

HIGHWAY WORK PROPOSAL

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

Proposal Number:

46

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Eau Claire	1022-08-73	WISC 2013 287	Eau Claire – Osseo STH 37 – USH 53	IH 94

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, \$ 660,000.00 Payable to: Wisconsin Department of Transportation Bid Submittal Due Date: May 14, 2013 Time (Local Time): 9:00 AM Contract Completion Time October 31, 2014 Assigned Disadvantaged Business Enterprise Goal <div style="text-align: right;">4 %</div>	Attach Proposal Guaranty on back of this PAGE. Firm Name, Address, City, State, Zip Code <div style="text-align: center; font-size: 2em; font-weight: bold;">SAMPLE</div> <div style="text-align: center; font-weight: bold;">NOT FOR BIDDING PURPOSES</div> This contract is subject to federal oversight.
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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	
Structures B-18-25, B-18-26, B-18-29, B-18-B-18-227, B-18-228, excavation common, storm sewer, culverts, base aggregate dense, concrete pavement, HMA pavement, concrete curb and gutter, concrete barrier, permanent signing, pavement marking, traffic control, temporary and proposed traffic signals, street lighting, ITS, and incidentals.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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/engrserv/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.

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1022-08-73, Eau Claire – Osseo, STH 37 – USH 53, IH 94, Eau Claire 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 grading, base aggregate dense, concrete pavement, concrete barrier, curb and gutter, HMA pavement, new Structures B-18-227 and B-18-228, widening existing Structures B-18-25 and B-18-29, strengthening existing Structures B-18-25 and B-18-26, traffic signals, street lighting, pavement marking, permanent signing, right-of-way fencing, traffic control and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment.

Develop the schedule of operations to conform to the construction staging as described in the plans, unless modifications in the plans are approved in writing by the engineer.

Fish Spawning

There shall be no instream disturbance of Lowes Creek as a result of construction activity under or for this contract, from September 29, 2013 to April 15, 2014 both dates inclusive, in order to avoid adverse impacts upon the spawning of trout as Lowes Creek is classified as a class 2 trout stream.

There shall be no instream disturbance of Lowes Creek as a result of construction activity under or for this contract, from September 15, 2014 and beyond.

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

Migratory Birds

Swallow and other migratory birds' nests have been observed on or under the existing bridge. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act.

The nesting season for swallows and other birds is usually between May 1 and August 30. Either prevent active nests from becoming established, or apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds, or clearing nests from all structures before the nests become active in early spring. As a last resort, prevent birds from nesting by installing a suitable netting device on the remaining structure prior to nesting activity. Include the cost for preventing nesting in the cost of Removing Old Structure Over Waterway with Minimal Debris.

Incident Management

For incident management and coordinating portable changeable message sign locations, please contact Northwest Region State Highway Patrol Communication Center, at (715) 839-3803, or PCS Becky Grangaard, at (715) 839-3800 Ext. 109. Contact the State Patrol two weeks prior to the first lane closure.

Definitions:**Peak Hours**

6:00 AM – 7:00 PM Weekdays and Weekends

Off-Peak Hours

7:00 PM – 6:00 AM Weekdays and Weekends

Construction Staging

Complete construction operations under this contract in six separate construction stages with Stage 1 through Stage 2 completed during the 2013 construction season and Stages 3 through 6 completed during the 2014 construction season.

At the beginning of each stage of traffic control requiring a traffic switch on IH 94, all temporary crossovers and temporary widening shall be open to traffic a minimum of three calendar days prior to starting any subsequent removal of existing pavement or structures that would preclude placing traffic onto existing lanes if unforeseen circumstances should arise.

Carbon fiber wrap strengthening for structures B-18-25 and B-18-26 shall be completed within the requirements of each stage. Contractor shall provide a schedule for all strengthening work to the engineer for approval a minimum of two weeks prior to commencing Stage 1 work. Schedule shall not conflict with any interim completion dates and may be completed during various stages during construction as approved by the engineer.

Stage 1

Do not commence construction activities prior to 6:00 AM July 9, 2013 unless coordinated and approved by the department.

Stage 1 consists of two sub stages.

Stage 1A

Construction

Construct median traffic crossovers from Station 375'EB'+50 to Station 389'EB'+75 (east of IH 94 over CTH F), from Station 446'EB'+00 to Station 488'EB'+50 (west of the STH 93 overpass), and from Station 534'EB'+00 to Station 549'EB'+00. Construct STH 93 temporary ramp connections to maintain traffic during stage 1B. Temporary ramp connections shall be constructed during off-peak hours.

Traffic

Traffic remains in its existing configuration for the duration of this stage with off-peak single lane closures to construct crossovers near live traffic in available work areas.

Stage 1B

Construction

Construct proposed IH 94 westbound lanes from Station 454'WB'+37 to Station 533'WB'+95. Construction may begin on proposed temporary pavement along the IH 94 eastbound median shoulder between STH 37 and STH 93.

Traffic

IH 94 traffic remains in the existing configuration except from west of STH 93 to the eastern project limits where traffic will be bi-directional along existing IH 94 eastbound and as stated above. Close IH 94 eastbound entrance ramp from STH 93 and IH 94

westbound ramps from USH 53. Use off-peak single lane closures to construct temporary pavement.

Complete construction operations along IH 94 through Stage 1 prior to 12:01 AM August 30, 2013.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the work necessary to open all lanes of traffic by 12:01 AM August 30, 2013, the department will assess the contractor \$1,900 for each full or partial hour that a traffic lane remains closed. The department will make hourly assessments for a traffic lane not being open to traffic using the administrative item Failing to Open Road to Traffic.

Stage 2 Construction

Do not commence construction activities prior to 6:00 AM September 3, 2013.

Construct proposed IH 94 eastbound lanes from Station 400'EB'+94 to Station 415'EB'+75 and from Station 448'EB'+13 to 534'EB'+15. Construct proposed structure B-18-228 (IH 94 eastbound over Lowes Creek). Construct STH 93 ramps. Construction may continue on proposed temporary pavement along the IH 94 eastbound median shoulder. Do not construct temporary widening adjacent to new eastbound lanes from Station 400'EB'+00 to Station 415'EB'+75 until proposed concrete has cured or in subsequent stage. Place butt joints from Station 397'EB'+00 to Station 400'EB'+00 and from Station 415'EB'+75 to 418'EB'+75 prior to connect existing to proposed pavement for winter shutdown period. Substructure construction work activities may commence for structure widening at structure B-18-25 (IH 94 eastbound over STH 37) and structure B-18-29 (CTH F over IH 94) providing work does not impede or restrict traffic along IH 94 and STH 37.

Traffic

IH 94 traffic remains in the existing configuration except from west of Station 390'EB'+00 to the eastern project limits as stated above. Traffic will be bi-directional along existing IH 94 westbound from east of structures B-18-31 (Lowes Creek over IH 94) to the eastern project limits. Close IH 94 eastbound and westbound entrance ramps at STH 93. Close IH 94 eastbound and westbound exit ramps to STH 93 for a maximum of one off-peak closure to complete proposed work. Use off-peak single lane closures to construct temporary pavement.

Complete construction operations on IH 94 as stated above and shown in Stage 2 to allow for winter shutdown including completion of all proposed Stage 2 concrete pavement, proposed asphaltic shoulders, structure B-18-228, and incidental construction including barrier or guard rail necessary to safely provide two lanes of eastbound and westbound traffic on IH 94 prior to 12:01 AM November 9, 2013.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the necessary Stage 2 work on IH 94 prior to 12:01 AM on November 9, 2013, the department will assess the contractor \$3,500 in interim liquidated damages for each calendar day that Stage 2 work remains incomplete after 12:01 AM, November 9, 2013. An entire calendar day will be charged for any period of time within a calendar day that the Stage 2 work remains incomplete beyond 12:01 AM.

Stage 3

Do not commence construction activities prior to 6:00 AM March 17, 2014 unless coordinated and approved by the department.

Stage 3 consists of three sub stages.

Stage 3A

Construction

Construct median traffic crossovers east of the STH 37 overpass and west of STH 93 for IH 94 eastbound and westbound traffic shifts across the median for future 4-lane traffic conditions. Begin outside widening on structure B-18-25 (IH 94 eastbound over STH 37) and inside widening of structure B-18-29 (CTH F over IH 94). Continue construction on proposed temporary widening pavement along IH 94 eastbound median shoulder. Begin construction of temporary STH 37 ramp connections for use in Stage 4. Construct median traffic crossovers at the north and south project limits along STH 37.

Traffic

Traffic remains in its existing configuration for the duration of this stage with off-peak single lane closures to construct crossovers and structure widening.

Stage 3B

Construct proposed inside lane of IH 94 eastbound from Station 256'EB'+58 to Station 291'EB'+50 and IH 94 westbound from the Station 256'WB'+88 to 295'WB'+50. Continue construction of outside widening of structure B-18-25 (IH 94 eastbound over STH 37) and inside widening of structure B-18-29 (IH 94 eastbound over CTH F). Continue construction of proposed temporary pavement along the IH 94 eastbound median shoulder in available areas. Construct temporary STH 37 ramp connections for Stage 4. Begin construction on STH 37 northbound and STH 37 ramps.

Traffic

Maintain single lane traffic along IH 94 eastbound and westbound, respectively from the limits stated above and as shown in the plans. Close shoulder along the remaining IH 94 eastbound median widening and shift eastbound traffic to existing IH 94 lanes and use lane shifts at structures. Traffic remains in its existing configuration along westbound IH 94 except by STH 37. Close all STH 37 ramps. Traffic shall remain bi-directional on STH 37 southbound.

Stage 3C

Construction

Construct proposed outside lanes and parallel ramps of IH 94 eastbound from Station 256'EB'+58 to Station 291'EB'+50 and IH 94 westbound from Station 256'WB'+88 to 295'WB'+50. Continue construction of outside widening of structure B-18-25 (IH 94 eastbound over STH 37) and inside widening of structure B-18-29 (IH 94 eastbound over CTH F). Continue construction of proposed temporary pavement along the IH 94 eastbound median shoulder in available areas. Construct STH 37 ramps. Continue construction on STH 37 northbound and STH 37 ramps.

Traffic

Maintain single lane traffic along IH 94 eastbound and westbound, respectively from the limits stated above and shown in the plans. Maintain shoulder closure, as needed, along the remaining IH 94 eastbound median widening and shift eastbound traffic to existing IH 94 lanes while using lane shifts at structures. Traffic remains in its existing configuration along westbound IH 94 except by STH 37. Close all STH 37 ramps. Traffic shall remain bi-directional on STH 37 southbound.

Complete all construction operations on IH 94 shown in Stage 3 including structures B-18-25 and B-18-29 to allow two lanes of eastbound and westbound traffic along IH 94 for the duration of the project and open all STH 37 ramps to traffic utilizing functioning temporary traffic signals at the eastbound and westbound terminals of STH 37 prior to 12:01 AM May 23, 2014.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the necessary Stage 3 work on IH 94 prior to 12:01 AM on May 23, 2014, the department will assess the contractor \$3,500 in interim liquidated damages for each calendar day that Stage 3 work remains incomplete after 12:01 AM, May 23, 2014. An entire calendar day will be charged for any period of time within a calendar day that the Stage 3 work remains incomplete beyond 12:01 AM.

CTH F Closure

Close CTH F for a maximum of 28 consecutive calendar days in order to place formwork, pour the proposed B-18-29 deck, and perform all other incidental construction activities required for substantial completion while traffic along CTH F is closed. Provide the engineer a minimum 14 consecutive calendar days notice prior to closing CTH F.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the work necessary to open CTH F to traffic by 6:00 PM of the last day of the scheduled 28 calendar day closure, the department will assess the contractor for failure to open \$1,900 for each full or partial hour that CTH F remains closed. The department will make hourly assessments for a traffic lane not being open to traffic using the administration item Failing to Open Road to Traffic.

Stage 4

Construction

Construct proposed IH 94 westbound lanes and shoulders from Station 307'WB'+00 to 454'WB'+37. Construct structure B-18-227 (IH 94 westbound over Lowes Creek). Construct STH 37 northbound from Station 8'NB'+04 to Station 40'NB'+00. Construct all proposed shoulder and complete all grading and finishing work along westbound IH 94 prior to stage 5.

Traffic

Shift IH 94 westbound traffic to temporary eastbound median widening along IH 94. Traffic remains in its existing configuration along eastbound IH 94, except in spot locations where it shifts onto the outside shoulder at B-18-29 (IH 94 over CTH F) and B-18-228 (IH 94 over Lowes Creek). Shift STH 37 exit and entrance ramps to IH 94 onto temporary ramp connections. Shift westbound IH 94 entrance and exit ramps onto temporary ramp connections at STH 93. Traffic shall remain bi-directional on STH 37 southbound.

Stage 5

Construction

Construct proposed IH 94 eastbound lanes and outside shoulder from Station 322'EB'+00 to Station 448'EB'+13. Construct STH 37 southbound from Station 8'SB'+09 to Station 40'SB'+00.

Traffic

Relocate westbound IH 94 traffic to newly constructed IH 94 westbound lanes. Shift eastbound IH 94 traffic to temporary median eastbound IH 94 widening. Close IH 94 eastbound entrance and exit ramps at STH 93. Traffic will be bi-directional on the newly constructed STH 37 northbound lanes.

Stage 6

Stage 6 consists of two sub stages.

Stage 6A

Construction

Construct proposed IH 94 eastbound inside lane and shoulder from Station 307'EB'+00 to Station 322'EB'+00. Complete all construction activities required to open STH 37 to two lanes of traffic in each direction including removing temporary traffic signals and energizing permanent signals.

Traffic

Shift and maintain single lane eastbound IH 94 traffic along the outside lane as stated above and shown in the plans. Two lanes of traffic remain on proposed IH 94 westbound lanes at all times. Use off-peak single lane closures to construct any additional IH 94 median work as necessary and as approved by the engineer. STH 37 is open to two lanes of traffic in each direction.

Stage 6B

Construction

Remove temporary traffic crossovers along IH 94 and both STH 37 project limits and reconstruct any remaining shoulders. Complete any remaining incidental work and restore all impacted areas including staging areas used as part of the project. Perform work adjacent to live traffic during non-peak hours. Use single lane and shoulder closures to perform work.

Traffic

Two lanes of traffic remain on proposed eastbound and westbound IH 94 lanes during peak-hours. STH 37 remains open to two lanes of traffic in each direction. Use off peak single lane closures to construct eastbound IH 94 median shoulders.

The department will not grant time extensions to the interim completion dates specified above or 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.

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

4. Traffic.

Provide the engineer with a schedule of lane 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:

3 days - Lane and service ramp closure

7 days - System ramp closure

14 days – Local Street or County Trunk Highway openings/closings

14 days - Project start, full roadway closure, or restriction of width, height, or weight (OSOW permits have 14 day lead time)

Notify the engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work.

Provide the engineer with a hauling plan prior to the pre-construction conference. Include the proposed locations of points of entry and traffic control to be used. Obtain approval from the engineer for all arrangements for handling traffic during construction operations.

Conduct operations in a manner that will cause the least interference to traffic movements on Interstate 94 and all interchanges and crossroads within the project limits.

Do not haul across, unload materials from, stop in, or otherwise interfere with traffic on any portion of Interstate 94 without a pre-approved traffic control plan and traffic control measures in place.

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.

Do not directly cross the live lanes of Interstate 94 with any vehicle or piece of construction equipment.

Flagging operations will not be permitted on Interstate 94.

Do not park vehicles or equipment not engaged in construction operations, or authorized by the engineer, within the Interstate 94 right-of-way.

Do not use maintenance crossings connecting eastbound and westbound roadways of Interstate 94 during construction operations unless the median lanes are closed to traffic.

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.

Cover completely any conflicting signs in the project area.

Portable changeable message signs provided under this contract will be used for incident management only and are to be operated by the Wisconsin State Highway Patrol.

Place portable changeable message signs at both ends of the project at least one week prior to construction.

Establish a statutory 55 mph speed limit zone for Interstate 94 during the construction project. Reestablish a 65 mph speed limit zone between Stage 2 and Stage 3, when work is suspended over winter. Remove 55 mph speed limit signs and replace with 65 mph speed limit signs as directed by the engineer.

Coordinate all Interstate 94 traffic switches and roadway closures with the Wisconsin State Patrol. Costs for Wisconsin State Patrol services associated with Interstate 94 traffic switches and roadway closures will be the responsibility of the Department of Transportation. Costs for any additional State Patrol services that are requested by the contractor will be the contractor's responsibility.

There exists an Alternate Interstate 94 route utilizing STH 29 and USH 53 between Osseo and Eau Claire. Use of this alternate route is only for emergency closures and periods of extreme congestion within the work zone.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 94 and STH 37 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, August 30, 2013 to 6:00 AM Tuesday, September 3, 2013 for Labor Day;
- 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, August 29, 2014 to 6:00 AM Tuesday, September 2, 2014 for Labor Day.

107-005 (20050502)

6. Utilities.

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

107-065 (20080501)

On this project the Administrative Rule Trans 220 utility coordination process was not followed.

Utility conflicts exist at STH 37 because of profile grade lowering to increase vertical clearance beneath the IH 94 structures and because of widening of IH 94 eastbound bridge B-18-25. Utility conflicts exist at CTH F because of widening of IH 94 eastbound bridge B-18-29. Utility relocations are necessary, and they will have impacts to project

scheduling and traffic staging throughout the project. These relocations shall be accommodated and included in any contractor scheduling. Contact each utility company listed in the plans prior to preparing bids to obtain current information on the status of existing and any new utility relocation work.

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

Coordinate all work with the utility owners, including giving proper notification when utility work is to be performed in conjunction with highway construction.

The following is a list of utility owners with facilities at or near project work locations.

AT&T Legacy has buried facilities along IH 94 eastbound near the south right of way fence and crossing STH 37 at approximate Station 22'NB'+80. The buried fiber cables will be located prior to construction, and depth can be determined if necessary at spot locations. Place 2 feet of extra cover over the cables if any temporary/haul roads travel over these lines. No conflicts are anticipated. Contact is Bill Koenig with JMC Engineers; P.O. Box 244, Lake Mills, WI 53551; 608-628-0575 or jmc140@frontier.com.

AT&T WI has buried facilities on the west side of STH 37, which are located at the following locations:

STH 37 NB Station 8+04 to Station 13+50: AT&T has a 144 strand fiber optic cable west of STH 37 that will not be in conflict with the proposed road construction.

STH 37 NB Station 13+50: The fiber optic cable is 98 feet west of the NB reference line at a depth of 34 inches below the existing grade about 16 feet west of the existing storm sewer outlets. The proposed 9 foot extension of the pipes and the concrete end wall will require excavation to occur near the AT&T fiber cable. The cable does not appear to be in conflict based on the current plans, and AT&T plans to leave the cable in its current location.

STH 37 NB Station 13+50 to Station 23+00: The 144 strand fiber optic cable west of STH 37 will not be in conflict with the proposed road construction.

STH 37 NB Station 23+00 to Station 28+00: The 144 strand fiber optic cable west of STH 37 will be in the area where grade changes will be made to the ditch line. A cut in the west ditch at NB Station 23+50 requires the AT&T fiber cable to be lowered approximately two feet. The work will be done in conjunction with the relocation and lowering of conduit under the IH 94 bridge structures B-18-25 and B-18-26.

STH 37 NB Station 28+00 to Station 32+00: There are both fiber optic and copper cables west of STH 37 located 105 feet and 125 feet west of the NB reference line at Station 28+00. At Station 29+50 the cables come together and enter a conduit located 70 feet west of the NB reference line and continue north along the west side of STH 37 under both bridge structures B-18-25 and B-18-26 to Station 31+75. The three cables leave the conduit package and continue northwest and cross between the inlets of the two storm sewers at Station 32+00. At this point the cables are 98 feet west of the NB reference line of STH 37 at a depth of 34 inches. From Station 32+00 the copper cables continue west toward the west right of way line of STH 37, and the fiber optic cable continues north about 100 feet west of the NB reference line. No conflict is anticipated with the proposed 24 inch storm sewer apron endwall replacement near Station 32+00.

The conduit east of pier 1 will require relocation to the east of the proposed 16 foot wide footing. The existing conduit is located about 8 feet east of the center of the pier column at a depth of 4 feet, and the package consists of 4 – 4-inch PVC conduits stacked two high by two wide.

To complete this relocation, AT&T will expose both the fiber optic cable and copper cables beginning at Station 28+00, and lower these during construction to maintain adequate cover at Station 28+50 and also gain slack to move the conduit package to the east of the proposed footing at pier 1. During a later stage when STH 37 southbound lanes are closed, the lowering of the conduit package will continue north to the end of the conduit at Station 31+70. The buried cables leaving the conduit and going northwest will also be lowered to gain slack for the conduit lowering under the structures.

STH 37 NB Station 32+00 to Station 40+00: The fiber optic cable continues north along STH 37. The cable is about 120 feet west of the NB reference line at Station 36+40.6 and Station 37+15.6 where proposed storm sewer structures are to be installed. The cable will not interfere with the construction of these apron endwalls nor the grade changes in the ditches in this area.

Coordination with the utility representative listed on plan will be required during construction by giving him a 7-day notice before the proposed pier footing excavation at structure B-18-25. AT&T estimates that two working days will be required to relocate the conduit around pier 1.

During the stage when STH 37 southbound lanes are closed, give the utility representative a 7-day notice before the proposed grading excavation. AT&T estimates that four to five working days will be required to relocate their facilities for proposed grading, including conduit lowering under the IH 94 structures.

AT&T WI has buried facilities along CTH F, which are located at the following locations:

Station 19+58 to Station 21+05: There are three copper cables in this area. Two cables, a 900 pair and 150 pair cable are in a 3 ½-inch PVC conduit located about 13 feet east of the centerline of CTH F (about 9 feet west of the center of the columns on the east side of CTH F) at a depth of about 4 feet. The third cable is a 150 pair cable located about 9 feet east of the center of the columns on the east side of CTH F at a depth of 7 feet to 12 feet.

In the area of the proposed footing beginning at Station 20+04 the conduit is about 8 feet west of the center of the column at a depth of 4 feet below the existing asphalt. The other cable is located 9 feet east of the center of the column at a depth of 10 feet below the existing sloped grade. These cables will not interfere with the construction of the easterly proposed pier footing for structure B-18-29.

AT&T WI has overhead facilities crossing IH 94 on the east side of Lowes Creek Road and buried facilities 125 feet west of STH 93. These crossings have no conflicts anticipated. Contact is Rick Podolak, (715) 839-5565

CenturyLink has buried facilities west of STH 37 that are within 10 feet of the right of way fence south of IH 94. This line must be located and marked prior to removal of the existing fence as shown on the plan. No conflicts are anticipated. Contact is Donna Smothers, (715) 284-4375.

CINC (Chippewa Valley Internetworking Consortium) has buried communication facilities west of STH 37, which run along the entire length of STH 37 proposed improvements. CINC will work with the contractor during construction for any relocation deemed necessary. Coordination with the utility representative will be required during construction by giving him a 14-day notice prior to excavation within 2 feet of vertical distance from the fiber optic cable.

CINC has identified possible conflicts at the following locations: Station 23+50 to 25+00, Station 28+50, Station 31+50 to 37+50. CINC estimates the time required to relocate the cable, at any one location, as one to two days. Contact is Daren Bauer with UWEC; 105 Garfield Ave., Room OL2154, Eau Claire, WI 54701; (715) 836-5286 or bauerdp@uwec.edu

Charter Communications has a buried facility crossing IH 94 on the east side of CTH F, which is in the footprint of the easterly proposed pier footing for structure B-18-29. Charter has a plan to relocate the fiber cables approximately 100 feet east prior to construction. Coordination with the utility representative listed on plan will be required to confirm that the lines have been relocated and that lines near proposed work are properly abandoned.

Charter Communications has an overhead facility attached to Xcel Energy electric power poles crossing IH 94 east of Lowes Creek Road. There is a buried facility crossing IH 94 approximately 155 feet west of STH 93. These crossings have no conflicts anticipated. Contact is Shane Yoder, (715) 831-8940 Ext. 619.

City of Eau Claire Utilities has a water main and a sewer main crossing IH 94 at approximate Station 448+00 eastbound. The water main casing is approximately 8 feet below existing median profile and the sewer main is greater than 8 feet deep. No conflicts are anticipated. Contact is Lane Berg, (715) 839-5045.

Eau Claire Energy has an overhead power line crossing IH 94 approximately 120 feet west of STH 93 southbound. No conflicts are anticipated. Contact is Richard Rasmussen, (715) 832-1603 Ext. 233.

Windstream has a buried facility crossing STH 37 at approximate Station 37+10 northbound. Coordination with the utility representative listed on plan will be required during construction by giving him a 7-day notice before the proposed storm sewer excavation at this same location. Windstream estimates that two working days will be required to lower their facility. The fiber cable is encased in steel pipe, and as a result, the entire length beneath STH 37 will require lowering. Contact is Jim Kostuch, (262) 792-7938.

Xcel Energy Electric Distribution has an underground electric primary cable crossing STH 37 near Jopke Road and running along the east side of STH 37. This cable passes under bridges B-18-26 and B-18-25, and feeds the WisDOT lighting and signal cabinets. This cable and another buried cable, which crosses STH 37 at approximate Station 29+47 southbound, are in the footprint of proposed bridge B-18-25 pier footings. Coordination with the utility representative listed on plan will be required during construction by giving him a 7-day notice before excavation at this location. Xcel Energy estimates that three working days will be required to relocate or lower their facilities.

Xcel Energy Electric also has an overhead distribution line just east of Lowes Creek Road. Use care when grading near power poles and guy wire supports. A minimum of 20 feet of clearance is required for all equipment under the lines. No conflicts are anticipated. Contact is Dan Klein, (715) 737-4203.

Xcel Energy Gas has a 4-inch PE natural gas main crossing IH 94 on the east side of CTH F. This gas main is in the footprint of proposed bridge B-18-29 pier footings. Xcel Energy has a plan to relocate the 4-inch main approximately 100 feet east prior to construction. Coordination with the utility representative listed on plan will be required to confirm that this gas main has been relocated and that gas line near proposed work is properly abandoned.

Xcel Energy Gas has a line crossing IH 94 at least 150 feet west of STH 37 that is buried at 40 feet under the freeway. There is a gas line crossing IH 94 approximately 35 feet west of Lowes Creek Road centerline that is buried approximately 7 feet deep. There is a third gas line crossing IH 94 at least 300 feet west of STH 93 southbound centerline that is buried approximately 5 feet deep. Relocation is not required, but use caution when excavating in the vicinity of these gas line facilities. Contact is Scott Seaholm, (715) 737-2584.

Xcel Energy Transmission has overhead power lines crossing IH 94 approximately 70 feet west of the beginning of project limits and approximately 105 feet west of STH 93 southbound centerline. There are overhead power lines along the south IH 94 right of way, generally south of the fence, which also cross over Ramp C, Ramp D, and Ramp H. If there is excavation near the transmission line structures, 10 feet of clearance and a 3 to 1 slope away is required. A minimum of 20 feet of clearance is required for all equipment under the lines. No conflicts are anticipated. The field contact is Kyle Neidermire; 3505 Melby Rd., Eau Claire, WI 54703; (715) 737-1576 or kyle.s.neidermire@xcelenergy.com.

7. Other Contracts.

The following resurfacing project will be under construction in 2014 concurrently with the work under this contract. Coordinate traffic control at the termini of the projects during each stage of construction. Contact Richard Shermo, WisDOT Supervisor at (715) 836-2399.

Project 1022-09-80
IH 94
Eau Claire – Osseo
USH 53 to Mallard Road
Eau Claire County

8. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

1. Prior to leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can prior to leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
 - a. Washing with ~212° F water (steam clean), or
 - b. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
 - c. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore this disinfect should be used in conjunction with a hot water (>104° F) application.

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.

107-055 (20110615)

9. Erosion Control.

Supplement standard spec 107.20 as follows:

Perform construction operations in a timely and diligent manner, continuing all construction operations methodically from the initial removal period through the subsequent grading and finishing period to minimize the length of exposure to erosion.

Topsoil graded areas as designated by the engineer immediately after grading is completed. Apply finishing items including sod and fertilizer, within three calendar days after placement of topsoil.

Take adequate precautions to install and maintain necessary erosion and sediment control during grading and construction operations at curbs and gutters and at other locations as shown on the plans or as directed by the engineer. Protect storm drain inlets and manholes at locations shown on the plans or as directed by the engineer.

Ensure that dust dispersion is controlled at all times by utilizing construction equipment having vacuum or water spray mechanisms or by adding water through other means in order to attain the desired result as determined by the engineer.

Submit the Erosion Control Implementation Plan (ECIP) to the engineer 14 days prior to the preconstruction conference for approval by the department and concurrence by the Wisconsin Department of Natural Resources (WDNR). The contractor will not be allowed to commence work until all ECIP approvals are received.

10. Erosion Control Structures.

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

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

107-070 (20030820)

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Stacey Rusch at (715) 836-3919.

107-054 (20080901)

12. Construction Over or Adjacent to Navigable Waters.

Supplement standard spec 107.19 with the following:

The Lowes Creek is classified as a navigable waterway.

107-060 (20040415)

13. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.

B-18-25

James Gondek, License Number All-108099, inspected Structure B-18-25, for asbestos on May 6, 2011. No regulated Asbestos Containing Material (RACM) was

found on this structure. A copy of the inspection report is available from: Stacey Rusch, (715) 836-3919.

In accordance with NR447 and DHS159 , ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Stacey Rusch, (715) 836-3919 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI. 53707-7965. In addition, comply with all local or municipal asbestos requirements.

Use the following information to complete WisDNR form 4500-113:

- Site Name: Structure B-18-25, I-94 eastbound over STH 37
- Site Address: 1.6M E JCT STH 37 to N; S05 T26N R09W; 444602.76 Lat, 913010.34 Long; Town of Washington
- Ownership Information: WisDOT Transportation NW Region, 718 Clairemont Avenue, Eau Claire, WI 54701
- Contact: Stacey Rusch
- Phone: (715) 836-3919
- Age: 47 years old. This structure was constructed in 1966
- Area: 8310 SF of deck

Insert the following paragraph in Section 6.g.:

- If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response in accordance to standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

B-18-26

James Gondek, License Number All-108099, inspected Structure B-18-26, for asbestos on May 6, 2011. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Stacey Rusch, (715) 836-3919.

In accordance with NR447 and DHS159 , ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Stacey Rusch, (715) 836-3919 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI. 53707-7965. In addition, comply with all local or municipal asbestos requirements.

Use the following information to complete WisDNR form 4500-113:

- Site Name: Structure B-18-26, I-94 westbound over STH 37
- Site Address: 1.6M E JCT STH 37 to N; S05 T26N R09W; 444602.76 Lat, 913010.34 Long; Town of Washington
- Ownership Information: WisDOT Transportation NW Region, 718 Clairemont Avenue, Eau Claire, WI 54701
- Contact: Stacey Rusch
- Phone: (715) 836-3919
- Age: 48 years. This structure was constructed in 1965.
- Area: 4460 SF of deck

Insert the following paragraph in Section 6.g.:

- If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response in accordance to standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

B-18-29

James Gondek, License Number All-108099, inspected Structure B-18-29, for asbestos on May 6, 2011. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Stacey Rusch, (715) 836-3919.

In accordance with NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Stacey Rusch, (715) 836-3919 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI. 53707-7965. In addition, comply with all local or municipal asbestos requirements.

Use the following information to complete WisDNR form 4500-113:

- Site Name: Structure B-18-29, I-94 eastbound over CTH F
- Site Address: 1.6M E JCT STH 37 to N; S05 T26N R09W; 444602.76 Lat, 913010.34 Long; Town of Washington
- Ownership Information: WisDOT Transportation NW Region, 718 Clairemont Avenue, Eau Claire, WI 54701
- Contact: Stacey Rusch
- Phone: (715) 836-3919
- Age: 48 years. This structure was constructed in 1965.
- Area: 4135 SF of deck

Insert the following paragraph in Section 6.g.:

- If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response in accordance to standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

B-18-32

James Gondek, License Number All-108099, inspected Structure B-18-32, for asbestos on May 6, 2011. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Stacey Rusch, (715) 836-3919.

In accordance with NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Stacey Rusch, (715) 836-3919 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI. 53707-7965. In addition, comply with all local or municipal asbestos requirements.

Use the following information to complete WisDNR form 4500-113:

- Site Name: Structure B-18-32, I-94 westbound over Lowes Creek
- Site Address: 1.6M E JCT STH 37 to N; S05 T26N R09W; 444602.76 Lat, 913010.34 Long; Town of Washington
- Ownership Information: WisDOT Transportation NW Region, 718 Clairemont Avenue, Eau Claire, WI 54701
- Contact: Stacey Rusch
- Phone: (715) 836-3919
- Age: 48 years. This structure was constructed in 1965.
- Area: 5580 SF of deck

Insert the following paragraph in Section 6.g.:

- If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response in accordance to standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

B-18-33

James Gondek, License Number All-108099, inspected Structure B-18-33, for asbestos on May 6, 2011. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Stacey Rusch, (715) 836-3919.

In accordance with NR447 and DHS159 , ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Stacey Rusch, (715) 836-3919 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI. 53707-7965. In addition, comply with all local or municipal asbestos requirements.

Use the following information to complete WisDNR form 4500-113:

- Site Name: Structure B-18-33, I-94 eastbound over Lowes Creek
- Site Address: 1.6M E JCT STH 37 to N; S05 T26N R09W; 444602.76 Lat, 913010.34 Long; Town of Washington
- Ownership Information: WisDOT Transportation NW Region, 718 Clairemont Avenue, Eau Claire, WI 54701
- Contact: Stacey Rusch
- Phone: (715) 836-3919
- Age: 48 years. This structure was constructed in 1965.
- Area: 5580 SF of deck

Insert the following paragraph in Section 6.g.:

- If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response in accordance to standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

107-125 (20120615)

14. Hauling Restrictions.

Access points to roadways, including openings in the IH 94 right-of-way fence, for the delivery or hauling of construction materials for this project shall be approved by the engineer before work is started. Access through the IH 94 right-of-way fence will not be permitted unless the nearest IH 94 travel lanes are closed to traffic.

Do not haul construction materials longitudinally along the project inside the IH 94 right-of-way within 30 feet of the live traffic lanes unless the work zone is protected by concrete barrier.

Do not park or store equipment within 30 feet of the shoulders of live traffic lanes or within 100 feet of mainline or ramp crossovers unless protected by concrete barrier.

15. Notice to Contractor, Verification of Asbestos Inspection, No Asbestos Found.

James Gondek, License Number All-108099, inspected Structure B-18-30 for asbestos on May 6, 2011. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Stacey Rusch, (715) 836-3919.
107-127 (20120615)

16. Removing Old Structure Over Waterway With Minimal Debris Station 407+45, Item 203.0600.S.03.

Conform to standard spec 203 as modified in this special provision.

Add the following to standard spec 203:

203.3.6 Removals Over Waterways and Wetlands

203.3.6.2 Removing Old Structure Over Waterway with Minimal Debris

- (1) Remove the existing structure B-18-32 over the Lowes Creek in large sections and conforming to the contractor's approved structure removal and clean-up plan. During superstructure removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.
- (2) Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:
 - Methods and schedule to remove the structure.
 - Methods to control potentially harmful environmental impacts.
 - Methods for superstructure removal that prevent all large pieces and minimize the number of small pieces from entering the waterway or wetlands.
 - Methods to control dust and contain slurry.
 - Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
 - Methods for cleaning the waterway or wetlands.
- (3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

Add the following Removing Old Structure bid item to standard spec 203.5.1:

ITEM NUMBER	DESCRIPTION	UNIT
203.0600.S.03	Removing Old Structure Over Waterway With Minimal Debris Station Station 407+45	LS
203-020 (20080902)		

17. Removing Old Structure Over Waterway With Minimal Debris Station Station 407+83, Item 203.0600.S.04.

Conform to standard spec 203 as modified in this special provision.

Add the following to standard spec 203:

203.3.6 Removals Over Waterways and Wetlands

203.3.6.2 Removing Old Structure Over Waterway with Minimal Debris

- (1) Remove the existing Structure B-18-33 over the Lowes Creek in large sections and conforming to the contractor's approved structure removal and clean-up plan. During superstructure removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.
- (2) Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:
 - Methods and schedule to remove the structure.
 - Methods to control potentially harmful environmental impacts.
 - Methods for superstructure removal that prevent all large pieces and minimize the number of small pieces from entering the waterway or wetlands.
 - Methods to control dust and contain slurry.
 - Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
 - Methods for cleaning the waterway or wetlands.
- (3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

Add the following Removing Old Structure bid item to standard spec 203.5.1:

ITEM NUMBER	DESCRIPTION	UNIT
203.0600.S.04	Removing Old Structure Over Waterway With Minimal Debris Station Station 407+83	LS
203-020 (20080902)		

18. IH 94 Right-Of-Way Fence.

Remove and replace the IH 94 right-of-way fence only when the nearest travel lanes are closed to traffic. Coordinate the removal and replacement with the various construction stages of traffic control and the need for construction access.

Closely follow the removals with new fencing operations. Minimize the time where existing or new right-of-way fence is not in place.

Place offset construction stakes prior to removing the existing right-of-way fence at 25-foot intervals or at angle points or other critical points in order to reestablish the exact location of the new fence. All staking items will be paid for under the item "Survey Project 1022-08-73".

Complete each stage of fencing to coincide with the opening of the nearest travel lanes to traffic. Make such necessary temporary connections so that no gaps are left in the fence between construction stages.

19. Temporary Roads.

Construct and maintain the temporary crossovers, ramp connections, roadways, and widening necessary to maintain traffic in accordance with details shown on the plans and as hereinafter provided.

The temporary roads, as described above, will be paid for at the contract unit prices for the bid items associated with their construction or necessary reconstruction as directed by the engineer.

Remove all temporary roads prior to completion of the contract, unless directed otherwise by the engineer. Restore all disturbed areas outside the final construction limits to acceptable conditions for slope and drainage, as approved by the engineer.

Removal of those portions of temporary roads not incorporated into the final cross section will be paid for as Excavation Common. Restoration of disturbed areas outside the final construction limits will be paid for at the contract unit price for the various items involved.

20. Salvaged Guardrail.

Perform this work in accordance to the pertinent requirements of standard spec 204 and standard spec 614 and as hereinafter provided.

Completely disassemble the existing beam guard and carefully remove all salvageable posts, blocks, guardrail and hardware (brackets, reflectors, nuts, washers, bolts and other appurtenances) in a manner that will preclude any damage (cutting or destructive measures are not allowed). Store the salvaged materials on the right-of-way, outside the limits of construction at a location approved by the engineer. Store salvaged materials as follows:

- Posts – Banded and neatly stacked on pallets.
- Blocks - Banded and neatly stacked on pallets.
- Beams - Banded and neatly stacked on pallets.
- Hardware – In 5-gallon pails or burlap sacks.

Upon completion of the removal and storage of salvageable materials, contact Eau Claire County highway Supervisor, Rich Walthers, at (715) 839-2954.

Eau Claire County will inspect the materials and shall have the right to reject any damaged or otherwise unacceptable materials.

Remove all other materials from the right-of-way and properly dispose of them, including items rejected by Eau Claire County.

This work also includes entirely removing the posts and backfilling their hole as necessary.

21. Removing Apron Endwalls, Item 204.9060.S.01.

A Description

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

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Apron Endwalls by each individual apron endwall, acceptably completed.

E Payment

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Apron Endwalls	Each
204-025 (20041005)		

22. Cleaning Culvert Pipes.

Replace standard spec 520.3.6(1) with the following:

Clean the existing culvert pipes of all dirt, vegetation and woody debris. Dispose of all materials as specified in the ECIP. Under no circumstances may waste be deposited in wetlands.

Water generated from the cleaning process must be trapped in a sediment capture basin as shown in the plan details, pumped into a vacuum truck, and disposed of at a site designated in the ECIP.

Replace standard spec 520.5(7) with the following:

Payment for Cleaning Culvert Pipes is full compensation for cleaning the culvert pipe and for disposing of waste material, including but not limited to, all material removed from the pipe, all water and sediment trapped in basin, and the sediment capture basin components.

The installation of the sediment capture basin will be paid for with designated pay items as shown in the plan.

23. Temporary Emergency Pullouts, Item 205.3000.S.**A Description**

This special provision describes grading, furnishing, and placing crushed aggregate base course and signs to construct temporary emergency pullouts. This item also includes the removal of the pullouts including furnishing and placing finishing items as shown on the plan, and according to the pertinent requirements of the standard specifications and as hereinafter provided.

B (Vacant)**C Construction**

Dispose of all surplus and unsuitable material according to standard spec 205.3.12.

D Measurement

The department will measure Temporary Emergency Pullouts by the 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
205.3000.S	Temporary Emergency Pullouts	Each

Payment is full compensation for grading, shaping, and compacting; providing and placing crushed aggregate base course; providing and placing signs; removing as required; and for providing and placing topsoil, fertilizer, seed, and mulch.

205-020 (20080902)

24. Temporary Shoring, Item 206.6000.S.**A Description**

This special provision describes designing and providing temporary shoring at locations the plans show.

B Materials**B.1 Shoring Design**

Provide a shoring design for each location where the plan requires temporary shoring. Have a professional engineer, registered in the State of Wisconsin and knowledgeable of the specific site conditions and requirements, verify the adequacy of the design. Submit one copy of each shoring design, signed and sealed by the same professional engineer verifying the design, to the engineer for incorporation into the permanent project record.

C Construction

Provide temporary shoring at each required location conforming to the design developed for that location.

Remove the shoring when it is no longer needed unless the engineer allows it to remain in place. Backfill the space that is excavated but not occupied by the new permanent construction conforming to standard spec 206.3.13.

D Measurement

The department will measure Temporary Shoring by the square foot acceptably completed at locations the plans show, measured as the area of exposed face in the plane of the shoring from the ground line in front of the shoring to a maximum of one foot above the retained grade. Shoring used for staged construction in multiple configurations without removal and reinstallation will be measured once based on the configuration with the largest area of exposed face.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
206.6000.S	Temporary Shoring	SF

Payment is full compensation for designing and providing shoring; for providing a signed and sealed copy of the design; and for backfilling and removing the shoring.

The department will not pay for temporary shoring, installed for contractor convenience that is not required in the plans.

206-005 (20110615)

25. 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.

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26. Base Aggregate Dense $\frac{3}{4}$ -Inch and $1\frac{1}{4}$ -Inch.

Supplement Table 301-2 of the standard specifications as follows:

When the aggregate is a composite of materials from different deposits or sources, the material from any single deposit or source shall have a percentage of wear of not more than 50.

Modify Table 301-2 of the standard specifications as follows for liquid limits and plasticity:

The aggregate, including any blended filler, shall have a liquid limit of not more than 15 and a plasticity of not more than 3.

If the base course source has been previously classified as plastic in nature or if the base course source can be classified as plastic by current testing, supplement the QMP Base Aggregate testing as follows:

Fourteen days prior to any base course placement on the roadway, provide the engineer with documentation of base course suitability. During the following 14 days and prior to placement, the engineer may verify the plasticity or liquid limit of the stockpiled material. If a base course that is plastic in nature is used, complete one plasticity test and one liquid limit test for the first 500 tons placed. Complete one additional test for plasticity and liquid limit for each additional 1000 tons placed, unless waived by the engineer in writing. Utilize an AASHTO accredited laboratory to carry out the plasticity and liquid limit testing. Retain split samples for minimum of 21 days and deliver to the engineer upon request. Payment for this additional testing is incidental to the base course bid items.

If the base course placed on the roadway exceeds the plasticity or liquid limits as described above, remove and replace with suitable materials at no additional cost. The blending of aggregates on the grade or roadway to alleviate the plasticity or liquid limit liability to the contractor is not allowed.

Gradation Requirements

Supplement standard spec 305.2.2.1 with the following:

In the gradation for the 1¼-Inch percent passing by weight, for crushed stone obtained from quarries that have a LA wear greater than 35.0, the portion by weight passing the No. 200 (75 micron) sieve shall not exceed 8 percent, at the time it is placed in the work and before it is rolled and compacted.

Crushed Aggregate Base Course for Shoulders

All aggregates provided for shoulder construction shall conform to Base Aggregate Dense ¾-Inch, unless the plan typicals specify otherwise.

27. 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.

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28. QMP HMA Pavement Nuclear Density.

A Description

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

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

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

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

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

B Materials

B.1 Personnel

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and

post resulting data. No more than one ACT can work under a single certified technician.

B.2 Testing

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

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges from the department's approved product list at <http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.
- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:
Materials Management Section
3502 Kinsman Blvd.
Madison, Wisconsin 53704
Telephone: (608) 243-5998

B.3.2 Correlation of Nuclear Gauges

B.3.2.1 Correlation of QC and QV Nuclear Gauges

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the correlation process. The section does not have to be the same mix design.
- (2) Correlate the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the correlation on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.
- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft³. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft³ and repeat correlation process from B.3.2.1 (2).

- (5) Furnish one of the QC gauges passing the allowable correlation tolerances to perform density testing on the project.

B.3.2.2 Correlation Monitoring

- (1) After performing the gauge correlation specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform correlation monitoring of the QC, QV, and all back-up gauges at the project reference site.
- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft³ of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft³ of its reference value established in B.3.2.2(2).
- (4) Maintain the reference site test data for each gauge at an agreed location.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.
- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.

- (5) Randomly select test locations for each subplot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.
- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

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

Table 1

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

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

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

Table 2

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

- (1) Calculate the average subplot densities using the individual test results in each subplot.
- (2) If all subplot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.

- (3) If any subplot average is more than one percent below the target density, do not include the individual test results from that subplot when computing the lot average density and remove that subplot's tonnage from the daily quantity for incentive. The tonnage from any such subplot is subject to disincentive pay according to standard spec 460.5.2.2.

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

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

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

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

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

B.5 Department Testing

B.5.1 Verification Testing

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

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

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

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

- (1) Delete standard spec 460.5.2.3.

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

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

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

29. Expansion Device, B-18-25.

A Description

This special provision describes furnishing and installing an expansion device in accordance to standard spec 502, as shown on the plans, and as hereinafter provided.

B Materials

The minimum thickness of the polychloroprene strip seal shall be ¼-inch for non-reinforced elastomeric glands and 1/8-inch for reinforced glands. Furnish the strip seal gland in lengths suitable for a continuous one-piece installation at each individual expansion joint location. Provide preformed polychloroprene strip seals that conform to the requirements ASTM D3542, and have the following physical properties:

Property Requirements	Value	Test Method
Tensile Strength, min.	2000 psi	ASTM D412
Elongation @ Break, min	250%	ASTM D412
Hardness, Type A, Durometer	60 ± 5 pts.	ASTM D2240
Compression Set, 70 hours @212°F, max.	35%	D395 Method B Modified
Ozone Resistance, after 70 hrs. at 100°F under 20% Strain with 100 pphm ozone	No Cracks	ASTM D1149 Method A
Mass Change in Oil 3 after 70 hr. 212°F	45%	ASTM D471
Mass Change, max.		

Install the elastomeric strip seal gland with tools recommended by the manufacturer, and with a lubricant adhesive conforming to the requirements of ASTM D4070.

The manufacturer and model number shall be one of the following approved strip seal expansion device products:

Manufacturer	Model Number Strip Seal Gland Size*		
	4-Inch	5-Inch	6-Inch
D.S. Brown	SSA2-A2R-400	SSA2-A2R-XTRA	SSA2-A2R-XTRA
R.J. Watson	RJA-RJ400	RJA-RJ500	RJA-RJ600
Watson Bowman Acme	A-SE400	A-SE500	A-SE800
Commercial Fabricators	A-AS400	-----	-----

*Expansion device strip seal gland size requirement of 4", 5", and 6" shall be as shown on the plans.

Furnish manufacturer's certification for production of polychloroprene represented showing test results for the cured material supplied, and certifying that it meets all specified requirements.

The steel extrusion or retainer shall conform to ASTM designation A 709 grade 36 steel. After fabrication, steel shall be galvanized conforming to the requirements ASTM A123.

Manufacturer's certifications for adhesive and steel shall attest that the materials meet the specification requirements.
502-020 (20110615)

30. Removing Concrete Masonry Deck Overlay B-18-29, Item 509.9005.S.01.

A Description

Remove the concrete masonry deck overlay by milling the entire bridge deck, according to standard spec 204, the plans, and as hereinafter provided.

B (Vacant)

C Construction

C.1 Milling

Use a self-propelled milling machine that is specially designed and constructed for milling bridge decks. It shall mill without tearing or gouging the concrete masonry underlying the deck overlay. The machine shall consist of a cutting drum with carbide or diamond tip teeth. Space the teeth on the drum to mill a surface finish that is acceptable to the engineer.

Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes. Equip the machine with electronic devices that provide accurate depth, grade and slope control, and an acceptable dust control system.

Perform milling in a manner that precludes damage to the bridge floor and results in a uniform textured finish that:

1. Is free of sharp protrusions;
2. Has uniform transverse grooves that measure up to ¼-inch vertically and transversely; and
3. If applicable, is acceptable to the manufacturer of the sheet waterproof membrane.

Windrowing and storing of the removed milled concrete masonry on the bridge is only permitted in connection with the continuous removal and pick-up operation. During nonworking hours, clear the bridge of all materials and equipment.

C.2 Cleaning

Blast-clean the entire surface of the deck, the vertical faces of curbs, sidewalks and parapets to the depth of the adjoining concrete overlay. Blast-clean all exposed existing reinforcing steel.

Clean the surface on which the new concrete will be placed to remove all loose particles and dust by either brooming and water pressure using a high-pressure nozzle, or by water and air pressure. Use water for cleaning that conforms to specifications for water under standard spec 501.2.4.

The removed concrete masonry shall become the property of the contractor; properly dispose of it according to standard spec 204.

D Measurement

The department will measure Removing Concrete Masonry Deck Overlay (Structure) in area by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
509.9005.S.01	Removing Concrete Masonry Deck Overlay B-18-29	SY

Payment is full compensation for removing the concrete masonry; cleaning the concrete surfaces; and for properly disposing of all materials.

509-005 (20100709)

Reseal Crushed Aggregate Slope Paving, Item 604.9015.S.

A Description

Seal the existing crushed aggregate slope paving in accordance to standard spec 604, as directed by the engineer, and as hereinafter provided.

B Materials

Furnish materials conforming to standard spec 604.2.

C Construction

Clean all debris from the surface of the slope paving before applying asphalt. Apply sufficient asphalt so that it penetrates to seal the top two inches of aggregate; where existing asphalt is closer to the surface of the aggregate, apply less asphalt.

D Measurement

The department will measure Reseal Crushed Aggregate Slope Paving in area by the square yard of slope paving, acceptably resealed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
604.9015.S	Reseal Crushed Aggregate Slope Paving	SY

Payment is full compensation for cleaning the surface; furnishing and applying the asphalt.

604-015 (20100709)

31. Removing Signs, Type II.

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

Type II aluminum signs are the department's property. Return aluminum signs to the Northwest Region sign shop palletized for handling with a forklift. Northwest Eau Claire Sign Shop Coordinator Steve Allard shall be notified at (715) 855-7671 at least three business days prior to delivery to coordinate shipment to be delivered to the Northwest Region Eau Claire Sign Shop at:

5009 Hwy 53 S
Eau Claire WI 54701

32. Blue Specific Service Signs.

Supplement standard spec 638.3.4 with the following:

Do not remove or move blue specific service signs or their associated posts. Specific service signs are signs with logos that identify commercial entities providing gas, food, lodging, camping, or attractions. A separate contractor, Derse, Inc., is responsible for these signs. Contact Mark Rognsvoog of the Derse Company at (800) 345-5772 a minimum of 14 calendar days in advance to coordinate removing, moving, or re-installation of these signs.

The contractor is responsible for damage done to these signs due to contractor operations.
638-010 (20120615)

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

A Description

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

B Materials

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

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

C Construction

C.1 General

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

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

C.2 Groove Depth

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

C.3 Groove Width – Longitudinal Markings

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

C.4 Groove Position

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

C.5 Groove Cleaning

C.5.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with high-

pressure water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and the pavement marking tape. Use a high-pressure air blower with at least 185 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

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

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

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

D Measurement

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

E Payment

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

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

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

646-022 (20120615)

34. Notice to Contractor – Traffic Signal Equipment Lead Time.

Lead time for traffic signal equipment specified for this project has been ranging from 12 weeks to 18 weeks. It is suggested that the contractor order equipment as soon as possible to assure the equipment is procured in a timely fashion and, therefore, installed, inspected, and ready for turn-on at the required date.

35. Traffic Signals, General.

The Northwest Region electrical unit will furnish the traffic signal controller, the traffic signal cabinet and all items internal to it, all equipment and cable for Emergency Vehicle Preemption systems, fiber optic cable 6-count and locating wire. The Northwest electrical unit will install the cabinet and complete all connections inside. The contractor will install the Northwest Region supplied EVP items external to the cabinet, the fiber optic cable and locating wire, and the traffic signal faces.

Transport Northwest Region furnished materials from the Northwest Region – Eau Claire Office Electrical Shop, Highway 53 South, Eau Claire, WI, to the project location.

The contractor shall notify the Northwest Region – Eau Claire Office Electrical Unit at (715) 839-3787 and make arrangements for picking up the Northwest Region furnished materials three working days prior to picking the materials up.

Inspection requests shall be made to the engineer at least three working days prior to the time of the requested inspection. Northwest Region – Eau Claire Office Electrical personnel will perform the inspection.

Electrical item inspections are required at the following times:

1. After the staking of all electrical underground items, islands, curb and gutter and medians;
2. During loop detector placement; before pouring of all lighting, signal, and cabinet bases;
3. Before cable and wire are pulled;
4. During field terminations at signal and lighting bases;
5. Prior to the installation of any poles, standard or above ground electrical items.

36. Install Conduit Into Existing Item, Item 652.0700.S.

A Description

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

B Materials

Use nonmetallic conduit, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the requirements of pertinent provisions of the standard specifications.

C Construction

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

D Measurement

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

E Payment

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

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

Payment is full compensation for excavating, drilling holes; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections.
652-070 (20100709)

37. Traffic Signal Face – LED State Furnished, Item 658.0190.S.

A Description

This work shall consist of assembling and installing department-furnished traffic signal faces, backplates, and LED modules according to standard spec 658 and as hereinafter provided.

B Materials

Pick-up the traffic signal faces, backplates, and LED modules at the district electrical department. Contact the region's electrical department three working days prior to picking up the materials.

C Construction

Install the LED modules per manufacturer's instructions into the traffic signal faces.

Mount the backplates onto the traffic signal faces.

Field-install the assembled traffic signal faces per contract requirements.

Once the installation is complete, record the signal number, model number, serial number, date of installation and location of the module at the intersection (NB near right, etc.), and give a copy of this information to the region's electrical department for warranty information.

D Measurement

The department will measure Traffic Signal Face – LED State Furnished, completed according to to the contract and accepted, as units.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
658.0190.S	Traffic Signal Face – LED State Furnished	Each

Payment is full compensation for picking up the materials at the district electrical department; and for assembling and installing the complete traffic signal face in place.
658-008 (20080902)

38. Intelligent Transportation Systems (ITS) – Control of Materials.

Standard spec 106.2 – Supply Source and Quality

Supplement standard spec 106.2 with the following:

The department will furnish a portion of equipment to be installed by the contractor. This department-furnished equipment includes the following:

Department-Furnished Items
Camera Pole
Dome camera Assembly
Fiber Optic Termination Panel
Pole Mounted Cabinet
Ethernet Video Codec
Ethernet Switch
Fiber Optic Cable, 6-count

Pick-up small department-furnished equipment, such as communications devices, cameras, and controllers, from the department's Statewide Traffic Operations Center (STOC), 433 W. St. Paul Ave., Milwaukee, WI 53203 at a mutually agreed upon time during normal state office hours. Contact the department's STOC at (414) 227-2166 to coordinate pick-up of equipment.

Large department-furnished equipment, such as camera poles will be delivered by the supplier to a contractor-controlled site within Eau Claire County. Delivery will not necessarily be in a "just in time" manner. Store the equipment until field installation. Provide location details and a contact for delivery coordination upon receiving the contract's Notice to Proceed.

Transportation of the equipment between the electric shop and the field or interim location(s) shall be the responsibility of the contractor.

Standard spec 106.3 – Approval of Materials

Supplement standard spec 106.3 with the following:

Design/Shop Drawings

Prior to the purchase and/or fabrication of any of the components listed herein, and for any non-catalog item shown on the Material and Equipment List specified above, and no more than 30 days after notice to proceed, submit five copies of design drawings and shop drawings, as required, to the department for review. The items and the drawings that represent them shall meet the requirements of the standard specifications.

Design drawing submissions shall consist of signed and certified designs, design drawings, calculations, and material specifications for required items.

Shop drawings will be required for, but not limited to the following:

1. Mounting assemblies for the vehicle speed and classification sensors, including their attachment to the structure.
2. Mounting LED warning signs to the sign structure.
3. Mounting detail for dynamic message signs.
4. Any contractor-designed structure or foundation.

The department will complete its review of the material within 30 days from the date of receipt of the submission, unless otherwise specified. The department will advise the contractor, in writing, as to the acceptability of the material submitted. The department may determine that if no exceptions were taken for the item, it is approved, and no further action is required by the contractor; or the item may be partially or totally rejected, in which case modify and/or amend the submittal as required by the department and resubmit the item within 14 days. At this time, the review and approval cycle described above will begin again.

670-005 (20100709)

39. Intelligent Transportation Systems – General Requirements.

A Description

A.1 General

This contract includes furnishing and installing elements for an Intelligent Transportation System (ITS) in or along the existing roadway as shown on the plans.

Unusual aspects of this project include:

1. The project includes working on cables and equipment that are carrying data between roadside equipment and the department's Statewide Traffic Operations Center (STOC). Interruption of this service is not expected to perform this work. If an interruption is determined necessary, it must be done on a weekend, and must be done in a way that minimizes communication outages for the existing equipment. Notify the department's STOC at least 48 hours in advance of the planned interruption.
2. The department will furnish some of the equipment to be installed. Make a reasonable effort to discover defects in that equipment prior to installing it.

A.2 Surge Protection

Equip every ungrounded conductor wire entering or leaving any equipment cabinet with a surge protector. For purposes of this section, multiple cabinets on a single pole or foundation are considered a single cabinet.

B Materials

B.1 General

Only furnish equipment and component parts for this work that are new and have high quality workmanship. All controls, indicators, and connectors shall be clearly and permanently labeled in a manner approved by the engineer. All equipment of each type shall be identical.

All electrical equipment shall conform to the standards and requirements of the Wisconsin Electrical Code, the National Electrical Manufacturers Association (NEMA), National Electric Safety Council (NESC), Underwriter's Laboratory Inc. (UL) or the Electronic Industries Association (EIA), when applicable. All materials and workmanship shall conform to the requirements of the National Electrical Code (NEC), Rural Electrification Administration (REA), Standards of the American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), requirements of the plans these special provisions, the standard specifications, and to any other codes, standards, or ordinances that may apply. All system wiring, conduit, grounding hardware and circuit breakers shall be in conformance with the National Electrical Code. Whenever reference is made to any of the standards mentioned, the reference shall be considered to mean the code, ordinance, or standard that is in effect at the time of the bid advertisement.

B.2 Outdoor Equipment

All conductive connectors, pins (except pins connected by soldering), and socket contacts shall be gold plated. Acrylic conformal coating shall protect each circuit board side that has conductive traces. Except for integrated circuits containing custom firmware, all components shall be soldered to the printed circuit board.

To prevent galvanic corrosion, all connections between dissimilar metals shall incorporate a means of keeping moisture out of the connection. Where the connection need not conduct electricity, interpose a non-absorbing, inert material or washer between the dissimilar metals. Use nonconductive liners and washers to insulate fasteners from dissimilar metals. Where the connection must conduct electricity, use a conductive sealant between the dissimilar metals. Alternatively, use an insulating gasket and a bond wire connecting the two metal parts.

B.3 Custom Equipment

Equipment that is not part of the manufacturer's standard product line, or that is made or modified specifically for this project, shall conform to the following requirements:

Where practical, electronics shall be modular plug-in assemblies to facilitate maintenance. Such assemblies shall be keyed to prevent incorrect insertion of modules into sockets.

All components shall be available from multiple manufacturers as part of the manufacturers' standard product lines. All must be clearly labeled with the value, part number, tolerance, or other information sufficient to enable a technician to order an exact replacement part.

Lamps used for indicator purposes shall be light-emitting diodes.

The printed circuit boards shall be composed of "two-ounce" copper on 1/16-inch thick fiberglass epoxy or equivalent type construction. Holes that carry electrical connections from one side of the boards to the other shall be completely plated through. Multilayer

printed circuit boards shall not be used. The name or reference number used for the board in the drawings and maintenance manuals supplied to the department shall be permanently affixed to each board.

All components shall be mounted so that the identifying markings are visible without moving or removing any part, if practical.

B.3 Environmental Conditions

Equipment shall continue to operate as specified under the following ranges of environmental conditions, except as noted in the specifications for individual pieces of equipment.

1. **Vibration and Shock:** Vehicle speed and classification sensors and any other equipment mounted atop poles or on structures shall not be impaired by the continuous vibration caused by winds (up to 90 mph with a 30 percent gust factor) and traffic.
2. **Duty Cycle:** Continuous
3. **Electromagnetic Radiation:** The equipment shall not be impaired by ambient electrical or magnetic fields, such as those caused by power lines, transformers, and motors. The equipment shall not radiate signals that adversely affect other equipment.
4. **Electrical Power:**
 - a. **Operating power:** The equipment shall operate on 120-volts, 60-Hz, single-phase unless otherwise specified. It shall conform to its specified performance requirements when the input voltage varies from 89 to 135 volts and the frequency varies ± 3 Hz.
 - b. **High frequency interference:** The equipment operation shall be unaffected by power supply voltage spikes of up to 150 volts in amplitude and 10 microseconds duration.
 - c. **Line voltage transients:** The equipment operation shall be unaffected by voltage transients of plus or minus 20 percent of nominal line voltage for a maximum duration of 50 milliseconds. Equipment in the field shall meet the power service transient requirements of NEMA Standard TS-2 when connected to the surge protectors in the cabinets.
5. **Temperature and Humidity:**
 - a. **Field equipment:** Equipment in the field shall meet the temperature and humidity requirements of NEMA Standard TS-2. Liquid crystal displays shall be undamaged by temperatures as high as 165 degrees F, and shall produce a usable display at temperatures up to 120 degrees F.
 - b. **Equipment in Controlled Environments** shall operate normally at any combination of temperatures between 50 degrees F and 100 degrees F, and humidity's between 5 percent and 90 percent, non-condensing, and with a temperature gradient of 9 degrees F per hour.

B.4 Patch Cables and Wiring

All cables and wiring between devices installed in a single cabinet, or in separate cabinets sharing a single concrete base, will be considered incidental to the installation of the

devices and no separate payment will be made for them. It is anticipated that this will include fiber optic patch cables between termination panels and Ethernet switches, 10 / 100 MBPS Ethernet cables, RS-232 cables between individual devices and terminal servers, and power cables between individual devices and power sources within the cabinets.

B.5 Surge Protection

Low-voltage signal pairs, including twisted pair communication cable(s) entering each cabinet shall be protected by two-stage, plug-in surge protectors and shall be installed on both ends of camera control cables. The protectors shall meet or exceed the following minimum requirements:

- The protectors shall suppress a peak surge current of up to 10k amps.
- The protectors shall have a response time less than one nanosecond.
- The protector shall clamp the voltage between the two wires at a voltage that is no more than twice the peak signal voltage, and clamp the voltage between each wire and ground at 50 volts.
- The first stage of protection shall be a three-element gas discharge tube, and the second stage shall consist of silicon clamping devices.
- The protector shall also contain a resettable fuse (PTC) to protect against excessive current.
- There shall be no more than two pairs per protector.
- It shall be possible to replace the protector without using tools.

Cables carrying power to curve signs shall be protected at the cabinet by grounded metal oxide varistors of appropriate voltages. The varistors must be at least 0.8 inch in diameter.

C Construction

C.1 Thread Protection

Provide rust, corrosion, and anti-seize protection at all thread assemblies of metallic parts by coating (non-spray) the mating surfaces with an approved compound. Failure to use an approved compound will result in no payment for the items to which coating was to have been applied.

C.2 Cable Installation

When installing new cables into conduits containing existing cables, remove the existing cables and reinstall the existing cables simultaneously with the new cables. Take every precaution necessary to protect the existing cables. In the event of avoidable damage to the existing cables, replace all damaged cables, in-kind, at no additional expense to the department. When cables are pulled into conduit, use a cable pulling lubricant approved by the cable manufacturer. Submit documentation supporting manufacturer approval of the lubricant to the engineer.

C.3 Wiring

Every conductor, except a conductor contained entirely within a single piece of equipment, must terminate either in a connector or on a terminal block. Provide and install the connectors and terminal blocks where needed, without separate payment. Use approved splice kits instead of connectors and terminal blocks for underground power cable splices.

Permanently label and key connectors to preclude improper connection. Obtain prior engineer approval for the labeling method(s) prior to use.

Terminal blocks must be affixed to panels that permanently identify the block and what wire connects to each terminal. This may be accomplished by silk screening or by installing a laminated printed card under the terminal block, with the labels on portions of the card that extend beyond the block. Installation of terminal blocks by drilling holes in the exterior wall of the cabinet is not acceptable.

Use barriers to protect personnel from accidental contact with all dangerous voltages.

Do not install conductors carrying AC power in the same wiring harness as conductors carrying control or communication signals.

Arrange wiring, including fiber optic pigtails, so that any removable assembly can be removed without disturbing wiring that is not associated with the assembly being removed.

Communication and control cables may not be spliced underground, except where indicated on the plans.

Cables in the Statewide Traffic Operations Center or in communication hubs, which are not contained within a single cabinet, shall have at least 10 feet of slack.

C.4 System Operations

If the contractor's operations unexpectedly interrupt Intelligent Transportation Systems (ITS) service, notify the engineer immediately and restore service within 24 hours. Repair all damaged facilities to the condition existing before the interruption. If service is not restored within 24 hours, the department may restore service to any operating device and deduct restoration costs from payments due the contractor.

C.5 Surge Protection

Arrange the equipment and cabinet wiring to minimize the distance between each conductor's point of entry and its protector. Locate the protector as far as possible from electronic equipment. Ensure that all wiring between the surge protectors and the point of entry is free from sharp bends.

D Measurement

No separate measurement will be made for the work described in this article.

E Payment

No separate payment will be made for the work described in this article. All work described in this article shall be included under the ITS items in the contract.

670-010 (20100709)

40. Intelligent Transportation Systems – Conduit.

Supplement standard spec 671.2 with the following:

671.2.4 Locate Wire

Furnish and install a No. 14 AWG stranded copper wire for future locate purposes through each conduit run. Connect the locate wire by using a wire nut at each pull box, manhole, or other access point. Alternatively, use a single wire through the access points. All material furnished under this item shall meet the requirements of standard spec 655.

671-005 (20100630)

41. Install Pole Mounted Cabinet, Item 673.0225.S.

A Description

This special provision describes installing department furnished aluminum enclosures on poles for intelligent transportation systems equipment.

B Materials

Use stainless steel bolts, nuts, and washers unless otherwise specified.

All conductors, terminals, and parts that could be hazardous to maintenance personnel shall be protected with suitable insulating material.

The cabinet will be equipped with service panels. Two panels shall be provided and mounted on the cabinet sidewalls. The left side panel shall be designated as “Input/Communications,” and the right side panel shall be designated as the “Service Panel.”

The service panel will be equipped with a four-outlet handi-box. Wire the handi-box to the series portion of the filtering surge protector.

Use metallic conduit, fittings, and adapters required from the underground conduit transition point to the cabinet as part of this item. A typical installation requires on 2-inch conduit. Use metallic conduit according to standard spec 652.

C Construction

Fasten the field cabinet securely onto a pole. Provide bolted stainless steel connections with lock washers, locking nuts, or other engineer-approved means to prevent the connection nuts from backing off. Isolate dissimilar materials from one another using stainless steel fittings. Make all power connections to the cabinet as specified in standard spec 656.

Drill and tap the cabinet, as necessary, to mount the terminal blocks and other attachments to the service panel, to provide an entrance on the back of the cabinet for cable from the pole mounted intelligent transportation systems equipment, and to mount the service panel to the cabinet as shown in the details. Remove all sharp edges or burrs, or both, caused by the cutting or drilling process. Seal all openings to prevent water from entering the cabinet. Mount the surge protector to the service panel.

Install metallic conduit on the exterior of the pole (for entrance to the cabinet from the ground) as shown in the plans, and according to the applicable requirements of standard spec 652.

D Measurement

The department will measure Install Pole Mounted Cabinet as each individual 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
673.0225.S	Install Pole Mounted Cabinet	Each

Payment is full compensation for installing the pole mounted cabinet; for making all connections and conduit/wire entrances; and for furnishing all testing.

673-010 (20100630)

42. Install Ethernet Switch, Item 675.0400.S.

A Description

This special provision describes installing an Ethernet switch, and providing all necessary associated wiring.

B Materials

The department will furnish the Ethernet switch. Provide all necessary cables between the Ethernet switch and terminal server or other device.

C Construction

Install the Ethernet switch in a new or existing field cabinet. Connect it to devices as shown on the plans, or as directed by the engineer.

D Measurement

The department will measure Install Ethernet Switch by the unit, installed according to the contract, tested, and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
675.0400.S	Install Ethernet Switch	Each

Payment is full compensation for installing an Ethernet switch; furnishing all necessary incidental hardware; and making all necessary connections.
675-040 (20100630)

43. Install Video Encoder, Item 677.0300.S.**A Description**

This special provision describes installing a state-furnished video encoder in a pole mounted cabinet or field cabinet as shown on the plans and as hereinafter provided.

B Materials

Provide Category 5 or better Ethernet cable to connect the Ethernet video encoder to the Ethernet switch. The department will furnish the video encoder or it will be an existing and salvaged encoder.

C Construction

Make the necessary electrical and communication network connections to the video encoder. Mount the video encoder in the pole mounted cabinet or field cabinet. Program the video encoder according to the manufacturer's instructions.

D Measurement

The department will measure Install Video Encoder by each individual 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
677.0300.S	Install Video Encoder	Each

Payment is full compensation for installing the video encoder in a pole mounted cabinet or field cabinet; for making all connections; and for furnishing all programming.
677-030 (20100630)

44. Resetting Pipe Ends, Item SPV.0060.01.

A Description

This special provision describes reestablishing the existing culvert pipe ends as shown on the plan.

B (Vacant)

C Construction

Perform all excavation, reset the pipe ends, install all joint ties, drill as necessary, shape, compact and finish as necessary to reset the existing sections of pipe to the elevation established by the engineer, in accordance to the pertinent requirements of the standard specifications and as hereinafter provided. See the plans for size and number of sections to be reset.

Properly dispose of all surplus and unsuitable material in accordance to subsection 205.3.11 of the standard specifications.

D Measurement

The department will measure Resetting Pipe Ends by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Resetting Pipe Ends	Each

Payment is full compensation for furnishing all excavation; resetting the number of sections of pipe stated in the plan; installing joint ties; grading, shaping and compacting; furnishing and placing fill, salvaged topsoil, fertilizer, seed, and mulch.

45. LED Luminaire, LED-C, Item SPV.0060.02.

A Description

This special provision describes furnishing and installing LED luminaires. Work under this item shall be in accordance with Section 659 of the Standard Specifications and this special provision.

B Materials

Furnish Luminaires Utility LED from the department qualified product list.

C Construction

Under the bid item LED Luminaire, furnish and install luminaires and all necessary miscellaneous accessories and hardware to complete the installation of the luminaires.

The contractor shall follow manufacturer's instructions regarding luminaire installation.

All exposed threaded equipment mounting hardware shall be stainless steel.

All threaded stainless steel hardware and dissimilar metal threaded hardware shall be coated with an approved zinc-based anti-seize compound.

D Measurement

The department will measure LED Luminaire, LED-C as each individual lighting unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	LED Luminaire, LED-C	Each

Payment is full compensation for furnishing and installing all materials, including luminaire, accessories, hardware and fittings necessary to install the luminaire.

46. Remove and Reinstall Lighting Unit, Item SPV.0060.03.

A Description

This special provision describes the removal of an existing lighting unit to accommodate adjacent construction, and reinstalling the lighting unit on its existing concrete light base. The protection of the existing concrete base and conductors are included in this special provision. If the base is to be removed protection of the base will not be required.

B (Vacant)

C Construction

Under the bid item Remove and Reinstall Lighting Unit, remove the complete lighting unit (pole, transformer base, luminaire, luminaire arm, and internal wiring and fusing) from its concrete base and install it on the existing concrete base or new concrete base after adjacent construction is completed. Furnish and install a new high pressure sodium lamp in the luminaire, and any miscellaneous accessories and hardware required to complete the installation of the lighting unit. New internal wiring to be paid for under a separate bid item. Dispose of removed lamp.

Coordinate the de-energizing of the highway lighting with the Electrical Field Unit at (715) 839-3787 after receiving approval from the engineer that the existing highway lighting can be removed.

Notify the department's Electrical Field Unit at (715) 839-3787 at least three working days prior to the removal of the highway lighting. Complete the removal work as soon as possible following shut down of this equipment.

Pole wiring and fusing within the lighting unit shall be salvaged and provided to the department. Disconnect from existing branch circuits prior to lighting unit removal. If splicing or fusing equipment is damaged during removal, provide new equipment as specified for a new pole installation.

Provide a temporary enclosure on the concrete light base to protect the base, anchor bolts, conductors and splicing, and to provide a safe and secure, code compliant splicing enclosure.

Removed lighting unit shall be stored and protected from damage until ready for reinstallation. Any damage to the lighting unit resulting from the removal, hauling and installation operation shall be repaired or replace in-kind at the contractor's expense.

Perform a field review of existing highway lighting equipment with Electrical Field Unit at (715) 839-3787 to verify condition of equipment prior to removal. Notify the department of any damaged or non-operating equipment. Remove the highway lighting assemblies from their concrete foundations. Ensure that the hardware remain intact.

Store all removed materials designated in the plans at a safe and secure location. Protect from theft and damage. Return all salvageable excess lighting equipment, as determined by the Electrical Field Unit, to the department. Properly dispose offsite all materials that cannot be salvaged. Contact the Electrical Field Unit at (715) 839-3787 to coordinate a post-storage inspection of all equipment to be installed. All equipment that is determined to have been damaged during storage shall be replaced in kind at contractor's expense.

Splicing and fusing materials and circuit connections shall be as per the WisDOT Standard Detail Drawing Non-Freeway Lighting Unit Pole Wiring and the WisDOT Qualified Electrical Products List.

Furnish new hot dip galvanized flat washers and anchors nuts per WisDOT requirements.

Ensure the centerline of the pole shaft is vertical after installation.

All components of the lighting unit shall be installed in a workable first class condition and shall include all miscellaneous hardware required for a complete and operational lighting unit.

D Measurement

The department will measure Remove and Reinstall Lighting Unit as each individual lighting unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Remove and Reinstall Lighting Unit	Each

Payment is full compensation for removing and installing materials, including pole, arm, luminaire, lamp, and fusing, and all pole accessories, hardware and fittings necessary to install the lighting unit workable first class condition.

47. Remove and Reinstall Ramp Closure Gate Hardwired 40-FT (STH 37 Interchange), Item SPV.0060.04.

A Description

This special provision describes removing, hauling to stockpile facility, delivering from stockpile facility, reassembling, and reinstalling ramp closure gates hardwired 40-FT at the entrance ramps to STH 37.

B Materials

Use electrical materials conforming to standard spec 651, 652, 653, 654, 655, 657, 658, 670, and 671.

C Construction

After receiving approval from the engineer that the existing ramp closure gates can be removed, complete the removal work as soon as possible following shut down of this equipment.

Prior to removal, contact the Northwest Region – Eau Claire Office Electrical Shop at (715) 839-3787, a minimum of three working days prior to removal in order to arrange for any possible de-energizing of power to the existing ramp gates and for delivery by the contractor of all ramp gate materials to the department's Electrical Shop located at Highway 53 South, Eau Claire, WI. Prior to removing any materials, document the existing condition of all components that will be stockpiled at the electrical shop while the contractor and the engineer are present.

Removal of concrete bases will be paid for under the appropriate bid item. Remove the gate arm, light pole, transformer base, power supply cabinet, and all other items attached to the ramp gate.

Deliver and stockpile ramp gate materials at the electrical shop. Upon receiving approval from the engineer that the ramp closure gates can be reinstalled, pick up ramp gate materials from the electrical shop and deliver them to the project site. Provide a minimum of three working days notice prior to picking up the materials. Reassemble and install ramp closure gates hardwired 40-FT as indicated on the plan details. New concrete bases and conduit will be installed and paid for under appropriate bid items.

Provide all materials and miscellaneous hardware necessary to reinstall ramp gates to their original condition and configuration. Replace and damaged parts at the contractors expense.

D Measurement

The department will measure Removing and Reinstall Ramp Closure Gate Hardwired 40-FT as each individual gate, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Remove and Reinstall Ramp Closure Gate Hardwired 40-FT (STH 37 Interchange)	Each

Payment is full compensation for removing, disassembling ramp gate, hauling to stockpile facility, delivering from stockpile facility, reassembling ramp gate, and reinstalling the ramp gate. Payment includes any replacement parts required due to damage inflicted by the contractor.

48. Remove Existing Ramp Closure Gate Swinging (STH 93 Interchange), Item SPV.0060.05.

A Description

This special provision describes removing and disposing existing ramp gates located at the eastbound and westbound entrance ramps to STH 93.

B Materials

Use backfill material, topsoil, fertilizer, seed, and mulch conforming to standard spec 204, 627, 629, and 630.

Use electrical materials conforming to standard spec 651 and 652.

C Construction

Remove existing ramp gates in accordance to standard spec 204 and as hereinafter provided.

After receiving approval from the engineer that the existing ramp closure gates can be removed, complete the removal work as soon as possible following shut down of this equipment.

Removal of concrete bases will be paid for under the appropriate bid item. Remove the gate arm, light pole, transformer base, power supply cabinet, and all other items attached to the ramp gate.

Remove and dispose of existing ramp gate, including but not limited to, all poles, gates, miscellaneous hardware, and other materials. All materials shall become the property of the contractor and shall be disposed off of the right-of-way.

Backfill all bases and other depressions using suitable material conforming to section 204 of the standard specifications.

D Measurement

The department will measure Remove Existing Ramp Gate Swinging (STH 93 Interchange) as each individual ramp gate location, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Remove Existing Ramp Gate Swinging (STH 93 Interchange)	Each

Payment is full compensation for removing all materials including poles, gates, and miscellaneous hardware; for disposal and hauling of all materials; for furnishing all excavation, backfilling, grading, shaping, and compacting; for furnishing and placing backfill material including topsoil or salvaged topsoil, seed, fertilizer and mulch.

49. Ramp Closure Gates Solar Powered 30-FT, Item SPV.0060.06; Ramp Closure Gate Arms Stockpile 30-FT, Item SPV.0060.08, Ramp Closure Gate Flashers Stockpile, Item SPV.0060.09.

A Description

This special provision describes providing freeway on-ramp closure gates on type 5 steel luminaire poles, and furnishing and delivering spare gate arms and flashers.

B Materials

B.1 General

Provide five user manuals and a listing of vendors and contact information for each manufactured component including flasher electrical components.

The engineer may allow alternate components equal to the manufactured components this special provision specifies. The engineer may require modification of the plan details to accommodate alternates. If the contractor provides an alternate arm and/or mounting adaptor, the engineer will reject that alternate if the contractor cannot demonstrate, to the engineer's satisfaction, that the department can easily remove and replace the arms.

B.2 Components

Furnish one Poles Type 5-Steel designed to carry twin 15-foot luminaire arms and conforming to standard spec 657 and with dimensions for acceptable installation of the ramp gate hardware as shown on the detail. Ensure a contiguous pole by eliminating the hand hole near base of pole, thus allowing uninhibited mounting of the gate pivot assembly.

Furnish galvanized steel nuts and galvanized bolts conforming to ASTM A307 except where designated as high strength (HS) conform to ASTM A325. For the ramp closure gate locking mechanism, furnish a handle nut to fit on a ¾" bolt (B&B Part Number 0605P0539 or approved equal).

Furnish grade A36 steel for the gate supports, gate pivot assembly, and associated hardware that is all galvanized after fabrication by either a mechanical or hot-dip process. Grind welded connections, rough edges, and burrs smooth before galvanizing to ensure a finished appearance. Ensure that the galvanized coating conforms to ASTM A 153.

Provide aluminum/fiberglass gate arms of the nominal length the bid item indicates and conforming to plan dimensions. Cover gate arms on two sides with alternating red and white shop-applied type H reflective sheeting conforming to section 637 of the standard specifications. Also provide a shear pin base that is the manufacturer's "permanent pivot" style. Obtain components from a WisDOT Approved Products List qualified vendor.

Furnish a worm gear winch with a single line vertical lift capacity of 2000 lbs. Ensure that the winch has hardened steel gears, a handgrip, permanently lubricated bearings, a reinforced arc-welded reel assembly, and mounting plate. Ensure that the winch can be mounted to the winch mount plate shown on the construction details and the handgrip can be operated without conflict with the pole or ramp gate assembly. Furnish a 2 inch outdoor rated, rot resistant polyester strap for the connection between the worm gear winch and the gate arm pivot assembly.

Furnish solar power system and batteries conforming to the following:

1. Cabinet

The cabinet shall be manufactured of 0.125-inch sheet aluminum. Nominal cabinet dimensions shall be 26.25 inches high by 15.5 inches wide by 14.75 inches deep. The cabinet shall be a two-compartment type; the bottom compartment shall have a neoprene gasket seal so as to prevent battery gases from seeping into the top compartment. The cabinet shall have wire screened insect proof louvers on each side of both compartments for ventilation. The louvers shall be designed to not allow any rain to enter the cabinet. On the bottom of the cabinet there shall be two screened insect proof drain holes.

The door shall be a single unit with a continuous piano hinge riveted to the door and the cabinet. The door shall incorporate a neoprene gasket which, when closed, forms a snug weather tight seal. The door lock shall be a standard police lock, reinforced with a steel plate.

Each cabinet shall be equipped with the necessary rigid back wall for mounting to a traffic signal standard. The cabinet shall have a 1 inch diameter cable entry hole at each mounting location on the back.

2. Control Panel

The control panel containing the electronics shall be mounted in the top compartment of the cabinet using bolts with wing nuts for quick and easy removal. The solar panel and battery shall be connected directly to the solar charge controller terminals. All modular components shall be easily removed for replacement or maintenance.

The solar panels, load, and battery shall be fused for short circuit protection and ease of system maintenance.

Furnish the cabinet with a 10-position terminal block for the 12-VDC power distribution. Power wire terminal strips 10 position feed-through terminal blocks UL-recognized for No. 22 AWG wire through No. 16 AWG wire and UL-rated for 15 amps. The terminals shall be tin-plated brass with brass clips and clamps.

3. Solar Charge Controller

The solar charge controller shall control battery charging through pulse width, modulated, temperature compensating, constant charging algorithm. The solar charge controller will have both a low voltage disconnect (LVD) of 11.4 VDC and a high voltage disconnect (HVD) of 15.5 VDC. A liquid crystal display (LCD) of battery voltage, solar array current, and load current will be available with the solar charge controller. In addition, colored LEDs will display battery state. A green LED will indicate full charge, amber LED will indicate half charge, and a flashing red LED will indicate low charge. A solid glowing red LED will indicate the load has been disconnected. A separate green LED will indicate the battery is being charged.

The solar charge controller will have a load disconnect pushbutton. When the load is disconnected the button will glow red.

The solar charge controller will be capable of operating in a temperature range of -40° C and +85° degrees C.

Wire terminations to the solar charge controller shall be accomplished using Euro style terminations.

4. Solar Panel

The solar panel shall be a 50-watt high efficiency, single crystal silicon solar cells that are laminated to glass with layers of ethylene vinyl acetate (EVA). The panel will be self-cleaning, impact resistant, highly transmissive, tempered glass superstrate. The panel module frame will be made of extruded, polymer-coated aluminum alloy or similar approved construction. The panel module junction box will be a UV-resistant, weatherproof wire termination system that handles #14 AWG to #8 AWG wiring. The minimum wattage for the system shall be determined by the supplier, with design calculations submitted with the bid.

5. Solar Panel Mount

The solar panel mounting system shall consist entirely of non-corrosive materials, including aluminum brackets and zinc-plated hardware. The solar panel shall be mounted at angle of 60 degrees from horizontal, shall mount to a pole with a nominal diameter of 4-inches, and shall be designed for minimum of 30 pound per square foot.

6. Battery

The battery shall be a 99-amp-hour type 31 AGM maintenance-free, deep cycle, 12 volt DC battery. It shall contain valve regulation with a self-discharge rate of 1% per month or less (at 20° C). The battery will utilize T881 terminals. The positive terminal will be covered with a rubber boot to protect the battery from accidental shorting.

Furnish gate flasher assemblies conforming to the following:

1. A 2-conductor battery connector, rated 12 volts at 5 amps minimum.
2. A 2-amp weather resistant in-line fuse and fuse holder.
3. Wiring harness made from 6-conductor 14 AWG stranded insulated control cable.
4. 12-volt flasher controller, capable of providing LED flashers with 5% to 100% duty cycle at a one-second pulse repetition rate.
5. A 4-conductor male/female electrical connector pair, 10-amp capacity for each connection, weather resistant, and mounted to allow rapid gate arm replacement.
6. A 5-amp mercury switch with less than 3 ohms “on” resistance and a 20- to 30-degree activation angle. Mount the switch on the gate arm to activate the flashers when the gate arm is lowered more than 45 degrees from vertical.
7. Furnish red LED flashers meeting the requirements of the MUTCD and/or AREMA standards for hue and brightness.

Power consumption	0.45 amp @ 10.5 V
Life expectancy	100,000 hrs
Directionality	0-degree cone orthogonal to face of flasher
Compliance temperature	-40° C to +70° C

Furnish electrical wires with jackets conforming to the following color scheme throughout the ramp closure gate system:

- Hot = Black or Red
- Neutral = White
- Ground = Green

Furnish a 4-digit combination padlock (Master Lock Model 175DLH or approved equal) for the purpose of preventing unauthorized use of the ramp closure gate system.

C Construction

C.1 Ramp Closure Gates

Under the Ramp Closure Gates bid items, provide ramp closure gate at the locations the plans show. Apply corrosion protection material from the department's approved products list to the interface between the aluminum base and steel pole. The engineer may direct adjustment of the gate arm assembly to ensure the correct vertical and angular orientation of the completed closure gate.

Install solar power system and battery as the plans show. The engineer may direct adjustment of the solar power unit to ensure the correct orientation to the sun.

Connect the battery to the wiring harness through the female side of a 2-terminal polarized electrical connector. Connect male side of this connector to the flasher controller and the female side of a weatherproof polarized 4-conductor electrical connector.

Attach the male side of the 4 conductor electrical connector, mercury switch, wiring harness and the three LED flasher units to the portion of the flasher assembly mounted on the breakaway portion of the gate arm. Adjust mercury switch so that as the gate arm is lowered to a maximum of 45 degrees from the vertical, the gate flasher assembly is energized, and the LEDs begin to flash. Ensure that when the gate arm is raised to a minimum of 15 degrees from vertical, the mercury switches the gate flasher assembly off.

C.2 Furnishing Gate Arms

Under the Ramp Closure Gate Arms Stockpile bid items, furnish and deliver spare arms of the nominal length the bid item indicates conforming to B.2(4) of this special provision. Deliver spare gate arms to an address provided by:

Rich Walthers,
Eau Claire Co. Highway Supervisor
(715) 839-2954

C.3 Furnishing Flashers

Under the Ramp Closure Gate Flasher Stockpile bid item, furnish and deliver spare gate flasher assemblies conforming to B.2(7) of this special provision. Deliver spare gate arms to an address provided by:

Rich Walthers,
Eau Claire Co. Highway Supervisor
(715) 839-2954

D Measurement

The department will measure the Ramp Closure Gates Solar Powered (Size) as each individual installation, acceptably completed.

The department will measure the Ramp Closure Gate Arms Stockpile (Size) and Ramp Closure Gate Flashers Stockpile as each individual unit acceptably furnished and delivered.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Ramp Closure Gates Solar Powered 30-FT	Each
SPV.0060.08	Ramp Closure Gate Arms Stockpile 30-FT	Each
SPV.0060.09	Ramp Closure Gate Flashers Stockpile	Each

Payment for the Ramp Closure Gate Solar Powered is full compensation for providing ramp closure gates including support poles, gate arm assemblies, guides and collars, gate arms, solar power system, cabinets, wiring and batteries, and gate flashers.

Payment for the Ramp Closure Gate Arms Stockpile is full compensation for furnishing and delivering ramp closure gate arms.

Payment for the Ramp Closure Gate Flashers Stockpile is full compensation for furnishing and delivering ramp closure gate flasher assemblies.

50. Ramp Closure Gates Hardwired 30-FT, Item SPV.0060.07.

A Description

This special provision describes providing freeway on-ramp closure gates on type 5 steel luminaire poles, and furnishing and delivering spare gate arms and flashers.

B Materials

B.1 General

Provide five user manuals and a listing of vendors and contact information for each manufactured component including flasher electrical components.

The engineer may allow alternate components equal to the manufactured components this special provision specifies. The engineer may require modification of the plan details to accommodate alternates. If the contractor provides an alternate arm and/or mounting adaptor, the engineer will reject that alternate if the contractor cannot demonstrate, to the engineer's satisfaction, that the department can easily remove and replace the arms.

B.2 Components

Furnish one Poles Type 5-Steel designed to carry twin 15-foot luminaire arms and conforming to standard spec 657 and with dimensions for acceptable installation of the ramp gate hardware as shown on the detail. Ensure a contiguous pole by eliminating the hand hole near base of pole, thus allowing uninhibited mounting of the gate pivot assembly.

Furnish galvanized steel nuts and galvanized bolts conforming to ASTM A307 except where designated as high strength (HS) conform to ASTM A325. For the ramp closure gate locking mechanism, furnish a handle nut to fit on a 3/4" bolt (B&B Roadway Part Number 0605P0539 or approved equal).

Furnish grade A36 steel for the gate supports, gate pivot assembly, and associated hardware that is all galvanized after fabrication by either a mechanical or hot-dip process. Grind welded connections, rough edges, and burrs smooth before galvanizing to ensure a finished appearance. Ensure that the galvanized coating conforms to ASTM A 153.

Provide aluminum/fiberglass gate arms of the nominal length the bid item indicates and conforming to plan dimensions. Cover gate arms on two sides with alternating red and white shop-applied type H reflective sheeting conforming to section 637 of the standard specifications. Also provide a shear pin base that is the manufacturer's "permanent pivot" style. Obtain components from a WisDOT Approved Products List qualified vendor.

Furnish a worm gear winch with a single line vertical lift capacity of 2000 lbs. Ensure that the winch has hardened steel gears, a handgrip, permanently lubricated bearings, a reinforced arc-welded reel assembly, and mounting plate. Ensure that the winch can be mounted to the winch mount plate shown on the construction details and the handgrip can be operated without conflict with the pole or ramp gate assembly. Furnish a 2 inch outdoor rated, rot resistant polyester strap for the connection between the worm gear winch and the gate arm pivot assembly.

Furnish hardwire power system and connections conforming to the following:

1. Cabinet

Furnish cabinet assemblies, power wire terminal strips, and power supplies for the on-ramp closure gate systems.

The cabinet shall be the following dimensions: 9-inches wide, 15-inches high, and 5-inches deep.

Minimum wall thickness of the aluminum castings shall be 3/16-inch.

Cabinet body shall have a cast rain hood over the top of the door opening.

Door shall be manufactured to accept a Corbin No. 2 lock.

Hinges shall consist of 3/6-inch diameter pins in cast hinge bosses that allow door to swing no less than 180° when open.

Cabinet shall be capable of being field prepared for top, bottom, or rear mounting and wire entrance holes.

Set screws shall be stainless steel.

Assembly shall be water resistant by the door flange in full contact with and compressing a neoprene gasket held by an adhesive to a groove cast into the cabinet body.

The cabinets shall consist of a cabinet body, door, and latch cast from aluminum alloy 319 or approved equivalent, and a Corbin No. 2 lock. The cast shall be free of voids, pits, dents, molding sand, and excessive foundry grinding marks. All radii shall be smooth and intact. Exterior and interior surfaces shall be smooth and cosmetically acceptable, free of molding fins, cracks, and other blemishes.

The aluminum shall meet the following minimum requirements:

- Yield Strength – 18 ksi
- Tensile Strength – 27 ksi
- Brinell Hardness – 70
- Elongation (% in 2 inches) – 2

The assembly shall have an alodine conversion coating to provide corrosion resistance and a proper base for paint adhesion.

Furnish a stainless steel or anodized steel mounting adapter plate to mount the cabinet to a pole with stainless steel banding straps.

2. Power Converter

Furnish the cabinet with a 120 VAC to 12 VDC power converter.

Furnish the cabinet with a 10 position terminal block for the 12 VDC power distribution. Power wire terminal strips 10 position feed-through terminal blocks UL-recognized for No. 22 AWG wire through No. 16 AWG wire and UL-rated for 15 amps. The terminals shall be tin-plated brass with brass clips and clamps.

Furnish gate flasher assemblies conforming to the following:

1. A 2-conductor connector, rated 12 volts at 5 amps minimum.
2. A 2-amp weather resistant in-line fuse and fuse holder.
3. Wiring harness made from 6-conductor 14 AWG stranded insulated control cable.

4. A 12-V flasher controller, capable of providing LED flashers with 5% to 100% duty cycle at a one-second pulse repetition rate.
5. A 4-conductor male/female electrical connector pair, 10 amp capacity for each connection, weather resistant, and mounted to allow rapid gate arm replacement.
6. A 5-amp mercury switch with less than 3 ohms “on” resistance and a 20- to 30-degree activation angle. Mount the switch on the gate arm to activate the flashers when the gate arm is lowered more than 45 degrees from vertical.
7. Furnish red LED flashers meeting the requirements of the MUTCD and/or AREMA standards for hue and brightness.

Power consumption	0.45 amp @ 10.5 V
Life expectancy	100,000 hrs
Directionality	0-degree cone orthogonal to face of flasher
Compliance temperature	-40° C to +70° C

Furnish electrical wires with jackets conforming to the following color scheme throughout the ramp closure gate system:

- Hot = Black or Red
- Neutral = White
- Ground = Green

Furnish a 4-digit combination padlock (Master Lock Model 175DLH or approved equal) for the purpose of preventing unauthorized use of the ramp closure gate system.

C Construction

C.1 Ramp Closure Gates

Under the Ramp Closure Gates bid items, provide ramp closure gate at the locations the plans show. Apply corrosion protection material from the department's approved products list to the interface between the aluminum base and steel pole. The engineer may direct adjustment of the gate arm assembly to ensure the correct vertical and angular orientation of the completed closure gate.

Install cabinet with power supply, flasher controller, and other components. Connect the 120 VAC to 12 VDC power supply to the circuit breaker in the breaker disconnect box. Connect the 120 VAC to 12 VDC power supply to the 10-position terminal block and connect the 12 VDC components to the terminal block.

Connect the 12 VDC terminal strip to the wiring harness through the female side of a 2-terminal polarized electrical connector. Connect male side of this connector to the flasher controller and the female side of a weatherproof polarized 4-conductor electrical connector.

Attach the male side of the 4 conductor electrical connector, mercury switch, wiring harness and the three LED flasher units to the portion of the flasher assembly mounted on the breakaway portion of the gate arm. Adjust mercury switch so that as the gate arm is lowered to a maximum of 45 degrees from the vertical, the gate flasher assembly is energized, and the LEDs begin to flash. Ensure that when the gate arm is raised to a minimum of 15 degrees from vertical, the mercury switches the gate flasher assembly off.

C.2 Furnishing Gate Arms

Under the Ramp Closure Gate Arms Stockpile bid items, furnish and deliver spare arms of the nominal length the bid item indicates conforming to B.2(4) of this special provision. Deliver spare gate arms to an address provided by:

Rich Walthers,
Eau Claire Co. Highway Supervisor
(715) 839-2954

C.3 Furnishing Flashers

Under the Ramp Closure Gate Flasher Stockpile bid item, furnish and deliver spare gate flasher assemblies conforming to B.2(7) of this special provision. Deliver spare gate arms to an address provided by:

Rich Walthers,
Eau Claire Co. Highway Supervisor
(715) 839-2954

D Measurement

The department will measure the Ramp Closure Gates Hardwired (Size) as each individual installation, 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.0060.07	Ramp Closure Gates Hardwired 30-FT	Each

Payment for the Ramp Closure Gate Hardwired is full compensation for providing ramp closure gates including support poles, gate arm assemblies, guides and collars, gate arms, cabinets, wiring and power converters, and gate flashers.

51. Bar Steel Reinforcement HS Stainless Bridges, Item SPV.0085.01.

A Description

This special provision describes furnishing and placing high strength stainless steel bar steel reinforcement in cut lengths as shown on the plans, and as hereinafter provided.

B Material

B.1 General

Reinforcement bars shall be deformed Grade 60, with a yield stress of 60,000 psi, meeting the requirements of ASTM A615, Standard Specifications for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement, ASTM A955, Standard Specification for Deformed and Plain Stainless Steel Bars for Concrete Reinforcement, section 505 of the standard specifications, and the following.

B.2 Stainless Steel Requirements

The specified solid stainless steel can be as follows: Type 316L, Type 316LN, or 2205 Duplex stainless steel meeting the requirements of ASTM A240, ASTM A276, ASTM A479, ASTM A955, and ASME SA479 as applicable.

The stainless steel reinforcement bars shall meet the bending requirements of ASTM A615 and ASTM A955.

C Construction

Handle, store and place stainless steel bars in accordance with the applicable requirements of standard spec 505 except as herein modified.

Exercise care when handling bars to avoid damage to the bundles.

Equipment for handling bars shall have protected contact areas.

Off-load bars as close as possible to their points of placement or under the crane so that the bars can be hoisted to the areas of placement to minimize rehandling.

Store bars off the ground on protective cribbing. Use timbers placed between the bundles when stacking is necessary. Space supports sufficiently close to prevent sags in the bundles.

Store bars separately from black steel.

Do not flame cut stainless steel bars.

Use epoxy-coated steel or stainless steel wire supports, spacers, and tying wire.

Minimize or eliminate where possible contact between stainless steel bars and black bars.

Welding of stainless steel bars is prohibited.

D Measurement

The department will measure Bar Steel Reinforcement HS Bridges Stainless by the pound, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.01	Bar Steel Reinforcement HS Stainless Bridges	LB

Payment is full compensation for providing, transporting, storing and placing reinforcement including supports.

52. Regrade Ditch, Item SPV.0090.01.**A Description**

This special provision describes excavating, grading, shaping, compacting, topsoiling, and finishing all disturbed areas, and properly disposing of surplus material necessary to clean ditches, as shown on the plans and as directed by the engineer.

B Materials

Incorporate materials in the work that are in accordance with the pertinent provisions of the standard specifications and special provisions.

C Construction

Perform all work in accordance with the pertinent provisions of the standard specifications.

Use all suitable materials removed from the ditches in other areas requiring fill material within the project limits as the engineer directs. Dispose of surplus and unsuitable material as specified in standard spec 205.3.12.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Regrade Ditch	LF

Payment is full compensation for furnishing all excavation, grading, shaping, and compacting; furnishing and placing fill if necessary; disposal of surplus material; furnishing and placing topsoil or salvaged topsoil, seed, fertilizer and mulch.

53. Concrete Curb and Gutter Cure and Seal Treatment, Item SPV.0090.02.

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 with the manufacturer's specifications.

D Measurement

The department will measure the 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.0090.02	Concrete Curb and Gutter Cure and Seal Treatment	LF

Payment is full compensation for providing and installing Concrete Curb and Gutter Cure and Seal Treatment.

54. Concrete Barrier Type S36C Special, Item SPV.0090.03.

A Description

The work under this item consists of constructing permanent cast-in-place concrete barrier and footing at locations shown in the plans and in accordance with pertinent plan details, standard spec 502 and 603, as directed by the engineer, and as hereinafter provided.

B Materials

Conform to standard spec 603.2.

Provide 1-Inch polystyrene insulation directly on top of the pier column footing as shown in the plans and as directed by the engineer.

C Construction

Conform to standard spec 603.3. The barrier and footing shall be cast in place.

Polystyrene shall be adhered to the footing in a manor to prevent movement after placing by an epoxy type bonding system or tacked in place prior to the placing of the barrier.

Tolerances shall be after footing verified after footing placement and prior to placement of concrete barrier to allow for the 1-Inch layer of polystyrene. Any variances shall be adjusted by the contractor prior to placement of the concrete barrier.

D Measurement

The department will measure Concrete Barrier Type S36C Special by the linear foot, acceptably completed, measured along the base of the barrier.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Concrete Barrier Type S36C Special	LF

Payment for Single Slope Retaining Wall, Special 36-Inch is full compensation for excavating and preparing the foundation; for providing all materials, including concrete, expansion joints, and reinforcement; polystyrene insulation and for placing, finishing, protecting, and curing concrete.

55. Install Department Furnished Fiber Optic Cable, 6-Count and Locating Wire, Item SPV.0090.04.

A Description

This section describes the installing and testing of Department Furnished 6-Count Fiber Optic Cable and Locating Wire between the traffic signal controllers in accordance with the plans and as hereinafter provided.

B Materials

6-Count fiber optic cable and locating wire will be provided to the contractor by the department. The department will test department-furnished material before the contractor takes possession of it. Coordinate with the department to assist and witness testing. If the contractor fails to coordinate with the department, once in possession of the material, the contractor shall take full responsibility for replacement of damaged or malfunctioning components or other elements.

Notify the Northwest Region – Eau Claire Office Electrical Unit at (715) 839-3787 and make arrangements for test witnessing and picking up the department furnished materials three working days prior to picking the materials up.

Furnish all materials and equipment to install department furnished 6-count, fiber optic cable and locating wire.

C Construction

Install all cables into the conduit using a flat woven pull tape. Optionally, install the cable via forced air and a track pushing mechanism. Do not use a single pull tape for more than a single cable pull. Install the pull tape, fiber optic cable and locating wire according to the fiber optic cable and locating wire manufacturer's recommendations.

Do not splice underground in pull boxes or conduit. Do not leave fiber optic cable ends uncovered or submerged in water. If the engineer observes this condition, the engineer may reject the entire length of cable. Cover tape with a liberal coating of an electrical varnish or sealant providing flexible protection from oil, moisture, and corrosion. Obtain the engineer's approval of this electrical coating before using.

Leave 25 feet of fiber optic cable at all termination points.

Northwest Region electricians will complete all terminations at the traffic signal cabinets.

The department will test the fiber optic cable and locating wire upon completion of the installation. If either the fiber optic cable or locating wire is determined by testing to be defective, the contractor shall take full responsibility for the replacement of the full length of either the fiber optic cable and/or locating wire.

D Measurement

The department will measure Install Department Furnished Fiber Optic Cable, 6-Count and Locating Wire 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.0090.04	Install Department Furnished Fiber Optic Cable, 6-Count and Locating Wire	LF

Payment is full compensation for picking up the materials at the region electrical shop; installing the fiber optic cable and locating wire; and for furnishing and installing all other materials necessary to complete the contract work.

56. Concrete Curb and Gutter 4-Inch Sloped 60-Inch Type A Special, Item SPV.0090.05.

A Description

This special provision describes furnishing all materials and constructing a cast-in-place concrete curb and gutter section as shown on the plans, in accordance to standard spec 601, and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Concrete Curb and Gutter 4-Inch Sloped 60-Inch Type A Special 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.0090.05	Concrete Curb and Gutter 4-Inch Sloped 60-Inch Type A Special	LF

Payment is full compensation for excavating and preparing the foundation; for providing all materials, including concrete, and expansion joints; placing, finishing, protecting and curing concrete.

57. Survey Project 1022-08-73, Item SPV.0105.01.

A Description

Perform this work according to standard spec 105.6 and standard spec 650 and as hereinafter provided.

Standard spec 105.6 and 650 are modified to define the requirements for construction staking for this contract.

Replace standard spec 105.6.2 with the following:

The department will not perform any construction staking for this contract. The contractor shall perform all survey required to layout and construct the work under this contract, subject to engineer's approval.

The survey includes establishing horizontal and vertical position for all aspects of construction including but not limited to storm sewer, subgrade, base, curb, gutter, curb and gutter, pipe culverts, structure layout, pavement, barriers (temporary and permanent), electrical installations, supplemental control, slope stakes, pavement markings, ITS, FTMS, ramp gates, parking lots, utilities, landscaping elements, irrigation system layout, installation of community sensitive design elements, traffic control items, fencing, etc.

The department may choose to perform quality assurance survey during construction. This quality assurance survey does not relieve the contractor of the responsibility for furnishing all survey work required under this contract.

Delete standard spec 650.1 of the standard specifications.

B (Vacant)

C Construction

Survey required under this item shall be in accordance to all pertinent requirements of section 650 of the standard specifications and shall include all other miscellaneous survey required to layout and construct all work under this contract.

D Measurement

The department will measure Survey Project 1022-08-73 as a single lump sum unit of work for survey, 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.0105.01	Survey Project 1022-08-73	LS

Payment is full compensation for performing all survey work required to layout and construct all work under this contract.

58. Construction Staking Concrete Pavement Joint Layout, Item SPV.0105.02.

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 with 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.0105.02	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.

59. Project Concrete Crack Mitigation and Repair Special, Item SPV.0105.03.

A Description

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

B (Vacant)

C Construction

Provide the engineer with HIPERPAV analysis three days prior to the placement of Concrete Pavement 9-Inch Special and . If seven 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 Project 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.0105.03	Project 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.

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

60. Salvage Above Ground Traffic Signal and Lighting Equipment, IH 94 Eastbound Ramps and STH 37 (Hendrickson Drive), Item SPV.0105.04; IH 94 Westbound Ramps and STH 37 (Hendrickson Drive), Item SPV.0105.05.

A Description

This special provision describes salvaging Above Ground Traffic Signal and Lighting Equipment as well as all electrical wiring in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

The above ground traffic signal and lighting equipment is located at the intersections of IH 94 eastbound Ramps and STH 37 (Hendrickson Drive) and IH 94 westbound Ramps and STH 37 (Hendrickson Drive). This includes the salvaging of all electrical wiring within the project limits.

The above ground traffic signal and lighting equipment and the electrical wiring is the department's property. All DOT signal and lighting equipment shall be carefully loaded and transported to the Eau Claire Electrical Shop.

The Eau Claire Electrical Unit shall be notified at (715) 839-3787 at least three business days prior to delivery to coordinate the delivery to 5009 USH 53 South, Eau Claire, WI 54701.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Salvage Above Ground Traffic Signal and Lighting Equipment (Location) 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 items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.04	Salvage Above Ground Traffic Signal and Lighting Equipment, IH 94 Eastbound Ramps and STH 37 (Hendrickson Drive)	LS
SPV.0105.04	Salvage Above Ground Traffic Signal and Lighting Equipment, IH 94 Westbound Ramps and STH 37 (Hendrickson Drive)	LS

Payment is full compensation for furnishing all labor, tools, equipment, and incidentals required to perform the work.

61. Install Emergency Vehicle Preemption (EVP) Controller, WisDOT Owned Traffic Signals, IH 94 Eastbound Ramps and STH 37 (Hendrickson Drive), Item SPV.0105.06; IH 94 Westbound Ramps and STH 37 (Hendrickson Drive), Item SPV.0105.07.

A Description

This special provision describes installing department supplied receivers and cable on poles at the specified intersection as shown in the plans.

B Materials

WisDOT shall provide the EVP receivers and required cable. The contractor shall provide a polycarbonate traffic signal face mounting bracket, reducing bushing, lock ring, pinnacle (cap), pole grommet (or chase nipple), and any incidental items necessary for installation.

C Construction

On a Type 2 or 3 pole, mount the EVP receiver just above the upper traffic signal mast arm bracket, positioning the polybracket above the traffic signal mast arm. Any other mounting configuration shall be as shown in the plans. Install the supplied cable from the traffic signal control cabinet to the EVP receiver with only one splice, which shall be in the mounting pole base. Include a six foot loop of spare cable in the pull box nearest the mounting pole. Wire the receiver per supplied manufacturer's recommendation. Connect the cabinet termination per the cabinet wiring schematic. Aim the EVP receiver per the manufacturer's recommendation. When the installation is complete, advise the engineer who shall contact the district electrical personnel for testing and final acceptance. Allow three days for scheduling of test.

D Measurement

The department will measure Install Emergency Vehicle Preemption (EVP) Controller, WisDOT Owned Traffic Signals (Location), completed in accordance with the contract and accepted, as a single complete lump sum unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.06	Install Emergency Vehicle Preemption (EVP) Controller, WisDOT Owned Traffic Signals, IH 94 Eastbound Ramps and STH 37 (Hendrickson Drive)	LS
SPV.0105.07	Install Emergency Vehicle Preemption (EVP) Controller, WisDOT Owned Traffic Signals, IH 94 Westbound Ramps and STH 37 (Hendrickson Drive)	LS

Payment is full compensation for picking up from the district electrical shop the EVP receivers and cable; installing the EVP receivers and cable; furnishing and installing the mounting hardware and any miscellaneous items necessary to complete the entire system at the specified intersection.

62. Transporting Traffic Signal and Intersection Lighting Materials IH 94 Eastbound Ramps and STH 37 (Hendrickson Drive), Item SPV.0105.08; IH 94 Westbound and STH 37 (Hendrickson Drive), Item SPV.0105.09.

A Description

This special provision describes the transporting of department furnished materials for traffic signals and intersection lighting.

B Materials

Transport materials furnished by the department including: Anchor roads, monotube arms/poles and luminaire arms (to be installed on monotube assemblies).

Pick up the department furnished materials at the department's Electrical Shop located at 5009 USH 53 South, Eau Claire, WI. Notify the department's Electrical Field Unit at (715) 839-3787 and make arrangements for picking up the department furnished materials at least five working days prior to picking the materials up.

Provide all other needed materials in conformance with standard spec 651.2, 652.2, 653.2, 654.2, 655.2, 656.2, 657.2, 658.2, and 659.2.

C Construction

Perform work in accordance with standard spec 651.3, 652.3, 653.3, 654.3, 655.3, 656.3, 657.3, 658.3, and 659.3 except as specified below.

D Measurement

The department will measure Transporting Traffic Signal and Intersection Lighting Materials 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 items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.08	Transporting Traffic Signal and Intersection Lighting Materials IH 94 Eastbound and STH 37 (Hendrickson Drive)	LS
SPV.0105.09	Transporting Traffic Signal and Intersection Lighting Materials IH 94 Westbound and STH 37 (Hendrickson Drive)	LS

Payment is full compensation for transporting the monotube poles, monotube arms and luminaire arms (to be installed on monotubes). Installation of these materials is included under a separate pay item.

63. Install Department Furnished Ornamental Signal Mounting Hardware For Traffic Signal, IH 94 Eastbound Ramps and STH 37 (Hendrickson Drive), Item SPV.0105.10; IH 94 Westbound Ramps and STH 37 (Hendrickson Drive), Item SPV.0105.11.

A Description

This section describes the installing Department furnished Ornamental Signal Mounting Hardware for Traffic Signal Standards in accordance to standard spec 658 and as hereinafter provided.

B Materials

Ornamental Signal Mounting Hardware for Traffic Signal Standards will be provided to the contractor by the department. Inspect all mounting hardware prior to taking possession. Once in possession of the material, the contractor shall take full responsibility for replacement of damaged or malfunctioning components or other elements.

Notify the Northwest Region – Eau Claire Office Electrical Unit at (715) 839-3787 and make arrangements for picking up the department furnished materials three working days prior to picking the materials up.

C Construction

Refer to standard spec 658.3.1 for construction requirements.

D Measurement

The department will measure Install Department Furnished Ornaments Signal Mounting Hardware for Traffic Signal (Location) as a single lump sum unit of work for each intersection, 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.0105.10	Install Department Furnished Ornamental Signal Mounting Hardware For Traffic Signal IH 94 Eastbound Ramps and STH 37 (Hendrickson Drive)	LS
SPV.0105.11	Install Department Furnished Ornamental Signal Mounting Hardware For Traffic Signal IH 94 Westbound Ramps and STH 37 (Hendrickson Drive)	LS

Payment is full compensation for picking up the materials at the region electrical shop; installing the ornamental signal mounting hardware; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work.

64. Signal Mounting Hardware For Pole Mountings, IH 94 Eastbound Ramps and STH 37 (Hendrickson Drive), Item SPV.0105.12; IH 94 Westbound Ramps and STH 37 (Hendrickson Drive), Item SPV.0105.13.

A Description

This section describes the furnishing and installing Signal Mounting Hardware for Pole Mountings in accordance to standard spec 658 and as hereinafter provided.

B Materials

Refer to standard spec 658.2.1 for pole mounting material requirements.

C Construction

Refer to standard spec 658.3.1 for construction requirements.

D Measurement

The department will measure Signal Mounting Hardware for Pole Mountings as a single lump sum unit for each intersection, 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.0105.12	Signal Mounting Hardware For Pole Mountings IH 94 Eastbound Ramps and STH 37 (Hendrickson Drive)	LS
SPV.0105.13	Signal Mounting Hardware For Pole Mountings IH 94 Westbound Ramps and STH 37 (Hendrickson Drive)	LS

Payment for Signal Mounting Hardware For Pole Mountings bid items is full compensation for providing and installing all mounting hardware, including spacers, necessary to attach traffic signal faces to poles or trombone arms.

65. Install Emergency Vehicle Preemption (EVP) Controller, WisDOT Owned Traffic Signals, IH 94 Eastbound Ramps and STH 37 (Hendrickson Drive), Item SPV.0105.14; IH 94 Westbound Ramps and STH 37 (Hendrickson Drive), Item SPV.0105.15.

A Description

This special provision describes installing department supplied receivers and cable on poles at the specified intersection as shown in the plans.

B Materials

WisDOT shall provide the EVP receivers and required cable. The contractor shall provide a polycarbonate traffic signal face mounting bracket, reducing bushing, lock ring, pinnacle (cap), pole grommet (or chase nipple), and any incidental items necessary for installation.

C Construction

On a Type 2 or 3 pole, mount the EVP receiver just above the upper traffic signal mast arm bracket, positioning the polybracket above the traffic signal mast arm. Any other mounting configuration shall be as shown in the plans. Install the supplied cable from the traffic signal control cabinet to the EVP receiver with only one splice, which shall be in the mounting pole base. Include a six foot loop of spare cable in the pull box nearest the mounting pole. Wire the receiver per supplied manufacturer's recommendation. Connect the cabinet termination per the cabinet wiring schematic. Aim the EVP receiver per the manufacturer's recommendation. When the installation is complete, advise the engineer who shall contact the district electrical personnel for testing and final acceptance. Allow three days for scheduling of test.

D Measurement

The department will measure Install Emergency Vehicle Preemption (EVP) Controller, WisDOT Owned Traffic Signals (Location), completed in accordance with the contract and accepted, as a single complete lump sum unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.14	Install Emergency Vehicle Preemption (EVP) Controller, WisDOT Owned Traffic Signals, IH 94 Eastbound Ramps and STH 37 (Hendrickson Drive)	LS
SPV.0105.15	Install Emergency Vehicle Preemption (EVP) Controller, WisDOT Owned Traffic Signals, IH 94 Westbound Ramps and STH 37 (Hendrickson Drive)	LS

Payment is full compensation for picking up from the district electrical shop the EVP receivers and cable; installing the EVP receivers and cable; furnishing and installing the mounting hardware and any miscellaneous items necessary to complete the entire system at the specified intersection.

66. Concrete Sidewalk Cure and Seal Treatment, Item SPV.0165.01.

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 with the manufacturer's specifications.

D Measurement

The department will measure the 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.0165.01	Concrete Sidewalk Cure and Seal Treatment	SF

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

67. Fiber Wrap Reinforcing, Item SPV.0165.10.**A Description**

This special provision describes providing structural strengthening using externally bonded, high-strength, fiber reinforced polymer (FRP) composite / epoxy resin systems field-applied in accordance with the details shown on the plans and as hereinafter provided.

B Materials

Furnish a glass or carbon composite fabric for that is a continuous unidirectional filament woven fabric with the following minimum requirements:

E-Glass Fabric

- Primary fibers for the fabric shall be electrical (E) glass fibers.
- 80,000 psi minimum ultimate tensile strength in the primary fiber direction per ASTM D-3039
- 0.05 inch minimum laminate thickness

Carbon Fabric

- Primary fibers for the fabric shall be carbon fibers.
- 140,000 psi minimum ultimate tensile strength in the primary fiber direction per ASTM D-3039
- 0.04 inch minimum laminate thickness

Use a two-component, solvent-free with 0% V.O.C. epoxy that is supplied by the manufacturer. Polyester resin shall not be allowed as a substitute for epoxy resin. Deliver epoxy materials in factory sealed containers with the manufacturer's labels intact and legible with verification of the date of manufacture and shelf life. Store products in a protected area at a temperature between 40 deg. F and 100°F with no moisture contact, no UV exposure, and according to the manufacture's requirements.

Provide to the engineer the FRP manufacturer's data sheet indicating physical, mechanical and chemical characteristics of all materials used in the FRP system. Provide to the engineer the FRP's manufacturer's Material Safety Data Sheets (MSDS) for all materials used.

Supplied composite fabric and epoxy resin products must have a minimum of ten installations. Furnish proof of successful installations including date of construction and owner references. Furnish certified test reports including 1000 hour tests for 140° Fahrenheit, water, salt water, alkaline soil, ozone, and efflorescence.

C Construction

C.1 Design

For the structural elements shown in the plans, design the FRP strengthening to provide additional structural strength equivalent to the area of additional mild steel reinforcement given in the plans. Design the externally bonded FRP strengthening system in accordance with ACI 440.2R-08, Guide for the Design and Construction of Externally Bonded FRP Systems for Strengthening Concrete Structures based on the design modulus and associated area of the cured laminate for the FRP system to be installed. FRP laminate design values must be lower than the calculated mean determined from the test results of ASTM D7565 and/or ASTM D3039 field test specimens.

Submit structural design calculations stamped and signed by a professional engineer.

C.2 Certified Applicators

Installers must have a minimum of three years of experience performing similar FRP composite strengthening and be trained and certified by the manufacturer of the supplied FRP composite / epoxy resin system being used. Submit a list of completed surface bonded FRP composite strengthening projects completed with the manufacturer's FRP composite system in the past three years. The list must include a minimum of 10 projects with the proposed FRP system, the dates when work was performed, general description of work, quantity of work and owner references. Provide written verification from the FRP composite manufacturer that the applicator has received the required training and is a certified installer by the FRP manufacturer.

C.3 Surface Preparation

Prepare the surfaces of the elements designated in the plans for strengthening so that they are free from fins, sharp edges, protrusions and cavities that may cause voids behind the casing or that, in the opinion of the engineer, may damage the fiber. For discontinuous applications, prepare the surface for bonding using a light abrasive sandblast, grinding or other methods approved by the engineer. Immediately prior to bonding all contact surfaces shall receive a final cleaning by hand or compressed air to remove any residual dust, powder residue or laitance.

Ensure that all contact surfaces of the pier are completely dry at the time of applying the composite. Coat newly repaired or patched surfaces that have not cured a minimum of seven days with water-based epoxy paint, or other approved sealer.

C.4 Installation

At the time of mixing, the ambient temperature and the temperature of the epoxy resin components shall be between 55 and 95 degrees F. Apply the composite when the relative humidity is less than 85 percent and the surface temperature is more than 5 degrees F above the dew point. Begin application within one hour after the batch has been mixed.

Mix the components of the epoxy resin with a mechanical mixer and apply the epoxy resin uniformly to the fiber at a rate that shall ensure complete saturation of the fabric.

Apply the fabric in one continuous piece surrounding both sides and the bottom of prestressed beams and pier caps for shear strengthening. Apply the fabric in one continuous piece along the bottom and sides of beams for flexural strengthening. Apply the fabric in one continuous piece surrounding pier columns. The fiber wrap shall be a minimum of one layer with edge laps of 6-inches and end laps of 12-inches. Multiple layers shall have end laps offset by a minimum of 90 degrees.

In order to achieve complete bond between layers, place successive layers of composite materials before polymerization of the previous layer of epoxy is complete. If polymerization does occur between layers, roughen the surface using a light abrasive that will not damage the fiber. Release or roll-out entrapped air before the epoxy sets.

Cover the final layer of fabric with a 15-mil thick coat of epoxy that produces a uniform finished surface.

After the final epoxy coat is completely polymerized, clean and roughen the exterior surfaces of the composite wrap using a light abrasive. The abrasive shall be of the appropriate hardness to roughen the surface without damaging the fibers. Before painting, dust and dry all cleaned and roughened surfaces.

An additional coating system consisting of paint is required to protect the fibers from the elements, specifically UV radiation, and to give the final aesthetic effect. Paint the areas with a minimum of two finish coats of acrylic paint. The color, to be selected by the engineer, is to closely match the concrete color. The total dry film thickness of all applications of the finish coats shall be not less than 4 mils or more than 8 mils.

C.5 Testing and Acceptance

C.5.1 Records and Sampling

Record lot number of fabric and epoxy resin used, and location of installation. Record square footage of fabric and volume of epoxy used each day.

Prepare sample batches consisting of two 12 inch x 12 inch samples of cured composite made each day. A minimum of two sample batches shall be made daily. Collect materials for the sample batches at an appropriate spaced interval during the day to ensure the maximum material deviance in the components of the FRP composite.

Prepare samples on a smooth, level surface covered with polyethylene sheeting or 16 mil plastic film. Prime the sheeting or film surface with epoxy resin. Place one layer of saturated fabric and apply additional topping of epoxy. Cover with plastic film and squeegee out all air bubbles. Store samples flat in a sample box or in a protected area and do not move for a minimum of 48 hours after casting.

C.5.2 Laboratory Testing

The prepared, identified samples shall be tested by an approved, experienced laboratory. Precondition the samples at 140°F for 48 hours before testing. Cut test specimens from samples provided and test for ultimate tensile strength, tensile modulus and percentage elongation per ASTM D7565 and/or ASTM D3039 in the longitudinal fiber direction.

Test a minimum of 15% of all samples per ICC AC178, *Interim Criteria for Inspection and Verification of Concrete and Reinforced and Unreinforced Masonry Strengthening Using Externally Bonded Fiber Reinforced (FRP) Composite Systems*. If one set of coupons fails to meet the design values (on average) then the other 12 inch x 12 inch sample from the same sample batch will be tested. If the second sample tested also fails (on average) to meet the design values, the remaining sample batch for that day will be tested and appropriate remediation shall be taken to ensure the integrity of the system at the locations from the failed sample batch.

C.5.3 Acceptance

FRP design values must be lower than the calculated mean determined from the test ASTM D7565 and or ASTM D3039 test results. Acceptable minimum values for the ultimate tensile strength, tensile modulus and elongation shall not be below the submitted design values.

Any test result values on average below the submitted design values are considered a failure and require remediation.

C.5.4 Required Remediation

Inject or back fill any small voids or bubbles (3" diameter or less) with epoxy. Voids or delaminated areas greater than 3" in diameter or an equivalent rectangular area shall be reported to the engineer. Proposed remediation procedure(s) for addressing these areas are subject to the acceptance of the engineer.

In the event the laboratory testing determines a sample batch possess material properties (on average) below the material properties assumed for design, remedial measures are required. Any structural member where the installed FRP composite system has tested material properties below the values used for the design must be remediated. Install additional layers or provide other remediation acceptable to the engineer.

D Measurement

The department will measure Fiber Wrap Reinforcing 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.0165.10	Fiber Wrap Reinforcing	SF

Payment is full compensation for design, preparing required submittals, cleaning and preparing the surfaces of elements to be strengthened; furnishing, transporting, handling, and installing the fabric, finish coat of epoxy, the final paint-coating system; sampling, sample preparation and laboratory testing, required remediation. No extra measurement or payment will be made for overlap areas.

68. Concrete Pavement 9-Inch Special, Item SPV.0180.01; 10-Inch Special, Item SPV.0180.02; Concrete Pavement 12-Inch Special, Item SPV.0180.03.

A Description

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

B Materials

Supplement standard spec 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 seven 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. One hundred percent of the aggregate shall pass the 1-inch sieve.

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

C Construction

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 (inch) Special by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Concrete pavement 9-Inch Special	SY
SPV.0180.02	Concrete pavement 10-Inch Special	SY
SPV.0180.03	Concrete pavement 12-Inch Special	SY

Delete standard spec 415.5.3 and replace with article Project Concrete Crack Mitigation and Repair, Item SPV.0105.03.

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

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

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

I. BASIC CONCEPTS

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

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

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

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 7 (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 C150, 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"	2 3/8"
		END ^[1]	2 3/4"	3 1/4"	4 1/4"	4 3/4"
		SUM IN MIDDLE 1/2 OF LENGTH ^[2]	11"	13"	17"	19
	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"	2 7/8"
		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 pages 17-22 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/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
EAU CLAIRE COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development
for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on May 1, 2013

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

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

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

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

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

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	35.58	19.20	54.78
Carpenter	30.16	15.31	45.47
Cement Finisher	31.37	16.85	48.22
Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	29.13	17.97	47.10
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	28.00	4.50	32.50
Ironworker	34.05	20.46	54.51
Line Constructor (Electrical)	31.29	15.34	46.63
Painter	28.00	13.48	41.48
Pavement Marking Operator	24.11	20.08	44.19
Piledriver	30.66	15.31	45.97
Roofer or Waterproofer	22.95	10.62	33.57
Teledata Technician or Installer	14.50	6.60	21.10
Tuckpointer, Caulker or Cleaner	23.41	14.64	38.05
Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	33.35	14.21	47.56
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	13.75	49.25
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

Single Axle or Two Axle	33.22	18.90	52.12
Three or More Axle	23.31	17.13	40.44
Future Increase(s): 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, Dumptror, Off Road Material Hauler	27.77	19.90	47.67
Future Increase(s): 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 night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Pavement Marking Vehicle	23.84	14.82	38.66
Shadow or Pilot Vehicle	33.22	18.90	52.12
Truck Mechanic	22.50	16.19	38.69

LABORERS

General Laborer	28.07	13.90	41.97
Future Increase(s): 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	24.51	14.79	39.30
Landscaper	28.07	13.90	41.97
Future Increase(s): 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	24.70	13.90	38.60
Future Increase(s): 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.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	13.00	3.81	16.81
Railroad Track Laborer	13.00	2.60	15.60

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$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 night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	35.22	19.90	55.12
Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$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 night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	34.72	19.90	54.62
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 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 6/1/13; Add \$1.75/hr on 6/1/14.	34.22	19.90	54.12

<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>
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 night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
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.	33.96	19.90	53.86
Future Increase(s): 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 night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
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; Oilier; 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.	34.22	19.90	54.12
Future Increase(s): 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 night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Fiber Optic Cable Equipment.	20.00	8.16	28.16

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: February 1, 2013

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	Truck Drivers:		
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);	27.02	13.45	1 & 2 Axles	23.16	17.13
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man	27.07	13.45	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic	23.31	17.13
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			

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0, dated January 4, 2013; Modification #1 dated February 1, 2013.

CLASSES OF LABORER AND MECHANICS

Bricklayer	30.42	16.97
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	34.15	21.20
Cement Mason/Concrete Finisher	31.37	16.85
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

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: February 1, 2013

<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: February 1, 2013

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:
20130514046PROJECT(S):
1022-08-73FEDERAL ID(S):
WISC 2013287

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	33.000				
		STA	.		.	
0020	201.0120 CLEARING	94.000				
		ID	.		.	
0030	201.0205 GRUBBING	33.000				
		STA	.		.	
0040	201.0220 GRUBBING	94.000				
		ID	.		.	
0050	203.0100 REMOVING SMALL PIPE CULVERTS	13.000				
		EACH	.		.	
0060	203.0200 REMOVING OLD STRUCTURE (STATION) 01. STA 266'EB'+14.27	LUMP	LUMP			.
0070	203.0200 REMOVING OLD STRUCTURE (STATION) 02. STA 354'EB'+39.81	LUMP	LUMP			.
0080	203.0600.S REMOVING OLD STRUCTURE OVER WATERWAY WITH MINIMAL DEBRIS (STATION) 03. STA 407+45. 00	LUMP	LUMP			.
0090	203.0600.S REMOVING OLD STRUCTURE OVER WATERWAY WITH MINIMAL DEBRIS (STATION) 04. STA 407+83. 00	LUMP	LUMP			.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130514046PROJECT(S):
1022-08-73FEDERAL ID(S):
WISC 2013287

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	204.0100 REMOVING PAVEMENT	179,289.000 SY	.		.	
0110	204.0110 REMOVING ASPHALTIC SURFACE	12,229.000 SY	.		.	
0120	204.0115 REMOVING ASPHALTIC SURFACE BUTT JOINTS	328.000 SY	.		.	
0130	204.0120 REMOVING ASPHALTIC SURFACE MILLING	11,349.000 SY	.		.	
0140	204.0170 REMOVING FENCE	60,154.000 LF	.		.	
0150	204.0180 REMOVING DELINEATORS AND MARKERS	494.000 EACH	.		.	
0160	204.0185 REMOVING MASONRY	141.000 CY	.		.	
0170	204.0195 REMOVING CONCRETE BASES	42.000 EACH	.		.	
0180	204.0210 REMOVING MANHOLES	4.000 EACH	.		.	
0190	204.0220 REMOVING INLETS	28.000 EACH	.		.	
0200	204.0245 REMOVING STORM SEWER (SIZE) 01. 15-INCH	15.000 LF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130514046PROJECT(S):
1022-08-73FEDERAL ID(S):
WISC 2013287

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0210	204.0245 REMOVING STORM SEWER (SIZE) 02. 18-INCH	2,991.000 LF	.		.	
0220	204.0245 REMOVING STORM SEWER (SIZE) 03. 24-INCH	210.000 LF	.		.	
0230	204.0245 REMOVING STORM SEWER (SIZE) 04. 30-INCH	99.000 LF	.		.	
0240	204.0245 REMOVING STORM SEWER (SIZE) 05. 36-INCH	73.000 LF	.		.	
0250	204.0270 ABANDONING CULVERT PIPES	1.000 EACH	.		.	
0260	204.0280 SEALING PIPES	1.000 EACH	.		.	
0270	204.9060.S REMOVING (ITEM DESCRIPTION) 01. APRON ENDWALLS	17.000 EACH	.		.	
0280	205.0100 EXCAVATION COMMON	362,787.000 CY	.		.	
0290	205.3000.S TEMPORARY EMERGENCY PULLOUTS	4.000 EACH	.		.	
0300	206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 01. B-18-25	LUMP	LUMP		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20130514046PROJECT(S):
1022-08-73FEDERAL ID(S):
WISC 2013287

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0310	206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 02. B-18-26	LUMP	LUMP			.
0320	206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 03. B-18-29	LUMP	LUMP			.
0330	206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 04. B-18-227	LUMP	LUMP			.
0340	206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 05. B-18-228	LUMP	LUMP			.
0350	206.6000.S TEMPORARY SHORING	1,200.000 SF	.		.	.
0360	210.0100 BACKFILL STRUCTURE	1,781.000 CY	.		.	.
0370	211.0400 PREPARE FOUNDATION FOR ASPHALTIC SHOULDERS	159.000 STA	.		.	.
0380	213.0100 FINISHING ROADWAY (PROJECT) 01. ID 1022-08-73	1.000 EACH	.		.	.
0390	305.0110 BASE AGGREGATE DENSE 3/4-INCH	30,894.000 TON	.		.	.
0400	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	278,271.000 TON	.		.	.

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			DOLLARS	CTS	DOLLARS	CTS
0410	305.0125 BASE AGGREGATE DENSE 1 1/4-INCH	156.000 CY	.		.	
0420	415.0210 CONCRETE PAVEMENT GAPS	5.000 EACH	.		.	
0430	415.0410 CONCRETE PAVEMENT APPROACH SLAB	255.000 SY	.		.	
0440	416.0610 DRILLED TIE BARS	161.000 EACH	.		.	
0450	416.1010 CONCRETE SURFACE DRAINS	64.000 CY	.		.	
0460	416.1110 CONCRETE RUMBLE STRIPS SHOULDER	51,664.000 LF	.		.	
0470	440.4410.S INCENTIVE IRI RIDE	31,520.000 DOL	1.00000		31520.00	
0480	455.0110 ASPHALTIC MATERIAL PG58-34	1,001.000 TON	.		.	
0490	455.0125 ASPHALTIC MATERIAL PG70-28	106.000 TON	.		.	
0500	455.0145 ASPHALTIC MATERIAL PG64-34P	106.000 TON	.		.	
0510	455.0605 TACK COAT	2,373.000 GAL	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0520	460.1100 HMA PAVEMENT TYPE E-0.3	18,203.000 TON	.		.	
0530	460.1110 HMA PAVEMENT TYPE E-10	3,851.000 TON	.		.	
0540	460.2000 INCENTIVE DENSITY HMA PAVEMENT	14,115.000 DOL	1.00000		14115.00	
0550	465.0125 ASPHALTIC SURFACE TEMPORARY	37,029.000 TON	.		.	
0560	465.0315 ASPHALTIC FLUMES	102.000 SY	.		.	
0570	465.0400 ASPHALTIC SHOULDER RUMBLE STRIP	53,137.000 LF	.		.	
0580	502.0100 CONCRETE MASONRY BRIDGES	2,105.000 CY	.		.	
0590	502.3100 EXPANSION DEVICE (STRUCTURE) 01. B-18-25	LUMP	LUMP		.	
0600	502.3200 PROTECTIVE SURFACE TREATMENT	4,638.000 SY	.		.	
0610	502.5002 MASONRY ANCHORS TYPE L NO. 4 BARS	58.000 EACH	.		.	
0620	502.5005 MASONRY ANCHORS TYPE L NO. 5 BARS	273.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0630	502.5010 MASONRY ANCHORS TYPE L NO. 6 BARS	380.000 EACH	.		.	
0640	502.5015 MASONRY ANCHORS TYPE L NO. 7 BARS	192.000 EACH	.		.	
0650	502.5020 MASONRY ANCHORS TYPE L NO. 8 BARS	24.000 EACH	.		.	
0660	502.5025 MASONRY ANCHORS TYPE L NO. 9 BARS	86.000 EACH	.		.	
0670	503.0137 PRESTRESSED GIRDER TYPE I 36W-INCH	189.000 LF	.		.	
0680	503.0172 PRESTRESSED GIRDER TYPE I 72W-INCH	1,806.000 LF	.		.	
0690	504.0900 CONCRETE MASONRY ENDWALLS	17.500 CY	.		.	
0700	505.0405 BAR STEEL REINFORCEMENT HS BRIDGES	36,279.000 LB	.		.	
0710	505.0605 BAR STEEL REINFORCEMENT HS COATED BRIDGES	302,184.000 LB	.		.	
0720	505.0905 BAR COUPLERS NO. 5	478.000 EACH	.		.	
0730	505.0908 BAR COUPLERS NO. 8	48.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0740	506.2605 BEARING PADS ELASTOMERIC NON-LAMINATED	34.000 EACH	.		.	
0750	506.2610 BEARING PADS ELASTOMERIC LAMINATED	2.000 EACH	.		.	
0760	506.4000 STEEL DIAPHRAGMS (STRUCTURE) 01. B-18-25	4.000 EACH	.		.	
0770	506.4000 STEEL DIAPHRAGMS (STRUCTURE) 02. B-18-227	12.000 EACH	.		.	
0780	506.4000 STEEL DIAPHRAGMS (STRUCTURE) 03. B-18-228	12.000 EACH	.		.	
0790	509.0301 PREPARATION DECKS TYPE 1	180.000 SY	.		.	
0800	509.0302 PREPARATION DECKS TYPE 2	72.000 SY	.		.	
0810	509.0500 CLEANING DECKS	916.000 SY	.		.	
0820	509.1000 JOINT REPAIR	41.000 SY	.		.	
0830	509.1500 CONCRETE SURFACE REPAIR	385.000 SF	.		.	
0840	509.2500 CONCRETE MASONRY OVERLAY DECKS	120.000 CY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0850	509.9005.S REMOVING CONCRETE MASONRY DECK OVERLAY (STRUCTURE) 01. B-18-29	470.000 SY	.		.	
0860	516.0500 RUBBERIZED MEMBRANE WATERPROOFING	92.000 SY	.		.	
0870	520.7000 CLEANING CULVERT PIPES	6.000 EACH	.		.	
0880	520.8000 CONCRETE COLLARS FOR PIPE	33.000 EACH	.		.	
0890	521.0172 CULVERT PIPE CORRUGATED STEEL 72-INCH	136.000 LF	.		.	
0900	521.1072 APRON ENDWALLS FOR CULVERT PIPE STEEL 72-INCH	1.000 EACH	.		.	
0910	522.0118 CULVERT PIPE REINFORCED CONCRETE CLASS III 18-INCH	310.000 LF	.		.	
0920	522.0124 CULVERT PIPE REINFORCED CONCRETE CLASS III 24-INCH	37.000 LF	.		.	
0930	522.0130 CULVERT PIPE REINFORCED CONCRETE CLASS III 30-INCH	29.000 LF	.		.	
0940	522.0148 CULVERT PIPE REINFORCED CONCRETE CLASS III 48-INCH	12.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0950	522.0336 CULVERT PIPE REINFORCED CONCRETE CLASS IV 36-INCH	10.000 LF	.		.	
0960	522.1015 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 15-INCH	1.000 EACH	.		.	
0970	522.1018 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 18-INCH	19.000 EACH	.		.	
0980	522.1024 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 24-INCH	6.000 EACH	.		.	
0990	522.1030 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 30-INCH	4.000 EACH	.		.	
1000	522.1036 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 36-INCH	1.000 EACH	.		.	
1010	550.2128 PILING CIP CONCRETE 12 3/4 X 0. 50-INCH	3,520.000 LF	.		.	
1020	601.0105 CONCRETE CURB TYPE A	121.000 LF	.		.	
1030	601.0409 CONCRETE CURB & GUTTER 30-INCH TYPE A	5,135.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1040	601.0551 CONCRETE CURB AND GUTTER 4-INCH SLOPED 36-INCH TYPE A	4,068.000 LF	.		.	
1050	602.0410 CONCRETE SIDEWALK 5-INCH	14,947.000 SF	.		.	
1060	603.1142 CONCRETE BARRIER TYPE S42	943.000 LF	.		.	
1070	603.1436 CONCRETE BARRIER TYPE S36C	838.000 LF	.		.	
1080	603.8000 CONCRETE BARRIER TEMPORARY PRECAST DELIVERED	57,285.000 LF	.		.	
1090	603.8125 CONCRETE BARRIER TEMPORARY PRECAST INSTALLED	76,310.000 LF	.		.	
1100	604.0400 SLOPE PAVING CONCRETE	143.000 SY	.		.	
1110	604.0500 SLOPE PAVING CRUSHED AGGREGATE	195.000 SY	.		.	
1120	604.9015.S RESEAL CRUSHED AGGREGATE SLOPE PAVING	350.000 SY	.		.	
1130	606.0100 RIPRAP LIGHT	84.000 CY	.		.	
1140	606.0200 RIPRAP MEDIUM	59.000 CY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1150	606.0300 RIPRAP HEAVY	1,827.000 CY	.		.	
1160	608.0318 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 18-INCH	3,434.000 LF	.		.	
1170	608.0336 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 36-INCH	92.000 LF	.		.	
1180	608.0418 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 18-INCH	482.000 LF	.		.	
1190	608.0424 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 24-INCH	190.000 LF	.		.	
1200	608.0430 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 30-INCH	142.000 LF	.		.	
1210	611.0430 RECONSTRUCTING INLETS	2.000 EACH	.		.	
1220	611.0535 MANHOLE COVERS TYPE J-SPECIAL	1.000 EACH	.		.	
1230	611.0606 INLET COVERS TYPE B	2.000 EACH	.		.	
1240	611.0624 INLET COVERS TYPE H	11.000 EACH	.		.	
1250	611.0627 INLET COVERS TYPE HM	15.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1260	611.0642 INLET COVERS TYPE MS	74.000 EACH	.		.	
1270	611.2004 MANHOLES 4-FT DIAMETER	2.000 EACH	.		.	
1280	611.2005 MANHOLES 5-FT DIAMETER	2.000 EACH	.		.	
1290	611.3230 INLETS 2X3-FT	23.000 EACH	.		.	
1300	611.3253 INLETS 2.5X3-FT	1.000 EACH	.		.	
1310	611.3901 INLETS MEDIAN 1 GRATE	16.000 EACH	.		.	
1320	611.3902 INLETS MEDIAN 2 GRATE	3.000 EACH	.		.	
1330	611.3903 INLETS MEDIAN 3 GRATE	1.000 EACH	.		.	
1340	611.3904 INLETS MEDIAN 4 GRATE	12.000 EACH	.		.	
1350	611.8115 ADJUSTING INLET COVERS	4.000 EACH	.		.	
1360	612.0406 PIPE UNDERDRAIN WRAPPED 6-INCH	1,760.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1370	614.0150 ANCHOR ASSEMBLIES FOR STEEL PLATE BEAM GUARD	4.000 EACH	.		.	
1380	614.0200 STEEL THRIE BEAM STRUCTURE APPROACH	166.000 LF	.		.	
1390	614.0220 STEEL THRIE BEAM BULLNOSE TERMINAL	14.000 EACH	.		.	
1400	614.0230 STEEL THRIE BEAM	4,576.000 LF	.		.	
1410	614.0905 CRASH CUSHIONS TEMPORARY	13.000 EACH	.		.	
1420	614.0920 SALVAGED RAIL	19,641.000 LF	.		.	
1430	614.0925 SALVAGED GUARDRAIL END TREATMENTS	35.000 EACH	.		.	
1440	614.2300 MGS GUARDRAIL 3	27,222.000 LF	.		.	
1450	614.2500 MGS THRIE BEAM TRANSITION	946.000 LF	.		.	
1460	614.2610 MGS GUARDRAIL TERMINAL EAT	29.000 EACH	.		.	
1470	614.2620 MGS GUARDRAIL TERMINAL TYPE 2	8.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1480	616.0100 FENCE WOVEN WIRE (HEIGHT) 01. 4-FT	45,641.000 LF	.		.	
1490	616.0206 FENCE CHAIN LINK 6-FT	14,513.000 LF	.		.	
1500	616.0329 GATES CHAIN LINK (WIDTH) 01. 8-FT	2.000 EACH	.		.	
1510	619.1000 MOBILIZATION	1.000 EACH	.		.	
1520	620.0300 CONCRETE MEDIAN SLOPED NOSE	664.000 SF	.		.	
1530	624.0100 WATER	2,244.000 MGAL	.		.	
1540	625.0500 SALVAGED TOPSOIL	395,236.000 SY	.		.	
1550	627.0200 MULCHING	395,236.000 SY	.		.	
1560	628.1504 SILT FENCE	9,395.000 LF	.		.	
1570	628.1520 SILT FENCE MAINTENANCE	9,395.000 LF	.		.	
1580	628.1905 MOBILIZATIONS EROSION CONTROL	20.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1590	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	12.000 EACH	.		.	
1600	628.1920 CLEANING SEDIMENT BASINS	250.000 CY	.		.	
1610	628.2004 EROSION MAT CLASS I TYPE B	76,981.000 SY	.		.	
1620	628.2023 EROSION MAT CLASS II TYPE B	5,482.000 SY	.		.	
1630	628.6005 TURBIDITY BARRIERS	2,470.000 SY	.		.	
1640	628.6510 SOIL STABILIZER TYPE B	1.000 ACRE	.		.	
1650	628.7005 INLET PROTECTION TYPE A	63.000 EACH	.		.	
1660	628.7015 INLET PROTECTION TYPE C	34.000 EACH	.		.	
1670	628.7504 TEMPORARY DITCH CHECKS	2,120.000 LF	.		.	
1680	628.7555 CULVERT PIPE CHECKS	198.000 EACH	.		.	
1690	629.0210 FERTILIZER TYPE B	251.000 CWT	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1700	630.0120 SEEDING MIXTURE NO. 20	4,333.000 LB	.		.	
1710	630.0130 SEEDING MIXTURE NO. 30	4,258.000 LB	.		.	
1720	630.0200 SEEDING TEMPORARY	5,359.000 LB	.		.	
1730	633.0100 DELINEATOR POSTS STEEL	395.000 EACH	.		.	
1740	633.0500 DELINEATOR REFLECTORS	491.000 EACH	.		.	
1750	633.1100 DELINEATORS TEMPORARY	128.000 EACH	.		.	
1760	633.5200 MARKERS CULVERT END	117.000 EACH	.		.	
1770	634.0614 POSTS WOOD 4X6-INCH X 14-FT	40.000 EACH	.		.	
1780	634.0616 POSTS WOOD 4X6-INCH X 16-FT	125.000 EACH	.		.	
1790	635.0200 SIGN SUPPORTS STRUCTURAL STEEL HS	2,080.000 LB	.		.	
1800	635.0300 SIGN SUPPORTS REPLACING BASE CONNECTION BOLTS	5.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1810	637.0101 SIGNS TYPE I	2,046.000 SF	.		.	
1820	637.0202 SIGNS REFLECTIVE TYPE II	1,837.420 SF	.		.	
1830	637.0402 SIGNS REFLECTIVE FOLDING TYPE II	107.300 SF	.		.	
1840	638.2101 MOVING SIGNS TYPE I	8.000 EACH	.		.	
1850	638.2102 MOVING SIGNS TYPE II	9.000 EACH	.		.	
1860	638.2601 REMOVING SIGNS TYPE I	19.000 EACH	.		.	
1870	638.2602 REMOVING SIGNS TYPE II	175.000 EACH	.		.	
1880	638.3000 REMOVING SMALL SIGN SUPPORTS	140.000 EACH	.		.	
1890	638.3100 REMOVING STRUCTURAL STEEL SIGN SUPPORTS	5.000 EACH	.		.	
1900	638.4000 MOVING SMALL SIGN SUPPORTS	6.000 EACH	.		.	
1910	641.5100 SIGN BRIDGE STRUCTURE MOUNTED (STRUCTURE) 01. SIGN 48	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
1920	641.5100 SIGN BRIDGE STRUCTURE MOUNTED (STRUCTURE) 02. SIGN 49	LUMP	LUMP		.	
1930	641.5100 SIGN BRIDGE STRUCTURE MOUNTED (STRUCTURE) 03. SIGN 50	LUMP	LUMP		.	
1940	641.5100 SIGN BRIDGE STRUCTURE MOUNTED (STRUCTURE) 04. SIGN 51	LUMP	LUMP		.	
1950	642.5201 FIELD OFFICE TYPE C	1.000 EACH	.		.	
1960	643.0100 TRAFFIC CONTROL (PROJECT) 01. ID 1022-08-73	1.000 EACH	.		.	
1970	643.0300 TRAFFIC CONTROL DRUMS	128,164.000 DAY	.		.	
1980	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	8,076.000 DAY	.		.	
1990	643.0500 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS	721.000 EACH	.		.	
2000	643.0600 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES	721.000 EACH	.		.	
2010	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	2,910.000 DAY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2020	643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C	16,688.000 DAY	.		.	
2030	643.0800 TRAFFIC CONTROL ARROW BOARDS	1,207.000 DAY	.		.	
2040	643.0900 TRAFFIC CONTROL SIGNS	25,086.000 DAY	.		.	
2050	643.0910 TRAFFIC CONTROL COVERING SIGNS TYPE I	16.000 EACH	.		.	
2060	643.0920 TRAFFIC CONTROL COVERING SIGNS TYPE II	24.000 EACH	.		.	
2070	643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE	448.000 SF	.		.	
2080	643.1050 TRAFFIC CONTROL SIGNS PCMS	1,142.000 DAY	.		.	
2090	645.0120 GEOTEXTILE FABRIC TYPE HR	4,464.000 SY	.		.	
2100	645.0130 GEOTEXTILE FABRIC TYPE R	996.000 SY	.		.	
2110	646.0106 PAVEMENT MARKING EPOXY 4-INCH	137,051.000 LF	.		.	
2120	646.0126 PAVEMENT MARKING EPOXY 8-INCH	3,011.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2130	646.0600 REMOVING PAVEMENT MARKINGS	32,428.000 LF	.		.	
2140	646.0841.S PAVEMENT MARKING GROOVED WET REFLECTIVE CONTRAST TAPE 4-INCH	14,789.000 LF	.		.	
2150	646.0843.S PAVEMENT MARKING GROOVED WET REFLECTIVE CONTRAST TAPE 8-INCH	6,652.000 LF	.		.	
2160	647.0166 PAVEMENT MARKING ARROWS EPOXY TYPE 2	6.000 EACH	.		.	
2170	647.0176 PAVEMENT MARKING ARROWS EPOXY TYPE 3	1.000 EACH	.		.	
2180	647.0356 PAVEMENT MARKING WORDS EPOXY	3.000 EACH	.		.	
2190	647.0456 PAVEMENT MARKING CURB EPOXY	335.000 LF	.		.	
2200	647.0566 PAVEMENT MARKING STOP LINE EPOXY 18-INCH	288.000 LF	.		.	
2210	647.0736 PAVEMENT MARKING DIAGONAL EPOXY 18-INCH	90.000 LF	.		.	
2220	647.0803 PAVEMENT MARKING AERIAL ENFORCEMENT BARS EPOXY 24-INCH	120.000 LF	.		.	

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1022-08-73FEDERAL ID(S):
WISC 2013287

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2230	649.0200 TEMPORARY PAVEMENT MARKING REFLECTIVE PAINT 4-INCH	179,415.000 LF	.		.	
2240	649.0400 TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 4-INCH	121,059.000 LF	.		.	
2250	649.0801 TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 8-INCH	2,630.000 LF	.		.	
2260	649.2100 TEMPORARY RAISED PAVEMENT MARKERS	208.000 EACH	.		.	
2270	652.0125 CONDUIT RIGID METALLIC 2-INCH	20.000 LF	.		.	
2280	652.0215 CONDUIT RIGID NONMETALLIC SCHEDULE 40 1 1/4-INCH	20.000 LF	.		.	
2290	652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	9,180.000 LF	.		.	
2300	652.0235 CONDUIT RIGID NONMETALLIC SCHEDULE 40 3-INCH	2,627.000 LF	.		.	
2310	652.0605 CONDUIT SPECIAL 2-INCH	1,770.000 LF	.		.	
2320	652.0700.S INSTALL CONDUIT INTO EXISTING ITEM	1.000 EACH	.		.	
2330	652.0800 CONDUIT LOOP DETECTOR	2,066.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2340	653.0135 PULL BOXES STEEL 24X36-INCH	28.000 EACH	.		.	
2350	653.0140 PULL BOXES STEEL 24X42-INCH	35.000 EACH	.		.	
2360	653.0905 REMOVING PULL BOXES	40.000 EACH	.		.	
2370	654.0101 CONCRETE BASES TYPE 1	20.000 EACH	.		.	
2380	654.0102 CONCRETE BASES TYPE 2	2.000 EACH	.		.	
2390	654.0105 CONCRETE BASES TYPE 5	19.000 EACH	.		.	
2400	654.0113 CONCRETE BASES TYPE 13	4.000 EACH	.		.	
2410	654.0217 CONCRETE CONTROL CABINET BASES TYPE 9 SPECIAL	2.000 EACH	.		.	
2420	654.0220 CONCRETE CONTROL CABINET BASES TYPE 10	1.000 EACH	.		.	
2430	655.0230 CABLE TRAFFIC SIGNAL 5-14 AWG	6,537.000 LF	.		.	
2440	655.0260 CABLE TRAFFIC SIGNAL 12-14 AWG	504.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2450	655.0320 CABLE TYPE UF 2-10 AWG GROUNDED	5,599.000 LF	.		.	
2460	655.0510 ELECTRICAL WIRE TRAFFIC SIGNALS 12 AWG	41.000 LF	.		.	
2470	655.0515 ELECTRICAL WIRE TRAFFIC SIGNALS 10 AWG	6,448.000 LF	.		.	
2480	655.0525 ELECTRICAL WIRE TRAFFIC SIGNALS 6 AWG	41.000 LF	.		.	
2490	655.0610 ELECTRICAL WIRE LIGHTING 12 AWG	1,989.000 LF	.		.	
2500	655.0615 ELECTRICAL WIRE LIGHTING 10 AWG	1,595.000 LF	.		.	
2510	655.0630 ELECTRICAL WIRE LIGHTING 4 AWG	4,785.000 LF	.		.	
2520	655.0700 LOOP DETECTOR LEAD IN CABLE	8,353.000 LF	.		.	
2530	655.0800 LOOP DETECTOR WIRE	5,924.000 LF	.		.	
2540	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 01. IH 94 EB RAMPS & STH 37 (HENDRICKSON DRIVE)	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
2550	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 02. IH 94 WB RAMPS & STH 37 (HENDRICKSON DRIVE)	LUMP	LUMP			.
2560	656.0500 ELECTRICAL SERVICE BREAKER DISCONNECT BOX (LOCATION) 01. IH 94 & STH 37	LUMP	LUMP			.
2570	656.0500 ELECTRICAL SERVICE BREAKER DISCONNECT BOX (LOCATION) 02. IH 94 & STH 93	LUMP	LUMP			.
2580	657.0100 PEDESTAL BASES	21.000 EACH	.		.	.
2590	657.0255 TRANSFORMER BASES BREAKAWAY 11 1/2-INCH BOLT CIRCLE	10.000 EACH	.		.	.
2600	657.0310 POLES TYPE 3	2.000 EACH	.		.	.
2610	657.0322 POLES TYPE 5-ALUMINUM	4.000 EACH	.		.	.
2620	657.0420 TRAFFIC SIGNAL STANDARDS ALUMINUM 13-FT	10.000 EACH	.		.	.
2630	657.0425 TRAFFIC SIGNAL STANDARDS ALUMINUM 15-FT	11.000 EACH	.		.	.

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			DOLLARS	CTS	DOLLARS	CTS
2640	657.0595 TROMBONE ARMS 25-FT	2.000 EACH	.		.	
2650	657.0609 LUMINAIRE ARMS SINGLE MEMBER 4-INCH CLAMP 6-FT	2.000 EACH	.		.	
2660	657.0610 LUMINAIRE ARMS SINGLE MEMBER 4 1/2-INCH CLAMP 6-FT	4.000 EACH	.		.	
2670	657.1355 INSTALL POLES TYPE 12	4.000 EACH	.		.	
2680	657.1535 INSTALL MONOTUBE ARMS 35-FT	1.000 EACH	.		.	
2690	657.1545 INSTALL MONOTUBE ARMS 45-FT	3.000 EACH	.		.	
2700	658.0190.S TRAFFIC SIGNAL FACE - LED STATE FURNISHED	34.000 EACH	.		.	
2710	659.0802 PLAQUES SEQUENCE IDENTIFICATION	4.000 EACH	.		.	
2720	661.0200 TEMPORARY TRAFFIC SIGNALS FOR INTERSECTIONS (LOCATION) 01. IH 94 EB RAMPS & STH 37 (HENDRICKSON DRIVE)	LUMP	LUMP		.	
2730	661.0200 TEMPORARY TRAFFIC SIGNALS FOR INTERSECTIONS (LOCATION) 02. IH 94 WB RAMPS & STH 37 (HENDRICKSON DRIVE)	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
2740	661.0300 GENERATORS	4.000 DAY	.		.	
2750	670.0100 FIELD SYSTEM INTEGRATOR	LUMP	LUMP		.	
2760	670.0200 ITS DOCUMENTATION	LUMP	LUMP		.	
2770	671.0300 FIBER OPTIC CABLE MARKER	8.000 EACH	.		.	
2780	672.0250 BASE CAMERA POLE 50-FT	2.000 EACH	.		.	
2790	673.0105 COMMUNICATION VAULT TYPE 1	2.000 EACH	.		.	
2800	673.0225.S INSTALL POLE MOUNTED CABINET	2.000 EACH	.		.	
2810	675.0400.S INSTALL ETHERNET SWITCH	2.000 EACH	.		.	
2820	677.0100 INSTALL CAMERA POLE	2.000 EACH	.		.	
2830	677.0200 INSTALL CAMERA ASSEMBLY	2.000 EACH	.		.	
2840	677.0300.S INSTALL VIDEO ENCODER	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2850	678.0006 INSTALL FIBER OPTIC CABLE OUTDOOR PLANT 6-CT	2,030.000 LF	.		.	
2860	678.0300 FIBER OPTIC SPLICE	16.000 EACH	.		.	
2870	678.0400 FIBER OPTIC TERMINATION	12.000 EACH	.		.	
2880	678.0500 COMMUNICATION SYSTEM TESTING	LUMP	LUMP		.	
2890	690.0150 SAWING ASPHALT	45,870.000 LF	.		.	
2900	690.0250 SAWING CONCRETE	512.000 LF	.		.	
2910	715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT	58,321.000 DOL	1.00000		58321.00	
2920	715.0502 INCENTIVE STRENGTH CONCRETE STRUCTURES	21,050.000 DOL	1.00000		21050.00	
2930	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	2,100.000 HRS	5.00000		10500.00	
2940	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	2,400.000 HRS	5.00000		12000.00	
2950	SPV.0060 SPECIAL 01. RESETTING PIPE ENDS	10.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2960	SPV.0060 SPECIAL 02. LED LUMINAIRE, LED-C	23.000 EACH	.		.	
2970	SPV.0060 SPECIAL 03. REMOVE & REINSTALL LIGHTING UNIT	13.000 EACH	.		.	
2980	SPV.0060 SPECIAL 04. REMOVE AND REINSTALL RAMP CLOSURE GATE HARDWIRED 40-FT, STH 37 INTERCHANGE	2.000 EACH	.		.	
2990	SPV.0060 SPECIAL 05. REMOVE EXISTING RAMP CLOSURE GATE SWINGING, STH 93 INTERCHANGE	2.000 EACH	.		.	
3000	SPV.0060 SPECIAL 06. RAMP CLOSURE GATES SOLAR POWERED 30-FT	1.000 EACH	.		.	
3010	SPV.0060 SPECIAL 07. RAMP CLOSURE GATES HARDWIRED 30-FT	1.000 EACH	.		.	
3020	SPV.0060 SPECIAL 08. RAMP CLOSURE GATE ARMS STOCKPILE 30-FT	2.000 EACH	.		.	
3030	SPV.0060 SPECIAL 09. RAMP CLOSURE GATE FLASHERS STOCKPILE	6.000 EACH	.		.	
3040	SPV.0085 SPECIAL 01. BAR STEEL REINFORCEMENT HS STAINLESS BRIDGES	4,300.000 LB	.		.	
3050	SPV.0090 SPECIAL 01. REGRADE DITCH	3,510.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
3060	SPV.0090 SPECIAL 02. CONCRETE CURB AND GUTTER CURE AND SEAL TREATMENT	9,404.000 LF	.		.	
3070	SPV.0090 SPECIAL 03. CONCRETE BARRIER TYPE S36C, SPECIAL	32.000 LF	.		.	
3080	SPV.0090 SPECIAL 04. INSTALL DEPARTMENT FURNISHED FIBER OPTIC CABLE, 6-COUNT AND LOCATING WIRE	1,810.000 LF	.		.	
3090	SPV.0090 SPECIAL 05. CONCRETE CURB AND GUTTER 4-INCH SLOPED 60-INCH TYPE A SPECIAL	80.000 LF	.		.	
3100	SPV.0105 SPECIAL 01. SURVEY PROJECT ID 1022-08-73	LUMP	LUMP		.	
3110	SPV.0105 SPECIAL 02. CONSTRUCTION STAKING CONCRETE PAVEMENT JOINT LAYOUT	LUMP	LUMP		.	
3120	SPV.0105 SPECIAL 03. PROJECT CONCRETE CRACK MITIGATION AND REPAIR SPECIAL	LUMP	LUMP		.	
3130	SPV.0105 SPECIAL 04. SALVAGE ABOVE GROUND TRFFIC SIGNAL & LIGHTING EQUIP, IH 94 EB RAMPS & STH 37	LUMP	LUMP		.	
3140	SPV.0105 SPECIAL 05. SALVAGE ABOVE GROUND TRFFIC SIGNAL & LIGHTING EQUIP, IH 94 WB RAMPS & STH 37	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
3150	SPV.0105 SPECIAL 06. INSTALL EVP CONTROLLER, WISDOT OWNED TRAFFIC SIGNALS, IH 94 EB RAMPS & STH 37	LUMP	LUMP			.
3160	SPV.0105 SPECIAL 07. INSTALL EVP CONTROLLER, WISDOT OWNED TRAFFIC SIGNALS, IH 94 WB RAMPS & STH 37	LUMP	LUMP			.
3170	SPV.0105 SPECIAL 08. TRANSP TRAFFIC SIG & INTER LIGHTING MATERIALS, IH 94 EB RAMPS & STH 37	LUMP	LUMP			.
3180	SPV.0105 SPECIAL 09. TRANSP TRAFFIC SIG & INTER LIGHTING MATERIALS, IH 94 WB RAMPS & STH 37	LUMP	LUMP			.
3190	SPV.0105 SPECIAL 10. INS DEPT FURN ORNAMENTAL SIG MOUNT HARDWARE TRAFFIC SIG, IH 94 EB & STH 37	LUMP	LUMP			.
3200	SPV.0105 SPECIAL 11. INS DEPT FURN ORNAMENTAL SIG MOUNT HARDWARE TRAFFIC SIG, IH 94 WB & STH 37	LUMP	LUMP			.
3210	SPV.0105 SPECIAL 12. SIGNAL MOUNTING HARDWARE FOR POLE MOUNTINGS, IH 94 EB RAMPS & STH 37	LUMP	LUMP			.
3220	SPV.0105 SPECIAL 13. SIGNAL MOUNTING HARDWARE FOR POLE MOUNTINGS, IH 94 WB RAMPS & STH 37	LUMP	LUMP			.

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			DOLLARS	CTS	DOLLARS	CTS
3230	SPV.0105 SPECIAL 14. TEMPORARY EVP SYSTEM IH 94 EB RAMPS, IH 94 EB RAMPS & STH 37	LUMP	LUMP		.	
3240	SPV.0105 SPECIAL 15. TEMPORARY EVP SYSTEM IH 94 EB RAMPS, IH 94 WB RAMPS & STH 37	LUMP	LUMP		.	
3250	SPV.0165 SPECIAL 01. CONCRETE SIDEWALK CURE AND SEAL TREATMENT	14,947.000 SF	.		.	
3260	SPV.0165 SPECIAL 10. FIBER WRAP REINFORCING	11,844.000 SF	.		.	
3270	SPV.0180 SPECIAL 01. CONCRETE PAVEMENT 9-INCH SPECIAL	9,683.000 SY	.		.	
3280	SPV.0180 SPECIAL 02. CONCRETE PAVEMENT 10-INCH SPECIAL	23,963.000 SY	.		.	
3290	SPV.0180 SPECIAL 03. CONCRETE PAVEMENT 12-INCH SPECIAL	160,751.000 SY	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE