HIGHWAY WORK PROPOSAL

Proposal Number:

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

COUNTY STATE PROJECT ID FEDERAL PROJECT ID PROJECT DESCRIPTION HIGHWAY

Milwaukee 1350-09-71 WISC 2013 515 Stadium Freeway USH 41

Brewer Stadium to State Street

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

| Proposal Guaranty Required, \$ 75,000.00 | Attach Proposal Guaranty on back of this PAGE. |
|---|---|
| Payable to: Wisconsin Department of Transportation | |
| Bid Submittal Due | Firm Name, Address, City, State, Zip Code |
| Date: December 10, 2013 Time (Local Time): 9:00 AM | SAMPLE |
| Contract Completion Time | NOT FOR BIDDING PURPOSES |
| October 20, 2014 | NOT FOR BIDDING FOR OOLO |
| Assigned Disadvantaged Business Enterprise Goal 12% | This contract is exempt from federal oversight. |

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

| submitting an electronic bid on the Internet. | |
|---|---|
| | |
| (Bidder Signature) | |
| (Print or Type Bidder Name) | |
| (Bidder Title) | |
| | (Bidder Signature) (Print or Type Bidder Name) |

For Department Use Only

| Type of Work | |
|--|--|
| Milling, HMA overlay, base patching, concrete shoulder repair, conci | rete barrier repair, bridge deck replacement, bridge deck overlay, |
| bridge painting, pavement marking, lighting, FTMS, signs. | |
| Notice of Award Dated | Data Cuaranty Returned |

PLEASE ATTACH PROPOSAL GUARANTY HERE

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2007 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

- Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
 - 1. Electronic bid on the internet.
 - 2. Electronic bid on a printout with accompanying diskette or CD ROM.
 - 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at http://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

- Ownload 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:
 - 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

- 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 Corpora | te Seal) | | |
|--|-----------------------------------|---|----------------------------------|
| (Signature and Title) | | | |
| (Company Name) | _ | | |
| (Signature and Title) | | | |
| (Company Name) | | | |
| (Signature and Title) | | (Name of Surety) (Affix Seal) | |
| (Company Name) | | (Signature of Attorney-in-Fact) | |
| (Signature and Title) | | | |
| NOTARY FOR PRINCIPAL | | NOTARY FOR SURETY | |
| (Da | ate) | (Dat | e) |
| State of Wisconsin |) | State of Wisconsin |) |
| |) ss. _ County) | |) ss. County) |
| On the above date, this instrument vnamed person(s). | vas acknowledged before me by the | On the above date, this instrument w named person(s). | as acknowledged before me by the |
| (Signature, Notary Pub | lic, State of Wisconsin) | (Signature, Notary Publi | c, State of Wisconsin) |
| (Print or Type Name, Notary | Public, State of Wisconsin) | (Print or Type Name, Notary | Public, State of Wisconsin) |
| (Date Commi | ssion Expires) | (Date Commiss | sion Expires) |

Notary Seal Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

| Time Period Valid (| From/To) |
|---------------------|--|
| Name of Surety | |
| Name of Contracto | r |
| Certificate Holder | Wisconsin Department of Transportation |
| | y that an annual bid bond issued by the above-named Surety is currently on file with the partment of Transportation. |
| | is issued as a matter of information and conveys no rights upon the certificate holder mend, extend or alter the coverage of the annual bid bond. |
| Cancellation: | Should the above policy be cancelled before the expiration date, the issuing surety will give thirty (30) days written notice to the certificate holder indicated above. |
| | |
| | |

(Signature of Authorized Contractor Representative)

March 2010

LIST OF SUBCONTRACTORS

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

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

| Name of Subcontractor | Class of Work | Estimated Value |
|-----------------------|---------------|------------------------|
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DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1350-09-71, Stadium Freeway, Brewer Stadium to State Street, USH 41, Milwaukee County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2014 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 (20130615)

2. Scope of Work.

The work under this contract shall consist of milling, HMA overlay, base patching, concrete shoulder repair, concrete barrier repair, bridge deck replacement, bridge deck overlay, bridge painting, pavement marking, lighting, FTMS, signs, 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 date is based on an expedited work schedule and may require extraordinary forces and equipment.

The contractor is advised that there may be multiple mobilizations for such items as traffic control, detours, signing items, temporary and permanent pavement markings, storm sewer structure and pipe construction, milling, base patching, paving, bridge deck replacement,

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bridge deck concrete overlay, and other incidental items related to the staging and construction identified in the plans or in this contract. The department will make no additional payment for said mobilizations.

Do not at any time conduct construction operations in the median area and adjacent outside area of the freeway, in the same direction, at the same time without the permission of the engineer.

Obtain prior approval from the engineer for the locations of egress or ingress for construction vehicles to prosecute the work within the work zone.

Do not begin or continue work that closes freeway lanes or ramps outside the allowed time periods specified in this article. Do not obstruct the flow of traffic on the freeway with construction vehicles or equipment entering or leaving the work zones during peak traffic periods.

When engaged in roadway or storm sewer cleaning operations, use equipment having vacuum or water spray mechanisms to eliminate the dispersion of particulate matter into the atmosphere. If vacuum equipment is employed, it must have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

Storm sewer rehabilitation work on structures adjacent to or in the existing asphaltic surface must be completed prior to placing traffic control devices for staged construction and before the new asphaltic surface is placed.

Asphaltic surface milling includes milling existing or proposed concrete base patch areas. Milling of existing concrete base patches will not be paid as separate item and the contractor shall mill concrete base patch areas as shown in the plans or as the engineer directs.

The contractor shall schedule and conduct weekly progress meetings. Hold the meetings in the field office. Be prepared to discuss the work schedule. Subcontractors shall be in attendance at the weekly progress meetings.

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

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preventing nesting in the costs associated with the work being completed on each bridge structure.

Definitions

The following definitions apply to this contract:

Peak Hour – USH 41 Three Lane Section (IH94 to State Street)

6:00 AM to 8:00 PM Monday, Tuesday, Wednesday, Thursday

6:00 AM to 12:00 AM Friday 10:00 AM to 7:00 PM Saturday Noon to 8:00 PM Sunday

Peak Hour - USH 41 Two Lane Section (South of IH 94 – Southbound Lanes)

6:00 AM to 8:00 PM Monday, Tuesday, Wednesday, Thursday

6:00 AM to 8:00 PM Friday

Peak Hour – USH 41 Two Lane Section (South of IH 94 – Northbound Lanes)

2:00 PM to 8:00 PM Monday, Tuesday, Wednesday, Thursday

6:00 AM to 8:00 PM Friday

Peak Hour – Miller Park Events

Three hours prior to event to two hours after event completion

Off -Peak Hour - USH 41 Three Lane Section

12:00 AM to 6:00 AM Monday, Tuesday, Wednesday, Thursday, Friday

8:00 PM to 12:00 AM Monday, Tuesday, Wednesday, Thursday

12:00 AM to 10:00 AM Saturday 7:00 PM to 12:00 AM Saturday 12:00 AM to Noon Sunday 8:00 PM to 12:00 AM Sunday

Off - Peak Hour - USH 41 Two Lane Section (South IH 94 – Southbound Lanes)

12:00 AM to 6:00 AM Monday, Tuesday, Wednesday, Thursday, Friday 8:00 PM to 12:00 AM Monday, Tuesday, Wednesday, Thursday, Friday

All Day Saturday
All Day Sunday

Off - Peak Hour – USH 41 Two Lane Section (South of IH 94 – Northbound Lanes)

12:00 AM to 2:00 PM Monday, Tuesday, Wednesday, Thursday 8:00 PM to 12:00 AM Monday, Tuesday, Wednesday, Thursday

12:00 AM to 6:00 AM Friday 8:00 PM to 12:00 AM Friday All Day Saturday All Day Sunday

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Off – Peak Hour – IH-94

8:00 PM to 9:30 PM Monday, Tuesday, Wednesday, Thursday

7:00 PM to 11:30 PM Saturday 7:00 PM to 9:30 PM Sunday

Perform the work in accordance to the following stages as shown in the plans:

Bridge Work on Wisconsin Avenue over USH 41 (B-40-55)

Bridge work on Wisconsin Avenue over USH 41 cannot be conducted at the same time as repaying operations on USH 41 to avoid conflicts with lane and ramp closures on USH 41. Bridge work on Wisconsin Avenue cannot be conducted at the same time as bridge deck overlay operations on Wells Street.

One lane of traffic in each direction on Wisconsin Avenue shall remain open at all times, therefore causing Wisconsin Avenue bridge to be constructed in staging. Stage 1 shall be the construction of the south side of the Wisconsin Avenue structure, and stage 2 shall be the north side of the Wisconsin Avenue Structure. Due to traffic control restraints on USH 41, Wisconsin Avenue bridge deck replacement stages shall be divided into sub-stages. Stage 1 shall consist of a Stage 1A and Stage 1B, and Stage 2 shall consist of a Stage 2A and a Stage 2B.

Wisconsin Avenue Bridge Deck Replacement Pre Stage 1 (B-40-55)

Install traffic control devices required for this stage. Close outside westbound lane on Wisconsin Avenue and southbound left turn lane on 46th Street. Flagging operations may be used in addition to the westbound lane closure.

Install water cut-in valves in the locations identified in the plans

Wisconsin Avenue Bridge Deck Replacement Stage 1A (B-40-55)

Install traffic control devices required for this stage. Close westbound traffic down to one lane. Close eastbound traffic down to one lane, shift eastbound traffic through median openings to be on the north side of the Wisconsin Avenue median. Place traffic control devices as shown in the plans or as the engineer directs in order to protect traffic on Wisconsin Avenue from operations and equipment that coincide with bridge deck removal and replacement operations.

Work on the south side of the Wisconsin Avenue Bridge deck shall be done by closing the lane(s) immediately under the work zone on USH 41 following the lane closure restrictions as outlined in the Prosecution and Progress, as shown in the staging plans for USH 41 repaving operations, in the Standard Detail Drawings or as directed by the engineer.

City of Milwaukee traffic signal department will install temporary traffic signals at the intersection of Wisconsin Avenue and 46th Street. See the "Utilities" article in the special provisions for advanced notification and contact information to schedule the temporary traffic signal work.

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Wisconsin Avenue Bridge Deck Replacement Stage 1B (B-40-55)

Install traffic control devices required for this stage. Close westbound traffic down to one lane. Close eastbound traffic down to one lane, shift eastbound traffic through median openings to be on the north side of the Wisconsin Avenue median. Place traffic control devices as shown in the plans or as the engineer directs in order to protect traffic on Wisconsin Avenue from operations and equipment that coincide with bridge deck removal and replacement operations.

Work on the south side of the Wisconsin Avenue Bridge deck shall be done by closing the lane(s) immediately under the work zone on USH 41 following the lane closure restrictions as outlined in the Prosecution and Progress, as shown in the staging plans for USH 41 repaving operations, in the Standard Detail Drawings or as directed by the engineer.

City of Milwaukee traffic signal department will adjust temporary traffic signals at the intersection of Wisconsin Avenue and 46th Street as needed to accommodate shift in traffic patterns.

Wisconsin Avenue Bridge Deck Replacement Stage 2A (B-40-55)

Install traffic control devices required for this stage. Close eastbound traffic down to one lane. Close westbound traffic down to one lane, and shift traffic through median openings to be on the south side of the Wisconsin Avenue median. Place traffic control devices as shown in the plans or as the engineer directs in order to protect traffic on Wisconsin Avenue from operations and equipment that coincide with bridge deck removal and replacement operations.

Work on the north side of the Wisconsin Avenue Bridge deck shall be done by closing the lane(s) immediately under the work zone on USH 41 following the lane closure restrictions as outlined in the Prosecution and Progress, as shown in the staging plans for USH 41 repaving operations, in the Standard Detail Drawings or as directed by the engineer.

City of Milwaukee traffic signal department will adjust temporary traffic signals at the intersection of Wisconsin Avenue and 46th Street as needed to accommodate traffic pattern changes.

Wisconsin Avenue Bridge Deck Replacement Stage 2B (B-40-55)

Install traffic control devices required for this stage. Close eastbound traffic down to one lane. Close westbound traffic down to one lane, and shift traffic through median openings to be on the south side of the Wisconsin Avenue median. Place traffic control devices as shown in the plans or as the engineer directs in order to protect traffic on Wisconsin Avenue from operations and equipment that coincide with bridge deck removal and replacement operations.

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Work on the north side of the Wisconsin Avenue Bridge deck shall be done by closing the lane(s) immediately under the work zone on USH 41 following the lane closure restrictions as outlined in the Prosecution and Progress, as shown in the staging plans for USH 41 repaving operations, in the Standard Detail Drawings or as directed by the engineer.

City of Milwaukee traffic signal department will install temporary traffic signals at the intersection of Wisconsin Avenue and 46th Street.

Bridge Work on Wells Street over USH 41 (B-40-52)

Bridge work on Wells Street cannot be conducted at the same time as bridge deck replacement operations on Wisconsin Avenue.

Wells Street Bridge Deck Overlay Stage 1 (B-40-52)

Install traffic control devices required for this stage. Reduce eastbound and westbound lanes from two lanes to one lane in each direction. Shift eastbound and westbound traffic to the outside lanes in each direction. Use flexible tubular markers to delineate edges of travel lanes.

Repair concrete deck as shown in the plans or as directed by the engineer. Clean and prepare deck surface and joints and place deck surface as shown in the plans.

Wells Street Bridge Deck Overlay Stage 2 (B-40-52)

Install traffic control devices required for this stage. Reduce eastbound and westbound lanes from two lanes to one lane in each direction. Shift eastbound and westbound traffic to the inside lanes in each direction. Use flexible tubular markers to delineate edges of travel lanes

Repair concrete deck as shown in the plans or as directed by the engineer. Clean and prepare deck surface and joints and place deck surface as shown in the plans.

Structure Work on Pedestrian Tunnel Structure (B-40-147)

No work may take place on Structure B-40-147 during Miller Park Events. All work must be completed, and all materials, equipment, tools, and traffic control barricades removed from structure location 3 hours prior to and 2 hours after any Miller Park Event.

Repaying Operations on USH 41

All work associated with the repaving of USH 41 shall be conducted after the completion of the Wisconsin Avenue Bridge deck replacement operations. Wisconsin Avenue Bridge work cannot be conducted at the same time as repaving operations in order to avoid conflicts with lane and ramp closures.

USH 41 Stage 1

Install traffic control devices for this stage as shown in the plan or as the engineer directs.

During peak hours, two lanes of USH 41 must remain open at all times.

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During Off-peak hours, the outside shoulder and two outside lanes (one outside lane in the 2-lane sections) may be closed.

Close the southbound USH 41 on ramp from Wisconsin Avenue for the duration of the repaying operations on USH 41.

Traffic shall not be placed on the median shoulder.

Remove all concrete shoulder rumble strips along the outside shoulder of USH 41 and replace with concrete pavement HES. Repair outside concrete shoulder in locations identified in the plans or as the engineer directs.

Remove concrete barrier wall turn-down transitions and replace with Guardrail Terminal Energy Absorbing Terminals. Remove and replace damaged concrete barrier wall at the locations identified on the plans, or as the engineer directs. Remove and replace guardrail and energy absorbing terminals as shown in the plans or as the engineer directs.

Rehabilitate and clean storm sewer structures along the outside shoulders as identified in the plan or as directed by the engineer. Replace storm sewer lateral pipes near the Stadium Interchange. Clear and Grub areas along the outside of the roadway up to the right-of-way fence.

Perform miscellaneous repairs on Structure B-40-147. No work on box culvert can occur during Miller Park Events. Box culvert must remain open to pedestrians at all times. Protect pedestrians from construction hazards and structure debris during miscellaneous repairs.

USH 41 Stage 2

Install traffic control devices for this stage as the plan shows or as directed by the engineer.

During Peak hours, the two lanes of USH 41 must remain open at all times.

During Off-peak hours, the inside shoulder and two inside lanes (one inside lane in the 2-lane sections) may be closed.

Remove concrete barrier wall turn-down transitions and replace with Guardrail Terminal Energy Absorbing Terminals. Remove and replace damaged concrete barrier wall at the locations identified on the plans, or as the engineer directs. Replace median concrete shoulder and concrete barrier wall as shown in the plans

Rehabilitate and clean storm sewer structures along the inside shoulders as identified in the plan or as directed by the engineer. Line storm sewer pipes that cross USH 41 and replace the storm sewer lateral pipes near the Stadium Interchange. Replace median concrete

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shoulder and concrete barrier wall as shown in the plans. Proposed concrete shoulder must be placed to match the finished HMA surface elevation.

Mill existing HMA pavement, remove existing concrete surface partial depth to the thickness shown in the plans, repair joints and cracks as indicated in the plan or as the engineer directs, identify concrete base patch locations, place lower layer of HMA, concrete base patch areas identified during milling operations. Concrete base patches must be finished to the same level as the top of the lower layer of proposed HMA pavement with a tined surface finish, sufficient to provide proper adhesion of final HMA layer. USH 41 traffic shall not be allowed to drive on milled surface before lower layer of HMA pavement is placed.

If directed by the engineer, grind existing concrete shoulders in low points to provide temporary drainage between the placement of the lower layer of HMA and the placement of the final surface HMA layer as directed by the engineer. Grinding of existing concrete surfaces in low points for drainage purposes will be paid for as "Removing Asphaltic Surface Milling".

Place temporary asphalt wedge where differences in pavement surface elevations between lanes is greater than ³/₄-inch.

Sandblast and paint Bluemound Road Structure (B-40-09) as shown in the plans.

Place median lighting as shown in the plans.

USH 41 Stage 3

Install traffic control devices for this stage as shown in the plan or as directed by the engineer. Traffic shall not be placed on median shoulder. Close off-ramp from northbound USH 41 to Wisconsin Avenue. Provide advanced notification and warning signs for traffic on IH 94 intending to go north on USH 41 and exist onto Wisconsin Avenue.

During Peak hours, the two inside lanes of USH 41 must remain open at all times.

During Off-peak hours, the outside shoulder and two outside lanes (one outside lane in the 2-lane sections) may be closed.

Traffic shall not be placed on the median shoulder.

Mill existing HMA pavement, remove existing concrete surface partial depth to the thickness shown in the plans, repair joints and cracks as identified in the plan or as directed by the engineer, identify concrete base patch locations, place lower layer HMA pavement, concrete base patch areas identified during milling operations. USH 41 traffic shall not be allowed to drive on milled surface before lower layer of HMA pavement is placed.

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Concrete base patches to be finished to the same level as the top of the lower layer of proposed HMA pavement with a surface finish sufficient to provide proper adhesion of final HMA layer. Place upper layer of HMA pavement on outside lane.

Place temporary asphalt wedge where differences in pavement surface elevations between lanes is greater than ³/₄-inch. No temporary asphalt wedges may be installed or asphalt grinding done on the final surface of HMA pavement.

Sand blast and paint Bluemound Road Structure (B-40-09) as shown in the plans.

USH 41 Stage 3A – Bluemound Road Bridge Painting

Install traffic control devices for this stage as shown in the plans or as directed by the engineer. Provide advanced notification and warning signs for traffic on Wisconsin Avenue intending to go west on IH 94.

Perform this work during off-peak hours. Wisconsin Avenue on-ramp to southbound USH 41 to remain closed during this stage. Close outside and middle lane to provide adequate work zone for painting operations.

Sand blast and paint Bluemound Road Structure (B-40-09) as shown in the plans.

USH 41 Stage 4

Install traffic control devices for this stage as shown in the plans or as directed by the engineer.

During Peak hours, the two lanes of USH 41 must remain open at all times.

During Off-peak hours, the inside shoulder and two inside lanes (one inside lane in the 2-lane sections) may be closed

If concrete shoulder sections at low points were removed in Stage 2 for temporary drainage purposes, replace with concrete pavement HES. Placement of concrete pavement HES shall be paid for under the Concrete Pavement HES 9-inch bid item.

Remove temporary asphalt wedges placed in stage 2 and stage 3. Place upper layer of HMA pavement on median lane and middle lane.

Place permanent pavement markings in final locations on median and inside lanes.

USH 41 Stage 5

Install traffic control devices for this stage as shown in the plan or as directed by the engineer. Traffic shall not be placed on median shoulder.

During peak hours, the two inside lanes of USH 41 must remain open at all times.

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During off-peak hours, the outside shoulder and two outside lanes (one outside lane in the 2-lane sections) may be closed. On and off ramps may be closed for up to two weeks to accommodate construction operations for each individual ramp.

Mill, concrete base patch, repair joints and cracks as shown in the plans or as the engineer directs for all on and off side road ramps and system interchange ramps. Place lower and upper layers of HMA on ramps. USH 41 traffic shall not be allowed to drive on milled surface before lower layer of HMA pavement is placed.

Replace pedestrian curb ramps at ramp terminals as shown in the plans or as the engineer directs

Grind rumble strips into outside concrete shoulder along USH 41 as specified in the plan or as directed by the engineer.

Remove temporary pavement marking from outside lane. Place permanent pavement markings in final locations on USH 41 and ramps.

Westbound IH 94 Ramp to southbound USH 41 Stage 6 (B-40-40)

Install traffic control devices required for this stage. Reduce eastbound IH 94 from 3 lanes to 2 lanes, closing the outside lane during approved off-peak hours.

Repair structure pier as shown in the plans or as the engineer directs.

Westbound IH 94 Ramp to southbound USH 41 Stage 7 (B-40-40)

Install traffic control devices required for this stage. Reduce eastbound IH 94 from 3 lanes to 2 lanes, closing the inside lane during approved off-peak hours.

Repair structure pier as shown in the plans or as the engineer directs.

4. Traffic.

Complete the construction sequence and the associated traffic control and detours as detailed on the plans and described herein.

Advanced Notification

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

Ramp Closures
System Ramp Closures
To calendar days
Shoulder/Lane Closures
Full Freeway Closures
Construction Stage Changes
Detours

3 business days
14 calendar days
14 calendar days
14 calendar days

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Single lane operation on the mainline USH 41 and full closure of freeway-to-freeway system interchange ramps is only permitted during the off peak stage hours pending approval of the engineer. Lane closures shall be in accordance to these plans and the standard detail drawings (SDD) and have the approval of the engineer and the Region Workzone Engineer. Notify the engineer and the Regional Workzone Engineer at (262) 548-5668 if there are changes in the schedule, early completions, or cancellations of scheduled work. Coordinate the locations and messages of portable changeable message signs with the engineer and WisDOT STOC. Notify WisDOT Signal Operations, (414) 750-2605 and WisDOT Electrical Field Unit, (414) 266-1170 regarding changes for alternate routes and detours.

Install all fixed message signs, as shown on the plans at least 14 calendar days prior to commencing stage construction or as indicated elsewhere.

Closures

Post all entrance and exit ramp closures and system interchange ramps seven working days in advance of their closure with dates and time of closure. Do not close consecutive ramps.

Complete closures of the freeway will not be permitted.

Complete closures of local streets will not be permitted.

If the contractor fails to open all lanes of traffic and ramps by the specified times, then liquidated damages of \$8,000 per hour per traffic lane or ramp for each hour of lane or ramp closure violations will be assessed. This reduction will be applied in a quarterly fraction for each 15-minutre increment during which the lane or ramp closure violation occurs. The department will assess hourly liquidated damages for the roadway lanes and ramps not being open to traffic under the Failing to Open Road to Traffic administrative item.

Freeway Shoulder Closures

Shoulder closures are allowed as noted in the Staging Plans. Additional shoulder closures must be approved by the engineer. Do not perform work in a closed shoulder area during peak traffic periods unless otherwise approved by the engineer.

Freeway Ramp Closures

Freeway entrance and exit ramps may be closed for construction operations for up to two weeks. Place a portable changeable message board ahead of preceding ramp, indicating ramp closure ahead. Ramps must remain open on Miller Park Event days. The southbound USH 41 on-ramp from Wisconsin Avenue can remain closed during repaying operations.

Single lane operation on USH 41 and full closures of freeway-to-freeway system interchange ramps is only permitted during off-peak hours pending approval of the engineer and Regional Workzone Engineer.

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Keep lanes, ramps, and shoulders open if no work operations are anticipated to occur during that day. All system interchange ramps are to remain open during all Miller Park Events as specified.

Do not disturb, remove, or obliterate any traffic control signs, advisory signs, shoulder delineators, or beam guard in place along the traveled roadways not shown on the plans without approval of the engineer.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.

Cover all traffic control signs when they are not in use.

Provide new high intensity reflective sheeting on all traffic control drums and barricades.

Traffic Control Deficiency Response Time Penalty

Supplement standard spec 643.3.2(8) with the following:

Upon receiving written notification from the engineer, clean, repair or replace traffic control devices not performing as intended to the satisfaction of the engineer within 12 hours. Failure to clean, repair or replace required traffic control within the time limits specified above will result in daily monetary deductions of \$500 for each 24-hour period (or portion thereof starting 12 hours after time of notification) in which the traffic control deficiency exists.

Coordination with Milwaukee County Sheriff

The contractor shall notify and request assistance 14 calendar days in advance from Milwaukee County Sheriff's Department for freeway closures, lane closures, freeway to freeway system ramp closures and stage changes.

Coordination with Milwaukee County Transit System

The contractor will provide information to the engineer and the engineer will notify and request assistance 14 calendar days in advance from Milwaukee County Transit System for lane closures and stage changes that may affect bus routes and bus stops. Temporary locations of bus stops and temporary bus route detours must be coordinated with MCTS.

Detours

Detour traffic as shown on the plans. Install required traffic control and detour signs as shown on the plans at least 14 calendar days prior to beginning stage construction; remove the detour after completion of the project. Cover advance warning signs and detour signs until work beings.

Stage Changes

Traffic control for stage changes will only be allowed during off-peak working hours.

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Supplement standard spec 643.3.1 with the following:

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic in order to perform the operations. Provide the Milwaukee County Sheriff's Department, and the engineer a current telephone number for the contractor, or his representative, the traffic control subcontractor, and the City of Milwaukee Traffic Operations department contact.

Do not park or store equipment, vehicles or construction materials within 30' of the edge of roadway carrying traffic during non-working hours except at locations and periods of time approved by the engineer.

Yield to all through traffic at all locations. Equip all contractors' vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light). Operate the flashing yellow beam at all time while within the work zone.

Do not disturb, remove or obliterate traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.

Replace standard spec 643.3.1(6) with the following:

Place one flashing arrow board in advance of each lane closure taper and place on flashing arrow board within each lane closure taper at locations directed by the engineer.

Do not place highway vehicular traffic on top of milled concrete surface. At a minimum, place highway vehicular traffic on the lower layer of HMA pavement, or existing outside concrete shoulder.

5. Traffic Meetings and Traffic Control Scheduling.

Every Thursday by 9:00 AM, or as scheduled by the engineer, submit a detailed proposed 2-week look ahead traffic closure schedule to the engineer. Type the detailed proposed two week look ahead closure schedule into an excel spreadsheet. Enter information such as closure dates, duration, work causing the closure and detours if any are to be used. Also enter information such as emergency contacts and general one month look ahead closure information into the excel spreadsheet.

Meet with the engineer between in a weekly meeting to discuss and answer questions on the proposed schedule. Edit, delete and add closures to the detailed proposed 2-week look ahead schedule, as directed by the engineer, so that proposed closures meet spec requirements. Other edits, deletions or additions unrelated to meeting spec requirements may also be agreed upon between the contractor and engineer during the 9:00 AM meeting. Upon editing, deleting and adding closures to the proposed schedule due to

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discussion from the 9:00 AM meeting e-mail the detailed proposed 2-week look ahead closure schedule to the project's list of stakeholders, including the Statewide Traffic Operations Center as provided by the engineer.

Every Thursday at 1:00 PM, or as scheduled by the engineer, attend a weekly traffic meeting. The meeting will bring county officials, project stake holders, contractors, and construction engineering personnel together to discuss traffic staging, closures and general impacts. Upon obtaining feedback from the meeting attendees, edit, delete and add information to the detailed two week look ahead closure schedule, as needed. Submit the revised two week look ahead to the engineer.

Obtain approval from the engineer for mid-week changes to the closure schedule. Revise the two week look ahead as required and obtain engineer approval.

The contractor's weekly schedule of operations for all actual and anticipated work shall include roadway, lane and ramp closures for the upcoming week beginning on Sunday, 12:01 AM and ending at Saturday, 11:59 PM. This information will be reviewed by the department. Modifications to this schedule will be accepted no later than noon on Thursdays. The final weekly schedule information will be provided to the local media on each Friday at 9:00 AM by department public information personnel.

6. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 41 traffic, local side road 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:

- Memorial Day from noon Friday, May 23, 2014 to 6:00 AM Tuesday, May 27, 2014:
- Independence Day from noon Thursday, July 3, 2014 to 6:00 AM Monday, July 7, 2014;
- Labor Day from noon Friday, August 29, 2014 to 6:00 AM Tuesday, September 2, 2014.

107-005 (20050502)

7. Miller Park Events.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 41 traffic, or local side road traffic. Open USH 41 so that, at a minimum, 2 lanes of traffic are opened in each direction. 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. These restrictions are in affect during all Milwaukee Brewers home games from the four hours prior to the start of the game and until two hours after completion of the game.

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Do not perform work within the project limits on opening day of the Milwaukee Brewers Baseball season

In addition to the Milwaukee Brewers home games, it is anticipated that throughout the duration of the project, there will be approximately 10 yet-to-be scheduled events at Miller Park that may impact the construction schedule. There are anticipated work restrictions on those days and all work has to be approved by the engineer.

8. Utilities.

This contract comes under the provision of Administrative Rule Trans 220. 107-065 (20080501)

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed and the site will be available to the utility. Follow-up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

Additional detailed information regarding the location of relocated utility facilities is available on the permits issued to the utility companies. These permits can be viewed at the regional office during normal working hours. Contact the region's Utility Permit Coordinator at (262) 548-8733.

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to utilities that have facilities in the area as required per statutes. Use caution to insure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

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.

The following utility companies have facilities along the project. A summary of their proposed utility alteration work to accommodate construction is summarized below.

ATC Management Inc. has multiple high voltage power circuits that run east and west and cross USH 41 south of the IH 94/USH 41 interchange. There are no anticipated relocations or potential impacts with these high voltage circuits. All overhead conductors should be considered to be energized at all times. Maintain OSHA Safe Working Clearance from the 138 kV line per the latest OSHA requirements.

The field contact for ATC is Michael Olsen, phone (920) 338-6582, cell (920) 660-2390.

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AT&T Corp and WisDOT maintain underground duct packages within the project limits.

- Duct package crossing US H41 at the Wisconsin Avenue Bridge. Duct package is bored under USH 41, and not attached to the structure
- Duct package crosses USH 41 on the north side of the on and off ramps from IH 94.

There are no anticipated conflicts with these underground facilities.

The field contact for AT&T Corp is William Koenig [Cell (608-628-0575)]

AT&T Wisconsin has multiple facilities within the project limits

- 6-3 1/2-inch Transite ducts attached to the bridge crossing USH 41 at Wells Street
- 4-3 1/2-inch Transite ducts attached to the bridge at W. Bluemound Road.

There are no anticipated conflicts with these facilities.

The field contact for AT&T Wisconsin is Deanna Barbian, phone (414) 476-6188, cell (414) 469-1335.

City of Milwaukee – Communication maintains the following facilities attached to the Wisconsin Avenue Bridge located within the City of Milwaukee – Underground Conduit:

- 1- 12 pair plastic-sheath copper cable
- 1-25 pair plastic sheath copper cable
- 1- 72 strand single-mode fiber cable

The cables will be relocated or abandoned prior to construction. Facilities will be relocated temporarily to the Bluemound Road Bridge, while the Wisconsin Avenue Bridge deck is replaced. Once the bridge deck is replaced, the temporarily relocated facilities will be relocated back onto the Wisconsin Avenue Bridge. All cable work will be completed by City of Milwaukee forces.

Relocation of the existing facilities will be done prior to construction. The anticipated start date of relocation activities is slated for late fall or early winter 2013. Temporary relocation is expected to take approximately 60 days to complete. Permanent relocations will be done after bridge and roadway construction is completed.

The field contact for City of Milwaukee – Cabling is DPW / Operations – B&F – Communications Dispatch: Phone (414-286-3686)

City of Milwaukee – Sanitary Sewer maintains sanitary sewer lines within the limits of the project. There are also facilities along 46th Street between the Wells Street southbound USH 41 off ramp and the southbound USH 41 on ramp from Wisconsin Avenue. There is a 12-inch diameter concrete sanitary sewer running in the southbound USH 41 on-ramp

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south of Wisconsin Avenue and crossing under USH 41 south of the Wisconsin Avenue Structure. Standard depths of the sanitary sewer facilities are 10 feet, and between 4 and 5 feet for storm sewers

There are 3 sanitary sewer manholes that are in conflict with the HMA overlay that will be adjusted as part of this contract, during construction. They are located near the north side of the southbound USH 41on ramp from Wisconsin Avenue.

The field contact for these facilities is Zafar S. Yousuf, (414) 286-2467. The City of Milwaukee will provide inspection and final acceptance of the adjustments of the sanitary manholes. Provide 7 day advanced notification to the field contact before adjusting the sanitary manholes.

City of Milwaukee – **Signals** maintains traffic signals on West Wisconsin Avenue at N. 46th Street/SB USH 41 exit ramp roadway. There is an existing traffic signal bolt circle on the Wisconsin Avenue structure over USH 41 located in the median that will be replaced with a monotube base, anchor assembly, and conduits during construction as part of this contract.

Temporary signals will be installed at the intersection of West Wisconsin Avenue and N. 46th Street in order to accommodate the traffic control staging on Wisconsin Avenue for the bridge deck replacement. The temporary signals will be installed by City of Milwaukee forces, and adjusted as needed throughout the duration of the project for the various stages. The temporary signals will remain in place after the project is completed.

The temporary signals will be installed 30 days prior to stage 1 construction of the Wisconsin Avenue Bridge. Notify the City of Milwaukee forces 15 days prior to the start of stage 2 construction, so that adjustments can be made in order to accommodate the change in traffic control. City forces expect the work for signal adjustment to take approximately 5 working days for each stage.

The field contact for City of Milwaukee Signals is Al Nichols, phone (414) 286-5962, cell (414) 708-5148.

City of Milwaukee – Street Lighting maintains street lighting along the median of Wisconsin Avenue. On the Wisconsin Avenue Bridge over USH 41, there are City of Milwaukee lighting facilities attached to the parapet walls of the bridge.

City of Milwaukee lighting forces will remove the lighting units from the Wisconsin Avenue Bridge during bridge deck replacement operations, and install temporary lighting units as needed. The bridge contractor shall notify City of Milwaukee – Lighting 10 days in advance of construction beginning on the Wisconsin Avenue Bridge. It will take approximately 5 working days for City forces to remove the existing lighting units and install temporary lighting, once the existing fence on the parapet wall is removed by the bridge contractor.

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Once stage 1 of the bridge construction on Wisconsin Avenue is complete (south side), yet before the proposed pedestrian fence attached to the parapet wall is installed, City of Milwaukee lighting forces will install the proposed lighting units. Provide the City of Milwaukee – Lighting 10 days of advanced notification prior to the lighting units on the south side of the bridge being ready for installation. It will take the City of Milwaukee lighting forces approximately 5 days to install the new lighting units on the south side of the structure

Once Stage 2 of the Wisconsin Avenue bridge (north side) is constructed, yet before the pedestrian fence attached to the parapet wall is installed, City of Milwaukee lighting forces will install the proposed lighting units on the north side of the structure. Provide the City of Milwaukee 10 days of advanced notification prior to the lighting units on the north side of the bridge being ready for installation. It will take the City of Milwaukee lighting forces approximately 5 days to install the new lighting units on the north side of the structure.

The City of Milwaukee Lighting anticipates starting the removal of the existing lights 15 working days before construction starts. Removal and installation of the lighting units are expected to last as follows:

- 2 days to remove south side lighting
- 5 days to install south side lighting
- 2 days to remove north side lighting
- 5 days to install north side lighting

The field contact for City of Milwaukee Lighting is Dennis Miller, phone (414) 286-5942, cell (414) 708-4251.

City of Milwaukee – **Underground Conduit** maintains the following facilities within the project limits:

- 4-Duct package attached to the north side of the Bluemound Road Bridge, underneath the bridge deck
- 2-Duct package attached to the north side of the Wisconsin Avenue Bridge, underneath the bridge deck
- 6-Duct package attached to the south side of the Wisconsin Avenue Bridge, underneath the bridge deck
- 3-Duct package under USH 41 south of the pedestrian tunnel north of the Stadium Interchange

The duct packages attached to the Wisconsin Avenue Bridge will be replaced as part of this contract. 8-4-inch PVC conduits will be placed on the north side of the Wisconsin Avenue structure while 4-4-inch conduits will be placed on the south side of the Wisconsin Avenue bridge structure. The proposed conduits will be placed per the details outlined in the plans, and connected to the existing conduits located within Wisconsin Avenue.

Cables inside the conduits will be removed or abandoned as outlined in the work plans for the City of Milwaukee Traffic Signals, Communications, and Street lighting.

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Shop drawings of the deck inserts, hangers and conduits shall be prepared by the contractor and submitted to the City of Milwaukee Underground Conduit section at least 30 days prior to installation for approval.

The City of Milwaukee will provide inspection and final acceptance of the installation of the deck inserts, conduit hangers, and conduits. Provide 7 day advanced notification to the field contact before pouring the concrete bridge deck.

The field contact for City of Milwaukee – Conduit is Karen Rogney, phone (414) 286-3243.

Level 3 Communications maintains facilities within the project limits.

- 3 ducts run parallel to State Street between State Street and the Railroad Tracks

There are no anticipated conflicts with Level 3 Communications facilities. Contact Level 3 48 hours prior to any pre-construction meeting or prior to any work near the Level 3 facilities. Level 3 is required to monitor construction activities near their facilities.

The field contact for Level 3 Communications is Nickey Worthington, phone (720) 888-0336. When contacting Level 3 Communications, reference the file number 39223 WI.

Milwaukee Water Works maintains water lines within the project limits.

- A 6 inch water line runs parallel to the northbound on-ramp to USH 41 from Wells Street. The water line is on the east side of the ramp, behind the back of curb.
- A 12 inch water line crosses Wisconsin Avenue running east and west, and is attached to the underside of the Wisconsin Avenue bridge deck.
- A 36 inch water line runs east and west and crosses USH 41 south of the Bluemound Road Bridge.

The 12-inch water line that is attached to the Wisconsin Avenue Bridge Deck will be removed as part of this contract and replaced with a 12-inch insulated steel pipe. The contractor shall provide deck inserts, pipe hanger system, steel pipe, and all fittings as shown in the plans.

The contractor shall allow 4 working days notice prior to start of construction for material inspection and for scheduling construction inspections. Contact Mr. Steven Brengosz, (414) 286-2391 or (414) 708-2808, for material inspection and the City of Milwaukee Construction Section at (414) 286-2497 for installation inspection. All materials (inserts, hangers, pipe, coatings, etc.) will be inspected, tested and reviewed prior to installation to ensure that all materials meet city specifications.

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No delay to the project shall be the fault of the City of Milwaukee or to the Wisconsin Department of Transportation due to the material approval process.

The Milwaukee Water Works will shut off the existing water main and provide temporary hose connections to affected services as required. Contact Mr. Steven Cianciola, (414) 708-3887, three days prior to schedule the necessary shut-offs and/or connections.

The field contact for Milwaukee Water Works is Dave Goldapp, phone (414) 286-6301, cell (414) 708-2695.

MMSD maintains two separate facilities within the project limits. A 60-inch near surface collector crosses under USH 41 at approximately Station 70+15 (in between the Wisconsin Avenue and Wells Street Structures). The second facility (42-inch near surface collector) enters the project limits from the west side of the Wisconsin Avenue Bridge, joins the storm sewer system at storm sewer Structure #85. The storm sewer facility outfalls at the Menomonee River with a 72-inch outfall.

There is one conflict with Structure #84 and the resurfacing of USH 41. The casting on Structure #84 will need to be adjusted to accommodate for the additional HMA overlay thickness. This adjustment will be performed by MMSD forces. The contractor shall call a minimum of 5 days in advance to schedule the adjustment of the structure casting.

The work to adjust the manhole cover is anticipated to take 5 days to complete.

The field contact for MMSD is Larry Anderson, (414) 617-1429. To coordinate the adjustment of the facilities, the contractor shall contact Robert Rebitski, (414) 225-2214.

TDS Metrocom maintains a 72-count fiber optic cable along the north side of Wisconsin Avenue, crossing over USH 41, attached to the Wisconsin Avenue Bridge. The cable is located inside the Windstream/Paetec duct package. Windstream/Paetec will be relocating their entire duct package, including the duct occupied by TDS Metrocom.

Relocation activities will occur before and during bridge construction. Once Windstream/Paetec has completed the relocation of their duct packages, TDS will need approximately 23 calendar days to complete the relocation of their fiber optic cable. See Windstream/Paetec special provision for duct relocation construction times.

The contractor shall notify TDS Metrocom 21 calendar days in prior to TDS Metrocom being allowed to splice over their facilities.

The field contact for TDS Metrocom is Michael Johnson, phone (262) 754-3052; cell (262) 939-6355.

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Time Warner Cable maintains multiple facilities within the project limits.

- Aerial facilities on WE Energies poles over USH 41 south of the Bluemound Road Bridge.
- Aerial facilities on WE Energies poles over USH 41 north of Wells Street Bridge.
- Underground facilities beneath the southern sidewalk parallel to State Street.

There are no anticipated conflicts with these facilities.

The field contact for Time Warner Cable is Lukas LaCrosse, phone (414) 908-4766; cell (414) 430-9321.

We Energies Electric maintains overhead and underground facilities within the project limits.

- An overhead line crosses USH 41 south of the Bluemound Road Bridge.
- Duct package on the south side of the Bluemound Road Bridge, attached underneath the bridge.
- Duct package on the north side of the Wells Street Bridge, attached underneath the bridge.
- An overhead line crosses USH 41 north of the Wells Street Bridge.
- An overhead line crosses the northbound USH 41 on-ramp from Wells Street at two locations

There are no anticipated conflicts with this construction project.

It is imperative that the highway contractor contact We Energies before removing any gas facilities or electrical underground cables, to verify that they have been abandoned and carry no natural gas or electrical current. The contractor must not assume that unmarked facilities have been abandoned. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24 hour Dispatch lines to arrange for this verification.

We Energies Electric Dispatch # (800) 662-4797 We Energies Gas Dispatch # (800) 261-5325

The field contact for We Energies – Electric is Christopher Schulz, phone (414) 944-5553, cell (414) 550-8289.

We Energies – Gas maintains gas facilities within the project limits.

- A 20-inch steel high pressure line crosses under USH 41 on the south side of the Wisconsin Avenue bridge with 42 inches of minimum cover.
- A 4-inch steel gas line crosses USH 41 on the north side of Wells Street and is attached underneath the bridge to the deck.

No conflicts are anticipated with this project

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It is imperative that the highway contractor contact We Energies before removing any gas facilities or electrical underground cables, to verify that they have been abandoned and carry no natural gas or electrical current. The contractor must not assume that unmarked facilities have been abandoned. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24 hour Dispatch lines to arrange for this verification.

We Energies Electric Dispatch # (800) 662-4797 We Energies Gas Dispatch # (800) 261-5325

The field contact for We Energies – Gas is Dennis Sinjakovic, phone (414) 540-5715), cell (414) 391-4268).

Windstream/Paetec has 4 - 4-inch conduits attached to the deck of the Wisconsin Avenue structure crossing over USH 41. One of the ducts that belong to Windstream/Paetec contains and TDS Metrocom fiber optic cable in it. The facility is located on the north side of the structure, and is attached to the bridge deck.

Windstream/Paetec plans to relocate their facility that is currently on the north side of the structure, to the south side of the structure, near the median. The new facility will be 2-4-inch conduits.

The relocation of Windstream/Paetec facilities will start before construction begins, and will continue into construction. In late Fall 2013, Windstream/Paetec will install new conduits from their existing manholes on either side of the Wisconsin Avenue Bridge to the abutments of the bridge to be tied into when the new conduits are placed on the bridge. This work is expected to take 21 calendar days to complete.

Windstream/Paetec will supply the bridge contractor with deck inserts that are to be installed by the bridge contractor. Once Stage 1 of the Wisconsin Avenue Bridge is completed, and underneath the bridge deck is available for use, Windstream/Paetec will install new hangers, conduits, and new cables onto the previously installed deck inserts. The work of installation of the hangers, conduits, and new cable is expected to take 7 calendar days to complete.

After the hangers, conduits, and cable are installed, Windstream/Paetec will require approximately 14 calendar days to splice over the new cables. Once splice over operations are completed, it will take Windstream/Paetec approximately 2 calendar days to remove the existing conduits that are on the north side of the structure.

PAETEC/Windstream will coordinate their own traffic control layout and provide their own traffic control devices that are to be used for their relocations operations on USH 41.

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The contractor shall notify Windstream/Paetec 48 hours in advance of pouring the concrete bridge deck in order to inspect and approve the installation of the deck inserts. The contractor shall notify Windstream/Paetec, at a minimum, 7 calendar days prior to Windstream/Paetec being allowed to install the hangers, conduits, and cables.

The field contact for Windstream/Paetec is James Kostuch, (262) 792-7938.

WisDOT Lighting maintains existing facilities within the project limits.

- Existing lighting units run along the median of USH 41 from the Stadium Interchange to the State Street Bridge.
- Existing lighting units run along all of the exit and entrance ramps within the project limits.
- Under deck lighting units are attached to the underside of the overpass bridges.

The proposed lighting plan places the new lighting units in the same areas that the existing lighting units are being removed from. The work associated with the removal and placement of proposed lighting will be done as part of this contract.

The contact for WisDOT Lighting is Matthew Pfeifer, phone (262) 548-8778.

WisDOT STOC maintains underground facilities along the length of the project.

- 1 duct runs along USH 41 on the west side of the southbound lanes from the Stadium Interchange to the north side of the Wells Street on and off ramps.
- 1 duct runs along USH 41 on the east side of the southbound lanes from the Stadium Interchange to the south side of the Bluemound Road bridge.
- 1 duct runs along the median of USH 41 between northbound and southbound lanes from the Stadium Interchange to the south side of the box culvert pedestrian tunnel for Miller Park Parking Lot.
- 1 Duct crosses USH 41 on the north side of the Stadium Interchange.
- 1 Duct crosses USH 41 within the Stadium Interchange.
- 1 Duct crosses USH 41 on the south side of Bluemound Road Bridge, attached to the underneath side of the bridge.

Work associated with these facilities will be done as part of this contract. Microwave conductors, conduits and cabling will be installed. Old meter loop detectors will be removed.

The field contact for WisDOT STOC is Kurt Wilm, phone (414) 227-2151, cell (414) 940-5570.

9. Railroad Insurance and Coordination.

A Description

Comply with subsection 107.17 of the standard specifications for all work affecting Soo Line Railroad Company, d/b/a Canadian Pacific Railway Company property and any existing tracks.

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A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Soo Line Railroad Company, d/b/a Canadian Pacific Railway Company.

Notify evidence of the required coverage, and duration to Canadian Pacific Railway Company at 11306 Franklin Avenue, Franklin Park, IL 60131, Attention Edward Oom. Include the following information on the insurance document:

Project: 1350-09-71

Route Name: USH 41, Milwaukee County Watertown Subdivision, Milepost 88.80

A.2 Work by Railroad

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

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

Contact Edward Oom, Manager of Public Works- US East Engineering, 11306 Franklin Avenue, Franklin Park, IL 60131, TELEPHONE (630) 860-4975, FAX (630) 860-4170, Edward_Oom@cpr.ca, for consultation on railroad requirements during construction.

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

A.4 Temporary Grade Crossing

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

A.5 Train Operation

Approximately 2 passenger trains and 24-26 through freight trains operate daily through the construction site. Passenger trains operate at up to 50 mph. Through freight trains operate at up to 50 mph.

10. Erosion Control.

The contractor shall prepare and submit an erosion control implementation plan (ECIP) for the project including borrow sites, material disposal sites, dust control, and dewatering in accordance to Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan will identify how the contractor intends to implement the project's erosion control plan.

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Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide 1 copy of the ECIP to WisDOT and 1 copy of the ECIP to the WDNR Liaison Ms. Kristin Betzold, Wisconsin Department of Natural Resources, SE Region, 2300 N. Martin Luther King Jr. Drive, Milwaukee, WI 53212, phone (414) 263-8517.

Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Re-topsoil of graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 calendar days after placement of topsoil. If graded areas are left exposed for more than 14 calendar days, seed those areas with temporary seed

When performing roadway cleaning operations, the contractor shall use equipment having vacuum or water spray mechanism to eliminate the dispersion of dust. If vacuum equipment is employed, it shall have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

Stockpile excess material or spoils on upland areas away from wetlands, floodplains and waterways. Stockpiled soil shall be protected against erosion. If stockpiled material is left for more than 14 calendar days, seed the stockpile with temporary seed.

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

John Roelke, License Number AII-119523, inspected Structure B-40-09, B-40-40, B-40-52, B-40-55, B-40-147 for asbestos on February 21, 2012. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from Asad Khan, (262) 548-5663. 107-127 (20120615)

12. Hauling Restrictions.

Do not haul materials of any kind on any local roads without approval of the local Maintaining Authority and the department. Provide any proposals to haul on local roads with a written agreement between the contractor and the respective Maintaining Authority. Submit a letter to the department from the Maintaining Authority in agreement to the hauling prior to hauling. Contact the respective Maintaining Authority prior to bidding for approval of haul routes.

At all times, conduct operations in a manner that will cause a minimum of disruption to traffic on existing roadways.

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This provision does not reduce or eliminate the contractor responsibility from restoring local roads under the item maintenance and repair of haul roads.

13. Coordination with Businesses.

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

108-060 (20030820)

14. Coordination with Milwaukee County Transit System (MCTS).

The contractor shall provide MCTS the proposed construction start date 14 calendar days prior to the start of construction so that temporary bus stops can be relocated before construction begins. The contact person for MCTS is Dave Ziareck, (414) 343-1764.

15. Project Communication Enhancement Effort.

Use the Project Communication Enhancement Effort (PCEE) tools on this contract. Coordinate with the department to modify the various published tools as necessary to meet the particular project needs and determine how to implement those tools under the contract. Ensure the full participation of the contractor and its principal subcontractors throughout the term of the contract.

Forms and associated guidance are published in the PCEE Manual available at the department's Highway Construction Contract Information (HCCI) web site at:

http://roadwaystandards.dot.wi.gov/standards/admin/pcee-user-manual.doc 105-005 (20090901)

16. Protection of Workers.

For purposes of this contract, all spent materials from paint removal operations shall be handled and managed as "hazardous". In this regard, the contractor's attention is directed to standard spec 107.1 of Laws to be Observed, and as follows.

Provide and require all employees to wear all personal protective equipment required for the environment to which the workers are subjected and provide medical monitoring as required for those employees in the work area. This area includes, but is not limited to air supplied respirators, eye protection, ear protection, fall protection, protective clothing and other such items. Provide means and methods for the decontamination of workers and authorized personnel in the work area so that no lead contamination leaves the work area on the bodies or clothing of those persons.

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17. Clearing and Grubbing, Emerald Ash Borer.

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

Supplement standard spec 201.3 with the following:

The emerald ash borer (EAB) has resulted in a quarantine of ash trees (*Fraxinus*, *sp*) by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (DNR).

Ash trees species attacked by emerald ash borer include the following:

Green ash (*F. pennsylvanica*) is found throughout the state, but is most common in southern Wisconsin. It may form pure stands or grow in association with black ash, red maple, swamp white oak, and elm. It grows as an associate in upland hardwood stands, but is most common in and around stream banks, floodplains, and swamps.

Black ash (F. nigra) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps, but is also found in other wet forest types.

Blue ash (*F. quadrangulata*) is a threatened species that is currently found only at a few sites in Waukesha county. The species is at the edge of its range in Wisconsin, but is common in states farther south. The species is not of commercial importance. Blue ash twigs are 4-sided.

White ash (F. americana) tends to occur primarily in upland forests, often with Acer saccharum

Includes all horticultural cultivars of these species.

(Note: blue ash twigs are 4-sided. All other Wisconsin ash trees have round stems.)

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

The contractor shall be responsible for hiring a certified arborist to identify all ash trees that will be cleared and grubbed for the project. In addition, prior to scheduled clearing and grubbing activities, the arborist shall mark all ash trees with flagging tied around the trunk perimeter (florescent lime is suggested as it isn't identified with other project activities).

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Follow and obey the following Wisconsin Department of Agriculture, Trade, and Consumer Protection order:

ATCP 21.17 Emerald ash borer; import controls and quarantine.

- IMPORTING OR MOVING REGULATED ITEMS FROM INFESTED AREAS; PROHIBITION. Except as provided in sub. (3), no person may do any of the following:
- (a) Import a regulated item under sub. (2) into this state if that item originates from an emerald ash borer regulated area identified in 7CFR 301.53-3.
- (b) Move any regulated item under sub. (2) out of an emerald ash borer regulated area that is identified in 7CFR 301.53-3 and located in this state.

Note: the United States Department of Agriculture-Animal and Plant Health Inspection Service (USDA-APHIS) periodically updates the list of regulated areas in 7CFR 301.53-3. Subsection (1) applies to new regulated areas as those areas are identified in the CFR.

- REGULATED ITEMS. The following are regulated items for purposes of sub. (1):
- (a) The emerald ash borer, Agrilus planipennis Fairmaire in any living stage.
- (b) Ash trees.
- (c) Ash limbs, branches, and roots.
- (d) Ash logs, slabs or untreated lumber with bark attached.
- (e) Cut firewood of all non-coniferous species.
- (f) Ash chips and ash bark fragments (both composted and uncomposted) larger than one inch in diameter.
- (g) Any other item or substance that may be designated as a regulated item if a DATCP pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.

Regulatory considerations

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

Clearing and grubbing includes all ash trees that are to be removed from within the Project footprint. If ash trees are identified within clearing and grubbing limits of the Project, the following measures are required for the disposal:

Chipped ash trees

- 1. May be left on site if used as landscape mulch within the project limits. If used as mulch on site, chips may not be applied at a depth greater than standard mulch applications as this will impede germination of seeded areas.
- 2. May be buried on site within the right-of-way in accordance to standard spec 201.3 (14).
- 3. May be buried on adjacent properties to projects within the quarantined zone with prior approval of the engineer in accordance to standard spec 201.3 (15).

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- 4. May be trucked to a licensed landfill within the quarantined zone with the engineer's approval in accordance to standard spec 201.3 (15).
- 5. Burning chips is optional if in compliance with standard spec 201.3.
- 6. Chips must be disposed of immediately if not used for project mulching and may not be stockpiled and left on site for potential transport by others. Chips may be stockpiled temporarily if they will be used for project mulching and are not readily accessible to the public.
- 7. Chipper equipment must be cleaned following post-chipping activities to ensure no spread of wood chip debris into non-quarantined counties.

Ash logs, branches, and roots

- May be buried without chipping within the existing right-of-way or on adjacent properties in accordance to standard spec 201.3 (14)(15).
- May be trucked to a licensed landfill within the quarantined zone with the engineer's approval in accordance to standard spec 201.3 (15).
- Burning is optional if in compliance with standard spec 201.3.
- Ash logs, branches, and roots must be disposed of immediately and may not stockpiled.

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

Do not bury or use mulch in an area that will be disturbed again during later phases of the project.

Anyone moving firewood or ash products from the state or these counties is subject to state and federal fines up to \$1,000.00. All fines are the responsibility of the contractor. Obtain updated quarantine information at the DNR Firewood Information Line at (800) 303-WOOD.

Furnishing and Planting Plant Materials

This applies to projects in the emerald ash borer (EAB) quarantined zones to include, Fond du lac, Kenosha, Milwaukee, Ozaukee, Racine, Sheboygan, Washington, and Waukesha, counties

Supplement standard spec 632.2.2 with the following:

The emerald ash borer (EAB) has resulted in a quarantine of ash trees (*Fraxinus*, *sp*) by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (DNR).

Ash trees may be obtained from inside or outside the quarantine area and planted within the quarantined area. Ash trees from within the quarantine area may not be transported and planted into the non-quarantined area.

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Updates for compliance

Each year, as a service, the Wisconsin department of agriculture, trade and consumer protection distributes an updated federal CFR listing to nursery license holders and other affected persons in this state. More frequent updates, if any, are available on the department's website at *www.datcp.state.wi.us*. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from the department. Persons may request update notices by calling (608) 224–4573, by visiting the department's website, or by writing to the following address:

Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management P.O. Box 8911 Madison WI 53708–8911

Regulated Items

More frequent updates, if any, are available on the department's website at www.datcp.state.wi.us. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from the department. Persons may request update notices by calling (608) 224–4573, by visiting the department's website, or by writing to the above address.

18. Hydro-demolition.

Supplement standard spec 203.3.2.2 and standard spec 509.3.3 to include the following:

At the engineer's option, hydro-demolition equipment meeting the following requirements may be used. The equipment shall consist of filtering and pumping units operating with a remote controlled robotic device. The equipment shall be capable of removing concrete to the specified depth and of removing rust and concrete particles from exposed reinforcing bars. Operation of the hydro-demolition equipment shall be performed and supervised by qualified personnel certified by the equipment manufacturer. Present evidence of certification to the engineer. When partial-depth removal is required, calibrate and set the equipment to remove sound concrete to the required depth. If sound concrete is being removed below the required depth, the engineer will require the equipment to be recalibrated and reset.

Control the runoff water generated by the various construction activities in such a manner as to minimize, to the maximum extent practicable, the discharge of construction debris into adjacent waters, and properly disposes of the solids generated according to standard specifications. Do not allow runoff water to constitute a hazard on adjacent or underlying roadways, waterways, drainage areas, or railroads, nor be allowed to erode existing slopes.

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19. Removing Concrete Surface Partial Depth, Item 204.0109.S.

A Description

This special provision describes removing a portion of the concrete surfaces as shown on the plans according to standard spec 204, and as hereinafter provided.

B (Vacant)

C Construction

C.1 Equipment

Use a machine that provides a surface finish acceptable to the engineer. Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes.

Use a machine that is equipped with electronic devices that provide accurate depth, grade and slope control, and acceptable dust control system.

C.2 Methods

Remove existing concrete to the depths as shown on the plan by grinding, planing, chipping, sawing, milling, or by using other methods approved by the engineer.

Perform the removal operation in such a manner as to preclude damage to the remaining pavement and results in a reasonable uniform plane surface free of excessive large scarification marks and having a uniform transverse slope.

The sequence of removal operations shall be such that no exposed longitudinal joints 2 inches or more in depth remain during non-working hours. Windrowing or storing of the removed material on the roadway will only be permitted in conjunction with a continuous removal and pick-up operation. During non-working hours, clear the roadway of all materials and equipment.

The removed pavement shall become the property of the contractor. Properly dispose of it according to standard spec 204.3.1.3.

D Measurement

The department will measure Removing Concrete Surface Partial Depth in area by the square foot of surface area removed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT204.0109.SRemoving Concrete Surface Partial DepthSF

Payment is in full compensation for removing the concrete; and for disposing of materials. 204-041 (20080902)

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20. Removing Concrete Barrier Temporary, Item 204.9090.S.001.

A Description

This special provision describes removing concrete barrier temporary, anchored and left in place, as shown in the plans.

B (Vacant)

C Construction

Remove concrete barrier temporary shown in the plans in accordance to standard spec 204 3

D Measurement

The department will measure Removing Concrete Barrier Temporary by the linear foot, acceptably completed.

E Payment

Supplement standard spec 204.5 to include the following:

| ITEM NUMBER | DESCRIPTION | UNIT |
|----------------|-------------------------------------|------|
| 204.9090.S.001 | Removing Concrete Barrier Temporary | LF |

Payment for removing Concrete Barrier Temporary is full compensation for removing the barrier; for removing of glare screen and/or reflectors previously attached to the barrier; for removing of any anchor bolts and asphalt pins; and for hauling and disposing of all materials.

204-025 (20041005)

21. 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.

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

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

A.2 Contractor Testing for Small Quantities

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

2. Divide the aggregate into uniformly sized sublots for testing as follows:

| Plan Quantity | Minimum Required Testing |
|------------------------------------|--|
| $\leq 1500 \text{ tons}$ | 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 |
| | production, load-out, or placement at the contractor's option ^[1] |
| $>$ 6000 tons and \leq 9000 tons | Three placement tests ^{[2][3]} |

- 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.

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

B Materials

B.1 Quality Control Plan

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

B.2 Personnel

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

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

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

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(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

- 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.
- 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.

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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:

- (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:

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- 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.

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- (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.

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- (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.

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(3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C (Vacant)

D (Vacant)

E Payment

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.
- (2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2. 301-010 (20100709)

22. Base Patching Concrete SHES.

Supplement standard spec 390.2 with the following:

Determine all materials and proportions of the concrete mixture to obtain a minimum compressive strength in the concrete of 2,500 pounds per square inch prior to opening lane to traffic.

Supplement standard spec 390.3 with the following:

For concrete base patches within the limits of HMA overlay, provide a tined surfaced conforming to the requirements in standard spec 415.3.8.3. For concrete base patches that will not have a concrete overlay, provide a finished surface conforming to the requirements in standard spec 415.3.8.2.

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23. 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.
- Profile the final riding surface of all mainline pavements. Include auxiliary lanes in Category I and II segments; crossroads with county, state or U.S. highway designations greater than 1500 feet in continuous length; bridges, bridge approaches; and railroad crossings. Exclude roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections.
- (3) The engineer may direct straightedging under standard spec 415.3.10 for pavement excluded from localized roughness under C.5.2 (1); for bridges; and for roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections. Other surfaces being tested under this provision are exempt from straightedging requirements.

B (Vacant)

C Construction

C.1 Quality Control Plan

- Submit a written quality control plan to the engineer at or before the pre-pave meeting. 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. Also indicate the approximate timing of acceptance testing in relation to the paving operations.
 - 4. The segment locations of each profile run used for acceptance testing.
 - 5. Traffic Control Plan

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 analyze the results using the methods taught in the HTCP profiling course. Ensure that an HTCP-certified profiler operator supervises data entry into the material records system (MRS).

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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.
- (3) Perform daily calibration verification of the profiler using test methods according to the manufacturer's recommendations. Notify the engineer before 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 given in the approved profilers list on the department's QMP ride web site.

http://roadwaystandards.dot.wi.gov/standards/gmp/profilers.pdf

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 sublot 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.

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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 partial depth 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. | |
| PCC III | Concrete pavement segments containing any portion of a bridge, bridge approach, railroad crossing, intersection or gap. 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 HTCP certified profiler operator 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.

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(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. Also, the contractor shall prepare the ProVAL Ride Quality Module Reports, showing the IRI for each segment and the areas of localized roughness exceeding an IRI of 200 in/mile. Use ride quality module report as follows:

| | Fixed Interval | Continuous (Localized Roughness) |
|-------------|----------------|----------------------------------|
| Base-length | 500' | 25' |
| Threshold | 140"/Mile | 200"/Mile |

The ProVAL software is available for download at:

http://www.roadprofile.com.

- (2) As part of the profiler software outputs and ProVAL reports, document the areas of localized roughness. Field-locate the areas of localized roughness prior to the engineer's assessment for corrective actions. Document the reasons for areas excluded and submit to the engineer.
- (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 .ppf files for each profiler acceptance run data and Ride Quality Module Reports, in .pdf format using the department's Materials Reporting System (MRS) software available on the department's web site:

http://www.atwoodsystems.com/mrs

Notify the engineer when the Profiler Acceptance Run data and the Ride Quality Report have been submitted to the MRS system.

C.5 Corrective Actions

C.5.1 General

(1) Analyze the data from the PROVAL reports and make corrective action recommendations to the department. The department will independently assess whether a repair will help or hurt the long-term pavement performance before deciding on corrective action. Correct the ride as the engineer directs in writing.

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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.
- The engineer will review each individual wheel track for areas of localized roughness. The engineer will assess areas of localized roughness within 5 business days of receiving notification that the reports were uploaded. The engineer will analyze the report documenting areas that exceed an IRI of 200 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) |
|-----------------------------------|---|
| > 200 | (Length in Feet) x (IRI –200) |

- 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 ride quality module report to the reference documents section of the MRS 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:

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HMA I: Correct to an IRI of 60 in/mile using whichever of the

following methods as approved by the engineer:

Mill and replace the full lane width of the riding surface

excluding the paved shoulder.

Continuous diamond grinding or fine-tooth milling the

full lane width, if required, of the riding surface including adjustment of the paved shoulders.

HMA II: Correct to an IRI of 85 in/mile using whichever of the

following methods as approved by the engineer:

Mill and replace the full lane width of the riding surface

excluding the paved shoulder.

Continuous diamond grinding or fine-tooth milling of the full lane width, if required, of the riding surface

including adjustment of the paved shoulders

PCC II: Correct to an IRI of 85 in/mile using whichever of the

following methods as approved by the engineer:

Continuous diamond grinding of the full lane width, if required, of the riding surface including adjustment of the paved shoulders. Conform to sections C.1 through C.4 of Concrete Pavement Continuous Diamond

Grinding Special provision contained elsewhere in the

contract

Remove and replace the full lane width of the riding

surface.

(2) Re-profile corrected segments to verify that the final IRI meets the above correction limits and there are no areas of localized roughness. Enter a revised ProVAL ride quality module report for the corrected areas to the reference documents section of the MRS. 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

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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. The department will pay separately for engineer-directed corrective action performed within the 25-foot exclusionary zones under C.5.2 as extra work.

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. If corrective action is required, 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 1.04" as follows:

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

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

| HMA IV and PCC IV | | |
|---|--------------------------------|--|
| Initial IRI Pay Adjustment ^{[1] [2]} | | |
| (inches/mile) | (dollars per standard segment) | |
| < 35 | 250 | |
| ≥ 35 to < 45 | 1125-(25xIRI) | |
| ≥ 45 | 0 | |

- 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.
- If the engineer directs placing concrete pavement for department convenience, the department will not adjust pay for ride on pavement the department orders the contractor to place when the air temperature falls below 35 F
- (7) The department will prorate the pay adjustment for partial segments based on their length.

440-010 (20130615)

24. Reheating HMA Pavement Longitudinal Joints, Item 460.4110.S.

A Description

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

B (Vacant)

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C Construction

C.1 Equipment

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

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

C.2 Reheating Joints

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

- 1. Ambient air temperature at or above 60 degrees F (15 degrees C), reheat to 290 to 340 degrees F (143-171 degrees C).
- 2. Ambient air temperature below 60 degrees F (15 degrees C), reheat to 240 to 290 degrees F (115-143 degrees C).

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

D Measurement

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

E Payment

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

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

Payment is full compensation for furnishing all the work required under this bid item. 460-015 (20120615)

25. QMP HMA Pavement Nuclear Density.

A Description

Replace standard spec 460.3.3.2 (1) and 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.

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- (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

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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

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from the project if the 5-test average is not within $1.5~{\rm lb/ft^3}$ of its reference value established in B.3.2.2(2).

(4) Maintain the reference site test data for each gauge at an agreed location.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.
- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.
- (5) Randomly select test locations for each sublot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.
- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

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

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

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

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(4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per sublot and perform the number of random tests as specified in Table 2.

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

Table 2

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

Determine the pavement density as specified in B.4.2.1.

B.4.2.2.2 Width of 5 Feet or Less

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

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

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

B.4.2.4 Documentation

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

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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.
- The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted sublot. Testing in a previously accepted sublot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full sublot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be according to standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the sublot and lot densities.
- (6) If 2 consecutive sublot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one sublot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected sublot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification sublot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.

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- (4) If the verification sublot average is more than one percent below the specified target density, compare the QC and QV sublot averages. If the QV sublot average is within 1.0 lb/ft³ of the QC sublot average, use the QC tests for acceptance.
- (5) If the first QV/QC sublot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that sublot. Combine the additional tests with the original set of tests to compute a new sublot average for each tester. If the new QV and QC sublot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC sublot averages differ by more than 1.0 lb/ft³ 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)

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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)

26. Structure Repainting General.

A General

A.1 Inspection

On all structures in this contract, notify the engineer of any missing or broken bolts or nuts, any missing or broken rivets, or of any cracks or flaws in the steel members while cleaning or painting.

A.2 Date Painted

At the completion of all painting work, stencil in black paint or contrasting color paint the date of painting the bridge. The numbers shall be three inches (75 mm) in height and shall show the month and year in which the painting was completed: e.g., 11-95 (November

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1995). On each bridge painted, stencil the date at two locations. On truss bridges, stencil the date on the cover plates of end posts near and above the top of the railings at the oncoming traffic end. On steel girder bridges, stencil the date on the **inside** of the outside stringers at the abutments. The date on grade separation bridges shall be readable when going under the structure or at some equally visible surface near the ends of the bridge, as designated by the engineer.

A.3 Graffiti Removal

Remove any graffiti on concrete abutments, piers, pier caps, parapet railings, slope paving or any other location at the direction of the engineer. Use a brush sandblast to remove graffiti.

The above work will not be measured and paid for separately, but will be considered incidental to other items in the contract.

B (Vacant)

C Construction

C.1 Repainting Methods

Do not perform blasting, cleaning and painting on days of high winds. Prevailing winds in excess of 15 mph (25 km/hr) shall be considered high winds.

Prior to final acceptance, completely clean and free from spent abrasive and other waste materials resulting from the contractor's operation the bridge deck surfaces, gutter lines, drains, curbs, bridge seats, pier caps, slope paving, roadway below, and all structural members and assemblies.

Place the final field coat of paint on the exterior of the exterior beams as a continuous painting operation. Stop at splices, vertical stiffeners or other appropriate locations so that lap marks are not evident or noticeable.

C.2 Inspection

Supplement standard spec 105.9 as follows:

Furnish, erect and move scaffolding and other appropriate equipment to permit the inspector the opportunity to closely observe all affected surfaces. The scaffolding, with appropriate safety devices, shall meet the approval of the engineer. 517-005 (20030820)

27. Labeling and Disposal of Waste Material.

The EPA ID number for Structure B-40-09 is WIR000146449.

Presently, the state has an exclusive mandatory use contract with a private waste management contractor to transport and dispose of hazardous waste.

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The state's waste management contractor shall furnish and deliver appropriate hazardous waste containers and site-specific labels to each bridge site. The provided containers shall be placed at pre-selected drop-off and pick-up points at each bridge site, and these locations shall be determined at the preconstruction conference. The custody of the containers and labels shall be the responsibility of the painting contractor while they are at the job site.

Report all reportable spills and discharges in accordance to the contingency plan.

Labels are site-specific. Check the labels to ensure that the project ID, structure number, and EPA ID match the structure generating the waste. Apply a label to each drum when it is opened for the first time. Fill in the date on the label the first day material is accumulated in the drum. The following page is an example of a properly filled-in label.

During paint removal operations, continuously monitor and notify the project inspector of the status of waste generation and quantity stored so that timely disposal can be arranged. 517-055 (20100709)

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HAZARDOUS WASTE

WW-5257580999-001-01-0

STORAGE LABEL

DOT SHIPPING DESCRIPTION

RQ, HAZARDOUS WASTE, SOLID, n.o.s., (LEAD), 9, NA3077, III, (D008)

Enter the date that waste materials were first placed into the container

EPA CODE: E/D008 STATE: S

WIP#: 391498

WIP DESC: BRIDGE SAND WITH LEAD

DATE ACCUMULATED: 07/01/2005

HAZARDOUS WASTE – FEDERAL LAW PROHIBITS IMPROPER DISPOSAL IF FOUND, CONTACT THE NEAREST POLICE OR PUBLIC SAFETY AUTHORITY OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY.

WISC DOT BRIDGE # B-29-53/54

I-94 OVER CTH H

PROJECT # 5882-03-70

CAMP DOUGLAS, WI 54618

(608) 963-0871

GENERATOR EPA ID WIR000121103

Project ID Number on label must match the Project Number assigned by the WIDOT Bridge Number and Address on label must match specific bridge from which waste was generated. EPA ID Number on label is specific to the bridge from which the waste is generated.

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28. Structure Repainting Recycled Abrasive Structure B-40-09, Item 517.1800.S.401.

A Description

This special provision describes surface preparation and painting of the metal surfaces in accordance to the manufacturer's recommendations and as hereinafter provided.

A.1 Areas to be Cleaned and Painted

All structural metal surfaces of:

1. Structure B-40-09 14,300 SF.

Areas are approximate and given for informational purposes only.

B Materials

B.1 Coating System

Furnish a complete coating system from the department's approved list. The color for the finish coating material shall match the color number shown below in accordance to Federal Standard Number 595B, as printed in 1989. Supply the engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the recommended spray nozzles and pressures, and the minimum drying time between coats.

Finish Color: Federal Color Number 26132 Dark Gray.

The color of the primer must be such that a definite contrast between it and the color of the blasted steel is readily apparent. There shall be a color contrast between all subsequent coats for the paint system selected. Submit color samples of the primer to the engineer for approval.

C Construction

C.1 Surface Preparation

Prior to blast cleaning, solvent clean all surfaces to be coated in accordance to SSPC-SP1. A No. 10 Near White Blast Cleaning according to Steel Structures Painting Council Specification Ten will be required on all metal surfaces to be painted. Prime the same day all metal surfaces receiving a No. 10 blast or re-blast before application.

The steel grit and any associated equipment brought to the site and used for blast cleaning shall be clean. Remove immediately dirty grit or equipment brought to the site at no expense to the department. Furnish an abrasive that has a gradation such that it will produce a uniform surface profile between 1 to 3 mils on the steel surface, as measured with extra profile course Testex Replica Tape. Use a minimum air pressure for abrasive blasting, measured at the nozzle, of 90 psi.

The abrasive blasting and recovery system shall be a completely integrated self-contained system for abrasive blasting and recovery. It shall be an open blast and recovery system that will allow no emissions from the recovery operation. The recovery equipment shall be

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such that the amount of contaminants in the clean recycled steel grit shall be less than 1 percent by weight.

Remove by grinding all fins, tears, slivers, and burred or sharp edges that are present on any steel member, or that appear during the blasting operation, and re-blast the area to give a 1 to 3 mils surface profile.

Remove all spent material and paint residue from steel surfaces with a good commercial grade vacuum cleaner equipped with a brush-type cleaning tool, and hand wipe the steel surfaces with a clean soft cloth. The airline used for surface preparation shall have an inline water trap and the air shall be free of oil and water as it leaves the airline.

Take care to protect freshly coated surfaces from subsequent blast cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool, or if visible rust occurs, re-blast to a near white condition. Clean and re-prime the brushed or blast cleaned surfaces within the time recommended by the manufacturer.

C.2 Coating Application

Apply paint in accordance to the manufacturer's recommendations in a neat workmanlike manner. Paint application shall normally be by airless spray.

The engineer may allow the use of conventional spray equipment after satisfactory demonstration by the contractor of the proper technique and handling of that equipment.

Mix the paint or coatings in accordance to the manufacturer's directions to a smooth lump-free consistency. After mixing and during application, continuously stir the paint or coating under constant slow speed agitation by use of a jiffy mixer.

Prior to applying the prime coat, stripe with primer all edges, rivet and bolt heads, nuts and washers by either brush or spray application.

Remove all dry spray by vacuuming, wiping, or sanding if necessary.

If the application of the coating at the required thickness in one coat produces runs, bubbles, or sags; apply a "mist-coating" in multiple passes of the spray gun; separate the passes by several minutes. Where excessive coating thickness produces "mud-cracking", remove such coating back to soundly bonded coating and re-coat the area to the required thickness

The resultant paint film shall be smooth and uniform, without skips or areas of excessive paint.

The coating is supplied for normal use without thinning. If in cool weather it is necessary to thin the coating for proper application, thin in accordance to the manufacturer's recommendations

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During surface preparation and coating application the ambient and steel temperature shall be between 39 degrees F and 100 degrees F. The steel temperature shall be at least 5 degrees F above the dew point temperature. (This requires the steel to be dry and free of any condensation or ice regardless of the actual temperature of the steel.) The relative humidity shall not exceed 85%.

Paint thickness shall be as follows:

Dry Film Thickness

Prime Coat 3 mils min.
Intermediate Coat 3 mils
Top Coat 3 mils

Time to recoat shall be according to the manufacturer's recommendations.

The dry film thickness will be determined by use of a magnetic film thickness gage. The gage shall be calibrated for dry film thickness measurement in accordance to SSPC-PA 2. Dry film thickness in each area measured will be based on an average of three gage readings, after calibration of the gage to account for surface profile of the bare steel as a result of surface preparation.

D Measurement

The department will measure Structure Repainting Recycled Abrasive (Structure) as a single complete unit of work, completed in accordance to the contract 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 517.1800.S.401 Structure Repainting Recycled Abrasive B-40-09 LS

Payment is full compensation for preparing and cleaning the designated surfaces; furnishing and applying the paint; and for providing the listed equipment. 517-050 (20050502)

29. Negative Pressure Containment and Collection of Waste Materials, B-40-09, Item 517.4500.S.401.

A Description

This special provision describes providing a dust collector to maintain a negative air pressure in the enclosure; furnishing and erecting enclosures as required to contain, collect and store waste material resulting from the preparation of steel surfaces for painting, and repainting, including collection of such waste material, and the labeling and storage of waste material in approved hazardous waste containers, all as hereinafter provided.

B (Vacant)

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C Construction

Erect an enclosure to completely enclose (surround) the blasting operations. The ground, slope paving, or roadway cannot be used as the bottom of the enclosure. So that there are no visible emissions to the air or ground or water, design, erect, operate, maintain and disassemble the enclosures in such a manner to effectively contain and collect dust and waste materials resulting from surface preparation and paint over spray. Where bulkheads are required, construct them of plywood and properly seal them. Suspend all enclosures over water from the structure or as approved by the engineer.

Construct the enclosure of flexible materials such as tarpaulins or of rigid materials such as covered plywood, or of a combination of flexible and rigid materials. Systems manufactured and provided by Eagle Industries, Detroit Tarps, or equal, are preferred. The tarpaulins shall be lined, either as part of the tarp system or have a separate plastic lining. Maintain all materials free of tears, cuts or holes. The vertical sides of the enclosure shall extend from the bottom of the deck down to the level of the work platform or barge where used for structures over water, and shall be fastened securely to those levels to prevent the wind from lifting them. Bulkheads are required between beams to enclose the blasting area as approved by the engineer. Where bulkheads are required, construct them of plywood and properly seal them. To prevent spent materials and paint over spray from escaping the enclosed area, overlap and fasten together all seams. Place groundcovers under all equipment prior to operations or as approved by the engineer.

To allow proper cleaning, inspection of structures or equipment, and painting, provide safe adequate artificial lighting in areas where natural light is inadequate.

Provide a dust collector so that there are no visible emissions outside of the enclosure and so that a negative air pressure inside the enclosure is maintained. The dust collector shall be sized to maintain the minimum air flow based on the cross-sectional area of the enclosure.

A combination of positive air input and negative air pressure may be needed to maintain the minimum airflow within the enclosure.

Filter all air exhausted from the enclosure to create a negative pressure within the enclosure so as to remove all hazardous and other particulate matter.

As a safety factor for structures over water, provide for scum control. Effectively contain the scum that forms on the water and does not sink in place from moving upstream or downstream by the use of floating boom devices.

If in the use of floating boom devices the scum tends to collect at the devices, contain, collect, store the scum, and do not allow it to travel upstream or downstream beyond the devices. Remove the scum at least once a day or more often if needed.

Collect and store at the bridge site for disposal all waste material or scum collected by this operation, or any that may have fallen onto the ground tarps. Collect and store all waste material and scum at the end of each workday or more often if needed. Storage shall be in

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provided hazardous waste containers. Label each container as it is filled, using the labels provided by the Hazardous Waste Disposal contractor. Check the label and ensure that the project ID, bridge number and EPA ID match the structure. Fill in the generation date when the first material is placed in the container. Secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain, or exposed to standing water.

In a separate operation, recover the recyclable abrasive for future application, and collect the paint and/or corrosion particles for disposal. Sand is not an acceptable abrasive.

D Measurement

The department will measure Negative Pressure Containment and Collection of Waste Materials (Structure) as a single complete unit of work for each structure designated in the contract, completed in accordance to the contract 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 517.4500.S. Negative Pressure Containment and Collection of Waste LS Materials, Structure B-40-09

Payment is full compensation for designing, erecting, operating, maintaining, and disassembling the containment devices; providing negative pressure exhaust ventilation; collecting, labeling, and for storing spent materials in provided hazardous waste containers. 517-065 (20101008)

30. Portable Decontamination Facility, Item 517.6001.S.

A Description

This special provision describes furnishing and maintaining weekly, or more often if needed, a single unit portable decontamination facility as hereinafter provided.

B Materials

Supply adequate heating equipment with the necessary fuel to maintain a minimum temperature of 68° F in the facility.

The portable decontamination facility shall consist of a separate "Dirty Room", "Shower Room" and "Clean Room". The facility shall be constructed so as to permit use by either sex. The facility shall have adequate ventilation.

The "Dirty Room" shall have appropriately marked containers for disposable garments, clothing that requires laundering, worker shoes, and any other related equipment. Each container shall be lined with poly bags for transporting clothing, or for disposal. Benches shall be provided for personnel.

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The "Shower Room" shall include self-contained individual showering stalls that are stable and well secured to the facility. Provide showers with a continuous supply of potable hot and cold water. The wastewater must be retained for filtration, treatment, and/or for proper disposal.

The "Clean Room" shall be equipped with secure storage facilities for street clothes and separate storage facilities for protective clothing. The lockers shall be sized to store clothing, valuables and other personal belongings for each worker. Benches shall be provided for personnel.

Supply a separate hand wash facility, either attached to the decontamination facility or outside the containment.

C Construction

Properly contain, store, and dispose of the wastewater.

D Measurement

The department will measure Portable Decontamination Facility 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 517.6001.S Portable Decontamination Facility Each

Payment is full compensation for furnishing and maintaining a portable decontamination facility.

517-060 (20050502)

31. Adjusting Manhole Covers.

This work shall be according to the pertinent provisions of standard spec 611, as shown on the plans, and as hereinafter provided.

Revise standard spec 611.3.7 by deleting the last paragraph.

Set the manhole frames so that they comply with the surface requirements of standard spec 450.3.2.9. At the completion of the paving, a 6-foot straightedge shall be placed over the centerline of each manhole frame parallel to the direction of traffic. A measurement shall be made at each side of the frame. The two measurements shall be averaged. If this average is greater than 5/8 inches, reset the manhole frame to the correct plane and elevation. If this average is 5/8 inches or less but greater than 3/8 inches, the manhole frame shall be allowed to remain in place but shall be paid for at 50 percent of the contract unit price.

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If the manhole frame is higher than the adjacent pavement, the two measurements shall be made at each end of the straightedge. These two measurements shall be averaged. The same criteria for acceptance and payment as above, shall apply. 611-005 (20030820)

32. Fence Safety, Item 616.0700.S.

A Description

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

B Materials

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

Furnish fence fabric meeting the following requirements.

Color: International orange (UV stabilized)

Roll Height: 4 feet

Mesh Opening: 1 inch min to 3 inch max

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

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

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

C Construction

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 616.0700.S. Fence Safety LF

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

33. Signs Type I and II.

Furnish and install mounting brackets per approved product list for type II signs on overhead sign supports incidental to sign. For type II signs on sign bridges use aluminum vertical support beams noted above incidental to sign.

Modify standard spec 637.2.4 with the following:

Use stainless steel bolts, washers and nuts for type I and type II signs mounted on sign bridges or type I signs mounted on overhead sign supports. Use clips on every joint for Sign Plate A 4-6 when mounted on a sign bridge or overhead sign support. Inspect installation of clips and assure bolts and nuts are tightened to manufacturers recommended torque values.

Use aluminum vertical sign support beams that have a 5-inch wide flange and weigh 3.7 pounds per foot, if the L-brackets are 4 inches wide then use 4 inch wide flange beams weighing 3.06 pounds per foot. Contractor shall measure the width of the L-brackets on existing structures of determine the width needed for sign support beams

Use beams a minimum of six feet in length or equal to the height of the sign to be supported, whichever is greater. Use U-bolts that are made of stainless steel, one-half inch diameter and of the proper size to fit the truss cords of each sign bridge. Install vertical sign support beams on each sign and use new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss.

For type II signs on overhead sign supports follow the approved product list for mounting brackets.

Replace standard spec 637.2.4.1(2)2 with the following:

Clips may be either stainless steel or ASTM B 108, aluminum alloy, 356.0-T6.

Append standard spec 637.3.2.1(3) with the following:

Provide the engineer with 3 copies of drawings of the signs proposed to be furnished under this contract for approval.

Append standard spec 637.3.3.2(2) with the following:

Install Type I Signs at the offset stated in the plan, which shall be the clear distance between the edge of mainline pavement right edgeline and the near edge of the sign.

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Append standard spec 637.3.3.3(3) with the following:

Furnish and install new aluminum vertical sign support beams on each sign and new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss for Type I or Type II Signs and Type I signs on overhead sign supports incidental to sign.

34. Nighttime Work Lighting-Stationary.

A Description

Provide portable lighting as necessary to complete nighttime work. Nighttime operations consist of work specifically scheduled to occur after sunset and before sunrise.

B (Vacant)

C Construction

C.1 General

This provision shall apply when providing, maintaining, moving, and removing portable light towers and equipment-mounted lighting fixtures for nighttime stationary work operations, for the duration of nighttime work on the contract.

At least 14 days prior to the nighttime work, furnish a lighting plan to the engineer for review and acceptance. Address the following in the plan:

- 1. Layout, including location of portable lighting lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
- 2. Specifications, brochures, and technical data of all lighting equipment to be used.
- 3. The details on how the luminaires will be attached.
- 4. Electrical power source information.
- 5. Details on the louvers, shields, or methods to be employed to reduce glare.
- 6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
- 7. Detail information on any other auxiliary equipment.

C.2 Portable Lighting

Provide portable lighting that is sturdy and free standing and does not require any guy wires, braces, or any other attachments. Furnish portable lighting capable of being moved as necessary to keep up with the construction project. Position the portable lighting and trailers to minimize the risk of being impacted by traffic on the roadway or by construction traffic or equipment. Provide lightning protection for the portable lighting. Portable lighting shall withstand up to 60 mph wind velocity.

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If portable generators are used as a power source, furnish adequate power to operate all required lighting equipment without any interruption during the nighttime work. Provide wiring that is weatherproof and installed according to local, state, federal (NECA and OSHA) requirements. Equip all power sources with a ground-fault circuit interrupter to prevent electrical shock.

C.3 Light Level and Uniformity

Position (spacing and mounting height) the luminaires to provide illumination with an average to minimum uniformity ratio of 5:1 or less throughout the work area.

Illuminate the area as necessary to incorporate construction vehicles, equipment, and personnel activities.

C.4 Glare Control

Design, install, and operate all lighting supplied under these specifications to minimize or avoid glare that interferes with all traffic on the roadway or that causes annoyance or discomfort for properties adjoining the roadway. Locate, aim, and adjust the luminaires to provide the adequate level of illumination and the specified uniformity in the work area without the creation of objectionable glare.

Provide louvers, shields, or visors, as needed, to reduce any objectionable levels of glare. As a minimum, ensure the following requirements are met to avoid objectionable glare on the roadways open to traffic in either direction or for adjoining properties:

- 1. Aim tower-mounted luminaires, either parallel or perpendicular to the roadway, so as to minimize light aimed toward approaching traffic.
- 2. Aim all luminaires such that the center of beam axis is no greater than 60 degrees above vertical (straight down).

If lighting does not meet above-mentioned criteria, adjust the lighting within 24 hours.

C.5 Continuous Operation

Provide and have available sufficient fuel, spare lamps, generators, and qualified personnel to ensure that the lights will operate continuously during nighttime operation. In the event of any failure of the lighting system, discontinue the operation until the adequate level of illumination is restored. Move and remove lighting as necessary.

D (Vacant)

E Payment

Costs for furnishing a lighting plan, and for providing, maintaining, moving, and removing portable lighting, tower mounted lighting, and equipment-mounted lighting required under this special provision are incidental to the contract. 643-010 (20100709)

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35. 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 | |
|---------------------------------------|--|
| Microwave Detector Assembly | |
| 50-Foot Camera Pole w/Lowering System | |
| Dome Camera | |
| Wireless Ethernet Bridge | |
| Video Encoder | |
| Pole Mounted Cabinet | |
| Ethernet Switch | |
| Spread Spectrum Radio | |
| Spread Spectrum Radio Antenna | |

Pick-up small department-furnished equipment, such as communications devices, cameras, and controllers, from Traffic and Parking Control Company (TAPCO), 5100 West Brown Deer Road, Brown Deer, WI 53223 at a mutually agreed upon time during normal office hours. Contact Randy Asman of the WisDOT NE Region at (920) 492-7719 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. 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.

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

- Mounting assemblies for the vehicle speed and classification sensors, including their attachment to the structure.
- 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)

36. 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:

- 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.
- 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.

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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

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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

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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.

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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)

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37. 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 project 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 $120 \text{ mils} \pm 10 \text{ mils}$ 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

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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.

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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 | LF |
| | Tape 4-Inch | |
| 646.0843.S | Pavement Marking Grooved Wet Reflective Contrast | LF |
| | Tape 8-Inch | |

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)

38. Freeway Lighting Systems.

General

Append standard spec 651, 652, 653, 654, 655, 656, 657 and 659 as follows.

Wet Location Splices

Modify standard spec 655.3.1 as follows:

Wet location splices are not anticipated on this project and not shown in the plans. In the event that the engineer allows wet location splices, make pull box splices with engineer approved epoxy kit.

Branch Circuit Tagouts

Any circuit that the contractor does not personally tag out at the disconnect shall be considered live, and will be subject to being activated by another person with no notice to the contractor. Make tagouts with manufactured tags, and endorse them with the date and the name of the contractor. Clear tagouts at the end of the workday.

Shop Locations

Materials indicated to be returned to the department shall be hauled to one of the following two locations:

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- Milwaukee County Grounds, 10191 West Watertown Plank Road, Wauwatosa, as directed by Mr. Pat Stoetzel, (414) 750-5306.
- State Electrical Shop at 935 South 60th street, West Allis, as directed by Mr. Mike Prebish, (414) 266-1170.

Arrange pickups and deliveries three days in advance and during regular business hours (Monday – Thursday 7:00 AM to 3:45 PM).

Corrosion Protection

Corrosion protection measures described in standard spec 657.3.1 and standard spec 657.3.5 are invoked for breakaway transformer bases and aluminum light poles.

Wire Networks

Where two or more wire networks pass through a pull point, tag each circuit network (i.e. A/B/N and C/D/N) with approved all-weather tags.

At each pull point or access point, indicate the line side bundle with a lap of blue tape.

Lighting Pull Box Covers

This provision modifies the standard detail drawing for pull boxes and thereby both the standard items and SPV pay item for pull boxes. Lighting pull box covers shall read "LIGHTING".

39. 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 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

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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 NUMBERDESCRIPTIONUNIT652.0700.SInstall Conduit Into Existing ItemEach

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)

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

A Description

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT657.6005.SAnchor Assemblies Light Poles on StructuresEach

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

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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.

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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.

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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 NUMBERDESCRIPTIONUNIT677.0300.SInstall Video EncoderEach

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. Sawing Concrete.

Supplement standard spec 690.3.3 Sawing Concrete as follows:

Contain sawing sludge on site until it can be properly disposed off. Do not allow sawing sludge to enter waterways or wetlands.

45. Portable Changeable Message Sign (PCMS) Cellular Communications, Item SPV.0045.001.

A Description

This special provision describes cellular communications requirements for use with PCMS. Cellular communication allows the department to control PCMS during incidents or other emergencies through Trans Suite software. The department will notify contractor of message changes.

B Materials

Provide a cellular modem and antenna that enables the department to communicate and control PCMS conforming to standard spec 643.2.7.

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B.1 Cellular Modem and Antenna

Furnish an EV-DO Cellular modem registered to a 3G Cellular carrier. The cellular modem must include 1 or more external antennas, 1 or more 10/100 Ethernet ports, and 1 or more db9 Serial RS-232 interfaces. The device must be able to handle -30° C to +75° C and powered by a 12VDC power supply. The cellular modem must have a built-in secure router with NAT, port forwarding and IP pass-through capabilities.

Provide management IP and passwords for the cellular modem to the department.

Access includes IP address, serial port setting, and password(s). Antenna cable shall be continuous without splices. Mount the antenna at the highest practical location on the PCMS.

C Construction

Conform to standard spec 643.3.7. Install cellular modem in a lockable, weatherproof compartment in the PCMS trailer.

A minimum of 14 days prior to deployment, demonstrate to the department that the cellular modem is capable of communications with Trans Suite software.

If remote communications are interrupted or temporarily unavailable, contractor will be notified by the department to change the message.

D Measurement

The department will measure Portable Changeable Message Sign (PCMS) Cellular Communications by the day acceptably completed, measured as the number of calendar days each cellular modem for PCMS is available for exclusive use under the contract. The department will deduct one day for each calendar day the sign communications are required but out of service for more than 2 hours.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT
SPV.0045.001 Portable Changeable Message Sign (PCMS) Cellular DAY

Communications

Payment is full compensation for providing, operating and maintaining a cellular modem and antenna, and for making message changes if cellular communications are interrupted or temporarily unavailable.

46. Sawing Concrete Barrier, Item SPV.0060.001.

A Description

Saw, full depth, existing concrete barrier in accordance to the pertinent requirements of standard spec 690, as shown on the plans, and as hereinafter provided.

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B (Vacant)

C Construction

This work includes transverse full depth sawing of the concrete barrier wall, and transverse full depth sawing of the concrete barrier footing extending a distance of 2-feet out perpendicular to the front barrier face.

D Measurement

The department will measure Sawing Concrete Barrier as each individual existing barrier saw cut, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.001Sawing Concrete BarrierEach

Payment is full compensation for transverse full-depth sawing of concrete barrier wall and for concrete barrier footing.

47. Storm Sewer Structure Rehabilitation, Item SPV.0060.002.

A Description

This special provision describes rehabilitating the existing storm sewer structure at inside median locations. The work consists of removing existing shoulder pavement by saw cutting, removing, handling, storing and reinstalling existing storm sewer structure frames, grates or lids, excavating and filling voids with granular backfill material and compacting, replacing shoulder pavement with high early strength concrete and drilled tie bars, HMA overlay, and details as shown on the plans.

B Materials

This work shall be in accordance to the pertinent provisions of standard spec 611.

C Construction

This work shall be in accordance to the pertinent provisions of standard spec 611, as shown on the plans, and as hereinafter provided.

Clean out all soil, debris, other accumulated matter, and materials deposited or lodged due to the contractor's operations from the structure prior to placing the frame and cover on the structure. Storm sewer rehabilitation work on structures adjacent to or in the existing asphaltic surface must be completed before the new asphaltic surface is laid.

D Measurement

The department will measure Storm Sewer Structure Rehabilitation as each individual storm sewer structure rehabilitation, acceptably completed.

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E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.002Storm Sewer Structure RehabilitationEach

Payment is full compensation for furnishing all required materials, saw cutting and removing shoulder pavement; backfilling and compacting with granular backfill; excavation, removing, handling, storing reinstalling frames, grates or lids; disposing of surplus material, and for cleaning out and restoring the work site; for placing pavement drilled ties in existing shoulder; for placing, finishing, protecting and curing high early strength concrete. Replace all covers that are unusable due to the contractor's operations, at no expense to the department. Removing and replacing existing concrete barrier is paid under separate bid item.

48. Cleaning Drainage Structures, Item SPV.0060.003.

A Description

This special provision describes cleaning drainage structures and the pipes attached to the structures where shown on the plans and as directed by the engineer.

B (Vacant)

C Construction

Remove drainage structure cover, completely remove all solids removed from the clogged sewers from the sewer system and haul them off the project for disposal. Silts resulting from any flushing or jetting operation must be prevented from escaping into sewers or waterways. Inspect the drainage structure for repair work and reinstall cover.

D Measurement

The department will measure Cleaning Drainage Structures 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.0060.003 Cleaning Drainage Structures Each

Payment is full compensation for furnishing all materials to clean out drainage including silt and solid retention for removing and devices; for removing and properly disposing materials; paying all associated fees for permits, and for licenses or disposal of materials. Storm sewer structure covers damaged by the contractors operations shall be replaced by the contractor, with no expense to the department.

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49. Removing and Salvaging Sand Barrels, Item SPV.0060.004.

A Description

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

B (Vacant)

C Construction

Existing guardrail and attenuator barrels remain property of the Wisconsin Department of Transportation maintenance department. If the department chooses not to keep the salvaged materials, the materials become the property of the contractor to properly dispose of.

Give one week advance notice to the field engineer who will contact the Wisconsin Department of Transportation maintenance department, Kevin Peiffer, (414) 257-6567. The contractor shall deliver and stockpile the salvaged materials as directed by the field engineer.

D Measurement

The department will measure Removing and Salvaging Sand Barrels as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.004 Removing and Salvaging Sand Barrels Each

Payment is for full compensation for removing sand barrels, removing sand, and delivering empty sand barrels and lids.

50. Mobilizations Emergency Pavement Repair, Item SPV.0060.005.

A Description

This item shall consist of furnishing and mobilizing personnel, equipment, traffic control, and materials to the project site to repair the existing pavement or Asphaltic Surface Temporary on an emergency basis as the engineer directs.

B (Vacant)

C Construction

Mobilize with sufficient personnel, equipment, traffic control, materials and incidentals on the jobsite within 4 hours of the engineer's written order to repair the existing pavement on an emergency basis.

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An emergency is a sudden occurrence of a serious and urgent nature, beyond normal maintenance of the existing pavement or the Asphaltic Surface Temporary. Under this definition, an emergency mobilization requires immediate action to move necessary personnel, equipment, and materials to the emergency site followed by immediate repairs of the existing pavement or the Asphaltic Surface Temporary.

D Measurement

The department will measure Mobilizations Emergency Pavement Repair as each individual mobilization acceptably completed. The department will not include delivering and installing pavement repair or maintenance materials provided for in specific contract bid items. All traffic control items used for each mobilization will be considered incidental to the mobilization

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.005Mobilizations Emergency Pavement RepairEach

Payment is full compensation for the staged moving of personnel, moving equipment, setting up and removing traffic control, traffic control materials, and moving materials. The department will pay separately for delivery and installation of pavement repair materials under the other bid items in this contract. The department will not pay separately for traffic control items even though they may be included in other bid items in this contract and will consider them incidental to each mobilization.

51. Pavement Marking Grooved Preformed Thermoplastic Arrows Type 1, Item SPV.0060.006; Arrows Type 2, Item SPV.0060.007; Arrows Type 3, Item SPV.0060.008; Arrows Type 4, Item SPV.0060.009; Yield Line 18-Inch, Item SPV.0060.010; Stop Line 18-Inch, Item SPV.0090.001; Crosswalk 6-Inch, Item SPV.0090.002.

A Description

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

B Materials

Furnish preformed thermoplastic pavement marking and sealant material, if required, from the department's approved products list.

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C Construction

C.1 General

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

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

C.2 Groove Depth

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

C.3 Groove Width – Linear Markings

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

C.4 Groove Position

Position the groove edge in accordance to the plan details.

C.4.1 Linear Marking

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

C.4.2 Special Marking

Groove a box around the special marking up to 4- inches from the perimeter of the special marking.

C.5 Groove Cleaning

C.5.1 Concrete

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

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

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C.5.2 New Asphalt

Groove pavement 5 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.

C.5.2 Asphalt

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

C.6 Preformed Thermoplastic Application

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

Application of the preformed thermoplastic in the groove without sealant will be as follows:

- May 1 to September 30, both dates inclusive the Southeast Region and the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.
- June 1 to August 31 the Southwest Region, and the Northeast, North Central, and Northwest Regions except for the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.

Application of the preformed thermoplastic in the groove with sealant materials will be as follows:

- October 1 to April 30, both dates inclusive the Southeast Region and the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.
- September 1 to May 31, both dates inclusive the Southwest Region and the Northeast, North Central, and Northwest Regions, except for the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.

The sealant must be wet

D Measurement

The department will measure Pavement Marking Grooved Preformed Thermoplastic (Type) by each individual unit, acceptably completed.

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

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

| ionowing old items. | | |
|---------------------|---|------|
| ITEM NUMBER | DESCRIPTION | UNIT |
| SPV.0060.006 | Pavement Marking Grooved Preformed Thermoplastic Arrows Type 1 | Each |
| SPV.0060.007 | Pavement Marking Grooved Preformed Thermoplastic Arrows Type 2 | Each |
| SPV.0060.008 | Pavement Marking Grooved Preformed Thermoplastic Arrows Type 3 | Each |
| SPV.0060.009 | Pavement Marking Grooved Preformed Thermoplastic Arrows Type 4 | Each |
| SPV.0060.010 | Pavement Marking Grooved Preformed Thermoplastic Yield Line 18-Inch | Each |
| SPV.0090.001 | Pavement Marking Grooved Preformed Thermoplastic Stop Line 18-Inch | LF |
| SPV.0090.002 | Pavement Marking Grooved Preformed Thermoplastic Crosswalk 6-Inch | LF |

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

52. Raised Pavement Markers, Item SPV.0060.011.

A Description

This special provision describes furnishing and installing Raised Pavement Markers according to the plan and as hereinafter provided.

B Materials

Furnish Raised Pavement Markers in the colors and configuration as shown on the plans.

C Construction

C.1 General

Install new markers at the spacing shown on the plans or the engineer directs.

Before beginning the work, locate automatic traffic recorder loops and other traffic control devices installed in the pavement. Do not damage these devices. Repair, to original installation specifications and operating condition, damage caused by contractor operations to these devices.

C.2 Surface Preparation

Prepare the surface and apply raised pavement markers as the casting and reflector manufacturers specify. If the engineer requests, provide manufacturer specifications.

Cut the pavement to match the bottom contour of the raised markers using a concrete saw fitted with the appropriate diameter blades as recommended by the raised marker manufacturer. Use diamond blades on all concrete pavements. Check the sawed

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configuration for proper fit using the raised markers after the cut has been made and cleaned. Dry fit the raised marker within the cut to check that it installs with ease and with all leveling tabs resting on the pavement. Enlarge the cut as necessary and re-test dry fit if any force is required to place or remove the raised markers, or if the leveling tabs do not rest on the pavement surface in the dry fit test.

Ensure that the saw cut area is dry and free of dust, dirt, slurry from wet saw cutting operations or any material which will adversely affect the bond of the adhesive, prior to pouring the epoxy. Ensure that all surfaces of the raised marker that will be in contact with the epoxy adhesive are free of scale, rust, dirt, oil, grease or other contaminant that may reduce the bond of the raised marker to the epoxy adhesive

C.3 Installation

Attach the reflectors to the raised marker prior to placement in the pavement. Ensure that the location on the raised marker where the reflector is to be attached is clean and dry. Place the reflector on the raised marker with a manufacturer's recommended adhesive. Apply sufficient pressure to firmly seat the reflector in place at a minimum of 100 PSI. Ensure that adhesive material is not on the reflective surface of the prismatic reflector.

Pour the epoxy into the cut within 3/8 inch of the pavement surface or as otherwise recommended by the manufacturer of the raised pavement marker. Place the raised markers in the epoxy filled cut. Install the raised markers so that the leveling tabs rest on the pavement surface and the upstream and downstream marker tips are slightly below the pavement surface. Ensure that the epoxy is flush with the pavement surface after placement of the raised marker. Ensure that there is no build up of epoxy in front of or on the retro-reflective lens, and that the epoxy does not cover the adjacent pavement markings.

Offset the edge of the marker 6 inches from longitudinal joints or cracks to match the lane line offset on freeways. Install the markers with the retroreflective lens perpendicular to a line parallel with the adjacent lane line. Center markers in lane-line gaps at the spacing the plans show or as the engineer directs. Do not install on cracked, checked, or spalled surfaces. Longitudinally relocate markers that fall on deteriorated pavement or at a joint as the engineer directs. For 3 or more lanes, place markers transversely adjacent to each other.

Do not install markers in intersections or on bridge decks. When interrupted by an intersection or bridge deck, maintain the same spacing after the intersection or across the bridge deck.

C.4 Finishing and Curing

Bond the markers to the pavement using a 2-part epoxy conforming to AASHTO M237, type IV. Use epoxy formulated to hard cure in 30-45 minutes at the field temperature. Mix the epoxy with an automatic mixer, to a uniform color before dispensing. Do not place epoxy when the pavement surface temperature or the ambient air temperature is less than 40 F.

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Place a traffic cone over each installed marker until the epoxy is cured. If after 1 1/2 hours, a screwdriver or other pointed instrument can be pushed into the epoxy, do the following:

- 1. Remove the marker and the epoxy.
- 2. Clean and dry the sawed slot.
- 3. Fill the sawed slot with an engineer-approved patch.
- 4. Cut a new slot cut within 2 feet of the failed location and install a new marker.

D Measurement

The department will measure Raised Pavement Markers as each individual marker, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.011Raised Pavement MarkersEach

Payment is full compensation for providing and installing the markers, for preparing the surface; for repairing contractor damage to traffic control devices,.

53. Removing Concrete Bases Type C, Item SPV.0060.201.

A Description

The work under this item consists of the complete removal of existing gravity-type light pole bases in the freeway median, generally consisting of about two cubic yards of reinforced concrete masonry.

B (Vacant)

C Construction

Dispose of materials off the site. In the case that removal results in a depression below adjacent grade, backfill with granular material as directed by the engineer.

D Measurement

The department will measure Removing Concrete Bases Type C by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.201Removing Concrete Bases Type CEach

Payment is full compensation for removing, hauling, and disposing of materials; and for any required granular backfill.

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54. Removing Lighting Units, Item SPV.0060.202.

A Description

Remove existing lighting units, specifically including the removal of sign structure luminaire extensions atop sign structure stems. A lighting unit is defined as the luminaire(s), luminaire arm(s), pole (30- through 50-foot), and breakaway feature. Splicing through the circuit for continued operation, where required, and hauling of salvaged materials back to the department (if required), will be a part of this item. Lamp Disposal will be measured and paid separately.

B (Vacant)

C Construction

Dispose of materials off the site, except as noted below.

For removal of sign structure luminaire extensions not shown to be replaced, re-lubricate the connecting bolts with anti-seize compound and run them back into the top of the sign structure stem as plugs.

D Measurement

The department will measure Removing Lighting Units by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.202Removing Lighting UnitsEach

Payment is full compensation for removing, hauling, and properly disposing of materials.

55. Removing Sign Lighting, Item SPV.0060.203.

A Description

The work under this item shall consist of removing luminaires, conduit and wiring associated with existing sign lighting.

B (Vacant)

C Construction

Dispose of all materials off the site, except mercury vapor lamps. Lamps shall be disposed of under the requirements of a separate pay item.

D Measurement

The department will measure Removing Sign Lighting by each individual unit, acceptably completed, where a unit is all the electrical work on one sign structure.

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.203Removing Sign LightingEach

Payment is full compensation for removing, hauling, and properly disposing of materials.

56. Removing Luminaires, Item SPV.0060.204.

A Description

The work under this item shall consist of removing existing luminaires from light poles intended to remain in service.

B (Vacant)

C Construction

Dispose of all materials off the site, except sodium vapor lamps. Lamps shall be disposed of under the requirements of a separate pay item.

D Measurement

The department will measure Removing Luminaires 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.0060.204 Removing Luminaries Each

Payment is full compensation for removing, hauling, and properly disposing of materials.

57. Removing Distribution Centers, Item SPV.0060.205.

A Description

This work shall consist of removing lighting cabinets and electric services. Separate payment will be made for removing the concrete base.

B (Vacant)

C Construction

Coordinate with the electric utility for the permanent removal of its service lateral. Engineer is to determine if cabinets are salvageable. If the cabinets can be salvaged, return them to the department at the West Allis location. Otherwise, dispose of the cabinet off site. Utility disconnection fees, if any, will be paid by the department.

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D Measurement

The department will measure Removing Distribution Centers by each individual unit removed and either returned to the department or discarded, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.205Removing Distribution CentersEach

Payment is full compensation for removing, hauling, and properly disposing of materials.

58. Removing Underdeck Lighting, Item SPV.0060.206.

A Description

The work under this item shall consist of removing luminaires, junction boxes, conduit and wiring associated with existing underdeck lighting.

B (Vacant)

C Construction

Dispose of all materials off the site, except sodium vapor lamps. Lamps shall be disposed of under the requirements of a separate pay item. Restore concrete surfaces with approved nonshrink grout or caulk, or as directed by the engineer.

D Measurement

The department will measure Removing Underdeck Lighting by each individual unit, acceptably completed, where a unit is all the electrical work on one bridge.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.206Removing Underdeck LightingEach

Payment is full compensation for removing, hauling, and properly disposing of materials.

59. Lamp Disposal High Intensity Discharge, Item SPV.0060.207.

A Description

This special provision describes packaging, palletizing, and returning HID (metal halide; mercury vapor and high-pressure sodium) lamps removed under this contract to the department at the South 60th Street, West Allis, location.

B (Vacant)

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C Construction

Lamps that the contractor turns in to the department will be considered the property of the department for proper future disposal. The contractor will have no further obligation for their disposal. The department will reject improperly packaged lamps.

Deliveries to the department shall be prearranged. Deliveries shall be consolidated into a truckload or more, except that where all the lamps removed under a contract measure less than a truckload, all shall be delivered as one load at one time.

Pack intact lamps in the packaging of the new lamps used to replace the old lamps, or packaging affording the equivalent protection. Deliver in full, closed, stackable cartons with the name of the contractor, the number and type/ wattage of lamps clearly written on each carton.

Pack broken lamps into minimum 6 mil plastic bags, which in turn shall be placed inside sturdy cardboard boxes or the equivalent, with the number of lamps clearly marked on each box. Mark the outer packaging "broken lamps". The department will reject metal containers.

Deliver all broken lamps, as noted above. The department will not pay broken lamps above a level of ten percent of the total number in the contract. Deliver broken lamps above the ten percent level to the department for no compensation.

If palletized, cartons shall be piled no more than two high and shall be secured with shrink-wrap to prevent shifting or falling loads. Label the pallets by the number and type/ wattage of lamps, and the name of the contractor.

The department will reject any lamps not removed as part of a contract pay item or otherwise required under this contract.

D Measurement

The department will measure Lamp Disposal High Intensity Discharge by each individual unit delivered to the department properly packaged, acceptably completed. This payment will be in addition to payment for the work under which the lamps are removed from service.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.207 Lamp Disposal High Intensity Discharge Each

Payment is full compensation for packaging, palletizing and delivering lamps without breakage.

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60. Concrete Control Cabinet Bases Special, Item SPV.0060.208.

A Description

This special provision describes furnishing and installing concrete control cabinet bases special, as shown in the plans.

B Materials

Materials shall confirm pertinent requirements of standard spec 654.2.

C Construction

Construction shall confirm pertinent requirement of standard spec 654.3. The concrete base size shall be as shown on the plans.

D Measurement

The department will measure Concrete Control Cabinet Bases, Special by each unit individual installed and acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.208 Concrete Control Cabinet Bases, Special Each

Payment is full compensation as described in section 654.5(2).

61. Lighting Control Cabinet, Item SPV.0060.209.

A Description

The work under this item shall consist of furnishing and installing 100 Ampere 240/480 VAC lighting distribution centers, as shown in the plans. To the extent possible, provide components from the same manufacturer. Conform to standard spec 651.2(4) regarding listed components. Electrical service, service entrance conductors, and concrete control cabinet base will be measured and paid separately. Two NEMA decals per installation, one for the meter pedestal and one for the cabinet door, to read DANGER 480 VOLTS, will each be paid as Plaques Sequence Identification.

B Materials

B.1 General

Furnish, deliver and install Lighting Control Cabinet 240/480 VAC from the department Qualified Product List to the project site. Notify the department lighting engineer, Mr. Matt Pfeifer, (414) 750-2836 for approval before installation.

B.2 Contactors

The contactors shall be electrically held, specification grade, two-pole, with 30A contacts. Provide 1" high engraved plaque above each contactor indicating the circuit number in ½" text as appropriate.

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B.3 Photocell

Provide photocell receptacle to accommodate NEMA twist-lock photocell. Provide openings on the side and back of housing to allow proper photocell operation. Cabinet door should open south.

B.4 HOA Switch

Provide a hand-off-auto switch that is accessible without opening dead-front door.

B.5 Panelboards

Provide a specification grade panelboard interior, Square D type NQ or equal. The panel shall be rated, sized, and configured as indicated on the attached drawings. Provide copper bus bars and copper ground and neutral bus bars. Provide thermal-magnetic circuit breakers that clearly indicate ON, OFF, or TRIPPED position in the panel.

Provide a separate or back-fed main circuit breaker.

B.6 Enclosures

The cabinet shall be of NEMA Type 3R rainproof construction and shall be UL listed as "Enclosed Industrial Control Equipment" (UL 508A). External construction shall comply with UL50 requirements. Cabinet dimensions shall be as indicated on the attached drawings.

Cabinet exterior shall be fabricated from 1/8" clear anodized 5052-H32aluminum.

All fasteners, latches and hardware shall be of stainless steel and all hinges shall be continuous piano type. No fasteners except sealing screws shall be removable by external access.

All edges and corners on both exterior and interior must be rounded and smooth to prevent injuries.

The distribution equipment compartment shall be behind an external lockable door with standard #2 key locking mechanism. A door keeper shall be provided to keep the door in the open position. Electrical equipment shall be located behind an internal dead-front door with a quarter turn securing latch and hinged to open a minimum of 120 degrees. The dead-front door shall be hinged on the same side as the customer door.

A metal print pocket shall be located on the inside of the customer door large enough to hold all circuit directories and instructions in a clear plastic 8"x10" weatherproof sleeve.

The cabinet mounting bolts shall not be externally accessible. Cabinet can be mounted to a concrete base with use of stainless steel anchors.

Cabinet shall be rated for operation at 22k minimum AIC amps interrupting. Series rating is acceptable.

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All distribution and control equipment shall be factory wired using 600 volt wire.

Cabinet dimensions shall be as indicated on the attached drawings.

B.7 Field Wiring Termination Blocks

Provide quantity of channel mount NEMA rated, box lug, single terminal blocks as indicated on plans that are capable of holding #12 to #2 wire for power, neutral, and grounding connections. The terminal blocks shall be mounted on a mounting channel with end anchors and an end barrier. Each terminal block shall have a label indicating the appropriate circuit number, neutral ('N') or ground ('G') wire connected to block; handwritten numbers and letters are not acceptable means of identification.

B.8 Surge Protection Devices (SPD)

SPD for 240V or 240/480V Power: Install a Type 1 SPD on distribution panelboard on the load side of a dedicated 2-pole, 30A circuit breaker.

SPDs shall be UL Listed and labeled to UL 1449 Third Edition. SPDs shall be posted on VZCA at UL.com.

The following ratings shall not be exceeded on any mode of protection:

- Short Circuit Current Rating (SCCR): 200kA or the available short circuit current, whichever is greater
- Nominal Discharge Current Rating (In): 20kA
- Voltage Protection Rating (VPR): 700V
- Maximum Continuous Operating Voltage (MCOV): 150V
- Peak surge current rating: 50kA per phase (sum of L-N plus L-G)

SPD's SPDs shall include directly connected MOVs exceeding 32mm in diameter from L-N and either L-G, N-G, or both. SPD shall at a minimum be rated as NEMA 1.

The acceptable Lighting Control Cabinet Manufactures are as follows:

- Milbank Manufacturing
- Povolny Specialties
- State Manufacturing Corporation

B.9 Control Equipment

The stepdown transformer shall be 1.5KVA, single phase, 60Hz, encapsulated, NEMA 1 rated and UL listed. The primary voltage shall be 240V and secondary voltage shall be 120V with 5% tapping. The transformer shall be capable of mounting inside the cabinet.

SPST, 20 amp switch for the door shall be single pole single throw type heavy duty, temper resistant, rated for 125V, UL listed.

The incandescent lighting fixture shall be a 60Watt, 120V lamp, UL listed.

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Control breaker shall be 15 amp, single pole 120V, bolt on, UL listed. The circuit breaker shall have 10K AIR rating at 120V, terminal for minimum wire size 14 AWG and maximum wire size 8 AWG

C Construction

Use a UL 508 Listed Panel Builder to assemble the lighting control cabinet. Assemble the lighting control cabinet with all of its electrical components, wiring and parts in a neat and orderly fashion and as shown on the plans. Pretest the cabinet prior to shipment to the site. Panel Builder shall apply UL label inside cabinet.

Mount all equipment to panel in enclosure. Train the cables in straight horizontal and vertical directions, and parallel next to, and adjacent to other cables whenever possible. Install wiring in slotted raceway between terminal strip, contactor and panelboard. Secure all remaining wiring using screw attachment type straps; adhesive type will not be allowed.

Surge arresters shall be installed to allow LED indicator(s) to be readily visible when viewing inside of cabinet. Connect the surge arresters as indicated on the plans.

D Measurement

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

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.209Lighting Control CabinetEach

Payment is full compensation for furnishing and installing the lighting control cabinet.

62. Luminaires Underdeck LED, Item SPV.0060.210.

A Description

This special provision describes furnishing and installing LED underdeck luminaires at the locations shown in the plan. Luminaires should be of the wallpack type.

B Materials

B.1 Material Qualifications

Furnish a complete list of documentation in accordance to standard spec 651.2 and the following requirements. Within 10 days following notice of award of contract, the contractor shall provide the following materials and/or data to the engineer and the department's lighting engineer, Matt Pfeifer, at matthew.pfeifer@dot.wi.gov or at (262) 548-8778 for review and approval.

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Furnish specific documentation detailing the following characteristics of the LED underdeck luminaire to be furnished:

- Fixture IES files (.ies format) for illumination modeling
- Cut sheets, warranty information and parts list for all equipment.
- Dimming feature
- Luminaire heat dissipation.
- Color spectrum with HID lamp comparison.
- Optical design features.
- Two references from municipalities currently using the same luminaires.

Do not order materials until the engineer approves the list.

B.2 Luminaire

Furnish LED underdeck luminaires at locations as shown on the plans. Luminaires shall be constructed of rugged cast aluminum with integral, weather-tight LED driver components with high performance aluminum heat-sinks. Each luminaire shall use a terminal block for power input suitable for #2 to #14 AWG wire. The luminaire shall be designed for surface mounting capable of being attached to steel mounting channels. Furnish a matching vandal guard from the luminaire manufacturer for each luminaire.

B.2.1 Electronic Components

Each luminaire shall have an initial light output of 6000 lumens +/- 500, have a CCT of 4300K (+/-500k per full unit), minimum 70 CRI, long life LED sources. Drivers shall operate across 120-277V, 50/60 Hertz as standard. LED drivers shall have a power factor greater than 90% and THD less than 20% of full load. All luminaires shall come equipped with an integral 9kV surge suppression protection standard and a quick disconnect harness suitable for mate and break under load provided on power feed to driver for ease of maintenance.

B.2.2 Optical / Illumination Performance

Luminaire shall illuminate the underdeck area using the proposed lighting layout on the subject project to the following preset criteria:

- Luminaire tested and certified by an independent test laboratory to meet the photometric performance criteria established by IESNA LM-79.
- Luminaire shall deliver a minimum luminance comparable to the Wisconsin standard item for Luminaires Underdeck 100 W HPS

B.2.3 Finish

The luminaire fixture finish shall feature an epoxy primer with an ultra-durable silver powder topcoat, providing resistance to corrosion, ultraviolet degradation and abrasion.

B.2.4 Ratings / Certifications

Luminaires shall be rated and/or certified as follows:

- U.L. listed for wet locations
- RoHS compliant for lead and mercury standards
- IP-66 weather fastness rating

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C Construction

Install in accordance to the pertinent provisions of section 659 of the standard specifications and as the manufacturer directs.

D Measurement

The department will measure Luminaires Underdeck LED as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.210 Luminaires Underdeck LED Each

Payment is full compensation for furnishing all materials; installing a complete luminaire; and for furnishing all documentation.

63. Concrete Bases Type B, Item SPV.0060.213; Type C, Item SPV.0060.214.

A Description

This work shall consist of installing concrete light pole bases as shown in the plan details.

B Materials

Conform to standard spec 654.2.1.

C Construction

Conform to standard spec 654.3(1) and (3).

D Measurement

The department will measure Concrete Bases (Type) by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.213Concrete Bases Type BEachSPV.0060.214Concrete Bases Type CEach

Payment is full compensation on the basis of standard spec 654.5(2).

64. Install Wireless Ethernet Bridge, Item SPV.0060.301.

A Description

This special provision describes installing a Wireless Ethernet Bridge access point or subscriber unit at a new or existing cabinet or new or existing pole.

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B Materials

Materials will include department-furnished materials and contractor furnished materials.

Department-furnished materials include the following:

- One wireless Ethernet bridge with integral antenna.
- One wireless Ethernet bridge power converter.
- One wireless Ethernet bridge mounting bracket.

Contractor-furnished materials include the following:

- Mounting hardware.
- 2-Inch rigid metallic conduit and connection fittings
- Outdoor rated Category 6 communications cable.
- Inline network cable surge suppressor.

C Construction

Install the 2-Inch rigid metallic conduit between the new or existing base-mounted or pole-mounted cabinet (paid for separately) and the radio / antenna inclusive Ethernet radio unit. Install the Category 6 communications cable between the power injector to be installed in the cabinet and the radio / antenna inclusive Ethernet radio unit in the 2-Inch rigid metallic conduit.

Bond the surge suppressor to the cabinet grounding system.

Install the wireless Ethernet bridge in a point-to-point or point-to-multipoint configuration as shown on the plans and as directed by the engineer.

Use the manufacturer's set-up software to configure the Ethernet bridge radio for its intended use. Use the signal strength indicator on the radio to find the optimum position. Also perform a frequency analysis to determine the optimal hop pattern of the radios and test the continuity of the link by polling the radios using the software provided. The position of the radio and the hop pattern shall be adjusted until the polls show at least 200 consecutive polling intervals have been successfully transmitted and received. Demonstrate to the engineer that the hop pattern selected corresponds to the optimal noise free frequencies identified in the frequency analysis. Deliver three copies of the final test results for signal strength, frequency analysis, and test polling.

D Measurement

The department will measure Install Wireless Ethernet Bridge as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.301Install Wireless Ethernet BridgeEach

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Payment is full compensation for installing, setting up, configuring, and testing the wireless Ethernet bridge radio, surge suppressor, conduit, cables, and connections; and for furnishing and installing contractor supplied materials.

65. Install Spread Spectrum Radio, Item SPV.0060.302.

A Description

This special provision describes installing a department-furnished 900 MHz serial or contact closure communications spread spectrum radio. The department will also furnish set-up software for the radio and a lightning protector for the antenna connection.

B Materials

Spread-spectrum radios and surge protectors as furnished by the department, and coaxial cable and connectors, and metallic conduit as supplied by the contractor.

Furnish 1/2-inch foam dielectric 50-Ohm coaxial cable meeting the following minimum requirements:

- 50 Ohms impedance (plus / minus 1 Ohm)
- Intended for a range of frequencies including 900 MHz
- Velocity of 88%
- Peak power rating of 40 kW
- DC resistance of 0.45 Ohms / 1000 feet for the inner conductor
- DC resistance of 0.58 Ohms / 1000 feet for the outer conductor
- DC breakdown of 4000 volts
- Jacket spark of 8000 volts RMS
- Capacitance of 23.1 pF / foot
- Inductance of 0.058 µH / foot
- Copper outer conductor
- Copper-clad aluminum inner conductor
- Diameter over jacket 0.63 inches (nominal)
- Diameter over copper outer conductor of 0.55 inches (nominal)
- Diameter of inner conductor of 0.189 inches (nominal)
- Minimum bending radius of 5-inches
- Attenuation of 2dB / 1000 feet (nominal) at 900 MHz
- Average power of 1.10 (nominal) at 900 MHz

Furnish cable connectors to fit between the coaxial cable and the department-furnished spread spectrum radio.

C Construction

Bond the surge protector to the cabinet grounding system.

Use the manufacturer's set-up software to configure the radio for its intended use.

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Following installation of the radio, antenna, and cable, aim the antenna at the matching antenna, as shown on the plans. Use the signal strength indicator on the radio to find the optimum position of the antenna. Also perform a frequency analysis to determine the optimal hop pattern of the radios, and test the continuity of every link by polling the radios using the software provided by the manufacturer. The position of the antenna and the hop pattern shall be adjusted until the polls show at least 200 consecutive polling intervals have been successfully transmitted and received. Demonstrate to the engineer that the hop pattern selected corresponds to the optimal noise free frequencies identified in the frequency analysis. Deliver three copies of the final test results for signal strength, frequency analysis, and test polling.

Following the installation of the spread spectrum radio assembly, antennas, and cables, perform the following tests:

- V.S.W.R test from the connection at the radio, with a fully configured antenna system (antenna, cable, and all connections). The V.S.W.R. shall not exceed 1.5:1 at 900 MHz.
- Bit error rate test. Test at 5600 bps from the radio to the matching radio shown on the block diagram in the plans. Test for 4 hours at a 2048 bit pattern. The contractor shall provide a hard copy output of results of each test to the engineer. The maximum error rate shall be 1 erroneous bit every 1 million bits.

D Measurement

The department will measure Installing Spread Spectrum Radio as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.302 Install Spread Spectrum Radio Each

Payment is full compensation for installing, setting up, configuring, and testing the spread spectrum radio, surge protector, cables, and connections; for testing; and for furnishing and installing contractor supplied materials.

66. Install Spread Spectrum Radio Antenna, Item SPV.0060.303.

A Description

This special provision describes installing a department-furnished spread spectrum radio antenna, and furnish and installing coaxial antenna cable, and metallic conduit on a new or existing pole as shown on the plan.

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B Materials

The antenna will have a pigtail for connection to the antenna cable. Provide stainless steel bands for mounting to a steel pole or sign structure. Provide 2" metallic conduit as required in standard spec 652 to house antenna cable.

Furnish 1/2-inch foam dielectric 50-Ohm coaxial cable meeting the following minimum requirements:

- 50 Ohms impedance (plus / minus 1 Ohm)
- Intended for a range of frequencies including 900 MHz
- Velocity of 88%
- Peak power rating of 40 kW
- DC resistance of 0.45 Ohms / 1000 feet for the inner conductor
- DC resistance of 0.58 Ohms / 1000 feet for the outer conductor
- DC breakdown of 4000 volts
- Jacket spark of 8000 volts RMS
- Capacitance of 23.1 pF / foot
- Inductance of 0.058 µH / foot
- Copper outer conductor
- Copper-clad aluminum inner conductor
- Diameter over jacket 0.63 inches (nominal)
- Diameter over copper outer conductor of 0.55 inches (nominal)
- Diameter of inner conductor of 0.189 inches (nominal)
- Minimum bending radius of 5-inches
- Attenuation of 2dB / 1000 feet (nominal) at 900 MHz
- Average power of 1.10 (nominal) at 900 MHz

C Construction

Mount the metallic conduit to the new or existing pole with stainless steel banding straps as shown on the plans.

Install the antenna cable in the metallic conduit to the antenna.

Connect the antenna drop cable to the antenna. The connection shall be fully sealed using methods and materials recommended by the radio manufacturer. Install the antenna so that it does not block the view of any microwave detector on the same pole.

Aim the antenna at the matching antenna, as shown in the plans. Use the signal strength indicator on the radio to find the optimum position.

D Measurement

The department will measure Install Spread Spectrum Radio Antenna as each individual unit, acceptably completely.

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.303 Install Spread Spectrum Radio Antenna Each

Payment is full compensation for testing and installing the antenna and connections; and for furnishing and installing metallic conduit, mounting hardware, equipment, transportation, and incidentals necessary to complete the work.

67. Ground Rod, Item SPV.0060.304.

A Description

This special provision describes installing a ground rod and ground wire.

B Materials

Ground rod shall be copper clad steel with cladding 13 mils thick. The minimum diameter is 5/8-inch and the minimum length is eight feet. Ground wire shall be AWG # 6 bare, solid copper.

C Construction

Use exothermic welding to connect the ground wire to the rod. Install the rod vertically, or as close to vertical as conditions permit. Select locations with moist soil, if available. Place the rod at least 6 feet from all other ground rods.

D Measurement

The department will measure Ground Rod by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.304 Ground Rod Each

Payment is full compensation for furnishing and installing of the ground rod and ground wire; welding and connections at both ends of the ground wire.

68. Embedded Galvanic Anodes, Item SPV.0060.501.

A Description

This special provision describes furnishing all labor, materials, and equipment necessary to properly install embedded galvanic anodes in concrete.

B Materials

Furnish pre-manufactured galvanic anodes designed for cathodic protection when embedded in concrete and tied to steel reinforcing. The core of the anode shall consist of a minimum of 1.3 ounces of electrolytic high grade zinc in compliance with ASTM B418

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cast around a pair of steel tie wires and encased in a highly alkaline cementitious shell with a pH of 14. The anodes shall have one side that is less than 1½-inches in height.

Submit the product information to the engineer for approval. Supply a certification of compliance to the engineer before starting work. Deliver, store, and handle all materials according to the manufacturer's instructions.

Use one of the qualified galvanic anode products and manufacturers given below. An equivalent system may be used with the written approval of the engineer.

| Product Name | Manufacturer/Supplier | Telephone Number |
|---------------------|-------------------------------|-------------------------|
| Galvashield | Vector Corrosion Technologies | (319) 364-5355 |
| Sentinel | Euclid Chemical Company | (800) 321-7628 |
| Emaco CP Intact | BASF Building Systems | (262) 227-4045 |

C Construction

C.1 Concrete Repair

Repair the concrete and prepare the exposed reinforcing steel in accordance to standard spec 509. Use Portland cement based repair concrete materials with suitable electrical conductivity.

C.2 Galvanic Anode Installation

Install embedded galvanic anodes in accordance to manufacturer's recommendations, as shown on the plans, and as listed in this specification.

- **C.2.2** Install galvanic anodes to existing reinforcement along the perimeter of the repair at spacing as specified on the plans. In no case shall the distance between anodes exceed 24 inches.
- **C.2.3** Provide 3/4-inch clearance between anodes and substrate to allow repair material to encase anode.
- **C.2.4** Secure the galvanic anodes as close as possible to the patch edge using the anode tie wires. Tighten the tie wires to allow little or no free movement.

If the anode is to be tied onto a single bar, or if less than 1 1/2-inch of concrete cover is expected, place anode beneath the uncoated bar and secure to reinforcing steel.

If 1 1/2-inch concrete cover will exist over the anode, the anode may be placed at the intersection between two bars and secured to each bar.

C.3 Electrical Continuity

Confirm electrical connection between anode tie wire and uncoated reinforcing steel with a multi-meter. The maximum DC resistance shall be one Ohm. Confirm electrical continuity of the exposed uncoated reinforcing steel within the repair area. Steel reinforcement shall

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be considered continuous when the DC resistance is 1 Ohm or less. If necessary, establish the electrical continuity with uncoated steel tie wire.

C.4 Inspection

The engineer will verify proper installation of the galvanic anodes prior to placement of the concrete.

D Measurement

The department will measure Embedded Galvanic Anodes as each individual anode, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.501Embedded Galvanic AnodesEach

Payment is full compensation for furnishing and for properly installing; and for establishing and checking electrical continuity.

Concrete repair work will be paid for separately.

69. Cleaning Bearings, Item SPV.0060.502.

A Description

This special provision describes cleaning the existing steel bearings on structures as shown on the plans, as directed by the engineer.

B (Vacant)

C Construction

Clean areas of loose paint and rust by wire brushing, grinding, or other mechanical means. Sound paint does not need to be removed.

Furnish adequate containment methods as required to contain and collect waste material. All cleanup activities should minimize dust. Store waste materials in hazardous waste containers provided by the department.

D Measurement

The department will measure Cleaning Bearings as each individual bearing, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.502Cleaning BearingsLF

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Payment is full compensation for cleaning the designated bearings; cleaning up, and for containing and collecting all waste materials.

70. Bearing Replacement B-40-55, Item SPV.0060.503.

A Description

This special provision describes raising the girders, removing the existing bearings, and furnishing and placing new bearings as shown on the plans and as hereinafter provided.

B Materials

Furnish ASTM A709 Grade 36 steel bearing plates as shown in the plans.

C Construction

Raise the structure's girders, remove the existing bearings, and furnish and place the bearings as shown in the plans.

D Measurement

The department will measure Bearing Replacement B-40-55 by the unit for each individual bearing, 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.0060.503 Bearing Replacement B-40-55 Each

Payment is full compensation for raising the bridge, removing the old bearings, and furnishing and placing new bearings.

71. Adjusting Water Boxes, Item SPV.0060.700.

A Description

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the paving project, to all city water service boxes, water gate valve boxes located within the project limits.

B Materials

All material for the adjustment of these facilities must meet City of Milwaukee specifications and will be provided by the City of Milwaukee by contacting Jesse Hernandez, Milwaukee Water Works, at (414) 708-2670 (or Dave Goldapp, Milwaukee Water Works at (414)286-6301). If there is contractor damage, the materials must still be provided by the City of Milwaukee, however, in this case, the contractor will be charged for all materials. Materials furnished by the City of Milwaukee and not used on the project shall be delivered back to DPW Field Headquarters – Infrastructure, Operations, Water Works at 3850 N. 35th St. Materials being returned must be accompanied with a "surplus material" form completed by the Public Works Inspector assigned to the project.

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C Construction

All water service boxes and water gate valve boxes within the project limits shall be adjusted to proposed elevations by the contractor using materials meeting city specifications.

The city will locate, mark, inspect and repair all water service boxes and water gate valve boxes within the limits of the project prior to commencement of work on the project.

Throughout the duration of the project, the contractor must ensure that all water service boxes and water gate valve boxes are adequately located and identified by blue paint, and that at all times, all water appurtenances remain accessible for operation by city forces. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility.

Upon completion of the contract, the city will inspect all water facilities to ensure the water boxes are clean, properly aligned, and accessible. The contractor shall be responsible to make identified repairs and adjustments, and if any repairs or adjustments are made by the city, the cost will be charged to the contractor.

D Measurement

The department will measure Adjusting Water Boxes as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.700Adjusting Water BoxesEach

Payment is full compensation for furnishing all excavation, backfilling, disposal of surplus materials, water box or manhole clean-out, and restoration of the work site and for adjustment.

72. Internal Sanitary Manhole Seals, Item SPV.0060.800.

A Description

This special provision describes furnishing and installing internal manhole chimney seals.

B Materials

Use an internal manhole seal. Provide Cretex Specialty Products "Internal Manhole Chimney Seal" or equivalent conforming to ASTM-C923.

C Construction

Field-measure the inside diameter of the manhole frame and the manhole chimney, and determine as to whether the inside face of the frame is vertical or tapered in order to obtain the proper size and shape rubber seal.

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Install internal rubber chimney seals no sooner than 24 hours following chimney back plastering.

The surfaces against which the sleeve is to be compressed shall be circular, clean, reasonably smooth and free of any loose materials and excessive voids. Repair all flaws in these surfaces with the approved low-shrink mortar or grind the surfaces smooth. Apply a bead of butyl rubber caulk conforming to ASSHTO M-198 Type B to the lower sealing surface of sleeve.

Install the seal according to the manufacturer's instructions. (Refer to the plan data for configuration of chimney seal.)

D Measurement

The department will measure Internal Sanitary Manhole Seals as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.800Internal Sanitary Manhole SealsEach

Payment is full compensation for furnishing and installing internal rubber chimney seals.

73. Monotube Base Anchor Assembly, Item SPV.0060.801.

A Description

This special provision describes furnishing and installing the monotube base anchor assembly.

B Materials

Provide 6, 1 ½-inch X 60-inch anchor rods with threaded ends on a 15-inch bolt circle. Anchor rods shall meet the specifications outline in AASHTO M314, GR 55. Provide a ½-inch thick plate for a bottom template as shown on the bridge detail drawings that meets A709, GR 36 specifications galvanized per AASHTO M111 specifications. Provide a ½-inch thick top template, heavy hex nuts and washers, galvanized per AASHTO M232.

C Construction

Install anchor assembly into the monotube base as shown in the bridge detail drawings.

D Measurement

The department will measure Monotube Base Anchor Assembly by each individual unit, acceptably completed.

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

following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0060.801Monotube Base Anchor AssemblyEach

Payment is full compensation for furnishing and installing the monotube base anchor assembly.

74. Installing Conduit Into Existing Manhole, Item SPV.0060.900.

A Description

This special provision describes locating existing conduit system manholes and installing new conduit into those manholes at the locations shown on the plans. The contractor shall verify existing conduit manhole locations with the City of Milwaukee, and shall maintain any existing conductors, fibers, and conduit paths without interruption or damage. Repair and restoration of all disturbed areas resulting from the work shall be in accordance with the pertinent provisions of the standard specifications, and as hereinafter provided.

B Materials

Conduit, as provided and paid for under other items in this contract. All materials shall conform to the pertinent provisions of the standard specifications unless otherwise noted.

C Construction

Carefully expose the outside of the existing structure without disturbing any existing conduits or cabling.

Drill the appropriate sized hole for the entering conduit at a location within the structure that will not disturb the existing cabling and will not hinder the installation of new cabling within the installed conduit, or remove existing abandoned conduit from the structure to allow for the installation of the new conduits as indicated on the plans.

Fill any 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.

Carefully tamp backfill into place.

All disturbed areas shall be repaired and restored in kind.

D Measurement

The department will measure Installing Conduit Into Existing Manhole by each individual unit, acceptably installed. Up to six conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of six, or conduits entering at significantly different entry points into the existing manhole will constitute multiple units.

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.900Installing Conduit Into Existing ManholeEach

Payment is full compensation for drilling holes; removing abandoned conduit; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for disposal of surplus materials; and for making inspections.

75. Sawing Concrete-Encased Duct Package, Item SPV.0060.901.

A Description

The work under this provision consists of full depth sawing of cement encased multiple duct conduit below grade; preparing sawed conduit ends to accept adaptor couplings needed to allow transition of new PVC conduit from existing clay, fiber or PVC conduit (4-Duct Conduit, Cement Encased, 4-inch Rigid Nonmetallic Conduit DB-60, Item SPV.0090.900; 5-Duct Conduit, Cement Encased, 4-inch Rigid Nonmetallic Conduit DB-60, Item SPV.0090.901; 8-Duct Conduit, Cement Encased, 4-inch Rigid Nonmetallic Conduit DB-60, Item SPV.0090.902).

B (Vacant)

C Construction

1. Equipment

- Use ring saw or concrete cutting chainsaw for all full-depth cuts. Use diamond blades. The contractor may use a high speed 16" construction saw on duct systems with less than 4-ducts when approved by the engineer.

2. Sawing Encasement

Carefully expose the outside of the existing cement encasement. The contractor is to verify that the conduit lines are free of all cabling. Saw a full depth transverse cut through the encasement. Saw straight cuts with the surface remaining vertical over its full depth. Hand chip concrete away from sawed conduit duct ends to allow transition fittings to be placed over the ends. The exposed conduit will be protected from damage. Any damaged conduit ends will be the responsibility of the contractor and will require a resaw at the contractor's expense.

D Measurement

The department will measure Sawing Concrete-Encased Duct Package by each individual unit, acceptably completed. Up to 6 conduits per cement encasement will be considered a single unit.

Encasements in excess of 6 conduits will constitute multiple units.

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.901 Sawing Concrete-Encased Duct Package EACH

Payment is full compensation for sawing concrete encased duct packages full depth.

76. Truck Mounted Attenuator, Item SPV.0075.001.

A Description

This special provision describes furnishing a truck with Truck Mounted Attenuator (TMA) and operator for use on this project during operations which are directly next to live lanes of traffic which have limited mobility, limited ingress/regress, confined space, or as directed by the engineer. All work shall be in accordance to standard spec 643, the plans, and as directed by the engineer. Request to protect construction workers from construction vehicle traffic will be denied for this item.

Use of a TMA should be requested to the engineer for approval 72 hours prior to its use or at the prior weekly construction meeting. Approval or denial will be given within 24 hours of request.

B Materials

Provide a TMA that meets the requirements of the NCHRP Report 350, and a truck meeting the TMA manufacturer's recommendations with a minimum total gross vehicle weight of 25,000 pounds.

Provide an operator who shall remain with the vehicle at all times during moving operations.

C (Vacant)

D Measurement

The department will measure Truck Mounted Attenuator with Operator by the hour, acceptably completed. The measured quantity will equal the number of hours the TMA including the truck and operator are used in protection of workers.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0075.001 Truck Mounted Attenuator with Operator HRS

Payment is full compensation for mobilizing and furnishing each truck with truck mounted attenuator (TMA) and operator.

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77. Crack Sealing, Item SPV.0085.001.

A General

This special provision describes cleaning, drying, and filling the longitudinal and transverse cracks in asphaltic pavement. The work shall conform to the plan details and as hereinafter provided.

B Materials

Furnish material that conforms to the requirements of the Specifications for Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements, ASTM Designation: D 6690, Type II, modified to require that the bond strength test be run at -20 degrees F. (The unmodified ASTM D 6690, Type II allows this test to be run at either 0 degrees F or -20 degrees F.)

Deliver each lot or batch of sealing compound to the jobsite in the manufacturer's original sealed container. Mark Each container with the manufacturer's name, batch or lot number, and the recommended safe heating temperature range. Prior to applying the sealant, furnish to the engineer a certificate of material compliance and a copy of the manufacturer's recommendations on heating and applying the sealant.

C Construction

C.1 Equipment

Heat the sealing compound to the pouring temperature recommended by the manufacturer in an approved kettle or tank, constructed as a double boiler, with the space between the inner and outer shells filled with oil or other satisfactory heat transfer medium. If and when using the heating kettle on concrete or asphaltic pavement, properly insulate the heating kettle to ensure heat is not radiated to the pavement surface. Use a pressure distributor for applying sealing material through a hand–operated wand or nozzle in accordance to sealant manufacturer's instructions. The contractor must supply lighting equipment sufficient for locating and identifying cracks as directed by the engineer.

C.2 Methods

Immediately prior to sealing, blow out the dried crack with a blast of compressed air, 80-psi minimum. If a pneumatic tool lubricator is used, it must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines. Continue cleaning until the joint is dry, and until all dirt, dust, or deleterious matter is removed from the joint and adjacent pavement to the satisfaction of the engineer. If the air compressor produces dirt or other residue in the joint cavity, the contractor is required to clean the joint again. If cleaning operations could cause damage to, or interfere with, traffic in adjacent lanes, or both, provide protective screening that is subject to the approval of the engineer to the cleaning operation.

Provide positive temperature control and mechanical agitation. Do not heat the sealant to more than 20 degrees F below the maximum safe heating temperature. Provide a direct connecting pressure type extruding device with nozzles shaped for insertion into the joint. Immediately remove sealant spilled on the surface of the pavement.

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Perform crack filling only when the ambient air and pavement surface temperatures are above 40 degrees F or the manufacturer's recommended temperature, whichever is greater. When near this minimum, additional air blasting or drying time or both may be necessary to assure satisfactory bond to the crack surfaces. Seal the joints when the sealant material is at the pouring temperature recommended by the manufacturer. Fill the joint such that after cooling, the sealant is flush with the adjacent pavement surface. Do not overfill the joint. Allow sealant to cure and be tack free before opening to traffic. Do not spread sand on sealed joints to allow for opening of traffic.

D Measurement

The department will measure Crack Sealing by the pound of sealant compound applied and acceptably completed. Prior to starting work each shift, the contractor will supply and visually verify with the engineer an inventory, in containers, of sealant material. At the end of each shift, the contractor shall supply and visually verify with the engineer the ending inventory, in containers, of sealant material. The quantity of sealant used shall be determined by counting the number of containers used each night multiplied by the indicated pounds of sealant contained in Each container.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0085.001Crack SealingLB

Payment is full compensation for cleaning the joint; and for furnishing and installing all materials, including sealant.

78. Joint and Crack Repair, Item SPV.0090.003.

A Description

This work consists of removing any loose or spalled concrete and asphaltic patching, cleaning the joints and cracks, and filling them with asphaltic material as shown on the plans and as herein provided.

B Materials

Asphaltic surface used to fill in the joints and cracks shall be in conformance with standard spec 460; asphaltic tack coat shall be in conformance with standard spec 455.

C Construction

Clean out all joints and cracks, place asphaltic tack coat, and fill voids with new asphaltic material. Repair of joints and cracks to be done after HMA milling operations, or after placement of the lower layer of HMA.

D Measurement

The department will measure Joint and Crack Repair by the linear foot of asphalt used in longitudinal and transverse joints and cracks repaired, acceptably completed. The

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department will measure asphaltic materials and asphaltic tack coat per their respective bid items.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.003Joint and Crack RepairLF

Payment is full compensation for removing and disposing of all loose or spalled concrete and asphaltic patching; for cleaning joints and cracks; removing lower layer of HMA pavement if repairs are done after placement of lower layer; for placing asphaltic tack coat; for furnishing asphaltic material; and for filling the joints and cracks.

79. Storm Sewer Pipe Lining, Item SPV.0090.004.

A Description

This special provision describes the work and materials associated with cleaning the storm sewer pipes, placing the storm sewer liner and inspection of final lined storm sewer pipe.

B Materials

Furnish polyester felt tubing, lined on one side with polyurethane or poly-vinyl-chloride (PVC), and fully impregnated with a liquid, thermosetting epoxy vinyl ester or polyester resin. Tubing shall be properly sized to diameter and length as shown in the plans. Completed lining material shall be suitable for a 20 feet sewer depth and shall meet the requirements of ASTM F1216, ASTM F1743, or ASTM D5813.

C Construction

Submit proposed procedures for review at least 10 days prior to beginning lining operations.

C1 Personnel Oualifications

Submit documentation of installer qualifications showing that storm sewer liner installer shall has a minimum of 20,000 linear feet of sewer lining experience with the specified product.

C2 Cleaning

Clear pipes to be lined of obstructions such as solids, dropped joints, or collapsed pipe that will prevent insertion of liner. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, contractor shall excavate to uncover and remove or repair obstruction; such excavation shall be authorized in writing by the department prior to the commencement of work and shall be considered extra work

Clean storm sewer pipes using high pressure hydraulic sewer cleaners or rodding machines. Provide water necessary for cleaning; remove and dispose of debris.

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After cleaning, inspect sewers with closed circuit television before placement of liner. Inspection shall be performed by experienced personnel trained in locating breaks, and obstacles. Interior of the pipeline shall be carefully inspected to determine location and extent of structural failures. Location of any conditions which may prevent proper installation of lining materials in pipeline shall be noted for correction.

C2 Installation

Polyester felt liner shall be impregnating liner with resin, and installing and curing in accordance to liner manufacturer's recommendations.

Finished lining shall be continuous over entire length of an insertion run between two manholes and shall be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. Lining shall be impervious and free of any leakage from pipe to surrounding ground or from ground to inside of lined pipe.

If due to broken or misaligned pipe at manhole wall, liner fails to make a tight seal, apply a seal of a resin mixture compatible with liner.

C2 Testing

Prior to completion of lining each storm sewer pipe, perform an air pressure test on liner. Furnish test plugs, air compressor, test gauge, stop watch and experienced personnel for conducting acceptance test. Test pressure shall be based on an average of 3.5 psig net with an allowable air loss in accordance to ASTM F1417. Seal and brace laterals and plugs to withstand minimum of 5 psig pressure.

Submit report of inspection performed following lining. Include pressure test results and video recording of inspection. Video shall be recorded on a standard definition DVD suitable for use in a computer DVD drive.

D Measurement

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

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.004Storm Sewer Pipe LiningLF

Payment is full compensation for lining the storm sewer, including mobilization, demobilization, labor, equipment, materials, bypass pumping, sewer cleaning, reconnections, TV inspections, inspection reports, and sewer testing.

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80. Ductile Iron Water Main 12-Inch, Item SPV.0090.700; Steel Water Main with 1-5/8-Inch Insulation 12-Inch, Item SPV.0090.701.

A Description

A.1 General

Perform work under these items in accordance to the details as shown on the plans and the requirements of the City of Milwaukee Water Main Installation Specifications, dated January 2, 1987 (City Water Main Specifications). Additionally, perform all work in accordance to the "Milwaukee Water Works Standard Plan Notes for Water Main Construction", June 14, 2011. Notes 4, 6, 16, 17, 18 and 21 shall not apply to this project. In case of conflicts between the City Water Main Specifications and the standard specifications or these special provisions, the requirements of the standard specifications and the special provisions shall govern. Contact Ms. Angela Baldwin at (414) 286-2813 to purchase copies of the required documents.

A.2 Submittals

Address all required submittals to Milwaukee Water Works as follows:

Superintendent Milwaukee Water Works Zeidler Municipal Building 841 North Broadway, Room 409 Milwaukee, WI 53202

A.3 Sequence of Construction

Due to the nature of this work, including coordination with other work, the contractor is advised there may be multiple mobilizations to complete the water main work. No additional payment will be made by the department for said mobilizations.

Determine sequence and schedule for water main construction, subject to the requirements herein.

Prepare and submit for review by the Superintendent of Milwaukee Water Works a detailed construction schedule stating the anticipated dates and duration of all interruptions in water service necessary to complete the work under the contract, including the abandonment of existing water mains.

B Materials

B.1 General

Contractor to furnish and install all materials required to complete this project. Provide all water main materials conforming to the latest version of the City of Milwaukee's Material Specifications. Material specifications can be found at the following website, http://city.milwaukee.gov/water/business/standardspecs.htm. All materials will require inspection by the City of Milwaukee. Notify Mr. Mark Scheller, (414) 286-2427 or Mr. Steve Brengosz, (414) 708-2808, for materials inspection and the City of Milwaukee's Construction Section, (414) 286-2497, for construction inspection, four working days prior to starting construction.

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Milwaukee Water Works will test all pipe, in accordance to the City of Milwaukee Material Testing Specifications.

B.2 Valve Box Adapters

Install all valve boxes on gate valves with the use of valve box base adapters as detailed in the Standard Plan Notes Regarding Water Main Construction. Install the adapter in addition to the hardwood blocking.

B.3 Steel Pipe

Shall be provided to meet the requirements of the latest version of City of Milwaukee Specification 30-D-14, Material Specifications for Pipe, Steel, Seamless Carbon Steel Sizes 6" Through 24".

The steel pipe shall be provided a with factory installed insulation system as identified in the City of Milwaukee Specifications and on construction plans.

C Construction

The Milwaukee Water Works will shut off the water main to be altered and provide temporary hose connections to affected services as required.

Unless shown otherwise, backfill all water main excavations with granular backfill as specified in Section 14 of the City of Milwaukee Standard Plan Notes Regarding Water Main Construction.

Consolidate all backfill by mechanical compaction per specification 2.6.14(B) of the Standard Specifications for Sewer and Water Construction in Wisconsin. Per specification, the initial compacted lift shall be 2 feet, and the specification shall be modified to read, "each subsequent compacted lift of material shall be 1 foot". Costs are to be included in the unit price bid for the water main. Settling the trench by flooding the backfill will not be allowed.

Where indicated, the contractor shall furnish and install pipe insulation for underground pipe in accordance to plans and specifications.

All costs for installation of two cut-in valves shall be included in the cost for, Ductile Iron Water Main 12-Inch.

All costs for abandoning two existing manholes shall be included in the cost for, Ductile Iron Water Main 12-Inch.

All costs for insulation installation for buried pipe ductile iron shall be included in the cost for, Ductile Iron Water Main 12-Inch.

All costs for insulation installation for buried pipe steel shall be included in the costs for, Steel Water Main with 1-5/8-Inch Insulation 12-Inch.

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D Measurement

The department will measure Ductile Iron Water Main 12-Inch, and Steel Water Main with 1-5/8-Inch Insulation 12-Inch, by the linear foot of water main of the type and diameter specified acceptably completed.

The linear footage for water main will be measured for payment to the nearest foot as specified in Chapter 3.6.0 of the City of Milwaukee Water Main Installation Specifications. Water main will be measured for payment under only one bid item. Measurement for Steel Water Main with 1-5/8-inch Insulation will be to the spigot end of the steel pipe. The transition coupling will be included in the price bid for Steel Water Main with 1-5/8-Inch Insulation.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|--------------|---|------|
| SPV.0090.700 | Ductile Iron Water Main 12-Inch | LF |
| SPV.0090.701 | Steel Water Main with 1-5/8-Inch Insulation 12-Inch | LF |

Payment is full compensation for providing all materials including all pipe, coupling, valves, fittings, insulation, and accessories required; for furnishing all excavating, for sheeting and shoring; for forming foundation; for laying pipe; for installing pipe on Underdeck Utility Support, for concrete base, buttresses, and anchors; for bulkheading and abandoning existing water mains; for sealing joints and making connections to new or existing facilities; for providing granular backfill material, including bedding material; for backfilling; for removing sheeting and shoring; for cleaning out the site of the work and incidentals necessary to complete the work.

81. 4-Duct Conduit, Cement Encased, 4-inch Rigid Nonmetallic Conduit DB-60, Item SPV.0090.900; 5-Duct Conduit, Cement Encased, 4-inch Rigid Nonmetallic Conduit DB-60, Item SPV.0090.901; 8-Duct Conduit, Cement Encased, 4-inch Rigid Nonmetallic Conduit DB-60, Item SPV.0090.902.

A Description

This work consists of furnishing and installing cement encased multiple duct conduit packages below grade in accordance with the applicable sections of the standard specifications, as shown on the plans and as hereinafter described.

B Materials

B.1 Conduit

The contractor shall furnish DB-60 polyvinyl chloride (PVC) conduit. Conduit will be accepted on the basis of a Manufacturer's Certificate of Compliance and WISDOT field inspection upon delivery to a project.

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PVC conduit and fittings shall conform to the requirements of Standard Specifications for Smooth-Wall Poly (Vinyl Chloride) (PVC) Conduit and Fittings for Underground Installation, ASTM Designation: F512 (latest edition).

B.2 Concrete

The type of concrete to be used to encase the ducts will be:

| | | Min. Cement | Sizes of Content Sacks |
|----------|----------------|----------------|------------------------|
| | Class of | Type of | Coarse |
| Concrete | Cement | per Cubic Yard | Aggregate |
| G | Standard | 4.0 | Sharp |
| | Portland | | Torpedo |
| | Cement | | Sand only |
| | Type 1A or 1SA | | - |

B.3 Slurry Backfill

Aggregate slurry backfill consists of No. 1 concrete aggregate Class 'C' concrete mix with the cement deleted.

| Fly Ash (Class C) | 75 lbs. |
|--------------------------|-----------|
| Concrete Sand (Damp) | 1830 lbs. |
| No. 1 Concrete Aggregate | 1830 lbs. |

The material shall be mixed with water to inundate the aggregate sufficiently to provide an approximate 3 inch slump. The mix shall be deposited in the trench directly from a concrete transit mix truck.

B.4 Pull Rope

Pull rope specifications will be:

- Flat construction (7/16" to 5/8" wide)
- 100% woven aramid fiber (may include tracer wire)
- 1500 lbs. Minimum pull strength prelubricated
- sequential footage markings for location

For any questions on materials, contact Ms. Karen Rogney at (414) 286-3243.

C Construction

C.1 Excavation

The excavation shall have the minimum or maximum dimensions shown on the plans and as follows:

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| No. of Ducts Wide | Minimum | Maximum |
|-------------------|---------|---------|
| 2 | 14 1/8" | 16 5/8" |
| 3 | 19 3/4" | 22 1/4" |
| 4 | 25 3/8" | 27 7/8" |
| 5 | 31" | 33 1/2" |
| 6 | 36 5/8" | 44 3/4" |
| 8 | 47 7/8" | 50 3/8" |

These minimum and maximum trench widths apply to standard 4 inch PVC electrical duct only. When required, the excavation may be widened for the handling and placing of materials.

Open-cut trenches shall be sheathed and braced as required by code and as necessary to maintain safety. The cost of furnishing, placing and removing of sheathing and bracing shall be included in the unit bid for the work

The dimensions of the excavation will be governed by the number, configuration and the grade (cover) to which the conduit is to be installed as shown on the plan. The walls of the excavation shall be clean and true.

Previous to excavating trenches, the contractor shall expose the existing manhole and conduit lines. The object of this is to permit adjustments in line and grade to avoid special construction methods. The exposed manhole and conduit shall be protected from damage.

The conduit shall be laid at a depth so that sufficient protection from damage is provided. Allowable covers shall be as follows:

The standard cover for mainline conduit is 32 inches and the minimum cover acceptable shall be 28 inches.

The standard cover shall be maintained wherever possible and any deviation less than the minimum may be allowed only with specific approval of the engineer.

The trench shall be graded so that it will have a minimum pitch of three inches per 100 feet. When an obstruction is encountered in the trench and it is necessary to excavate a deeper trench than would otherwise be required, in order to obtain drainage, refer the matter to the Inspector to determine whether the extra excavation should be made.

In grading a trench for mainline conduit, there are three general practices for direction of pitch.

(a) When grading a trench in a street with a level grade, the high point of the trench bottom should ordinarily be centered between manholes and pitched downward equally toward each manhole.

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- (b) Where the street slopes in one direction, locate the high point of the trench bottom approximately 30 feet from the end wall of the higher manhole and grade toward both manholes
- (c) Where a steep grade is encountered, grade the trench at the minimum pitch from the end wall of the higher manhole to a point 20 feet plus or minus toward the lower manhole. From this point, follow the street grade at the standard cover to a point 20 feet plus or minimum away from the end wall of the lower manhole. From this point, the remainder of the section shall be laid at the normal pitch.

After the rough excavation is completed, the bottom of the trench shall be prepared to receive the conduit. The duct bed shall be brought to the final grade and graded uniformly from the high point to the low or drainage points. Stone chips or limestone screenings shall be used for grading the trench.

C.2 Placing of Duct

Placing of the duct is to proceed as soon as the duct bed has been completed. All ducts shall be inspected before placing to see that the bores are clean and free from mud, sand, etc. Only ducts with a smooth bore, free from burrs, rough projections etc. shall be used. Where burrs or other rough areas likely to damage cable are found in the duct, they shall be smoothed off by rasping or scraping.

The duct shall be placed on base spacers with the ends staggered so no two couplings are adjacent. This may be accomplished by the use of the short lengths in stock or cutting back full length sections to the desired lengths. If cut pieces are used, the cut end shall be placed at the manhole. The base spacers shall be located within 2 feet of the end of each duct and one base spacer located in the middle of the duct.

Full length pieces shall be used for the balance of the conduit line.

Formations of two ducts or more in height are to be carried forward in full formation, that is, as each tier of twenty foot lengths is laid, the next higher tier of ducts shall then be placed on the intermediate spacers. These intermediate spacers shall be placed on top of the base spacers located within two feet from each duct end and one in the middle of each duct. The intermediate spacers and ducts shall be placed for the remaining tiers. Each length shall be glued into the adjoining coupling. A twist and push on the duct being placed will suffice for a water tight joint. Caution must be exercised in the driving operation, so that neither the coupling nor the duct will be split or damaged in any way. After the full formation has been completed, wood trench and duct bracing shall be placed on the ducts to prevent shifting or floating while the concrete envelope is being placed and during driving operation.

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This procedure shall be followed with succeeding lengths, providing spacers at the proper intervals, until sufficient trench footage of completed formation has been placed and is ready to receive concrete encasement.

The terminating point for mainline conduit will be the inside manhole wall. A standard end bell fitting shall be installed on all duct access points.

A #10 copper tracer wire shall be installed along and above the centerline of the duct for encasement in the concrete. The wire shall be 4 feet longer than the run of conduit and be at least 2 feet long at each access point.

A pull rope shall be installed in each run of conduit, as laid. The rope shall be 4 feet longer than the run of conduit and shall be doubled back at least 2 feet at each raceway access point. The pull rope shall be anchored at each access point in a manner acceptable to the engineer.

C.3 Concreting

After sufficient conduit has been laid and the trench and duct have been inspected, concreting is to begin. The minimum concrete encasement of the ducts shall be 3 inches on the top, 2 inches on the sides, and 3 inches on the bottom. After placing, the concrete shall be puddled with a splicing bar or similar tool so that complete duct encasement is accomplished. Wood braces used to keep the conduit from floating shall be removed before the concrete sets completely and the resultant encasement voids filled with concrete.

Concrete encasement shall be allowed sufficient time to set before backfilling is commenced.

C.4 Slurry Backfill

The backfilling of the conduit shall commence immediately after the duct has been inspected, approved and has had sufficient time to set to withstand the load.

An aggregate slurry as specified shall be used to backfill all concrete encased conduit. The trench shall be slurry backfilled to the proposed or existing subgrade. The mix shall be deposited in the trench directly from a concrete transit mix truck.

D Measurement

The department will measure 4-Duct, 5-Duct, and 8-Duct, Cement Encased, 4-Inch Rigid Non-Metallic Conduit DB-60, furnished and installed at the locations on the plans, by the linear foot, acceptably completed. The measured quantity will equal the linear feet of encased duct, based on the distance along the centerline of duct between ends of conduit.

E Payment

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

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| ITEM NUMBER | DESCRIPTION | UNIT |
|--------------|--|------|
| SPV.0090.900 | 4-Duct Conduit Cement Encased 4-Inch Rigid Nonmetallic | LF |
| | Conduit DB-60 | |
| SPV.0090.901 | 5-Duct Conduit Cement Encased 4-Inch Rigid Nonmetallic | LF |
| | Conduit DB-60 | |
| SPV.0090.902 | 8-Duct Conduit Cement Encased 4-Inch Conduit DB-60 | LF |

Payment is full compensation for furnishing the conduit, conduit bodies, conduit fittings, conduit spacers, end caps and trace wire; for excavating, bedding, encasement and backfilling including any concrete, stone, aggregate slurry, bracing, or other related materials; for disposing of surplus materials; and for making inspections, for installing the conduit, and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work.

82. Lighting System Integrator, SPV.0105.201.

A Description

These special provisions describe coordinating lighting with various parties; record keeping, and documentation. Where the department is responsible for freeway lighting operation, maintenance, or utility locates on existing systems or systems overlapping project boundaries, the contractor's freeway lighting integrator will serve as the contractor's liaison to the department's electrical operations unit.

B (Vacant)

C Construction

Personnel Qualifications: Assign personnel experienced in underground utility construction and department lighting specifications and practices.

At any one time during the project, the contractor shall assign one individual person as the freeway lighting integrator.

The freeway lighting integrator shall:

- Familiarize himself with the location and nature of existing lighting circuits. This familiarity shall include the extent of any lighting system that overlaps project limits.
- Maintain a file of applicable permits or licenses issued to the contractor, and convey copies to the engineer.
- Keep with him at all times a contact list of affected lighting personnel.
- Maintain a record of tagouts and the clearance of tagouts.
- Interface with department electrical personnel to determine how contract limits might affect maintenance or operation of existing systems.

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- Maintain ongoing contact with the department's Diggers' Hotline Coordinator to ensure that each of the two persons knows that all requested utility locates are marked in the field by the appropriate party. The intent here is to assure coordination. This special provision does not transfer additional utility locating responsibilities to the contractor, beyond those responsibilities already assigned to him by other provisions of the contract.
- Inform the department of any lighting outages, including outside the project limits where a lighting system crosses the project boundary.
- Maintain in any format real-time records of existing, removed and new lighting facilities. Include utility service extensions. Additional required records will include temporary connections and their ultimate removal.
- Maintain records of tests, including: "meg" tests, amperage draw per circuit leg, voltage reading at the disconnect, and voltage reading at the furthest pole per circuit leg. Convey these records at time of acceptance or partial acceptance.
- At the time of acceptance or partial acceptance, convey as-built drawings in both the following formats: plan redlines and .dgn electronic. Include utility service extensions.
- Secure copies of operators' manuals, tear sheets, etc. as may be provided by manufacturers of some lighting materials, and convey a minimum of three (3) sets to the department.
- Work with the engineer to notify department electrical personnel of acceptance or partial acceptance.
- Perform related duties as may be needed to ensure continuity of freeway lighting during construction, and orderly transfer upon completion.

D Measurement

The department will measure Lighting System Integrator as one complete lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.201Lighting System IntegratorLS

Payment is full compensation for personnel costs; for all required coordination, record-keeping, and documentation.

83. Lighting System Survey, Item SPV.0105.202.

A Description

These special provisions describe performing lighting system survey using Global Position System (GPS).

B (Vacant)

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C Construction

Locate and survey using GPS all the lighting units and control cabinets. Maintain neat, orderly, and complete survey notes. Enter the coordinates into a Microsoft Excel 2007 spreadsheet along with other required fields as specified by WisDOT.

D Measurement

The department will measure Lighting System Survey for all lighting units and control cabinets as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.202Lighting System SurveyLS

Payment is full compensation for locating and surveying all the lighting units and control cabinets.

84. Underdeck Utility Support Structure B-40-55 City of Milwaukee 12-Inch Water Main, Item SPV.0105.700.

A Description

This special provision describes furnishing and installing the support system for 12-inch pre-insulated water main to the underside of the deck of Structure B-40-55 as shown on the plans. Items included in Utility Support Structure; deck inserts, hangers, all required hardware, and abutment penetrations sleeves and seals.

A.1 Submittals

Address all required submittals to Milwaukee Water Works as follows:

Superintendent Milwaukee Water Works Zeidler Municipal Building 841 North Broadway, Room 409 Milwaukee, WI 53202

B Materials

B.1 General

Underdeck Utility Supports shall be provided to meet the requirements of the latest version of City of Milwaukee Specification 30-D-14, Material Specifications for Pipe, Steel, Seamless Carbon Steel Sizes 6" through 24".

Contractor to furnish and install all materials required to complete this project. City of Milwaukee Material specifications can be found at the following website:

http://city.milwaukee.gov/water/business/standardspecs.htm.

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All materials will require inspection by the City of Milwaukee. Notify Mr. Mark Scheller, (414) 286-2427 or Mr. Steve Brengosz, (414) 708-2808, for materials inspection and the City of Milwaukee's Construction Section, (414) 286-2497, for construction inspection, four working days prior to starting construction.

Provide manufacturer submittals for each component part of the Underdeck Utility Support to the Superintendent of Milwaukee Water Works for approval 30 calendar days prior to ordering materials.

B.2 Concrete Deck Inserts

Provide concrete deck inserts compatible with the selected pipe hangers with a maximum load of 3,000 lbs (minimum for 12" diameter steel water pipe) as indicated on the construction plans.

B.3 Pipe Hangers

Provide trapeze roller style pipe hangers, with oversized rollers to accommodate insulation. Provide all necessary hardware to properly install the hanger in to the concrete deck insert

B.4 Abutment Wall Sleeves

Provide steel sleeves at a minimum of 3" larger than the pipe OD at the abutment penetration.

B.5 Wall Penetration Closures

Provide modular mechanical type pipe to wall penetration closures at abutments, consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and the wall opening. Properly size the seals for pipe OD and wall sleeves ID to obtain proper installation.

C Construction

Construct the support system for the 12-inch insulated water main conforming to section 502 of the standard specifications. Provide maximum hanger spacing for 12-inch pipe of 8-feet or as shown on the plans. Provide not less than two hangers between pipe joints.

It is the contractor's responsibility to properly align the concrete deck inserts with the spacing required by the selected hanger assembly.

D Measurement

The department will measure Underdeck Utility Support Structure B-40-55, City of Milwaukee 12-Inch Water Main, as a single lump sum unit of work for each support system, acceptably completed.

E Payment

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

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ITEM NUMBER DESCRIPTION UNIT SPV.0105.700 Underdeck Utility Support Structure B-40-55 City of LS

Milwaukee 12-Inch Water Main

Payment is full compensation for furnishing and installing the support system including all deck inserts, hangers, all required hardware, and abutment penetrations sleeves and seals.

Furnishing and installing of the steel water main pipe shall be paid for under the item Steel Water Main with 1-5/8-Inch Insulation 12-Inch.

85. Remove Existing Water Main 12-Inch, Item SPV.0105.701.

A Description

This special provision describes the removal of the existing 12-inch steel water main from Structure B-40-55.

B (Vacant)

C Construction

The contractor is responsible for removal of all existing water main, hangers, insulation, couplings other accessory products from under the existing deck of Structure B-40-55.

D Measurement

The department will measure Remove Existing Water Main 12-Inch, 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.0105.701 | Remove Existing Water Main 12-Inch | LS |

Payment is full compensation for furnishing all materials and work required to remove the existing water main, hangers, insulation, couplings other accessory products.

86. Underdeck Utility Structure B-40-55 City of Milwaukee Traffic Signal Interconnect, Item SPV.0105.702.

A Description

This section describes furnishing and installing a City of Milwaukee traffic signal interconnect one-duct package consisting of one 2-Inch Fiberglass Reinforced Epoxy (FRE) conduit, the conduit support system including, embedding of inserts, stainless steel hanger rods, washers and nuts, stainless steel enclosure, stainless steel strut channels and pipe clamps, concrete masonry anchors and the abutment penetrations of Structure B-40-55 shown on the plans.

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B Materials

Use material conforming to the class of material named and as specified. Conduit shall be non-metallic, filament-wound epoxy, suitable for direct burial, concrete encasement, and suspended from bridge members without regard to outdoor ambient. The product shall contain carbon black to provide ultraviolet protection.

The conduit shall have an interference joint system consisting of an integral bell and spigot with interlocking male and female threads. Epoxy adhesive shall be applied on joints per manufacturer's specifications prior to use.

Product shall be listed by Underwriters Laboratories and conform to the National Electrical Code.

The I.D. dimension shall be full, actual trade size with a wall thickness of .096 inches.

All adaptors, couplings, expansion joints and suspended hangers shall be FRE fittings corresponding to and manufactured for use with FRE conduit as specified on the plans. The suspended hanger assemblies shall include stainless steel threaded rods as specified on the plans.

The enclosure shall conform to NEMA 4X specifications and shall be 14 gauge Type 304 stainless steel wall-mount enclosure with continuous hinge as specified on the plans.

The strut channels and pipe clamps shall be 14 gauge Type 304 stainless steel.

Furnish concrete for bridges conforming to standard spec 501, Grade E. Contractor may use premixed bag cement per engineer's approval.

C Construction

Construct according to the pertinent provisions of standard spec 502 and standard spec652 of the standard specifications and the drawing details, and specifications provided.

Install the conduit from the top of the monotube base, down through the base, and place a 90 degree bend in it to extend it, west, out of the monotube base, at the same elevation as and parallel to the existing City of Milwaukee 6-duct package. Extend the conduit from the 90 degree bend, through the box out in the west abutment. From the west abutment, continue the conduit to Station 5+68, 5-feet left of the Wisconsin Avenue reference line. Verify location of conduit run termini with the engineer and City of Milwaukee Traffic Signals Department.

Coupling of the duct sections shall be accomplished and secured by first applying an epoxy adhesive then mating a spigot end into an integral bell end with a blow to the open end of the duct section.

Install all FRE duct and components according to manufacturer's instructions.

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D Measurement

The department will measure Underdeck Utility, Structure B-40-55, City of Milwaukee Traffic Signal Interconnect, 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.0105.702 Underdeck Utility Structure B-40-55 City of Milwaukee LS Traffic Signal Interconnect

Payment is full compensation for furnishing and installing the Underdeck Utility, Structure B-40-55, City of Milwaukee Traffic Signal Interconnect; including the FRE conduit, the conduit support system including the stainless hangers, enclosure, strut channels and pipe clamps, concrete anchors, and for the abutment penetrations. Duct and associated fitting rendered unfit for the contractor in kind at the contractor's own cost and expense shall replace use by the contractor through the contractor's operations. Payment is a full compensation of all incidentals and coordination required to complete this work and being accepted by the City of Milwaukee and the engineer.

87. Underdeck Utility Structure B-40-55 City of Milwaukee Communications Conduit, Item SPV.0105.900.

A Description

This section describes furnishing and installing a duct package of eight, 4-inch diameter, Fiberglass Reinforced Epoxy (FRE) conduits, the conduit support system including all deck inserts and hangars, and the abutment penetrations to the underside of the deck of Structure B-40-55 as shown on the plans.

B Materials

Use material conforming to the class of material named and as specified. Conduit shall be non-metallic, filament-wound epoxy, suitable for direct burial, concrete encasement, and suspended from bridge members without regard to outdoor ambient light. The product shall contain carbon black to provide ultraviolet protection.

The conduit shall have an interference joint system consisting of an integral bell and spigot with interlocking male and female threads. Epoxy adhesive shall be applied on joints per manufacturer's specifications prior to use.

Product shall be listed by Underwriters Laboratories and conform to the National Electrical Code.

The ID dimension shall be full, actual trade size.

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All adaptors, couplings, expansion joints and suspended hangers shall be FRE fittings corresponding to and manufactured for use with FRE conduit as specified on the plans. The suspended hanger assemblies shall include stainless steel threaded concrete inserts as specified on the plans.

Epoxy coated reinforcement tie bar shall conform to standard spec 505.

C Construction

Construct according to the pertinent provisions of standard spec 502 and standard spec 652 and specifications provided by the City of Milwaukee, Articles 207, 208, 209, 210 and 211.

The eight-duct package to be installed on B-40-55 consists of eight 4-inch ducts, one high by eight wide.

Install the conduit 5 feet beyond the back of the bridge abutment walls. Install a fiberglass to PVC adaptor on the end of each duct and temporarily cap.

Coupling of the duct sections shall be accomplished and secured by first applying epoxy adhesive then mating a spigot end into an integral bell end with a blow to the open end of the duct section.

Submit shop drawings for all deck inserts, hangers, braced hangers, expansion couplings and hanger spacing to Ms. Karen Rogney at (414) 286-3243 of the City of Milwaukee for review 30 business days in advance of the bridge deck placement.

Install all FRE duct and components according to the manufacturer's instructions.

D Measurement

The department will measure Underdeck Utility Structure B-40-55 City of Milwaukee Communications Conduit, as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER **DESCRIPTION UNIT** Underdeck Utility Structure B-40-55 City of SPV.0105.900 LS

Milwaukee Communications Conduit

Payment is full compensation for furnishing and installing the Underdeck Utility Crossing, Structure B-40-55, City of Milwaukee Conduit; including the FRE conduit, the conduit support system including the stainless steel deck inserts and hangars, epoxy coated hanger tie bar, and the abutment penetrations. Duct and associated fittings rendered unfit for use by the contractor through the contractor's operations shall be replaced by the contractor in kind at the contractor's own cost and expense.

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88. Underdeck Utility Structure B-40-55 City of Milwaukee Electrical Conduit, Item SPV.0105.901.

A Description

This section describes furnishing and installing a duct package of four, 4-inch diameter, Fiberglass Reinforced Epoxy (FRE) conduits for the entire length of the bridge with one additional 4-inch diameter FRE conduit from the west abutment to the monotube base location, the conduit support system including all deck inserts and hangars, and the abutment penetrations to the underside of the deck of Structure B-40-55 as shown on the plans.

B Materials

Use material conforming to the class of material named and as specified. Conduit shall be non-metallic, filament-wound epoxy, suitable for direct burial, concrete encasement, and suspended from bridge members without regard to outdoor ambient light. The product shall contain carbon black to provide ultraviolet protection.

The conduit shall have an interference joint system consisting of an integral bell and spigot with interlocking male and female threads. Epoxy adhesive shall be applied on joints per manufacturer's specifications prior to use.

Product shall be listed by Underwriters Laboratories and conform to the National Electrical Code.

The ID dimension shall be full, actual trade size.

All adaptors, couplings, expansion joints, radius bends and suspended hangers shall be FRE fittings corresponding to and manufactured for use with FRE conduit as specified on the plans. The suspended hanger assemblies shall include stainless steel threaded concrete inserts as specified on the plans.

Epoxy coated reinforcement tie bar shall conform to standard spec 505.

C Construction

Construct according to the pertinent provisions of section 502 and 652 of the standard specifications and specifications provided by the City of Milwaukee, Articles 207, 208, 209, 210 and 211.

The duct package to be installed on B-40-55 consists of five 4-inch ducts, one high by five wide from the west abutment to the proposed monotube location and four 4-inch ducts from the proposed monotube location to the east abutment.

Install the conduit 5 feet beyond the back of the bridge abutment walls. Install a fiberglass to PVC adaptor on the end of each duct and temporarily cap.

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Coupling of the duct sections shall be accomplished and secured by first applying epoxy adhesive then mating a spigot end into an integral bell end with a blow to the open end of the duct section

Submit shop drawings for all deck inserts, hangers, braced hangers, expansion couplings and hanger spacing to Ms. Karen Rogney at (414) 286-3243 of the City of Milwaukee for review 30 business days in advance of the bridge deck placement.

Install all FRE duct and components according to the manufacturer's instructions.

D Measurement

The department will measure Underdeck Utility Structure B-40-55 City of Milwaukee Electrical Conduit, as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.901 Underdeck Utility Structure B-40-55 City of Milwaukee LS

Conduit

Payment is full compensation for furnishing and installing the Underdeck Utility Crossing, Structure B-40-55, City of Milwaukee Electrical Conduit; including the FRE conduit, the conduit support system including the stainless steel deck inserts and hangars, epoxy coated hanger tie bar, and the abutment penetrations. Duct and associated fittings rendered unfit for use by the contractor through the contractor's operations shall be replaced by the contractor in kind at the contractor's own cost and expense.

89. Removing Loose Concrete Overhead, Item SPV.0165.401.

A Description

This special provision describes removing overhead deteriorated concrete on structures as identified by the engineer, shown on the plans and applying a migrating corrosion inhibitor to areas of exposed steel reinforcing and concrete. Perform work in accordance to the pertinent parts of standard spec 517 and the details as shown in the plans.

B Materials

B.1 General

Furnish corrosion inhibitor that is in accordance to the pertinent requirements of standard spec 517. The corrosion inhibitor will be: MCI - 2020 V/O, migrating corrosion inhibitor for vertical and overhead applications, with the following typical physical properties:

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- Color appearance: clear yellow viscous liquid,
- pH: 9.0 9.7 (neat),
- Density: 8.6 8.8 lb./gal. (1.03 1.05 kg/liter),
- Viscosity (or flow) similar to syrup and higher than water.
- Odor: slight ammonia smell.
- Non-volatile content: 20 27 %.

Migrating corrosion inhibitor provided in this section shall conform to the requirements for each type and class of concrete required, with the following typical physical properties and requirements:

- Organic liquid
- Water-based
- Non-flammable
- Non-vapor barrier
- Non-toxic, oral LD 50 2000 g/kg maximum, or lower
- Protects both anodic and cathodic areas
- Does not contain calcium nitrite
- Non-polluting after flushing or dilution
- Non-harmful to plant life after flushing or dilution
- Approved for potable water applications by NSF Standard 61
- Certified for potable water applications by Underwriters Laboratories
- Not carcinogenic under Occupational Safety and Health Agency, NTP, or IARC
- Seven year minimum usage experience as a migrating corrosion inhibitor,
- Confirmed effective by ASTM G 109
- Proven effective as reported by the Strategic Highway Research Program funded by the United States of America, Department of Transportation (DOT), federal government and state DOT's.

C Construction

C.1 Preparation

Remove all deteriorated concrete. Sawcutting of edges is not needed. Concrete and adjacent surfaces should be dry, clean, and free of all dirt, oil, grease, efflorescence, sealers, coatings, curing compounds, membranes, rubber tire marks, and asphalt. Clean surface by steam cleaning, water blasting, sandblasting, or shot blasting. Use an air compressor with water and oil trap to ensure the cleaning method does not apply materials intended for removal. Use brush, broom, sweeper, or air compressor on surfaces as final cleaning before application. Use brush, broom, sweeper, or air compressor to chase cracks as final cleaning before application. Do not apply if the ambient temperature near the applied concrete surface is expected to be below freezing water temperature within 12 hours of application.

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C.2 Surface Application

Use se MCI - 2020 V/O for vertical or overhead surface applications. Apply the solution by spray (conventional airless or hand pressure spray equipment), roller, squeegee, or paintbrush. Apply at rate of 150 square feet per gallon (3.7 square meters per liter). Minimal dry time is required and is usually minutes after treatment. Use of concrete substrate, such as for traffic, may resume when treatment is dry to touch.

D Measurement

The department will measure Removing Loose Overhead Concrete 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 NUMBERDESCRIPTIONUNITSPV.0165.401Removing Loose Concrete OverheadSF

Payment is full compensation for concrete removal and disposal, cleaning preparation, furnishing, and applying the product.

90. Concrete Cure and Seal Treatment, Item SPV.0165.501.

A Description

This work includes treating all existing piers and full-height retaining abutments, as well as surface repair to these substructure units, with a surface cure and seal treatment as shown on plans, and as hereinafter provided.

B Materials

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

C Construction

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

D Measurement

The department will measure Concrete 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.0165.501 Concrete Cure and Seal Treatment SF

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

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91. Geotextile Fabric, Type FF, Item SPV.0180.001.

A Description

This special provision describes furnishing, installing and removing geotextile fabric and fabric hold down systems for filtering storm water as shown on the plans, as hereinafter provided, and as approved by the engineer.

B Materials

Provide type FF geotextile fabrics selected from the department's erosion control product acceptability list (PAL). Interested parties may obtain copies of the erosion control PAL and pregualification procedure from the Bureau of Technical Services.

C Construction

Geotextile Fabric, Type FF shall meet the pertinent requirements as set forth in standard spec 645.3 and as hereinafter provided: Install the Type FF geotextile fabric in accordance to the plan details for the intended use in such a manner to preclude ripping and tearing of the fabric, or otherwise rendering the fabric or assembly ineffective for its intended use.

D Measurement

The department will measure Geotextile Fabric, Type FF 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 NUMBERDESCRIPTIONUNITSPV.0180.001Geotextile Fabric, Type FFSY

Price is full compensation for furnishing, transporting, installing and removing the fabric and fabric hold down systems.

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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. <u>Document</u> all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related 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. <u>Evaluate DBE quotes</u> as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
 - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, *a discussion with the DBE firm* regarding its

capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.

- ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
- iii. Special Circumstance: Evaluation of DBE quotes with 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
- 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.
 - 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. <u>Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.</u> 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 p ☐ No, we are not interested in quo ☐ Please take our name off your n ☐ We have questions about quotin | oting on the nonthly DBl ng this lettin | letting or it E contact li | es items refer st | ne contact m | ne at this nur | | |
| Prime Contractor 's Contact Perso | n | _ | | DBE Co | ontractor Co | ntact Person | |
| TNI | | | TO! | | | | |
| Phone: | | _ | Phone | | | | |
| Fax:Email: | | _ | Fax Email | | | | |
| Eman: | | _ | Eman | | | | |
| Please circle t | he jobs and | l items you | ı will be qu | oting belov | w | | |
| Proposal No. | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 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 We prefer quotes be sent via SBN but pr If there are further questions please direct the | ime's prefe | rred altern | ative's are | acceptable | | | |

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

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

Primes

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

DBE

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

APPENDIX C Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

- 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;
- 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

November 2013 ASP-4

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Release of Routine Retainage

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

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

Make the following revisions to the 2014 edition of the standard specifications:

101.3 Definitions

Replace the definition of semi-final estimate with the following effective with the December 2013 letting:

Semi-final estimate An estimate indicating the engineer has measured and reported all contract quantities and materials requirements.

105.11.1 Partial Acceptance

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

(2) Partial acceptance will relieve the contractor of maintenance responsibility for the designated portion of the work. By relieving the contractor of maintenance, the department does not relieve the contractor of responsibility for defective work or damages caused by the contractor's operations. Do not construe partial acceptance to be conditional final acceptance or final acceptance of any part of the project, or a waiver of any legal rights specified under 107.16.

105.11.2 Final Acceptance

Retitle and replace the entire text with the following effective with the December 2013 letting:

105.11.2 Project Acceptance

105.11.2.1 Inspection

105.11.2.1.1 General

- (1) Notify the engineer when the project is substantially complete as defined in 105.11.2.1.3. As soon as it is practical, the engineer will inspect the work and categorize it as one of the following:
 - 1. Unacceptable or not complete.
 - 2. Substantially complete.
 - 3. Complete.

105.11.2.1.2 Unacceptable or Not Complete

- (1) The engineer will identify, in writing, work that is unacceptable or not complete. Immediately correct or complete that work. The engineer will assess contract time until the work is corrected or completed.
- (2) Proceed as specified in 105.11.2.1.1 until the engineer determines that the work is complete.

105.11.2.1.3 Substantially Complete

- (1) The project is substantially complete and the engineer will no longer assess contract time if the contractor has completed all contract bid items and change order work, except for the punch-list. As applicable, the following must have occurred:
 - 1. All lanes of traffic are open on a finished surface.
 - 2. All signage and traffic control devices are in place and operating.
 - 3. All drainage, erosion control, excavation, and embankments are completed.
 - 4. All safety appurtenances are completed.
- (2) The engineer will provide a written punch-list enumerating work the contractor must perform and documents the contractor must submit before the the engineer will categorize the work as complete.
 - 1. Punch-list work includes uncompleted cleanup work required under 104.9 and minor corrective work. Immediately correct or complete the punch-list work. The engineer may restart contract time if the contractor does not complete the punch-list work within 5 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 5-day requirement.
 - Punch-list documents include whatever contract required documentation is missing. The engineer may
 restart contract time if the contractor does not submit the punch-list documents within 15 business days
 after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 15day requirement.

(3) Proceed as specified in 105.11.2.1.1 until the work is complete.

105.11.2.1.4 Complete

(1) The project is complete when the contractor has completed all contract bid items, change order work, and punch-list work including the submission of all missing documentation.

105.11.2.2 Conditional Final Acceptance

(1) When the engineer determines that the project is complete, the engineer will give the contractor written notice of conditional final acceptance relieving the contractor of maintenance responsibility for the completed work.

105.11.2.3 Final Acceptance

- (1) The engineer will grant final acceptance of the project after determining that all contract is work complete; all contract, materials, and payroll records are reviewed and approved; and the semi-final estimate quantities are final under 109.7.
- (2) Failure to discover defective work or materials before final acceptance does not prevent the department from rejecting that work or those materials later. The department may revoke final acceptance if the department discovers defective work or materials after it has accepted the work.

105.13.3 Submission of Claim

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

(1) Submit the claim to the project engineer as promptly as possible following the submission of the Notice of Claim, but not later than final acceptance of the project as specified in 105.11.2.3. If the contractor does not submit the claim before final acceptance of the project, the department will deny the claim.

107.17.3 Railroad Insurance Requirements

Replace paragraph one with the following effective with the December 2013 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 engineer determines that the work is complete as specified in 105.11.2.1.4.

107.26 Standard Insurance Requirements

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

(1) Maintain the following types and limits of commercial insurance in force until the engineer determines that the work is complete as specified in 105.11.2.1.4.

TABLE 107-1 REQUIRED INSURANCE AND MINIMUM COVERAGES

| | TYPE OF INSURANCE | MINIMUM LIMITS REQUIRED[1] |
|----|---|--|
| 1. | Commercial general liability insurance endorsed to include blanket contractual liability coverage. [2] | \$2 million combined single limits per occurrence with an annual aggregate limit of not less than \$4 million. |
| 2. | Workers' compensation. | Statutory limits |
| 3. | Employers' liability insurance. | Bodily injury by accident: \$100,000 each accident Bodily injury by disease: \$500,000 each accident \$100,000 each employee |
| 4. | Commercial automobile liability insurance covering all contractor-owned, non-owned, and hired vehicles used in carrying out the contract. [2] | \$1 million-combined single limits per occurrence. |

The contractor may satisfy these requirements with primary insurance coverage or with excess/umbrella policies.

108.14 Terminating the Contractor's Responsibility

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

(1) The contractor's responsibilities are terminated, except as set forth in the contract bond and specified in 107.16, when the department grants final acceptance as specified in 105.11.2.3.

109.2 Scope of Payment

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

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the applicable bid items including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
 - 1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
 - 2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
 - The nature of the work.
 - The action of the elements.
 - Unforeseen difficulties encountered during prosecution of the work.
 - 3. All insurance costs, expenses, and risks connected with the prosecution of the work.
 - 4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
 - 5. All infringements of patents, trademarks, or copyrights.
 - 6. All other expenses incurred to complete and protect the work under the contract.

The Wisconsin Department of Transportation, its officers, agents, and employees shall be named as an additional insured under the general liability and automobile liability insurance.

109.6.1 General

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

- (3) The department's payment of an estimate before conditional final acceptance of the work does not constitute the department's acceptance of the work, and does not relieve the contractor of responsibility for:
 - 1. Protecting, repairing, correcting, or renewing the work.
 - 2. Replacing all defects in the construction or in the materials used in the construction of the work under the contract, or responsibility for damage attributable to these defects.
- (4) The contractor is responsible for all defects or damage that the engineer may discover on or before the engineer's conditional final acceptance of the work. The engineer is the sole judge of these defects or damage, and the contractor is liable to the department for not correcting all defects or damage.

109.7 Acceptance and Final Payment

Replace paragraphs one and two with the following effective with the December 2013 letting:

- (1) After the engineer grants conditional final acceptance of the work as specified in 105.11.2.2 and reviews required document submittals and materials test reports, the engineer will issue the semi-final estimate.
- (2) Within 30 calendar days after receiving the semi-final estimate, submit to the engineer a written statement of agreement or disagreement with the semi-final estimate. For an acceptable statement of disagreement, submit an item-by-item list with reasons for each disagreement. If the contractor does not submit this written statement within those 30 days, the engineer will process the final estimate for payment. The engineer and the contractor can mutually agree to extend this 30-day submission requirement.

450.3.3 Maintaining the Work

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

(1) Protect and repair the prepared foundation, tack coat, base, paved traffic lanes, shoulders, and seal coat. Correct all rich or bleeding areas, breaks, raveled spots, or other nonconforming areas in the paved surface.

455.3.2.5 Maintaining Tack Coat

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

(1) Protect and repair the existing surface and the tack coat. Correct areas with excess or deficient tack material and any breaks, raveled spots, or other areas where bond might be affected.

520.3.8 Protection After Laying

Delete the entire subsection.

614.2.1 General

Replace paragraphs five and six with the following effective with the December 2013 letting:

- (5) Furnish zinc coated wire rope and fitting conforming to the plans and galvanized according to ASTM A741.
- (6) Before installation store galvanized components above ground level and away from surface run off. The department may reject material if the zinc coating is physically damaged or oxidized.
- (7) Provide manufacturer's drawings, and installation and maintenance instructions when providing proprietary systems.

614.2.3 Steel Rail and Fittings

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

(1) Furnish galvanized steel rail conforming to AASHTO M180 class A, type II beam using the single-spot test coating requirements. Furnish plates, anchor plates, post mounting brackets, and other structural steel components conforming to 506.2.2.1 and hot-dip galvanized according to ASTM A123.

614.2.7 Crash Cushions

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

(1) Furnish permanent and temporary crash cushions from the department's approved products list. Use cushions as wide or wider than the plan back-width. Furnish transitions conforming to the crash cushion manufacturer's design and specifications. Submit manufacturer crash cushion and transition design details to engineer before installing.

616.3.1 General

Replace paragraph six with the following effective with the December 2013 letting:

(6) Remove and dispose of all excess excavation and surplus materials from the fence site.

618.3.3 Restoration

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

(1) Upon termination of hauling operations and before conditional final acceptance, restore all haul roads, including drainage facilities and other components, to the equivalent of pre-hauling conditions.

627.3.1 General

Replace paragraph four with the following effective with the December 2013 letting:

(4) Maintain the mulched areas and repair all areas damaged by wind, erosion, traffic, fire or other causes.

637.3.2.1 General

Delete paragraph three effective with the December 2013 letting.

670.3.4.2 Post-Construction Work

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

- (1) Submit 5 copies of ITS documentation including but not limited to the following:
 - Operator's manual: for contractor furnished equipment, submit a manual containing detailed operating instructions for each different type or model of equipment and or operation performed.
 - Maintenance procedures manuals: for contractor furnished equipment, submit a manual containing detailed preventive and corrective maintenance procedures for each type or model of equipment furnished.
 - Cabinet fiber optic wiring diagram: submit a cabinet wiring diagram, identified by location for each
 cabinet. Include both electrical wiring and fiber optic conductor and cable connections. Place one copy
 of the fiber optic wiring diagram in a weatherproof holder in the cabinet. Deliver the other copies to the
 engineer.
 - As-built drawings: submit final as-built drawings that detail the final placement of all conduit, cabling, equipment, and geometric modifications within the contract. Provide all documentation in an electronic format adhering to the region's ITS computer aided drafting standards and according to the department's as-built requirements. The department will review the as-built drawings for content and electronic format. Modify both the content and format of as-built drawings until meeting all requirements.
 - Equipment inventory list: submit an inventory list including serial number, make, model, date installed, and location installed of all equipment installed under the contract.

Errata

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

415.3.14 Protecting Concrete

Correct errata by referencing the opening to service specification.

(1) Erect and maintain suitable barricades and, if necessary, provide personnel to keep traffic off the newly constructed pavement until it is opened for service as specified in 415.3.15. Conform to 104.6 for methods of handling and facilitating traffic.

501.2.9 Concrete Curing Materials

Correct errata by changing AASHTO M171 to ASTM C171.

(2) Furnish sheeting conforming to ASTM C171 for white opaque polyethylene film, except that the contractor may use clear or black polyethylene for cold weather protection.

607.2 Materials

Correct errata by changing AASHTO M198 to ASTM C990.

(1) Use materials conforming to the requirements for the class of material named and specified below.

| Composite pipe, couplings, fittings and joint materials | ASTM D2680 |
|--|------------|
| Annular rubber and plastic gaskets for flexible, watertight joints | ASTM C990 |
| External rubber gaskets, mastic, and protective film | ASTM C877 |
| Mortar | 519.2.3 |

637.2.1.3 Sheet Aluminum

Correct errata by changing ASTM B449 to B921 and eliminating the specification for coating thickness.

(4) Degrease, etch, and coat the sign blank on both sides with a chromate treatment conforming to ASTM B921, class 2.

637.3.3.4 Performance

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

- (1) Under 105.11.2.3 the department may revoke acceptance and direct the contractor to repair or replace previously accepted sign installations if the department subsequently discovers evidence of defective materials or improper installation. Deficiencies that warrant department action include but are not limited to the following:
 - Sign posts more than five degrees out of plumb.
 - Signs twisted by more than 5 degrees from plan orientation.
 - Signs with delaminated or warped plywood.
 - Signs with bubbling, fading, delaminating, or buckling sheeting.

646.3.3.4 Proving Period

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

(4) Replace all marking within sections with a percent failing more than 10% and repair or replace all markings that, in the engineer's assessment, show evidence of improper construction. If post-acceptance inspections uncover evidence of defective materials or improper construction, the department may revoke acceptance under 105.11.2.3.

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

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

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

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on 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 federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

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

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. "First Tier Covered
 Transactions" refers to any covered transaction between a
 grantee or subgrantee of Federal funds and a participant (such
 as the prime or general contract). "Lower Tier Covered
 Transactions" refers to any covered transaction under a First
 Tier Covered Transaction (such as subcontracts). "First Tier
 Participant" refers to the participant who has entered into a
 covered transaction with a grantee or subgrantee of Federal
 funds (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (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:
- 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:

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

Goals for female participation for each trade: 6.9%

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

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

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

As referred to in this section, the Director means:

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

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

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

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

APRIL 2013

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.4 to ensure compliance with this "Buy America" provision.

http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.4

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/ws4567.doc

1 of 1

WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contacts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this in not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

- 1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
- 2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
- 3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
- 4. The unlisted classification must be commonly employed in the area where the project is located.
- 5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
- 6. The request should be made prior to the actual performance of the work by the unlisted classification.
- 7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
- 8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

ANNUAL PREVAILING WAGE RATE DETERMINATION FOR ALL STATE HIGHWAY PROJECTS MILWAUKEE COUNTY

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

| TRADE OR OCCUPATION | HOURLY BASIC RATE OF PAY | HOURLY FRINGE <u>BENEFITS</u> \$ | TOTAL |
|---|--|---|-------------------|
| Bricklayer, Blocklayer or Stonemason | 35.58 | 19.20 | 54.78 |
| Carpenter | 32.93 | 19.81 | 52.74 |
| Future Increase(s): Add \$.75/hr on 6/3/2013. Add \$1.25/hr on 6/2/201 Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate of Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | 4. | | ial Day, |
| Cement Finisher | 30.69 | 17.53 | 48.22 |
| Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic ra Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency requir artificial illumination with traffic control and the work is completed after | ite on Sunday, Ne Day. 2) Add \$1.40/ res that work be p | w Year's Day, Me hr when the Wiso erformed at night | morial consin |
| Electrician | 31.54 | 21.14 | 52.68 |
| Fence Erector | 28.00 | 4.50 | 32.50 |
| Ironworker | 31.31 | 21.99 | 53.30 |
| Line Constructor (Electrical) | 31.29 | 15.34 | 46.63 |
| Painter | 29.22 | 16.69 | 45.91 |
| Pavement Marking Operator | 29.22 | 16.69 | 45.91 |
| Piledriver | 29.56 | 23.86 | 53.42 |
| Roofer or Waterproofer | 29.40 | 15.05 | 44.45 |
| Teledata Technician or Installer | 24.65 | 15.67 | 40.32 |
| Tuckpointer, Caulker or Cleaner | 34.35 | 11.13 | 45.48 |
| Underwater Diver (Except on Great Lakes) | 37.45 | 19.45 | 56.90 |
| Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONL | LY 29.64 | 17.06 | 46.70 |
| Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate or | | 14.64 ear's Day, Memor | 45.24 ial Day, |

MILWAUKEE COUNTY Page 2

| TRADE OR OCCUPATION | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL | |
|--|---|---|---|--|
| | | \$ | \$ | |
| Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | | * | | |
| 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 | |
| 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 Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | | ar's Day, Memor | ial Day, | |
| Articulated, Euclid, Dumptor, 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 r Day, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT's website for details about the applicability of this night wo http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sl | Day. 2) Add \$1.50/ rk premium at: | | | |
| Pavement Marking Vehicle | 23.84 | 14.90 | 38.74 | |
| Shadow or Pilot Vehicle | 33.22 | 18.90 | 52.12 | |
| Truck Mechanic | 22.50 | 16.19 | 38.69 | |
| LABORERS | | | | |
| General Laborer Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2 | 25.39 | 18.40 | 43.79 | |
| Premium Pay: Add \$.15/hr for air tool operator, joint sawer and filler (mechanical hand operated), chain saw operator and demolition bur bituminous worker (raker and luteman), formsetter (curb, sidewalk a \$.50/hr for line and grade specialist; Add \$.65/hr for blaster and pow \$2.46/hr for bottomman; Add \$3.23/hr for pipelayer. / DOT PREMIUN on Sunday, New Year's Day, Memorial Day, Independence Day, Labe 2) Add \$1.25/hr for work on projects involving temporary traffic contrawhen work under artificial illumination conditions is necessary as recoprep time prior to and/or cleanup after such time period). | ming torch laborer; and pavement) and derman; Add \$2.01 MS: 1) Pay two time or Day, Thanksgivir ol setup, for lane arquired by the project | Add \$.35/hr for strike off man; Ad /hr for topman; A es the hourly basing Day & Christmad shoulder closet provisions (incl | dd dd ic rate nas Day. ures, uding | |
| Asbestos Abatement Worker | 18.00 | 0.00 | 18.00 | |
| Landscaper | 25.39 | 18.40 | 43.79 | |
| 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 r Day, Independence Day, Labor Day, Thanksgiving Day & Christmas involving temporary traffic control setup, for lane and shoulder closu conditions is necessary as required by the project provisions (includ such time period). | Day. 2) Add \$1.25/ res, when work und | hr for work on pr der artificial illum | ojects ination | |
| Flagperson or Traffic Control Person Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic r Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency requ artificial illumination with traffic control and the work is completed aft | rate on Sunday, Nev Day. 2) Add \$1.25/ iires that work be pe | hr when the Wisc erformed at night | consin | |

MILWAUKEE COUNTY Page 3

| TRADE OR OCCUPATION | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS \$ | TOTAL |
|--|--|------------------------------------|-------|
| Fiber Optic Laborer (Outside, Other Than Concrete Encased) | | ५ 15.03 | 32.27 |
| Railroad Track Laborer | 14.50 | 3.53 | 18.03 |
| Trailload Track Laborel | 14.50 | | 10.03 |
| HEAVY EQUIPMENT OPERATORS | | | |
| Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Towe Derrick, With or Without Attachments, With a Lifting Capacity of Over 10 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 L 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 rad Day, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.sh | r or 00 .bs., ate on Sunday, Ne Day. 2) Add \$1.50/ k premium at: | | |
| Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilo (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$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 raday, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.sh | r or ; er; t ate on Sunday, Ne Day. 2) Add \$1.50/ k premium at: | | |
| Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screation Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vlbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gut Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane Wlth a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Gr 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 F Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor o Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type) | ter Tub rout); Rig; | 19.90 | 54.12 |

MILWAUKEE COUNTY Page 4

| TRADE OR OCCUPATION | HOURLY BASIC RATE OF PAY | HOURLY FRINGE BENEFITS | TOTAL |
|---|---|------------------------------|-------|
| | | | \$ |
| Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winck & A- Frames. 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 rat Day, Independence Day, Labor Day, Thanksgiving Day & Christmas D See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. shtr | te on Sunday, Nev lay. 2) Add \$1.50/l premium at: m. | | |
| 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 Industria Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performi Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Je Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on t Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or WIthout Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rat Day, Independence Day, Labor Day, Thanksgiving Day & Christmas D See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. shtr | I ing eep the te on Sunday, Nev lay. 2) Add \$1.50/h | | |
| 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 Machin Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or We Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rat Day, Independence Day, Labor Day, Thanksgiving Day & Christmas D See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. shtr | g 33.67 ne); ell te on Sunday, Nev lay. 2) Add \$1.50/h | | |
| Fiber Optic Cable Equipment. | 20.00 | 7.88 | 27.88 |
| Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer. | 37.45 | 19.45 | 56.90 |
| Work Performed on the Great Lakes Including 70 Ton & Over Tug Operat Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydra Dredge Leverman or Diver's Tender; Mechanic or Welder. | | 19.45 | 56.90 |
| Work Performed on the Great Lakes Including Deck Equipment Operator Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lb or More); Tug, Launch or Loader, Dozer or Like Equipment When Operator a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. | S. | 19.15 | 46.90 |
| Work Performed on the Great Lakes Including Deck Equipment Operator Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY. | s C | 19.15 | 46.90 |
| | | | |

SUPERSEDES DECISION WI20120010 U. S. DEPARTMENT OF LABOR (DAVIS-BACON ACT, MINIMUM WAGE RATES)

Truck Drivers:

Three or More Axles; Euclids, Dumptor &

STATE: Wisconsin (E GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

| | | Basic Hourly | Fringe |
|----------|---|--------------|----------|
| LABORE | RS CLASSIFICATION: | Rates | 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 (Shovel | er, | |
| | Loader, Utility Man); Batch Truck Dumper; or Cement | Handler; | |
| | Bituminous Worker; (Dumper, Ironer, Smoother, Tampe | er); | |
| | Concrete Handler | \$26.06 | 18.15 |
| Group 2: | Air Tool Operator; Joint Sawer and Filler (Pavement); | | |
| | Vibrator or Tamper Operator (Mechanical Hand Operator | ed); | |
| | Chain Saw Operator; Demolition Burning Torch Labore | er26.21 | 18.15 |
| Group 3: | Bituminous Worker (Raker and Luteman); Formsetter | | |
| | (Curb, Sidewalk, and Pavement); Strike Off man | 26.41 | 18.15 |
| Group 4: | Line and Grade Specialist | 26.56 | 18.15 |
| Group 5: | Blaster and Powderman | 26.71 | 18.15 |

DATE: September 27, 2013

Fringe

Benefits

Basic Hourly

Rates

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; Modification #2 dated June 7, 2013; Modification #3 dated July 19, 2013; Modification #4 dated August 23, 2013; Modification #5 dated September 13, 2013; Modification #6 dated September 27, 2013.

CLASSES OF LABORER AND MECHANICS

| Bricklayer | | |
|--------------------------------|-------|------------|
| Carpenter | 30.52 | 14.41 |
| Piledriverman | 27.25 | 19.46 |
| Ironworker | 30.52 | 23.47 |
| Cement Mason/Concrete Finisher | 30.69 | 17.53 |
| 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 | | |
| Millwrights | 26.32 | 13.98 |
| Painter, Brush | | |
| Painter, Spray and Sandblaster | 30.27 | 18.79 |
| Painter, Bridge | | |
| Well Drilling: | | |
| Well Driller | 16.52 | 3.70 |

SUPERSEDES DECISION WI20120010 U. S. DEPARTMENT OF LABOR (DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

| POWER EQUIPMENT OPERATORS CLASSIFICATION: | Basic Hourly Rates | Fringe <u>Benefits</u> | POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued) | Basic Hourly <u>Rates</u> | Fringe <u>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 | \$36.72 | \$20.10 | (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); | | |
| 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 | \$36.22 | \$20.10 | tugger; boatmen; winches and A-frames; post driver; material hoist operator | \$35.72 | \$20.10 |
| 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 | | | machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner | \$35.46 | \$20.10 |
| 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 | | | 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 | | \$20.10 \$20.10 |
| 3 cu. yds.; grader or motor patrol; tractor | | | EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours | | |

DATE: September 27, 2013

STATE: Wisconsin

Area3-

GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

TREMPEALEAU, VERNON and WASHBURN COUNTIES
FLORENCE (townships of Aurora, Commonwealth, Fern,

Florence and Homestead), MARINETTE (Niagara township)

| LABORERS CLASSIFICATION: | Rates | <u>Benefits</u> | | |
|---|--------------------|-----------------|-----------|--|
| | | | Area4- | BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke |
| | | | | and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West |
| Electricians | | | | boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and |
| Area 1 | . \$28.40 | 16.676 | | Hutchins) COUNTIES. |
| Area 2: | | | | |
| Electricians | . 29.13 | 17.92 | Area5- | ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, |
| Area 3: | | | | JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of |
| Electrical contracts under \$130,000 | | 16.85 | | Wausaukee), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto |
| Electrical contracts over \$130,000 | | 16.97 | | County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and |
| Area 4: | . 28.10 | 17.24 | | Hutchins), VILAS AND WOOD COUNTIES |
| Area 5 | . 28.61 | 16.60 | | |
| Area 6 | . 35.25 | 19.30 | Area6- | KENOSHA COUNTY |
| Area 8 | | | Area8- | DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington |
| Electricians | . 30.60 | 24.95% + 10.33 | Alca 0 - | township), ROCK and WALWORTH COUNTIES |
| Area 9: | | | | tomicinp), Noon and Wile Worth Ocolumb |
| Electricians | | 18.71 | Area9- | COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), |
| Area 10 | . 28.97 | 19.55 | Alcas | GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE |
| Area 11 | . 31.91 | 23.60 | | (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES |
| Area 12 | . 32.87 | 19.23 | | (except townships of Neshkoka, Crystal Lake, Newton and Springred), and Shork Cook hills |
| Area 13 | . 32.82 | 22.51 | Area 10 - | CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester |
| | | | Alea IU- | Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES |
| Teledata System Installer | | | | Township), I OND DO LAC, MANTOWOC (Scribbwig), and Strebot GAN COONTIES |
| Area 14 | | | Area 11 - | DOUGLAS COUNTY |
| Installer/Technician | . 21.89 | 11.83 | Alea III- | DOUGLAS COUNTY |
| Sound & Communications | | | Area 12 - | RACINE (except Burlington township) COUNTY |
| | | | | |
| Area 15 | . 16.47 | 14.84 | Area 13 - | MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES |
| Installer | - | | | |
| Technician | . 24.75 | 16.04 | Area 14 - | Statewide. |
| Area 1 - CALUMET (except township of New Holstein), C | REEN LAKE | | A 15 | DODGE (E. CH. 2C'. L.). CL. (T. L.). E. (T.). FOND DILLAG |
| (N. part, including Townships of Berlin, St. Marie | | | Area 15 - | DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC |
| MARQUETTE (N. part, including Townships of | Crystal Lake, Nesh | koro, Newton & | | (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, |
| Springfield), OUTAGAMIE, WAUPACA, WAUS | | | | AND WAUKESHA COUNTIES. |
| Area O ACHI AND DADDON DAVELE D BUEFALO | DUDNETT OUT | | | |
| Area 2 - ASHLAND, BARRON, BAYFIELD, BUFFALO, | | PEVVA, | | |
| CLARK (except Mayville, Colby, Unity, Shermar | , Fremont, | · - | | |
| Lynn and Sherwood), CRAWFORD, DUNN, EAU | | | | |
| IRON, JACKSON, LA CROSSE, MONROE, PEI | , , | _K, | | |
| PRICE, RICHLAND, RUSK, ST. CROIX, SAWY | ER, TAYLOR, | | | |

DATE: September 27, 2013

FEBRUARY 1999

NOTICE TO BIDDERS WAGE RATE DECISION

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

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

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

Page 1 of 1

Wisconsin Department of Transportation PAGE: 1 DATE: 10/29/13 SCHEDULE OF ITEMS REVISED:

DNTRACT: PROJECT(S): FEDERAL ID(S): 20131210010 1350-09-71 WISC 2013515 CONTRACT:

| LINE | ! | APPROX. | UNIT PRICE | BID AMOUNT |
|--------|--|-----------------------------|------------------------|--------------------|
| NO | DESCRIPTION | QUANTITY AND UNITS | · : | 'S DOLLARS CTS |
| SECTI(| ON 0001 ROADWAY ITEMS | | | |
| 0010 | 201.0105 CLEARING | 28.000 STA | . | . |
| 0020 | 201.0110 CLEARING | 10.000 SY | . | |
| 0030 | 201.0205 GRUBBING | 28.000 STA | . | |
| 0040 | 201.0210 GRUBBING | 10.000 SY | | |
| 0050 | 203.0200 REMOVING OLD STRUCTURE (STATION) 501. | LUMP | LUMP | . |
| 0060 | 204.0100 REMOVING PAVEMENT | 2,136.000 SY | . | |
| 0070 | 204.0109.S REMOVING CONCRETE SURFACE PARTIAL DEPTH | 304,004.000 SF |) . | |
| 0080 | 204.0110 REMOVING ASPHALTIC SURFACE | 48.000 SY | | |
| 0090 | 204.0125 REMOVING ASPHALTIC SURFACE MILLING | 6,510.000 TON | . | . |
| | 204.0150 REMOVING CURB & GUTTER | 1,776.000 LF | . | |

Wisconsin Department of Transportation PAGE: 2 DATE: 10/29/13

REVISED: SCHEDULE OF ITEMS

DNTRACT: PROJECT(S): FEDERAL ID(S): 20131210010 1350-09-71 WISC 2013515 CONTRACT:

| LINE NO | ITEM DESCRIPTION | APPROX. | UNIT PRICE | BID AMOUNT | |
|------------|---|-----------------------|-------------------|-------------------|--|
| | | QUANTITY AND UNITS | DOLLARS CTS | DOLLARS CTS | |
| | 204.0155 REMOVING CONCRETE SIDEWALK | 142.000 SY | | | |
| | 204.0157 REMOVING CONCRETE BARRIER | | . | . | |
| | 204.0165 REMOVING GUARDRAIL | 370.000 LF | . | . | |
| | 204.0195 REMOVING CONCRETE BASES | 26.000 EACH | | | |
| | 204.0210 REMOVING MANHOLES | 6.000 EACH | | | |
| 0160 | 204.0220 REMOVING INLETS | 36.000 EACH | | | |
| 0170 | 204.0245 REMOVING STORM SEWER (SIZE) 001. 12-INCH | | | . | |
| 0180 | 204.0245 REMOVING STORM SEWER (SIZE) 002. 15-INCH | 61.000 LF | . | | |
| 0190 | 204.0245 REMOVING STORM SEWER (SIZE) 003. 18-INCH | 108.000 LF | | | |
| 0200 | 204.9090.S REMOVING (ITEM DESCRIPTION) 001. CONCRETE BARRIER TEMPORARY | 120.000 LF | | | |
| | 205.0100 EXCAVATION COMMON | 500.000 CY | | | |

Wisconsin Department of Transportation PAGE: 3 DATE: 10/29/13

SCHEDULE OF ITEMS REVISED:

CONTRACT:

ONTRACT: PROJECT(S): FEDERAL ID(S): 20131210010 1350-09-71 WISC 2013515

| LINE | ITEM | APPROX. | | UNIT PRICE | | BID AMOUNT | |
|------|---|--------------------|-----------|----------------|--------|----------------|--------|
| NO | DESCRIPTION | QUANTITY AND UNITS | | DOLLARS | | ! | CTS |
| 0220 | 206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 501. B-40-55 | LUMP | | LUMP | | | |
| 0230 | 210.0100 BACKFILL STRUCTURE | | 260.000 | | | | |
| | 213.0100 FINISHING ROADWAY (PROJECT) 001. 1350-09-71 | EACH | 1.000 | | | | |
| 0250 | 305.0120 BASE AGGREGATE DENSE 1 1/4-INCH | TON | 2,624.000 | | | | |
| 0260 | 390.0403 BASE PATCHING CONCRETE SHES | SY | 1,547.000 | | | | |
| 0270 | 415.1090 CONCRETE PAVEMENT HES 9-INCH | SY | 2,133.000 | | | | |
| 0280 | 416.0610 DRILLED TIE BARS | EACH | 1,092.000 | | • | | |
| 0290 | 416.0620 DRILLED DOWEL BARS | EACH | 1,962.000 | | • | | |
| 0300 | 416.1110 CONCRETE RUMBLE STRIPS SHOULDER | LF | 6,590.000 | | | | |
| | 440.4410.S INCENTIVE IRI RIDE | DOL | 7,290.000 | 1 | .00000 | 72 | 290.00 |
| 0320 | 455.0115 ASPHALTIC MATERIAL PG64-22 | TON | 459.000 | | | | |

Wisconsin Department of Transportation PAGE: 4 DATE: 10/29/13 SCHEDULE OF ITEMS REVISED:

SCHEDULE OF ITEMS

REVISED:

ONTRACT: PROJECT(S): FEDERAL ID(S): 20131210010 1350-09-71 WISC 2013515 CONTRACT:

| LINE | ITEM DESCRIPTION | APPROX. | UNIT PRICE | | BID AMOUNT | |
|------|---|--------------------------|----------------|-----------------|------------|-------|
| NO | | QUANTITY AND UNITS | I | | DOLLARS | CTS |
| 0330 | 455.0605 TACK COAT | 935.000 GAL | _ | | | |
| 0340 | 460.1110 HMA PAVEMENT TYPE E-10 | 8,235.000 TON | | | | |
| | 460.2000 INCENTIVE DENSITY HMA PAVEMENT | 5,265.000 DOL | 1 | 00000 | 52 | 65.00 |
| | 460.4110.S REHEATING HMA PAVEMENT LONGITUDINAL JOINTS | 19,400.000 LF | | | | |
| | 465.0125 ASPHALTIC SURFACE TEMPORARY | 100.000 TON | | | | |
| 0380 | 502.0100 CONCRETE MASONRY BRIDGES | 697.000 CY | | | | |
| 0390 | 502.3200 PROTECTIVE SURFACE TREATMENT | 3,705.000 SY | | . | | |
| 0400 | 502.5005 MASONRY ANCHORS TYPE L NO. 5 BARS | 146.000 EACH | | . | | |
| | : | 197,840.000 LB | | . | | |
| | 506.4000 STEEL DIAPHRAGMS (STRUCTURE) 501. B-40-55 | 41.000 EACH | | | | |
| 0430 | 509.0301 PREPARATION DECKS TYPE 1 | | | | | |

Wisconsin Department of Transportation PAGE: 5
DATE: 10/29/13
SCHEDULE OF ITEMS REVISED: REVISED:

SCHEDULE OF ITEMS

| LINE | I . | APPROX. | UNIT PRICE | BID AMOUNT |
|------|--|------------------------|-------------------|----------------|
| NO | DESCRIPTION | QUANTITY AND UNITS | DOLLARS CTS | DOLLARS CTS |
| 0440 | 509.0302 PREPARATION DECKS TYPE 2 | 12.000 SY | | |
| 0450 | 509.0500 CLEANING DECKS | 1,285.000 SY | . | |
| 0460 | 509.1200 CURB REPAIR | 12.000 LF | | |
| | 509.1500 CONCRETE SURFACE REPAIR | 1,490.000 SF | | |
| 0480 | 509.2000 FULL-DEPTH DECK REPAIR | 2.000 SY | | |
| | 509.2500 CONCRETE MASONRY OVERLAY DECKS | 72.000 CY | | |
| | 516.0500 RUBBERIZED MEMBRANE WATERPROOFING | 44.000 SY | | |
| 0510 | 517.1800.S STRUCTURE REPAINTING RECYCLED ABRASIVE (STRUCTURE) 401. B-40-9 | LUMP | LUMP | |
| 0520 | 517.4500.S NEGATIVE PRESSURE CONTAINMENT AND COLLECTION OF WASTE MATERIALS (STRUCTURE) 401. B-40-9 | LUMP | LUMP | |
| 0530 | 517.6001.S PORTABLE DECONTAMINATION FACILITY | 1.000 EACH | | |

Wisconsin Department of Transportation PAGE: 6 DATE: 10/29/13

REVISED: SCHEDULE OF ITEMS

CONTRACT:

| LINE | <u> </u> | APPROX. | UNIT PRICE | I . |
|------|---|---------------------------|-------------------|-------------------|
| NO | DESCRIPTION | QUANTITY AND UNITS | DOLLARS CTS | DOLLARS CTS |
| | 520.8000 CONCRETE COLLARS FOR PIPE | 9.000 EACH | . | |
| | 522.1012 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 12-INCH | 1.000 1.000 EACH | | |
| 0560 | 601.0409 CONCRETE CURB & GUTTER 30-INCH TYPE A | 279.000 LF | | . |
| 0570 | 601.0511 CONCRETE CURB AND GUTTER INTEGRAL 6-INCH SLOPED 36-INCH | 148.000 LF | . | . |
| 0580 | 601.0551 CONCRETE CURB AND GUTTER 4-INCH SLOPED 36-INCH TYPE A | 1,007.000 LF | | . |
| 0590 | 601.0600 CONCRETE CURB PEDESTRIAN | 93.000 LF | | . |
| | 602.0410 CONCRETE SIDEWALK 5-INCH | 1,580.000 SF | . | . |
| 0610 | 602.0505 CURB RAMP DETECTABLE WARNING FIELD YELLOW | 104.000 SF | | . |
| 0620 | 603.0105 CONCRETE BARRIER SINGLE-FACED 32-INCH | 1,266.000 LF | | . |
| | 603.8000 CONCRETE BARRIER TEMPORARY PRECAST DELIVERED | 1,020.000 LF | . | |

Wisconsin Department of Transportation PAGE: 7 DATE: 10/29/13

REVISED:

SCHEDULE OF ITEMS

| LINE | | APPROX. | UNIT PRICE | BID AMOUNT | |
|------|--|------------------------|---------------------|--------------------|--|
| NO | DESCRIPTION | QUANTITY AND UNITS | DOLLARS CTS | DOLLARS CTS | |
| 0640 | 603.8125 CONCRETE BARRIER TEMPORARY PRECAST INSTALLED | 1,020.000 LF | | | |
| 0650 | 608.0412 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 12-INCH | | | | |
| 0660 | 608.0415 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 15-INCH | | | | |
| 0670 | 608.0418 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 18-INCH | | | | |
| | 611.0530 MANHOLE COVERS TYPE J | 7.000 EACH | | | |
| | 611.0615 INLET COVERS TYPE F | 4.000 EACH | | | |
| | 611.0624 INLET COVERS TYPE H | 3.000 | | | |
| | 611.0642 INLET COVERS TYPE MS | 7.000 | | | |
| | 611.0648 INLET COVERS TYPE R | 4.000 EACH | | | |
| | 611.0651 INLET COVERS TYPE S | 18.000 EACH | | | |
| | 611.2004 MANHOLES 4-FT DIAMETER | 7.000 | | | |

Wisconsin Department of Transportation PAGE: 8 DATE: 10/29/13 SCHEDULE OF ITEMS REVISED: REVISED: SCHEDULE OF ITEMS

| LINE | ITEM DESCRIPTION | APP | ROX. | UNIT PR | ICE | BID AM | OUNT |
|------|---|---------------------|-----------------------|---------|-----|----------------|------|
| NO | DESCRIPTION | | | DOLLARS | | DOLLARS | CTS |
| | 611.3004 INLETS 4-FT DIAMETER | EACH | 21.000 | | | | |
| 0760 | 611.3220 INLETS 2X2-FT | EACH | 3.000 | | | | |
| 0770 | 611.3253 INLETS 2.5X3-FT | EACH | 4.000 | | • | | |
| | 611.3901 INLETS MEDIAN 1 GRATE | EACH | 7.000 | | | | |
| | 611.8110 ADJUSTING MANHOLE COVERS | EACH | 3.000 | | | | |
| | 611.8115 ADJUSTING INLET COVERS | EACH | 1.000 | | | - | |
| 0810 | 614.0010 BARRIER SYSTEM GRADING SHAPING FINISHING | EACH | 6.000 | | | | |
| | 614.0800 CRASH CUSHIONS PERMANENT | EACH | 1.000 | | | | |
| | 614.0905 CRASH CUSHIONS TEMPORARY | EACH | 2.000 | | | | |
| 0840 | 614.2300 MGS GUARDRAIL 3 | LF | 286.000 286.000 | | | | |
| | 614.2500 MGS THRIE BEAM TRANSITION | LF | 240.000 | | | | |

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REVISED: SCHEDULE OF ITEMS

CONTRACT:

| CONTRA | ACTOR : | | | |
|------------|--|-------------------------|----------------|-------------------|
| LINE NO | I . | APPROX. QUANTITY | UNIT PRICE | BID AMOUNT |
| | | AND UNITS | DOLLARS CTS | DOLLARS CTS |
| 0860 | 614.2610 MGS GUARDRAIL TERMINAL EAT | 6.000 EACH | | . |
| | 616.0208 FENCE CHAIN LINK 8-FT | 408.000 LF | | |
| 0880 | 616.0700.S FENCE SAFETY | 900.000 LF | | . |
| 0890 | 619.1000 MOBILIZATION | 1.000 EACH | | |
| | 625.0500 SALVAGED TOPSOIL | 12,986.000 SY | | . |
| 0910 | 628.1104 EROSION BALES | 360.000 EACH | | . |
| 0920 | 628.1504 SILT FENCE | 500.000 LF | | |
| | 628.1520 SILT FENCE MAINTENANCE | 500.000 LF | | |
| | 628.1905 MOBILIZATIONS EROSION CONTROL | 3.000 EACH | | . |
| 0950 | 628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL | 3.000 EACH | | |
| | 628.2004 EROSION MAT CLASS I TYPE B | 12,986.000 SY | . | |

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REVISED: SCHEDULE OF ITEMS

| LINE | ! | APPROX. | UNIT PRICE | BID AMOUNT |
|------|--|-----------------------------|----------------|----------------|
| NO | DESCRIPTION | QUANTITY AND UNITS | 1 | DOLLARS CT |
| | 628.7005 INLET PROTECTION TYPE A | 28.000 EACH | | |
| | 628.7010 INLET PROTECTION TYPE B | 57.000 EACH | | |
| | 628.7015 INLET PROTECTION TYPE C | 25.000 EACH | | |
| | 628.7020 INLET PROTECTION TYPE D | 10.000 EACH | | |
| | 628.7555 CULVERT PIPE CHECKS | 1.000 EACH | | |
| 1020 | 629.0210 FERTILIZER TYPE B | 8.000 CWT | | |
| | 630.0130 SEEDING MIXTURE NO. 30 | 234.000 LB | | |
| | 630.0200 SEEDING TEMPORARY | 350.000 LB | | |
| | 634.0618 POSTS WOOD 4X6-INCH X 18-FT | 42.000 EACH | | |
| 1060 | 635.0300 SIGN SUPPORTS REPLACING BASE CONNECTION BOLTS | 8.000 EACH | | |
| 1070 | 637.0101 SIGNS TYPE I | 2,077.500 SF | | |

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| LINE | | APPROX. | | UNIT PR | ICE | BID AM | |
|------|--|------------------------|---|---------|-----|----------------|-------|
| NO | DESCRIPTION | AND UNITS | | LLARS | | DOLLARS | CTS |
| | 637.2210 SIGNS TYPE II REFLECTIVE H | 721.43 | 0 | | | | |
| 1090 | 637.2230 SIGNS TYPE II REFLECTIVE F | 230.00 SF | 0 | | | | |
| | 638.2102 MOVING SIGNS TYPE II | 2.00 EACH | 0 | | | | |
| | 638.2601 REMOVING SIGNS TYPE I | 10.00 EACH | 0 | | | | • |
| | 638.2602 REMOVING SIGNS TYPE II | 48.00 EACH | 0 | | | | · |
| | 638.3000 REMOVING SMALL SIGN SUPPORTS | 35.00 EACH | 0 | | | | |
| 1140 | 638.3100 REMOVING STRUCTURAL STEEL SIGN SUPPORTS | 4.00 EACH | 0 | | | | |
| | 642.5201 FIELD OFFICE TYPE C | 1.00 EACH | 0 | | | | |
| 1160 | 643.0100 TRAFFIC CONTROL (PROJECT) 001. 1350-09-71 | 1.00 EACH | 0 | | | | |
| | 643.0300 TRAFFIC CONTROL DRUMS | 33,992.00 | 0 | | | | |
| | 643.0420 TRAFFIC CONTROL BARRICADES TYPE III | 1,772.00 DAY | 0 | | | | |

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| LINE | ITEM DESCRIPTION | | APPROX. JANTITY | UNIT PF | RICE | BID AM | |
|------|---|---------------------|--------------------|-----------|------|----------------|-----|
| NO | DESCRIPTION | : | | DOLLARS | | DOLLARS | CTS |
| 1190 | 643.0500 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS | | 42.000 | | | | |
| | 643.0600 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES | | 42.000 | | | | |
| 1210 | 643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A | | 3,514.000 | | | | |
| 1220 | 643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C | | 6,133.000 | | | | |
| | 643.0800 TRAFFIC CONTROL ARROW BOARDS | DAY | 236.000 | | | | |
| | 643.0900 TRAFFIC CONTROL SIGNS | ! | 21,439.000 | | | | |
| | 643.0910 TRAFFIC CONTROL COVERING SIGNS TYPE I | EACH | 30.000 | | | | |
| 1260 | 643.0920 TRAFFIC CONTROL COVERING SIGNS TYPE II | EACH | 50.000 | | | | |
| 1270 | 643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE | : | 1,522.000 | | | | |
| | 643.1050 TRAFFIC CONTROL SIGNS PCMS | DAY | 738.000 | | | | |
| | 643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 001. 1350-09-71 | EACH | 1.000 | | | | |

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REVISED: SCHEDULE OF ITEMS

| LINE NO | ! | APPROX. | UNIT PRICE | BID AMOUNT |
|------------|---|--------------------------|---------------|-------------|
| NO | DESCRIPTION | QUANTITY AND UNITS | DOLLARS CTS | DOLLARS CTS |
| 1300 | 643.3000 TRAFFIC CONTROL DETOUR SIGNS | 121.000 DAY | | |
| | 646.0106 PAVEMENT MARKING EPOXY 4-INCH | 43,370.000 LF | | |
| 1320 | 646.0126 PAVEMENT MARKING EPOXY 8-INCH | 4,955.000 LF | | |
| 1330 | 646.0600 REMOVING PAVEMENT MARKINGS | 42,887.000 LF | | |
| 1340 | 646.0841.S PAVEMENT MARKING GROOVED WET REFLECTIVE CONTRAST TAPE 4-INCH | 2,200.000 LF | | |
| 1350 | 646.0843.S PAVEMENT MARKING GROOVED WET REFLECTIVE CONTRAST TAPE 8-INCH | 6,130.000 LF | | |
| 1360 | 647.0726 PAVEMENT MARKING DIAGONAL EPOXY 12-INCH | | | |
| | 647.0746 PAVEMENT MARKING DIAGONAL EPOXY 24-INCH | 1,980.000 LF | · | |
| 1380 | 649.0100 TEMPORARY PAVEMENT MARKING 4-INCH | 60,714.000 LF | | · |
| | 649.0400 TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 4-INCH | | | |

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SCHEDULE OF ITEMS

REVISED:

| LINE NO | | APPROX. | UNIT PRICE | BID AMOUNT |
|------------|--|---------------------------------|----------------|---------------------|
| NO | DESCRIPTION | QUANTITY AND UNITS | DOLLARS CTS | DOLLARS CT |
| 1400 | 650.4000 CONSTRUCTION STAKING STORM SEWER | 42.000 EACH | | |
| | 650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 001. B-40-55 | LUMP | LUMP | |
| | 650.8000 CONSTRUCTION STAKING RESURFACING REFERENCE | 16,496.000 LF | | |
| 1430 | 650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 001. 1350-09-71 | LUMP | LUMP | |
| | 650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 001. 1350-09-71 | LUMP | LUMP | |
| 1450 | 652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH | 3,526.000 3,526.000 LF | | |
| 1460 | 652.0230 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2 1/2-INCH | 420.000 LF | | |
| | 652.0235 CONDUIT RIGID NONMETALLIC SCHEDULE 40 3-INCH | 250.000 LF | | |
| | 652.0605 CONDUIT SPECIAL 2-INCH | 250.000 LF | | |
| | 652.0615 CONDUIT SPECIAL 3-INCH | 360.000 LF | | . |

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| LINE | ITEM DESCRIPTION | APPROX. | - | UNIT PR | ICE | BID AM | OUNT |
|------|--|------------------------|-------------|---------|-----|----------------|------|
| NO | DESCRIPTION | AND UNITS | | DOLLARS | | | CTS |
| 1500 | 652.0700.S INSTALL CONDUIT INTO EXISTING ITEM | 4.00 EACH | 0 | | | | |
| | 653.0135 PULL BOXES STEEL 24X36-INCH | 2.00 EACH | 0 | | | | |
| | 653.0140 PULL BOXES STEEL 24X42-INCH | 7.00 EACH | 0 | | | | |
| 1530 | 653.0180 PULL BOXES STEEL COMMUNICATIONS (INCH) 301. 24 X 36 | 2.00 EACH | 0 | | | | |
| | 653.0222 JUNCTION BOXES 18X12X6-INCH | 8.00 EACH | 0 | | | | |
| | 653.0905 REMOVING PULL BOXES | 2.00 EACH | 0 | | | | |
| | 654.0105 CONCRETE BASES TYPE 5 | 17.00 EACH | 0 | | | | |
| | 654.0108 CONCRETE BASES TYPE 8 | 4.00 EACH | 0 | | | | |
| | 655.0144 CABLE IN DUCT 4-4 AWG | 1,697.00 LF | 0 | | | | |
| | 655.0610 ELECTRICAL WIRE LIGHTING 12 AWG | 10,047.00 LF | 0 | | | | |
| | 655.0615 ELECTRICAL WIRE LIGHTING 10 AWG | 1,940.00 LF | 0 | | | | |

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| LINE | | APPROX. | UNIT PRICE | BID AMOUNT |
|------|--|-------------------------|-------------------|-------------|
| NO | DESCRIPTION | QUANTITY AND UNITS | | DOLLARS CTS |
| | 655.0620 ELECTRICAL WIRE LIGHTING 8 AWG | 16,460.000 LF | . | |
| | 655.0625 ELECTRICAL WIRE LIGHTING 6 AWG | 1,700.000 LF | | |
| | 655.0630 ELECTRICAL WIRE LIGHTING 4 AWG | 2,980.000 LF | . | |
| | 655.0635 ELECTRICAL WIRE LIGHTING 2 AWG | 500.000 LF | | |
| | 655.0640 ELECTRICAL WIRE LIGHTING 1 AWG | 18.000 LF | . | |
| | 656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 001. HL-40-NS | ! | LUMP | |
| | 656.0500 ELECTRICAL SERVICE BREAKER DISCONNECT BOX (LOCATION) 301. WELLS ITS | LUMP | LUMP | |
| 1680 | 657.0210 TRANSFORMER BASES BREAKAWAY 15-17 INCH BOLT CIRCLE | 12.000 EACH | . | |
| 1690 | 657.0255 TRANSFORMER BASES BREAKAWAY 11 1/2-INCH BOLT CIRCLE | 17.000 EACH | | |
| | 657.0322 POLES TYPE 5-ALUMINUM | 17.000 EACH | | |

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SCHEDULE OF ITEMS

| LINE NO | | APPROX. | UNIT PRICE | BID AMOUNT |
|------------|---|-------------------------|-------------------|-------------------|
| INO | DESCRIPTION | QUANTITY AND UNITS | DOLLARS CTS | DOLLARS CT |
| 1710 | 657.0375 POLES TYPE A | 8.000 EACH | | |
| 1720 | 657.0380 POLES TYPE E | 4.000 EACH | | |
| 1730 | 657.0620 LUMINAIRE ARMS SINGLE MEMBER 6-INCH CLAMP 4-FT | 16.000 EACH | | |
| | 657.0715 LUMINAIRE ARMS TRUSS TYPE 4 1/2-INCH CLAMP 15-FT | 11.000 EACH | | |
| | 657.0720 LUMINAIRE ARMS TRUSS TYPE 6-INCH CLAMP 20-FT | 4.000 EACH | | |
| 1760 | 657.6005.S ANCHOR ASSEMBLIES LIGHT POLES ON STRUCTURES | 5.000 EACH | | |
| 1770 | 659.0600 UNDERDECK LIGHTING (LOCATION) 001. B-40-9 | LUMP | LUMP | |
| 1780 | 659.0600 UNDERDECK LIGHTING (LOCATION) 002. B-40-55 | LUMP | LUMP | |
| 1790 | 659.0600 UNDERDECK LIGHTING (LOCATION) 003. B-40-52 | LUMP | LUMP | |
| | 659.0802 PLAQUES SEQUENCE IDENTIFICATION | 37.000 EACH | | |
| | 659.1125 LUMINAIRES UTILITY LED C | 11.000 EACH | . | . |

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SCHEDULE OF ITEMS

REVISED:

| LINE | ITEM DESCRIPTION | | PPROX. | UNIT PR | | BID AM | |
|------|---|---------------------|-----------|----------------|---|----------------|--|
| NO | DESCRIPTION | | | DOLLARS | | ! | |
| 1820 | 659.1130 LUMINAIRES UTILITY LED D | EACH | 20.000 | | • | | |
| 1830 | 670.0100 FIELD SYSTEM INTEGRATOR | LUMP | | LUMP | | | |
| | 670.0200 ITS DOCUMENTATION | LUMP | | LUMP | | | |
| | 672.0250 BASE CAMERA POLE 50-FT | EACH | 1.000 | | | | |
| 1860 | 673.0225.S INSTALL POLE MOUNTED CABINET | EACH | 1.000 | | | | |
| 1870 | 674.0200 CABLE MICROWAVE DETECTOR | LF | 1,835.000 | | | | |
| 1880 | 674.0300 REMOVE CABLE | LF | 1,575.000 | | | | |
| | 675.0300 INSTALL MOUNTED CONTROLLER MICROWAVE DETECTOR ASSEMBLY | EACH | 8.000 | | | | |
| 1900 | 675.0400.S INSTALL ETHERNET SWITCH | EACH | 2.000 | | | | |
| | 677.0100 INSTALL CAMERA POLE | EACH | 1.000 | | | | |
| | 677.0200 INSTALL CAMERA ASSEMBLY | EACH | 1.000 | | | | |

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REVISED: SCHEDULE OF ITEMS

CONTRACT:

| LINE | ITEM | APPROX. | UNIT PRICE | BID AMOUNT |
|------|---|----------------------|-------------------------------|-------------------|
| NO | DESCRIPTION | QUANTITY AND UNITS | DOLLARS CTS | DOLLARS CTS |
| 1930 | 677.0300.S INSTALL VIDEO ENCODER | 1.00 EACH | 0 . | |
| 1940 | 678.0500 COMMUNICATION SYSTEM TESTING | LUMP | LUMP | . |
| 1950 | 690.0250 SAWING CONCRETE | 6,233.00 | | |
| | 715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT | 500.00 DOL | 0 1.00000 | 500.00 |
| 1970 | SPV.0045 SPECIAL 001. PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) CELLULAR COMMUNICATIONS | 738.00 | 0 . | |
| 1980 | SPV.0060 SPECIAL 001. SAWING CONCRETE BARRIER | 23.00 EACH | | |
| 1990 | SPV.0060 SPECIAL 002. STORM SEWER STRUCTURE REHABILITATION | 1.00 EACH | | |
| | SPV.0060 SPECIAL 003. CLEANING DRAINAGE STRUCTURES | 12.00 EACH | | |
| 2010 | SPV.0060 SPECIAL 004. REMOVING AND SALVAGING SAND BARRELS | 12.00 EACH | 0 | . |
| 2020 | SPV.0060 SPECIAL 005. MOBILIZATIONS EMERGENCY PAVEMENT REPAIR | 2.00 | | . |

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SCHEDULE OF ITEMS

| LINE | ! | APPROX. | UNIT PRICE | BID AMOUNT |
|------|---|-----------------------|-------------------|-------------------|
| NO | DESCRIPTION | QUANTITY AND UNITS | DOLLARS CTS | DOLLARS CTS |
| 2030 | SPV.0060 SPECIAL 006. PVT MARKING GRVD PREFORMED THERMOPLASTIC ARROWS TYPE 1 | 1.000 EACH | | |
| 2040 | SPV.0060 SPECIAL 007. PVT MARKING GRVD PREFORMED THERMOPLASTIC ARROWS TYPE 2 | 2.000 EACH | | |
| 2050 | SPV.0060 SPECIAL 008. PVT MARKING GRVD PREFORMED THERMOPLASTIC ARROWS TYPE 3 | 4.000 EACH | | |
| 2060 | SPV.0060 SPECIAL 009. PVT MARKING GRVD PREFORMED THERMOPLASTIC ARROWS TYPE 4 | 2.000 EACH | | |
| 2070 | SPV.0060 SPECIAL 010. PVT MARKING GRVD PREFORMED THERMOPLASTIC YIELD LINE 18-INCH | 9.000 EACH | | |
| 2080 | SPV.0060 SPECIAL 011. RAISED PAVEMENT MARKERS | 28.000 EACH | | |
| 2090 | SPV.0060 SPECIAL 201. REMOVING CONCRETE BASES TYPE C | 1.000 EACH | | |
| 2100 | SPV.0060 SPECIAL 202. REMOVING LIGHTING UNITS | 26.000 EACH | | |
| | SPV.0060 SPECIAL 203. REMOVING SIGN LIGHTING | 2.000 EACH | | |
| 2120 | SPV.0060 SPECIAL 204. REMOVING LUMINAIRES | 8.000 EACH | . | . |

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CONTRACT:

| LINE | ! | APPROX. | UNIT PRICE | BID AMOUNT |
|------|--|-----------------------|----------------|-------------------|
| NO | DESCRIPTION | QUANTITY AND UNITS | DOLLARS CTS | DOLLARS CT |
| 2130 | SPV.0060 SPECIAL 205. REMOVING DISTRIBUTION CENTERS | 1.000 EACH | | |
| 2140 | SPV.0060 SPECIAL 206. REMOVING UNDERDECK LIGHTING | 3.000 EACH | | |
| 2150 | SPV.0060 SPECIAL 207. LAMP DISPOSAL HIGH INTENSITY DISCHARGE | 61.000 EACH | | |
| 2160 | SPV.0060 SPECIAL 208. CONCRETE CONTROL CABINET BASES SPECIAL | 1.000 EACH | | |
| | SPV.0060 SPECIAL 209. LIGHTING CONTROL CABINET | 1.000 EACH | | |
| | SPV.0060 SPECIAL 210. LUMINAIRE UNDERDECK LED | 16.000 EACH | | |
| | SPV.0060 SPECIAL 213. CONCRETE BASES TYPE B | 8.000 EACH | | . |
| | SPV.0060 SPECIAL 214. CONCRETE BASES TYPE C | 1.000 EACH | | |
| 2210 | SPV.0060 SPECIAL 301. INSTALL WIRELESS ETHERNET BRIDGE | 2.000 EACH | | |
| 2220 | SPV.0060 SPECIAL 302. INSTALL SPREAD SPECTRUM RADIO | 3.000 EACH | | |
| 2230 | SPV.0060 SPECIAL 303. INSTALL SPREAD SPECTRUM ANTENNA | 3.000 EACH | | |

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SCHEDULE OF ITEMS REVISED:

CONTRACT:

| LINE | | ! | PPROX. | UNIT P | | BID AM | IOUNT |
|------|--|-------------------|-------------------|-----------|---|----------------|-------|
| NO | DESCRIPTION | | ANTITY D UNITS | DOLLARS | | DOLLARS | CTS |
| | SPV.0060 SPECIAL 304. GROUND ROD | EACH | 7.000 | | | | |
| | SPV.0060 SPECIAL 501. EMBEDDED GALVANIC ANODES | EACH | 537.000 | | • | | |
| | SPV.0060 SPECIAL 502. | EACH | 60.000 | | | | |
| 2270 | SPV.0060 SPECIAL 503. BEARING REPLACEMENT B-40-55 | EACH | 28.000 | | | | |
| | SPV.0060 SPECIAL 700. ADJUSTING WATER BOXES | EACH | 3.000 | | | | |
| 2290 | SPV.0060 SPECIAL 800. INTERNAL SANITARY MANHOLE SEALS | EACH | 3.000 | | | | |
| 2300 | SPV.0060 SPECIAL 801. MONOTUBE BASE ANCHOR ASSEMBLY | EACH | 1.000 | | | | |
| 2310 | SPV.0060 SPECIAL 900. INSTALLING CONDUIT INTO EXISTING MANHOLE | EACH | 4.000 | | | | |
| 2320 | SPV.0060 SPECIAL 901. SAWING CONCRETE ENCASED DUCT PACKAGE | EACH | 2.000 | | | | |
| | SPV.0075 SPECIAL 001. TRUCK MOUNTED ATTENUATOR | HRS | 100.000 | _ | · | | • |
| | SPV.0085 SPECIAL 001. CRACK SEALING | LB | 4,500.000 | | | | |

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SCHEDULE OF ITEMS

REVISED:

| LINE | I | | APPROX. | UNIT P | RICE | BID AM | OUNT |
|------|--|------------------------|--------------------|---------|------|---------|------|
| NO | DESCRIPTION | | QUANTITY AND UNITS | DOLLARS | CTS | DOLLARS | CTS |
| 2350 | SPV.0090 SPECIAL 001. PVT MARKING GRVD PREFORMED THERMOPLASTIC STOP LINE 18-INCH | LF | 130.000 | | | | |
| | SPV.0090 SPECIAL 002. PVT MARKING GRVD PREFORMED THERMOPLASTIC CROSSWALK 6-INCH | LF | 380.000 | | | | |
| 2370 | SPV.0090 SPECIAL 003. JOINT AND CRACK REPAIR | LF | | | | | |
| | SPV.0090 SPECIAL 004. STORM SEWER PIPE LINING | LF | 323.000 | | | | |
| 2390 | SPV.0090 SPECIAL 700. DUCTILE IRON WATER MAIN 12-INCH | LF | 53.000 | | | | |
| | SPV.0090 SPECIAL 701. STEEL WATER MAIN WITH 1-5/8 INCH INSULATION 12-INCH | LF | | | | | |
| | SPV.0090 SPECIAL 900. 4-DUCT CEMENT ENCASED 4-INCH RIGID NONMETALLIC CONDUIT DB-60 | LF | 41.000 | | | | |
| | SPV.0090 SPECIAL 901. 5-DUCT CEMENT ENCASED 4-INCH RIGID NONMETALLIC CONDUIT DB-60 | LF | 12.000 | | | | |
| 2430 | SPV.0090 SPECIAL 902. 8-DUCT CEMENT ENCASED 4-INCH RIGID NONMETALLIC CONDUIT DB-60 | LF | 79.000 | | | | |

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| LINE NO | I | APPROX. | UNIT PRICE | BID AMOUNT |
|------------|--|-------------------------|--------------------|---------------------|
| NO | DESCRIPTION | AND UNITS | DOLLARS CTS | : . |
| 2440 | SPV.0105 SPECIAL 201. LIGHTING SYSTEM INTEGRATOR | LUMP | LUMP | |
| | SPV.0105 SPECIAL 202. LIGHTING SYSTEM SURVEY | LUMP | LUMP | |
| 2460 | SPV.0105 SPECIAL 700. UNDRDEK UTIL SUPRT STRUCT. B-40-55 C. OF MIL. 12-INCH WATER MAIN | LUMP | LUMP | |
| | SPV.0105 SPECIAL 701. REMOVE EXISTING WATER MAIN 12-INCH | LUMP | LUMP | |
| 2480 | SPV.0105 SPECIAL 702. UNDRDEK UTIL SUPRT STRUCT. B-40-55 C. OF MIL. TRAFFIC SIGNAL INTERCONNECT | LUMP | LUMP | |
| 2490 | SPV.0105 SPECIAL 900. UNDERDECK UTILITY STRUCTURE B-40-55 CITY OF MILWAUKEE COMMUNICATIONS CONDUIT | LUMP | LUMP | |
| 2500 | SPV.0105 SPECIAL 901. UNDERDECK UTILITY STRUCTURE B-40-55 CITY OF MILWAUKEE ELECTRICAL CONDUIT | LUMP | LUMP | |
| | SPV.0165 SPECIAL 401. REMOVING LOOSE CONCRETE OVERHEAD | 240.000 SF | . | |
| 2520 | SPV.0165 SPECIAL 501. CONCRETE CURE AND SEAL | 13,593.000 SF | | . |

Wisconsin Department of Transportation PAGE: 25 DATE: 10/29/13 SCHEDULE OF ITEMS REVISED:

| CONTRA | ACTOR : | | | | | |
|--------------|--|------------------------|---------------|-----|------------|-----|
| LINE NO | TTEM DESCRIPTION | APPROX. | UNIT PRICE | | BID AMOUNT | |
| | DESCRIFTION | AND UNITS | DOLLARS | CTS | DOLLARS | CTS |
| 2530 | SPV.0180 SPECIAL 001. GEOTEXTILE FABRIC, TYPE FF | 1,350.000 SY | . | | | |
| | SECTION 0001 TOTAL | | | | | |
| | TOTAL BID | | | | | |

PLEASE ATTACH SCHEDULE OF ITEMS HERE