HIGHWAY WORK PROPOSAL

Proposal Number:

Ø 4

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

FEDERAL PROJECT ID **PROJECT DESCRIPTION** COUNTY STATE PROJECT ID **HIGHWAY** WISC 2014 019 **USH 12** Dane 5300-04-77 Sauk City - Madison Terrace Avenue to Mineral Point Road 5300-04-79 Sauk City - Madison **USH 12** Dane Terrace Avenue to Old Sauk Road

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, \$ 320,000.00	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: February 11, 2014 Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time	NOT FOR BIDDING PURPOSES
November 14, 2014	NOTI ON BIDDING FORFOSES
Assigned Disadvantaged Business Enterprise Goal 8 %	This contract is exempt from federal oversight.

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

Do not sign, notarize, or submit this Highway Work Proposal when submitting an electronic bid on the Internet.		
Subscribed and sworn to before me this date		
(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)	
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)	
(Date Commission Expires) Notary Seal	(Bidder Title)	

For Department Use Only

Type of Work

Pavement removal, clearing, grubbing, common excavation, borrow, rubblizing, select crushed material, dense graded base, storm sewer, concrete pavement, concrete curb and gutter, HMA pavement, concrete barrier, structure improvements, sign structures, traffic signals, ramp meters, and signing and pavement marking.

Notice of Award Dated Date Guaranty Returned

PLEASE ATTACH PROPOSAL GUARANTY HERE

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 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	
(Date)		(Dat	e)
State of Wisconsin)	State of Wisconsin)
) ss. _ County)) ss. County)
On the above date, this instrument was acknowledged before me by the named person(s).		On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary 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 Commission Expires) (Date Commission Exp		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
-		

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 5300-04-77, Sauk City – Madison, Terrace Avenue to Mineral Point Road, USH 12, Dane County, and Project 5300-04-79, Sauk City – Madison, Terrace Avenue to Old Sauk, USH 12, Dane 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 pavement removal, clearing, grubbing, common excavation, borrow, rubblizing, select crushed material, dense graded base, storm sewer, concrete pavement, concrete curb and gutter, HMA pavement, concrete barrier, structure improvements, sign structures, traffic signals, ramp meters, signing and pavement marking 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.

Prior to beginning operations under this contract, submit in writing the proposed schedule of operations to the engineer for approval.

4. Traffic.

Lane closures on USH 12, Greenway Blvd and Old Sauk Rd will be allowed during nighttime periods between Sunday evening and Friday morning in accordance to the schedule below.

USH 12 LANE CLOSURE SCHEDULE		
(Between Sunday evening and Friday morning)		
6:00 AM – 7:00 PM	No Lane Closures Allowed	
(daytime period)	No Lane Closules Allowed	
7:00 PM – 6:00 AM	One (1) Lane Closure Allowed	

USH 12 shall have one lane of traffic in each direction open at all times during construction.

The engineer has the authority to halt the contractor's operations at any time based on traffic conditions on USH 12 and direct that all lanes on USH 12 be opened to traffic.

The work under this contract shall be performed in a manner that will not interfere with the travel lanes and shoulders on USH 12 except as indicated on the plans. Vehicles, equipment and materials may be stored within the road right-of-way at locations approved by the engineer. A clear width of at least 30 feet shall be maintained from the edge of the traveled lanes on USH 12 except during the performance of required work within this clear zone.

Vehicles not engaged in the construction operations, or authorized by the engineer, shall not be parked within the right-of-way for USH 12. All vehicles and equipment entering or leaving the live traffic lanes on USH 12 and shall be equipped with a hazard identification beam (flashing yellow signal) visible in all directions. Activate the beam when merging into, leaving, or crossing a live traffic lane, and wherever working off the roadway within the clear zone

Median Crossing

Construction vehicles shall not utilize median crossings / openings on USH 12 during construction operations unless the median traffic lanes in both directions are temporarily closed for construction purposes.

Temporarily cover or remove signs which conflict with temporary traffic control. For further direction regarding existing signs, refer to the traffic control plan.

Contact Mr. Jeff Gustafson of the department's SW Region Madison Office, (608) 516-6400) at least 10 working days prior to the placement of portable changeable message signs for inspection and to coordinate the installation of these signs.

Notify all local emergency services at least one week prior to any of the following:

- 1. Closing of ramps.
- 2. Re-opening of ramps.
- 3. Temporary lane closures on USH 12.

Submit the weekly schedule of lane closures at least one week in advance of the first closing to the Wisconsin Department of Transportation.

USH 12

USH 12 shall remain open to all traffic. Construction operations will require single lane closures according to the schedule provided in the plan.

The placement of temporary and permanent concrete barrier wall, removing and installing pavements on highway and ramps will require lane closures. Lane closures are allowed during the periods previously specified.

The removal and placement of pavement and the placement of temporary and permanent concrete barrier walls will require lane closures. Lane closures are allowed only as shown in the plans. The lane closure times are allowed to begin on Sunday and end by Friday as defined in the plans.

When existing ramp pavement must be removed adjacent to a live traffic lane, and a full time lane closure is not permitted, the contractor shall grade the aggregate existing under the removed pavement up against the pavement slab or add aggregate to form a compacted shoulder, with a minimum of two feet of width. This work shall be completed to eliminate any dropoffs from the pavement slab to the subgrade. This aggregate shoulder shall remain in place until the fine grading operation for the concrete pavement placement is in progress. In these areas, the contractor shall schedule his operations to minimize the period of time between removal of the existing pavement and placement of the new pavement.

Ramp closures will be permitted for rubblizing, paving, and concrete base patching SHES. The ramp closure will be permitted for the same duration as a USH 12 lane closure. Pre-warning signs must be in place for ramp closures at least 72 hours in advance of the closure.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 12 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, April 18, 2014 to 8:00 PM Sunday, April 20, 2014 for Easter;
- From 6:00 AM, Friday, May 23, 2014 to 8:00 PM Monday, May 26, 2014 for Memorial Day;
- From 6:00 AM, Thursday, July 3, 2014 to 8:00 PM Monday, July 7, 2014 for Independence Day;
- From 6:00 AM, Friday, Aug. 29, 2014 to 8:00 PM Monday, Sept. 1, 2014 for Labor Day.

107-005 (20050502)

6. Utilities.

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

There are underground and overhead utility facilities located within the project limits. Use caution to insure the integrity of underground facilities and maintain code clearances from overhead facilities at all times. Call Diggers Hotline before any excavation or other work that may affect underground utilities is to be completed.

City of Madison – Traffic Engineering has facilities throughout the project limits. All work will be done under the construction contract.

Madison Gas & Electric – Gas has underground gas line facilities throughout the project limits. MG&E will abandon an existing gas main crossing at approximate Station 11+00 on Ramp I to avoid the proposed storm sewer extension. A new main will be installed at approximate Station 11+25 prior to construction.

Madison Gas & Electric – Electric has underground electric facilities throughout the project limits. MG&E will abandon in place their existing facility between Station 139+50 to Station 142+00 WB LT due to the excessive fill in this area. The new facility will be installed above the abandoned line during construction approximately 3 feet below finished grade. Contact MG&E prior to placing the topsoil to coordinate this activity.

The following utility companies have facilities within the project area; however, no adjustments are anticipated:

Alliant Energy
American Transmission Company LLC
Charter Communications
City of Madison Sanitary Sewer
City of Madison Traffic Engineering
City of Middleton Sewer and Water
LightCore
Madison Metropolitan Sewer District
Madison Water Utility
Mid-Plains Telephone LLC d/b/a TDS Telecom

7. Other Contracts.

Coordinate traffic control with the contractors for the following projects:

5992-08-78: Reconstruction of CTH M and CTH S. CTH S and CTH M including portions of Junction Road are being constructed through fall of 2014. Portions of the project will be completed prior to the start of this project. The adjacent sections of work include the reconstruction of CTH S (Mineral Point Road) up to the western ramp terminal intersection with USH 12. The eastbound roadway of CTH S will be reconstructed in 2013, the western in 2014. Lane closures and traffic shifts will occur adjacent to the USH 12 / Mineral Point Road western ramp terminal intersection.

8. Railroad Insurance and Coordination.

A Description

Comply with standard spec 107.17 for all work affecting Wisconsin and Southern Railroad Company property and any existing tracks.

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 Wisconsin and Southern Railroad Company.

Notify evidence of the required coverage, and duration to Ben Meighan at (414) 438-8820, Ext. 4201; 1890 East Johnson Street, Madison, WI, 53704. Include the following information on the insurance document:

Project: 5300-04-79

Route Name: USH 12, Dane County

Crossing ID: #391 750M Railroad Subdivision: Prairie Railroad Milepost: 0145.79

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 Ben Meighan, Superintendent of Maintenance of Way, Wisconsin and Southern Railroad Co., 1890 East Johnson Street, Madison, WI 53704; TELEPHONE (414) 438-8820; Ext. 4201; FAX (608) 243-9225; email bmeighan@watcocompanies.com 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 0 passenger trains and 2 through freight trains operate daily through the construction site. Through freight trains operate at up to 25 mph.

A.6 Rail Security Awareness and Contractor Orientation

Prior to entry on railroad right-of-way, the contractor shall arrange for on-line security awareness and contractor orientation training and testing, and be registered through "e-RAILSAFE" for all contractor and subcontractor employees working on railroad right-of-way. See e-railsafe.com "Information". The security awareness and contractor orientation training is shown under the railroad's name. The department has secured right of entry to railroad property; neither the contractor nor subcontractors or their employees will be required to sign a right-of-entry form. The security awareness and contractor orientation certification is valid for one year and must be renewed for projects that will carry over beyond the one year period. Contractor and subcontractor employees shall wear the identification badge issued by e-RAILSAFE when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Michael Rampetsreiter at (608) 246-7917. 107-054 (20080901)

10. Salvage of Materials.

The work under this contract shall include removing, salvaging and reinstalling select light poles, light fixtures, signal standards, signal assemblies and preemption devices. Contractor is responsible for stockpiling the salvaged materials to prevent damage until reinstallation.

11. Advanced Notice for Lane Closure System.

Provide the engineer with a schedule of requested width restrictions, or closures of USH 12 lanes, or closure of ramps or cross roads, for the following week by noon on Thursday of the previous week. In addition, provide the following minimum advanced notification to the engineer for incorporation into the Wisconsin Lane Closure (LCS). The LCS is linked to the 511 System and the WisDOT web site.

Shoulder closures 5 calendar days
Ramp closures 10 calendar days
Lane closures 10 calendar days
Construction stage changes 10 calendar days

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

The department has the authority to disallow any requested closures or width restrictions.

12. Removing Pavement.

The work under this item shall be in accordance to the requirements of standard spec 204, as shown on the plans, and as hereinafter provided.

Remove existing concrete pavement in a manner that causes minimal disturbance to the underlying base material.

All removed pavement shall be considered unusable material, and shall become the property of the contractor and shall be disposed of by the contractor in an environmentally acceptable manner. The cost to dispose of all excess materials, including steel reinforcement, shall be included in the item of Removing Pavement.

13. Hauling Restrictions.

Access to USH 12 for the delivery or hauling of construction materials for this project shall be at the existing or temporary ramps unless approved by the department.

The contractor shall provide personnel to control the movement of trucks entering and leaving the work sites adjacent to the "open to public areas".

Equip all vehicles traveling on public roads that are hauling materials or removals that are subject to spillage, either by wind or vibration, with tailgates and adequate sideboards. Use canvas covers and any other protective devices to prevent spillage as determined necessary by the engineer.

14. Erosion Control.

Supplement standard spec 107.20 with the following:

Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading, re-topsoiling, and installation of erosion control devices in order to minimize the period of exposure to possible erosion.

Stockpile spoil material on upland sites an adequate distance from the stream and any open water created by excavation. Install filter fabric silt fence between spoil material and the stream and between the entire disturbed area and the waterway.

WDNR mandates that appropriate erosion control measures be applied to borrow and waste areas during and following construction. Following completion of the project, restore borrow and waste areas and properly seed, mulch and protect them from the effects of erosion.

When engaged in roadway clearing operations, the contractor shall 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 a suitable self-contained particulate collector to prevent discharge from the collector bin into the atmosphere.

Remove all temporary erosion control measures after disturbed areas are stabilized or at the direction of the engineer.

Provide an erosion control implementation plan (ECIP) 14 days prior to the preconstruction conference. Do not start construction until a written approval of the ECIP has been granted from the department.

15. Pedestrian Access.

Greenway Boulevard/USH 12 eastbound and westbound Intersections and Old Sauk Road/USH 12 eastbound Intersection

At the intersections Greenway Boulevard/USH 12 eastbound and westbound, and at the intersection of Old Sauk Road/USH 12 eastbound, there are currently facilities for pedestrian crossings and sidewalks. There are no bike facilities in the construction area. Temporary pedestrian crossings and push button signals will be provided for the locations where they currently exist. Temporary pedestrian crossings will be paved surfaces with provisions for handicap access and will be relocated as necessary as the construction progresses.

Greenway Boulevard/USH 12 eastbound and westbound Intersections and Old Sauk Road/USH 12 eastbound Intersection shall be open to all traffic during construction other than the times listed in this special provision.

Greenway Boulevard and the USH 12 eastbound and westbound ramps shall be staged to through traffic during major earthmoving operations, base course placement and concrete paving.

Supplement standard spec 643 as follows:

Use drums, barricades or temporary fencing to delineate and or protect hazards in the work zone, such as exposed manholes, trenches or other drops-offs for vehicles and pedestrians. The use of such devices will be incidental to the operations that creates the hazard.

Maintain lanes of local traffic, driveways and parking lots at a minimum with crushed aggregate base course and promptly repair all voids, potholes and drop-offs.

Pedestrian movements shall be maintained at all times at the signalized intersection. Pedestrian corridors shall be guided by safety fencing or traffic drums. Pedestrian crossings of the intersection shall meet requirements of the Americans with Disabilities Act (ADA). Pedestrian walkways shall be surfaced as described in temporary material surface route special provision provided herein and be maintained ADA accessible, and free from mud, sand, and construction debris. Sections of the walkways that are disturbed or removed during construction activities shall be replaced with temporary surfaced pedestrian route prior to reopening the finished permanent walkway.

16. Notice to Contractor, Asbestos Containing Materials on Structure.

John Roelke, License Number AII-119523, inspected Structure B-13-230 for asbestos on June 5, 2013. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: caulk located in the bridge expansion joints has been identified as RACM. The material is non-friable. There is approximately 7 square feet containing 2% asbestos.

A copy of the inspection report is available from: Curt Neuhauser at (608) 245-2676. Locations of asbestos containing material are noted on the plan set. Do not disturb any asbestos containing material. Should asbestos containing material be disturbed, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response in accordance to standard spec 107.24. Keep material wet until it is abated. 107-120 (20120615)

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

John Roelke, License Number AII-119523, inspected Structure B-13-0226, B-13-0227 and B-13-229 for asbestos on June 5, 2013. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Curt Neuhauser, (608) 245-2676.

In accordance to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Curt Neuhauser, (608) 245-2676 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- · Site Name: Structure B-13-0226, USH 12 over Greenway Blvd
- Site Address: 1.7M E JCT USH 14 to W
- Ownership Information: WisDOT Transportation Southwest Region, 2101
 Wright Street, Madison, WI, 53704
- · Contact: Curt Neuhauser, PE
- · Phone: (608) 245-2676
- Age: 26 years old. This structure was constructed in 1987.
- · Area: 7645 SF of deck

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

- · Site Name: Structure B-13-0227, USH 12 over Old Sauk Rd
- Site Address: 1.3M W JCT S to W
- Ownership Information: WisDOT Transportation Southwest Region, 2101
 Wright Street, Madison, WI, 53704
- Contact: Curt Neuhauser, PE
- · Phone: (608) 245-2676
- Age: 26 years. This structure was constructed in 1987
- Area: 7645 SF of deck

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

- · Site Name: Structure B-13-0229, USH 12 over Greenway Blvd
- · Site Address: 0.6M E JCT USH 14 to W
- Ownership Information: WisDOT Transportation Southwest Region, 2101
 Wright Street, Madison, WI, 53704
- · Contact: Curt Neuhauser, PE
- Phone: (608) 245-2676
- Age: 25 years old. This structure was constructed in 1988.
- · Area: 6996 SF of deck

Insert the following paragraph in Section 6.g.:

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

107-125 (20120615)

18. Removing Concrete Apron Endwalls, Item 204.9060.S.01.

A Description

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

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Concrete Apron Endwalls as each individual unit, acceptably completed.

E Payment

Supplement standard spec 204.5 to include the following:

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

19. Temporary Shoring, Item 206.6000.S.

A Description

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

B Materials

B.1 Shoring Design

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

C Construction

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

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

D Measurement

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

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 206.6000.S Temporary Shoring SF

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

The department will not pay for temporary shoring, installed for contractor convenience that is not required in the plans. 206-005 (20110615)

20. Base Aggregate Dense, ¾ Inch.

This work shall be in accordance to the pertinent requirements of standard spec 305, except that the material used in all unpaved field entrances and private entrances and the top 4 to 6 inches of all unpaved portions of shoulders, as shown in the plan, shall consist of crushed stone.

21. Base Aggregate Dense 1 ¹/₄-Inch, Item 305.0120.

Revise standard spec 305.2.2.1 as follows:

Use 1 ¹/₄-Inch base aggregate that conforms to the following gradation requirements.

SIEVE	PERCENT PASSING BY WEIGHT
1 1/4 inch	95 - 100
1 inch	
3/4 inch	70 - 90
3/8 inch	45 - 75
No. 4	30 - 60
No. 10	20 - 40
No. 40	7 - 25
No. 200	2 - 12 [1], [2]

Limited to a maximum of 8.0 percent for base placed between old and new pavement.

^{3 - 10} percent passing when base is 3 50% crushed gravel

22. QMP Base Aggregate.

A Description

A.1 General

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.
- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
 - 1. Production and placement control and inspection.
 - 2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

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

A.2 Contractor Testing for Small Quantities

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

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

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

- If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.
- [2] For 3-inch material, obtain samples at load-out.
- [3] If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun
- 3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
- 4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a sublot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

B Materials

B.1 Quality Control Plan

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

- 6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
- 7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

B.2 Personnel

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

Required Certification Level:	Sampling or Testing Roles:
Aggregate Technician IPP	Aggregate Sampling ^[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.

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

B.3 Laboratory

(1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:

Materials Management Section

3502 Kinsman Blvd. Madison, WI 53704

Telephone: (608) 246-5388

http://www.dot.state.wi.us/business/engrserv/lab-qualification.htm

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

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

B.4.3 Control Charts

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.
- 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 OC tests.
 - 2. Department QV tests.
 - 3. Department IA tests.
 - 4. Four-point running average of the QC tests.
- (3) Except as specified under B.8.2.1 for nonconforming QV tests, include only QC tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

B.5 Contractor Testing

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

B.6 Test Methods

B.6.1 Gradation

(1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:

Gradation	AASHTO 7	Γ27
Material finer than the No. 200 sieve.	. AASHTO	Γ11

- For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
 - 1. Control limits are at the upper and lower specification limits.
 - 2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
 - 3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
 - 4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

- (1) Test the liquid limit and plasticity according to AASHTO T 89 and T 90.
- 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

- Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 - 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 - 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:
 - 1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
 - 2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
 - 3. The fracture control limit is exceeded by more than 10.0 percent.

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
 - 1. One non-random test on the first day of placement.
 - 2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

B.8.3 Independent Assurance

(1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:

- 1. Split sample testing.
- 2. Proficiency sample testing.
- 3. Witnessing sampling and testing.
- 4. Test equipment calibration checks.
- 5. Reviewing required worksheets and control charts.
- 6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

B.9 Dispute Resolution

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

C (Vacant)

D (Vacant)

E Payment

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

(2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.

301-010 (20100709)

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 straight-edging 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

- (1) 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).

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/qmp/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.

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.
- The department will notify the contractor before testing so the contractor can observe the QV testing. Verification testing will be performed independent of the contractor's QC work using separate equipment from the contractor's QC tests. The department will provide test results to the contractor within 1 business day after the department completes the testing.
- (3) The engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's testing procedures and equipment. Both parties will document all investigative work.

(4) If the contractor does not respond to an engineer request to resolve a testing discrepancy, the engineer may suspend production until action is taken. Resolve disputes as specified in C.6.

C.4.4 Documenting Profile Runs

(1) Compute the IRI for each segment and analyze areas of localized roughness using the ProVAL software. 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.

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:

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.

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 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:

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		
≥ 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		
\geq 35 to < 45	1125-(25xIRI)		
≥ 45	0		

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

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 all the work required under this bid item. 460-015 (20120615)

25. Sealing Cracks/Joints with Hot-Applied Sealant, Item 492.2010.S.

A Description

This special provision describes sealing primary crack and joints along their entire length of HMA and Portland cement concrete pavements, at locations shown in the contract documents or as directed by the engineer.

Primary cracks are defined as those cracks greater than or equal to 0.25-inches (6-mm) wide.

B Materials

B.1 Sealant Material

Use a sealant material meeting the requirements of ASTM D6690 Type II: Joint and Crack Sealants, Hot Applied, for Asphalt and Concrete Pavements. Deliver the sealant in the manufacturer's original sealed container legibly marked with the following information:

- Manufacturer's name.
- Trade name of sealant.
- Manufacturer's batch or lot number.
- · ASTM D6690, Type II.
- Minimum application temperature.
- · Maximum (or safe) heating temperature.

Prior to commencing work, provide the engineer with a certificate of compliance along with a copy of the manufacturer's recommendations pertaining to heating and application of the sealant.

B.2 Equipment

Equipment used in the performance of this work is subject to the engineer's approval.

- **Air Compressor** shall be portable and have a minimum rated capacity of 100 ft³ of air per minute at 90-psi pressure at the nozzle, and have sufficient hose to maintain a continuing operation without interruption. The unit shall also be equipped with traps that will maintain the compressed air free of oil and water.
- High Pressure Air Lance or Hot Air Lance shall be designed specifically for use in cleaning highway pavement and to remove debris, dirt, and dust from the cracks.
- Hand tools shall consist of brooms, shovels, metal bars with chisel shaped ends, and any other tools that may be satisfactorily used to accomplish this work.
- **Squeegees** shall be of a flexible rubber type, in the shape of a "vee" (V), and capable of contacting materials up to 450° F without damage to it or materials.
- Pouring Pots shall be equipped with mobile carriage, and have a flow control
 valve that allows all cracks to be filled to refusal so as to eliminate all voids or
 entrapped air and not leave unnecessary surplus crack sealer on pavement
 surfaces.
- **Melting Kettle** shall be constructed as a double lined boiler with space between the inner and outer shells filled with oil or other material for heat transfer. The material for transferring heat shall have a flash point of not less than 600° F. Positive temperature control and mechanical agitation will be provided. Direct heating shall not be used. When using, maintain the temperature of the sealing compound within the range specified by the manufacturer. The kettle shall be equipped with thermostatic controls calibrated between 200° F and 550° F.

C Construction

C.1 General

Prior to commencing work, complete all pavement repairs that are included in the contract and are adjacent to pavement cracks.

Furnish all equipment that is necessary for cleaning and sealing the pavement cracks. Use equipment meeting the description and performance requirements described herein and approved by the engineer.

Replace pavement markings that become covered or obliterated with the sealant, or both, at no additional cost to the department. Place the centerline marking, including no-passing zones on the same day that existing marking are obliterated, if the road is open to all traffic and if the surface is capable of retaining markings. Re-mark lane lines and edge lines within a timely manner.

C.2 Crack Preparation

Prepare cracks for sealing on the same day that they are to be sealed.

Use a high-pressure air lance or hot air lance to thoroughly clean cracks to a minimum depth of ½-inch (13-mm) of dust, dirt, foreign material, sand, and any other extraneous materials immediately prior to sealing. Do not burn, scorch, or ignite the adjoining pavement when using a hot air lance.

Install suitable traps or devices on the compressed air equipment to prevent moisture and oil from contaminating the crack surfaces. Maintain these devices and ensure that they are functioning properly.

Protect the public from potentially objectionable and/or hazardous airborne debris.

C.3 Sealant Melting

Heat and melt the sealant in a melter specified in B.2 Equipment.

Do not apply direct heat to the sealant. If and when using the heating kettle on concrete or asphaltic pavement, properly insulate the heating kettle to ensure that heat is not radiated to the pavement surface.

Do not use sealant material heated beyond the safe heating temperature.

If the manufacturer's recommendations allow the sealant to be reheated or heated in excess of six hours, recharge the melter with fresh material amounting to at least 20 percent of the volume of the material remaining in the melter.

C.4 Sealing

Perform sealing when ambient air temperature is at or above 40° F (5° C).

Seal the crack by placing the applicator wand in or directly over the crack opening and carefully discharge the sealant. Strike-off the sealant flush with the pavement surface using a squeegee or using a sealing shoe pressed firmly against the pavement. Only a narrow thin film of material measuring from 1.0 inches to 3.0 inches (25 mm to 75 mm) wide is allowed on the pavement surface after sealing the crack.

A low pressure, light spray of water may be used to accelerate cooling of the sealant. Blotting the sealant with fine aggregate is not allowed. Remove and dispose of sealant in excess of the specified thin "film" dimensions or that has not bonded to both sides of the crack.

Do not allow traffic on the sealed cracks until the seal has cured so as not to track. Clean sealed cracks damaged from traffic with high pressure air and reseal them to meet the specified thin film amount at no additional cost to the department.

The finished work shall produce a watertight crack sealed flush with the pavement surface.

D Measurement

The department will measure Sealing Cracks/Joints with Hot-Applied Sealant by the number of gallons of sealant used to properly seal cracks.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 492.2010.S Sealing Cracks/Joints with Hot-Applied Sealant Gal

Payment is full compensation for furnishing and placing the sealant; preparing the pavement surface; and replacing pavement markings. 492-005 (20090901)

26. Concrete Staining R-13-246, Item 517.1010.S.01.

A Description

Furnish and apply a two coat concrete stain to the exposed concrete surfaces of the structure, as detailed in the plans and as hereinafter provided.

B Materials

B.1 Mortar

Use mortar for sack rubbing the concrete surfaces as given in standard spec 502.3.7.5 or use one of the following products:

Preblended, Packaged Type II Cement: Tri-Mix by TK Products

Thoroseal Pearl Gray by Thoro Products

The mortar shall contain one of the following acrylic bonding admixtures mixed and applied in accordance to manufacturer's recommendations:

Acrylic Bonding Admixture: TK-225 by TK Products

Achro 60 by Thoro Products Achro Set by Master Builders

B.2 Concrete Stain

Use concrete stain manufactured for use on exterior concrete surfaces, consisting of a base coat and a pigmented sealer finish coat. Use the following products, or equal as approved by the department, as part of the two coat finish system:

Tri-Sheen Concrete Surfacer, Smooth by TK Products
Tri-Sheen Acrylic by TK Products
TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products
Safe-Cure and Seal EPX by Chem Masters
H + C Shield Plus by Sherwin-Williams

C Construction

C.1 General

Furnish, prepare, apply, cure, and store all materials in accordance to the product manufacturer's specifications for the type and condition of application required.

Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, prior to staining.

C.2 Preparation of Concrete Surfaces

Provide a sack rubbed finish in accordance to standard spec 502.3.7.5, using mortar as indicated above on concrete surfaces with open voids or honeycombing.

Following the sack rubbing, clean all concrete surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. As a minimum, clean the surface using a 3000-psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

C.3 Staining Concrete Surfaces

Apply the concrete stain in accordance to the manufacturer's recommendations.

Apply the concrete stain when the temperature of the concrete surface is 45° F or higher, or as given by the manufacturer.

The color of the stain shall be as given on the plan. Tint the base coat to match the finish coat; the two coats shall be compatible with each other.

Do not begin staining the structure until earthwork operations are completed to a point where this work can begin without receiving damage. Where this work is adjacent to exposed soil or pavement areas, provide temporary covering protection from overspray or splatter.

C.4 Test Areas

Prior to applying stain to the structure, apply the stain to sample panels measuring a minimum of 48-inches x 48-inches and constructed to demonstrate workmanship in the use of the form liner specified on the structure if applicable. Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, prior to staining. Prepare the concrete surfaces of the sample panels and apply stain using the same materials and in the same manner as proposed for the structure, including staining of the joints between the stones produced by the form liner if applicable. Do not apply stain to the structure until the department approves the test panels.

C.5 Surfaces to be Coated

Apply concrete stain to the surfaces in accordance to the plan.

D Measurement

The department will measure Concrete Staining (Structure) in area by the square foot of surface, acceptably prepared and stained.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 517.1010.S.01 Concrete Staining R-13-246 SF

Payment is full compensation for furnishing and applying the two coat system; for preparing the concrete surface; and for preparing the sample panels. 517-110 (20100709)

27. Noise Barriers Single-Sided Sound Absorptive N-13-0007, Item 531.0200.S.01.

A Description

This special provision describes designing, fabricating, transporting, and erecting single-sided sound absorptive noise barriers in accordance to the plans, applicable portions, the department-approved installation specifications, and as hereinafter provided.

B Materials

All materials used in the work shall conform to the pertinent requirements of the standard specifications and as hereinafter specified.

Provide grade A, A-2, A-FA, A-S, A-T, A-IS, or A-IP concrete conforming to standard spec 501 for concrete posts and the core component of composite concrete sound absorbing panels.

B.1 System Pre-Qualification

The noise wall system supplied must be pre-qualified by the department. The department maintains a list of pre-qualified systems which can be viewed at: http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm

Systems eligible for use on this project shall be pre-qualified prior to the award of this contract.

B.2 Design

The department specifies pre-qualified single-sided sound absorptive noise barrier products on the department's approved product lists available at:

http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm

Provide the name of the selected system to the engineer within 25 days after award of the contract. Schedule a pre-design meeting with the engineer subsequent to award of the contract and prior to beginning design of the noise barrier. The suppliers of the noise barrier components shall attend this meeting.

B.2.1 Structural and Foundation Design

The structural and foundation design of the noise barrier system shall be in accordance to the current edition of "Guide Specifications for Structural Design of Sound Barriers published by the American Association of State Highway and Transportation Officials (AASHTO), 444 North Capitol Street, NW, Suite 225, Washington, DC 20001.

Design the noise barrier to withstand wind pressure, applied perpendicular to the barrier, in each direction, of 28.5 pounds per square foot for ground mounted barriers, and 37.5 pounds per square foot for structure mounted barriers.

The top 3-feet of supporting soil shall be ignored in the design of ground-mounted barrier foundations.

B.2.2 Fire Hose Access Openings

Design fire hose access openings, at locations shown on the plans, with additional reinforcement and protective coating around the opening as necessary to maintain structural integrity. Detail drawings shall show the additional reinforcement and method for attaching the Fire Hydrant Location Signs to the barrier panel.

B.2.3 Barrier Profile

Unless otherwise shown on the plan or approved by the engineer, design the top of the noise barrier to be horizontal and at or above the acoustic elevation line shown on the plans. The bottom elevation of the noise barrier shall be as shown on the plans. Changes in elevation shall be accomplished by stepping sections at posts. Steps shall not exceed 3-feet in height. All joints shall be horizontal or vertical and shall be aligned with the adjacent panels.

B.2.4 Panel Orientation

Design the panels to prevent entrapment and ponding of water. Avoid inadvertently providing areas for perching, nesting of birds or collecting of dirt and debris in the design of the noise barrier system.

B.2.5 Color and Surface Texture

Unless otherwise shown and provided for in the plans, wall pattern shall contain textures with relief features of sufficient depth and quantity to be distinguishable at an observation distance of 500-feet. The color(s) and texture(s) chosen will be within the following parameters; however, at the discretion of the engineer, a single color and/or a single texture may be selected for either side of the noise barrier.

	Freeway Side	Residential Side
Number of colors	2	2
In the proportion of	75:25 (±5%)	75:25 (±5%)
Number of textures	2	2
In the proportion of	75:25 (±5%)	75:25 (±5%)

Architectural pattern and color shall be as shown in the plans.

The final color of the panels and posts shall be earth tone browns and tans. Posts and panels shall be the same color as shown on the plans and match the standard color system list. Coating and coloring of the post and panels shall be shop applied.

All individual noise barrier panels shall not be more than one color, except as noted in the following paragraph below, and shall be the same color on both sides, unless otherwise approved by the engineer. Noise barrier posts shall be manufactured of the same materials throughout the project.

Supply and deliver to the engineer a 3-foot x 5-foot minimum test panel for each panel type with the specified pattern and colors. Obtain the engineer's acceptance of the panel's pattern and color prior to production of the panels required for the contract. The accepted pattern and color test panels shall remain on the project site in a readily accessible location for the duration of the project. The accepted pattern and color sample panels will be the standard for all noise barriers on the project.

The engineer will visually inspect panels for color consistency upon arrival at the project. The panels shall have no substantial variation in color from the accepted sample panel submitted for the project. All panels with substantial color variation will be rejected and shall be removed from the project.

B.2.6 Sound Transmission Loss (TL)

Design the noise barrier panel material to achieve a transmission loss equal to or greater than 20 decibels in all test frequency bands.

B.2.7 Noise Reduction Coefficient (NRC)

Design the noise barrier so that at least 70 percent of the highway side of the noise barrier panels that are 2-feet above the ground shall have a minimum NRC of 0.80. The remaining noise barrier panels on the highway side that are 2-feet or more above the ground shall have a minimum NRC of 0.70.

B.2.8 Structural Steel

Galvanize all structural steel after fabrication by the hot dip process in accordance to ASTM A123. Galvanize steel hardware and threaded fasteners, bolts, nuts, and washers in accordance to ASTM A153

Shop coat all steel galvanized surfaces exposed to view with an approved paint system as hereinafter specified. Clean galvanizing surfaces to be painted per SSPC-SP1 to remove, chlorides, sulfates zinc salts, oil, dirt, organic matter and other contaminants. The cleaned surface should then be Brush Blast Cleaned per SSPC-SP7 to create a slight angular surface profile (1.0 - 1.5 mils suggested) for adhesion. Blasting should not fracture the galvanized finish or remove any dry film thickness.

After cleaning, provide a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface. The tie coat shall etch the galvanized surface and prepare the surface for the top coat. Apply a top coat matching the finished color specified in B.2.5. Use a pre-approved top coat that is resistant to the effects of the sun, and is suitable for use in a marine environment. Exercise care so as not to damage the painted surfaces during shipment and erection of the noise barriers.

Use one of the qualified paint sources and products given below. An equivalent system may be used with the written approval of the engineer. Supply the engineer with the product data sheets before applying any coating. The product data sheets shall indicate the mixing and thinning directions, the recommended spray nozzles and pressures, the minimum drying time for shop applied coats, and the recommended procedures for coating galvanized bolts, nuts, and washers.

Producer	Coat	Products	Dry Film Minimum Thickness (mils)	Minimum Time Between Coats (hours)
Sherwin Williams 1051 Permeter Drive, Suite 710 Schaumburg, IL 60173 (847) 330-1562	Tie	Recoatable Epoxy Primer B67-5 Series/B67V5	2.0 to 4.0	6
	Тор	Acrolon 218 HS Polyurethane, B65-650	2.0 to 4.0	NA
Carbolin 350 Hanley Industrial	Tie	Rustbond Penetrating Sealer FC	1	36
St Louis, MO 63144 (314) 644-1000	Тор	Carboline 133 LH	4	NA
Wasser Corporation 4118 B Place NW	Tie	MC-Ferrox B 100	3.0 to 5.0	8
Suite B Auburn, WA 98001	Тор	MC-Luster 100	2.0 to 4.0	NA

B.2.9 Design Coordination

B.2.9.1 Underground Utility and Drainage Crossings

Design the noise barrier post spacing so as not to interfere with the existing utility and drainage facilities.

Design the noise barrier post spacing so as not to interfere with proposed utility and drainage facilities shown in the plans. This includes proposed roadway lighting and ITS facilities

B.2.9.2 Proposed Structures

For noise barriers mounted behind or near proposed retaining walls, coordinate and design the noise barrier post spacing so as to not interfere with embedded portion of the proposed retaining walls, including MSE wall soil reinforcement and tieback anchors on soldier pile and timber lagging retaining walls.

For noise barriers mounted on proposed bridges and retaining walls, coordinate and design the noise barrier post spacing to coincide with noise barrier post and embedded noise barrier anchor assembly spacing shown on the bridge and retaining wall plans. Coordinate any required changes to the noise barrier post spacing and embedded noise barrier anchor assembly locations shown on the bridge and retaining wall plans, if required for the design of the noise barrier.

B.2.10 Project Submittal Requirements

Submit three copies of the following documents to the engineer for review:

- 1. All structural and foundation design calculations.
- 2. Detailed design/shop drawings.
- 3. Certifications for all materials, including trade name of the products along with the name and address of the manufacturers.

- 4. Specifications regarding installation requirements and sequence of construction, including a detailed bill of materials.
- 5. Detailed colored plan of the aesthetic treatment for the entire noise barrier.

Submit the following documents to the Bureau of Structures Design Section:

1. Three sets of design/shop drawings and one set of design calculations for review and acceptance. Any necessary revisions and/or corrections required for acceptance will be noted and returned to the contractor.

Design calculations shall be on 8½ x 11-inch sheets, neatly bound with a title sheet listing the complete project identification number and sound barrier designation. Design/shop drawings shall conform to the contract plans and the requirements of these special provisions. The design/shop drawings shall consist of plan and profile sheets, details, explanatory notes, erection diagrams, aesthetic treatments, and other working plans. All dimensions, sizes of material, material information and other information necessary for the complete fabrication and construction of the noise barrier should be designated on the appropriate sheets. The design/shop drawings shall be drawn to an appropriate scale on reproducible sheets 11 x 17-inches including borders. Each sheet shall carry the complete project identification number and noise barrier designation. Design/shop drawings and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

B.2.10 Review Process

All documents, including drawings, calculations and related material submitted for review will be given final acceptance by the engineer.

It is expressly understood that the engineer's review and acceptance of the drawings, calculations, and related material, submitted by the contractor, means only an acceptance of the character and sufficiency of the details, and does not relieve the contractor from responsibility in regard to errors or omissions on said submittals.

The final accepted design documents and/or shop drawings shall become a part of the contract. Any substitution of materials or dimensions contemplated by the contractor's submitted documents, different from materials or dimensions shown on the contract plans, shall be made only when approved by the engineer, and in such case, additional costs resulting from such substitution shall be borne by the contractor.

Ordering of materials by the contractor prior to acceptance of the submittal requirements shall be at the contractor's own risk.

B.3 Wall System Testing Requirements

All test reports required in section B.3 shall reference the specific facility which will be producing material for this contract. Test reports shall be representative of differing production lots on materials manufactured for this specific contract which is representative of the manufacturer's continuous production for wall systems. Panels tested or from which samples will be taken from shall be selected and appropriately marked by the engineer

either at the manufactures' plant or from panels delivered to the project at the engineer's option. Test reports will be required for each lot of material not to exceed 100,000 SF of noise barrier produced. Testing shall be conducted on panels within the first 30,000 SF of production of each lot not exceeding 100,000 SF. For projects that do not exceed 100,000 SF, a minimum of two lots of material will represent the project, each lot representing equivalent square footage. The first set of tests conducted for projects that do not exceed 100,000 SF shall be within the first third of the total square footage of the project.

Products tested should be tested as a system under the requirements in B.3.1 and B.3.2; this includes stain intended for the supplied concrete and composite concrete components wall panels.

B.3.1 Noise Reduction Coefficient (NRC)

The noise barrier panel shall be tested in accordance to ASTM C423, and placed in accordance to ASTM E795, mounting type A, to determine the noise reduction coefficient (NRC) of the material. Submit to the engineer an independent testing laboratory test report that shows that the noise barrier panels achieve an NRC as specified for the highway side of the barrier.

B.3.2 Salt Scaling Resistance

All sound absorbing composite concrete and composite concrete components shall be tested for salt scaling resistance in accordance to ASTM C672 and the following modifications and/or requirements:

B.3.2.1 Test Specimens

For the purposes of the test, three specimens of a full cross section of the composite panel at least 12 inches x 12-inches shall be selected at random from the provided composite panel as defined in B.3. Sample specimens shall be from production panels as selected and marked by the engineer, representative of the manufacturer's continuous production operation.

The surfaces of the sample specimen(s) shall be prepared for testing as follows. Brush the surfaces of the sample to remove any loose particles. The test specimens shall then be submerged in water for a period of 24 hours prior to testing. Immediately following this, the specimens shall be covered with the sodium chloride solution as stated below.

B.3.2.2 Test Procedure

Place samples in a 5 sided water tight container in which a solution of sodium chloride (concentration 3% by mass) fully submerges the specimen. A ½- inch of sodium chloride solution shall be maintained above the top surface of the fully submerged specimen within the container.

The specimens shall then be subjected to continuous freeze-thaw cycles as follows:

After each five cycles, the salt solution and particles of deteriorated concrete shall be removed from the slab and collected in a watertight container. The operation is best accomplished by tilting the slab in a funnel approximately 20-inches in diameter and washing the surface of the slab with a 3% sodium chloride solution. This washing should continue until all loose particles are removed from the concrete. The solution shall then be strained through a filter and the residue dried out at 221 degrees Fahrenheit to a constant mass condition. The residue shall be cumulatively weighed after each five cycles. This residue shall be defined as the loss of mass and expressed in pounds per square foot of exposed slab area. This is to exclude the concrete core for composite concrete panels in the calculation of the area used to express the mass loss per square foot. The loss of mass shall be calculated to the nearest 0.01 pounds per square foot. The surfaces should be rated in accordance to 10.1.5 of ASTM C672 including any delamination of the sound absorbing material from the concrete core for composite concrete materials. After the washing of each slab, a new solution of sodium chloride (concentration 3% by mass) shall be placed in the 5 sided water tight container to fully submerge the specimen to a depth of 1/4-inch above the top surface of the fully submerged test specimen.

The test shall continue until 50 freeze-thaw cycles have been completed.

During the test each specimen shall be positioned and supported to allow free circulation of the test solution under, around, and over test pieces. The bottom of the specimens shall be supported on blocks in a manner to assure movement of moisture through and around the test specimen(s).

B.3.2.3 Test Report

Submit to the engineer an independent testing laboratory test report which shows that all solid and composite concrete products meet or exceed the following criteria:

- a. After 50 freeze-thaw cycles the test specimens shall not exhibit excessive deterioration in the form of cracks, spalls, aggregate disintegration, delamentation or other objectionable features.
- b. Compliance with the test requirements is based upon a loss of mass of not more than 0.2 pounds per square foot from the surface after 50 cycles of freezing and thawing. The measured surfaces are not to include the exposed surface of any core material of a composite concrete component.
- c. The report shall include the following:
 - 1. Name of manufacturer.
 - 2. Location of production.
 - 3. Production description.
 - 4. Date product sample was cast.
 - 5. Commencement date of testing.
 - 6. Specimen identification.
 - 7. 5x7-inch color photographs of the test specimens before and after the 50 cycles of freeze-thaw test.

- 8. A graph of the cumulative mass loss of each specimen plotted against the number of freeze-thaw cycles for 5, 10, 15, 20, 25, 30, 40, and 50 freeze-thaw cycles.
- 9. Visual rating in accordance to 10.1.5 ASTM C672 including report of any delamination of the sound absorbing material from the concrete core for composite concrete components.

B.4 Wall Systems Material Requirement

Provide certification of compliance to all applicable requirements in B.4. All material certifications shall reference the specific facility manufacturing the material and this contract. Certifications will be required for each lot of material not to exceed 100,000 SF of noise barrier produced. For projects that do not exceed 100,000 SF, a minimum of two lots of material will represent the project, each lot representing equivalent square footage.

B.4.1 Sound Transmission Loss (TL)

Submit to the engineer certification of compliance that the sound transmission loss of the panel material, when tested in accordance to ASTM Standard E90, achieves a transmission loss as specified in B.2.6.

B.4.2 Structural Steel

Submit to the engineer certification of compliance that structural steel galvanized after fabrication is in accordance to ASTM A123. Steel posts of post and panel walls shall be galvanized. Any galvanized surfaces exposed to view shall be coated with an approved paint system as referenced in B.2.8.

B.4.3 Accelerated Weathering

Submit to the engineer certification of compliance that all coatings on barrier components, with the exception of structural steel and wood components comply with the following requirements when tested by ASTM Standard G155, G153, or G152 after 2400 hours of exposure on a cement based test specimen(s).

- 1. No checking when rated in accordance to ASTM D660.
- 2. No cracking when rated in accordance to ASTM D661.
- 3. No blistering when rated in accordance to ASTM D714.
- 4. No difference in adhesion between the unexposed control sample and an exposed sample when tested in accordance to ASTM D3359, Method A.
- 5. No chalking less than #7 rating when rated in accordance to ASTM D4214.
- 6. No color change greater than 5 NBS units when measured in accordance to ASTM D2244, using illuminant D65 and the 1964 10-degree standard observer.

B.4.4 Corrosion Resistance (Salt Fog Exposure)

Submit to the engineer certification of compliance that all coated steel components, with the exception of structural steel, has a coating system that has been tested for corrosion resistance in accordance to ASTM B117 and comply with the following requirements:

- 1. No checking when rated in accordance to ASTM D660.
- 2. No blistering when rated in accordance to ASTM D714.
- 3. No loss of adhesion when tested in accordance to ASTM D3359 with no evidence of corrosion along the edges of the samples or along the score lines, or both, or other defects.

B.4.5 Steel Panels

All steel panels shall be minimum nominal 20 gauge galvanized steel. The steel panels shall be free from laminations, blisters, slivers, open seams, pits from heavy rolled-in scale, ragged edges or other defects that may affect their appearance or use for the intended purpose. All shearing, cutting, and punching shall be done prior to preparation of the panels for application of coatings.

B.4.6 Aluminum Panels

All aluminum panels shall be minimum 0.063 inch nominal thickness or greater. The aluminum panels shall be free from laminations, blisters, slivers, open seams, pits from heavy rolled-in scale, ragged edges or other defects that may affect their appearance or use for the intended purpose. All aluminum panels shall conform to the thickness tolerances of the Aluminum Association, Inc. All shearing, cutting, and punching shall be done prior to preparation of the panels for application of coatings.

B.4.7 Timber Components

All lumber and timber furnished for the work shall be in accordance to the requirements of standard spec 507 and as hereinafter specified.

B.4.7.1 Species of Wood

All lumber and timber, with the exception of Glue Laminated Timber, shall be from one of the following species: Douglas Fir-Larch, Southern Pine, and Hem-Fir.

Glue laminated timber shall be Southern Pine.

B.4.7.2 Preservative Treatment

All timber components shall receive a chemical preservative treatment. The wood shall be dried to 19% or less prior to treatment. The wood shall be treated using a chromated-copper arsenate solution in accordance to standard spec 507.2.2.6. After treatment, all wood having nominal dimensions less than 3-inches by 3-inches shall be air or kiln dried to a maximum moisture content of 15%. Wood in greater dimensions shall be dried to maximum moisture content of 19%. The required Certificate of Preservative Treatment shall indicate compliance with the maximum moisture content requirement(s), in addition to requirements of the preservative treatment specifications herewith set forth. Wood shall be protected from increases in moisture content until incorporated into the work

B.4.7.3 Glue Laminated Timber

Glue laminated timber shall contain the mark of a recognized inspection agency as being in conformance with ANSI/AITC A190.1. A wet-use adhesive suitable for use with treated

wood as shown in ANSI/AITC A190.1 shall be used. Members shall be of Industrial appearance grade per AITC 110.

Lumber to be glue laminated shall be pressure preservative treated prior to gluing to a retention of 0.4 pounds per cubic foot.

B.4.7.4 Lumber

Non-laminated timber shall not exceed the proportion of six (nominal width) to one (nominal thickness) and shall be No. 1 grade or better. Sound knots shall extend through members no farther than 50 percent of the cross-section width. Unsound knots are not permitted. Knots are not permitted in the fastening area of any member.

B.4.7.5 Plywood

Plywood shall be exterior type conforming to the provisions of the US Product Standards PS-1 and shall bear the mark of a qualified and approved inspection and testing agency.

B.4.7.6 Sealant/Stain

All wood components of the barrier system shall be coated with a wood sealer/stain as hereinafter provided.

The manufacturer shall select a sealer/stain from one of the sources on the department's approved product list. Product data sheets shall be provided which indicate the mixing directions and recommended method(s) of application. The method and rate of application shall be as recommended by the producer.

B.4.7.7 Hardware and Fasteners

All hardware and fastening devices shall be either hot dipped galvanized steel or made of nonferrous or stainless steel. Fastening devices shall be screws; no nails or staples shall be allowed.

B.4.7.8 Mineral Fiber Material

Mineral fiber material used to increase sound absorption shall be manufactured in accordance to Federal Specification HH-1-558B and ASTM C612. Mineral fiber material shall have a minimum density of 6 pounds per cubic foot, shall absorb less than 1 percent of water when tested in accordance to ASTM C553, be non-corrosive, and nonhygroscopic. The mineral fiber material shall be fastened to the noise barrier system in a manner to prevent sagging when in a saturated condition.

C Construction

C.1 General

Construct the noise barriers at the locations shown on the plans, in accordance to the contract specifications and design drawings and/or as directed by the engineer. All sound absorbing composite concrete components shall be delivered to the project site(s) as a finished component. A sound absorbing composite concrete system, which has the sound absorbing material glue-laminated or alternately affixed by a secondary adhesion method on the project site, will not be allowed.

Provide a minimum ten day notice to the engineer of the date that the fabrication of the noise barrier material will commence. Certifications and test reports will be required for each lot of material not to exceed 100,000 SF of noise barrier produced. For projects that do not exceed 100,000 SF a minimum of 2 lots of material will represent the project, each lot representing equivalent square footage.

Panels from which samples will be taken from for testing required in B.3 shall be selected and appropriately marked by the engineer either at the manufactures' plant or from panels delivered to the project at the engineer's option. Test reports will be required for each lot of material not to exceed 100,000 SF of noise barrier produced. Testing shall be conducted on panels within the first 30,000 SF of production of each lot not exceeding 100,000 SF. For projects that do not exceed 100,000 SF, a minimum of two lots of material will represent the project, each lot representing equivalent square footage. The first set of tests conducted for projects that do not exceed 100,000 SF shall be within the first third of the total square footage of the project.

Inspect all materials delivered to the construction site for proper dimensions, honeycombing, cracks, voids, surface defects, consistency in color and texture, and any other damage or imperfections, prior to installation.

If any part of the noise barrier material fails to comply with any requirements of the contract specification, the component shall either be corrected, permanently marked as unacceptable and be disposed of by the contractor or accepted at a reduced price. The decision will be made by the engineer and is dependent on the severity of the specification deviation.

C.2 Fire Hydrant Location Signs

Furnish and install fire hydrant location sign(s). These shall be attached to the noise barrier at each location shown on the plans by a method as shown on the department's approved drawings. The signs shall conform and be of the type specified in the department's sign plate book, plate D9-54 and/or D9-54A.

Compensation for furnishing and placing the fire hydrant location signs shall be included in the contract price for Noise Barriers Single-Sided Sound Absorptive and no additional compensation therefore will be allowed.

C.3 Name Plates

Furnish and install name plates conforming to the requirements of standard spec 506.2.4.

Furnish and place one name plate on each noise barrier at the location indicated on the plans.

Rigidly attach each plate to the barrier by a means approved by the engineer.

Compensation for furnishing and placing of name plates shall be included in the contract price for Noise Barriers, Single-Sided Sound Absorptive Structure and no additional compensation therefore will be allowed.

C.4 Structure Mounted Noise Barriers

Do not erect noise barriers mounted to bridge or retaining wall structures until after the concrete masonry for bridge decks and parapets or retaining wall moment slabs and parapets have attained their specified 28-day strength.

For noise barriers mounted to moment slabs and parapets on top of MSE retaining walls, erection of the noise barrier is limited to two-thirds the height of the noise barrier acoustical line shown in the plans prior to placement of earth fill or pavement over the top of the moment slab as shown in the plans. Erection of the noise barrier in excess of two-thirds its height to the full height of the noise barrier acoustical line shown on the plans may not occur until after the earth fill or pavement structure over the top of the moment slab shown in the plans is complete.

C.5 Tolerances The posts and panels comprising the noise barrier shall be installed plumb within ½-inch of vertical in 15-feet. The posts shall be located to the line and grades as shown in the plans to within +/- ¾-inch. Horizontal joints of adjacent panels shall be lined up to a vertical tolerance of ¼-inch. Where vertical adjustments are required for alignment, a mortar base or steel shims shall be used. Galvanize and prime coat steel shims in accordance to B.2.8.

D Measurement

The department will measure Noise Barriers Single-Sided Sound Absorptive (Structure), as set forth in the contract plans without measurement thereof. Any modifications to the contract quantity caused by corrections or revisions of the original contract plan, which have been approved by the engineer, will be measured by the square foot. This area in square feet will be determined by measuring the length in linear feet along the faces of the noise barrier, and height in linear feet from bottom to top of the noise barrier, then multiplying the measured length by the measured height, and the contract quantity will be adjusted accordingly to determine the final pay quantity.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 531.0200.S.01 Noise Barriers Single-Sided Sound Absorptive N-13-0007 SF

Payment is full compensation for preparing the design drawings and calculations; supplying and delivering samples and test barrier panels as required in B.2.5 and B.3; furnishing all labor, equipment, and materials required for the manufacture, testing, supply, and delivery of the noise barrier material including aesthetic patterns on panel and coloring; furnishing all labor, tools, equipment, and materials required to construct the

noise barriers, including site preparation, all necessary excavation, disposing of materials, constructing foundations, and erecting posts and panels. 531-005 (20110615)

28. Pipe Grates, Item 611.9800.S.

A Description

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

B Materials

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

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

C Construction

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

D Measurement

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

Payment is full compensation for furnishing and installing all materials; and for drilling and connecting grates to pipes. 611-010 (20030820)

29. 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

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)

30. Blue Specific Service Signs.

Supplement standard spec 638.3.4 with the following:

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

31. Traffic Control.

Perform this work in accordance to standard spec 643, as shown on the plans or as approved by the engineer, except as hereinafter modified, and as described under the "Traffic" article of these special provisions.

Coordinate all arrangements for handling traffic with the engineer before starting work. Ensure that all traffic control devices are in place and approved by the engineer before the beginning of each stage.

Do not disturb, remove or obliterate any traffic control signs, advisory signs or delineators not included in the plan, along the traveled roadways without the approval of the engineer.

Prior to the installation of traffic control devices, provide the engineer and the State Highway Patrol with the name and telephone number of a local person responsible for the emergency maintenance of traffic control that can be contacted during non-working hours in the event a safety hazard develops

During the life of this contract, provide 24 hour-a-day availability of equipment and forces to promptly restore barricades, or other traffic control devices that are damaged or disturbed. In no case shall any barricade or other traffic control device be out of service for more than 24 hours.

Use drums or barricades to delineate rest area traffic and/or protect hazards in the work zone such as exposed manholes or dropoffs. The use of such devices shall be incidental to operations that created the hazard.

Conduct operations in such a manner that causes the least interference and inconvenience to the free flow of vehicles on USH 12. This includes the following:

- 1. Immediately repair or replace at contractor expense any damage done to traffic control signs or advisory signs along the traveled roadway during construction operations.
- 2. Deliver materials and equipment off the live traveled lanes and shoulders.
- 3. Completely cover any signs containing messages conflicting with nearby signs.
- 4. Immediately clean up debris falling onto the roadway.

Construction Staging

Construction Stage 1A and 1B

- Bridge work and repairs.
- Bridge deck and surface repair.
- USH 12 eastbound and westbound milling and repaving of the outside shoulder.
- Repaying the gore of USH 12 eastbound and westbound on and off ramps at the Old Sauk Road interchange.
- Repaying the gore of USH 12 eastbound and westbound on and off ramps at the Greenway Boulevard interchange.
- Construction of the noise barrier along the westbound lane from Old Sauk Road to Mineral Point Road.
- Pavement marking setup for Stage 2.

Traffic Control Stage 1A and 1B

- · Night time lane closures for bridge work and paving work.
- Temporary barrier will be installed along the westbound lane from Old Sauk Road to Mineral Point Road to isolate the noise barrier work zone.

Work Zone Stage 2A

- Replacing wing walls on the SE and NE corners of B-13-226.
- Bridge work and repairs.
- · Noise barrier completed before paving operations begin.
- Reconstruction of the eastbound and westbound median shoulder.
- First layer on HMA pavement placed after rubblizing on the median lane of the eastbound and westbound lanes.
- Removing and replacing concrete median barrier wall from Terrace Avenue to Greenway Boulevard on the eastbound and westbound lanes.

Traffic Control Stage 2A

- Night closures for median shoulder construction, wing wall replacement and HMA paving.
- Noise barrier completed behind temporary barrier wall during any combination of day and night hours

Work Zone Stage 2B

Rubblizing concrete pavement and placing HMA overlay on outside lanes eastbound and westbound along with the associated ramps

Traffic Control Stage 2B

· Night work outside lane closed and ramps closed when paving occurs.

Work Zone Stage 3A

- Placing temporary concrete barrier on the outside of USH 12 eastbound and westbound directions at the beginning of the stage.
- Grading on the outside of USH 12, both eastbound and westbound directions.
- Construction the auxiliary lanes both eastbound and westbound between Old Sauk Road and Greenway Boulevard.
- Constructing parallel entrance and exit lanes between Old Sauk Road and Greenway Boulevard both eastbound and westbound.
- Constructing ramp extensions.
- Storm sewer and pipe work.
- Modifying the existing intersections and ramp terminals at Greenway Boulevard and Old Sauk Road.
- Modifications on the Mineral Point Road on ramp.
- Removing the temporary concrete barrier placed in beginning of stage.

Traffic Control Stage 3A

- Traffic will be shifted to median on the newly constructed median shoulder and median lane
- Night closures will take place to modify the existing intersections and ramp terminals at Greenway Boulevard, Old Sauk Road and Mineral Point on ramp.

Work Zone Stage 3B

• Paving of the HMA surface on the median lane and shoulder along with needed permanent pavement markings.

Traffic Control Stage 3B

• Night time lane closure of the median lane.

Work Zone Stage 3C

• Paving of the HMA surface on the outside lane, auxiliary lanes, ramps and shoulder with needed permanent pavement markings.

Traffic Control Stage 3C

· Night time lane closures of outside lane and ramps when needed.

Work Zone Stage 4A

- Constructing asphaltic rumble strips median shoulder.
- Pavement finishing median lane.
- Restore pavement markings (epoxy and wet reflective tape).
- Placing beam guard.

Traffic Control Stage 4A

• Night time lane closure of the median lane.

Work Zone Stage 4B

- · Constructing asphaltic rumble strips outside shoulder.
- Pavement finishing outside lane.
- Restoring pavement markings on the outside lane.
- · Placing beam guard.

Traffic Control Stage 4B

Night time lane closures of outside lane and ramps when needed.

32. 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.

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)

33. Pavement Marking Grooved Wet Reflective Tape 4-Inch, Item 646.0881.S; Pavement Marking Grooved Wet Reflective Tape 8-Inch, Item 646.0883.S.

A Description

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

B Materials

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

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

C Construction

C.1 General

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of pavement marking 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 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 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 120 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 120 psi air pressure to clean the groove.

C.6 Tape Application

Apply the wet reflective pavement marking tape when both the air and surface temperature are 40 degrees F and rising.

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

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

• Apply P-50 during October 1 to April 30, both dates inclusive.

2) For the remainder counties:

• Apply either adhesive.

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

Tamp the wet reflective pavement marking 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 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
646.0881.S	Pavement Marking Grooved Wet Reflective Tape 4-Inch	LF
646.0883.S	Pavement Marking Grooved Wet Reflective Tape 8-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary. 646-018 (20120615)

34. 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 significantly different entry points into the existing pull box, manhole, or junction box will constitute multiple units of payment.

E Payment

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

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

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

35. Traffic Signals.

General Provisions for Traffic Signals

Perform all work on the lighting and conduit/pull box system in accordance to the Wisconsin Electrical Code, and applicable provisions of the standard specifications, and these special provisions and plans. Each pedestrian push button installation shall include "Push Button for Walk Signal" signs. Single direction arrow signing shall also be used with all buttons except single buttons on median poles.

General Provisions for Conduit Installation

Supplement standard spec 652 as follows:

Mark the location of each conduit, where conduit crosses traffic areas, by a permanent chiseled arrow or other appropriate permanent stamp on top of the curb head. Install and connect all conduit to the concrete bases, manholes, handholes, existing conduit, or conduit elbows so as to provide a continuous network, unless otherwise indicated on the plan. All connections shall be watertight. Do not install drainage holes in conduit. Uncover the ends or mid-sections of all existing conduit that is being extended by or incorporated into this project work.

When connections are to be made to an existing conduit, first verify that the existing conduit is fully clear and useable for its entire cross-section and length. When the existing conduit is found to be defective, notify the engineer and do not proceed until the engineer so directs. If the contractor connects to an existing defective conduit without the express direction from the engineer, the contractor shall make any and all necessary repairs and replacements to all conduits, including conduit that was "existing" prior to the contractor

starting work and to the satisfaction of the engineer. All costs of this work shall be at the expense of the contractor.

Turn up conduits terminating in a non-paved location and not in a structure, and end at terrace finish grade with a PVC cap securely attached, per duct termination detail. Where conduit runs parallel to curb and gutter, place the conduit within 12 inches of the back of the curb, except as directed by the engineer. The engineer will determine termination points not within pull boxes or concrete bases.

Unless the contract provides for installation of cable, cap the ends of each run of conduit with standard conduit caps or otherwise appropriately plug the ends to preclude infiltration of water and soil. Install a pull wire in each conduit, except those with only streetlight wire. A pull wire shall be approximately 4 feet longer than the conduit run, and shall be doubled back for at least 2 feet at each terminal. The pull wire shall be #10 AWG copper, stranded, with THHN insulation and green color coding. Install the pull wire within seven days of completing a conduit installation from structure-to-structure.

Use a 6-inch minimum sand padding below the conduit and a 6-inch minimum sand lift above the conduit. Do not backfill trench with any rocks larger than 4 inches in diameter or any foreign debris.

36. Department Maintained Traffic Signals.

All traffic signal work shall be in accordance to the standard specifications and these plans and specifications.

Note that failure to comply with the state standards and specifications may result in the cost of the corrections to be made at the contractor's expense.

37. Electrical Service Meter Breaker Pedestal, Item 656.0200.

Append standard spec 656.3.4 with the following:

Electrical utility company service installation and energy cost will be billed to and paid for by the maintaining authority.

Install the cabinet base, meter breaker pedestal and conduit crossings first, so the electrical utility company can install the service lateral. Finish grade the service trench, replace topsoil that is lost or contaminated with other materials, fertilize, seed, and mulch all areas that are disturbed by the electrical utility company.

The contractor shall coordinate installation of the electrical service meter breaker pedestal with the department.

Append standard spec 656.5(3) with the following:

Payment is full compensation for grading the service trench; replacing topsoil; and for fertilizing, seeding, and mulching to restore the disturbed area of the service trench.

38. Temporary Traffic Signals For Intersections, Greenway Boulevard and USH 12 Eastbound Terminal Ramps, Item 661.0200.01; Temporary Traffic Signals For Intersections Greenway Boulevard and USH 12 Westbound Terminal Ramps, Item 661.0200.02.

Replace standard spec 661.2.1 with the following:

The contractor shall use the existing splice cabinet, existing controller cabinet and existing meter breaker.

Electrical utility company service installation and energy cost will be billed to and paid for by the maintaining authority.

Delete standard spec 661.2.1.7.1.

Append standard spec 661.3.1 with the following:

The department will terminate field wiring within the cabinet. Contractor shall contact the Traffic Operations Engineer, (608) 246-5360 a minimum of five working days prior to the temporary signal being used.

Append standard spec 661.3.1 with the following:

The department will disconnect the field wiring within the cabinet.

Delete second paragraph of standard spec 661.4.

Delete third paragraph of standard spec 661.5.

Append standard spec 661.4 with the following:

All underground installations will be measured under different bid items.

Append standard spec 661.5 with the following:

All underground installations will be paid for under different bid items.

39. Intelligent Transportation Systems (ITS).

The ITS work shall be coordinated with the highway work.

All conduits and pull boxes locations shall be approved by the engineer before installing cable/wire. All ITS installations shall be approved by the engineer before connection into the system. Disconnection and connection of any existing FTMS field element shall be approved by the engineer.

Contact Mr. Dean Beekman of the department's STOC (414) 227-2154) at least 10 working days prior to the beginning of the ITS work and prior to the execution of any connection, disconnection, and approval of services.

Contact Mr. Dean Beekman at least four weeks prior to the contractor's proposed date for the relocation of pole with repeater antenna.

40. Intelligent Transportation Systems (ITS) Control of Materials.

Section 106.2 – Supply Source and Quality

Is modified by the addition of the following:

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

Department-Furnished Items
Ramp Meter Processor Assembly
EIA-232 to EIA- 422 Converter
Loop Emulation Cards
Dual Loop Monitor
Microwave Detector Assemblies
ITS Field Cabinet
Microwave Emulation Cards

Pick-up small department-furnished equipment, such as communications devices, cameras, and controllers from the department Statewide Traffic Operations Center (STOC), 433 W. St. Paul Ave., Milwaukee, WI 53203 at a mutually agreed upon time during normal State office hours. Contact Don Schell at (414) 227-2148 to coordinate pick-up of equipment.

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

41. Intelligent Transportation System – General.

A Description

The work herein is included in the contract items for 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 WisDOT Traffic Operations Center (TOC).
 This work must be done in a way that minimizes communication outages for the existing equipment.
- Some of the equipment to be installed will be furnished by the department. Make a reasonable effort to discover defects in that equipment prior to installing it.

A.1 Surge Protection

Equip every ungrounded conductor wire entering or leaving any equipment cabinet or camera housing 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

All equipment and component parts furnished shall be new and have high quality workmanship. All controls, indicators, and connectors shall be clearly and permanently labeled in a manner approved by the engineer. All equipment of each type shall be identical.

All electrical equipment shall conform to the standards and requirements of the Wisconsin Electrical Code, the National Electrical Manufacturers Association (NEMA), National Electric Safety Council (NESC), Underwriter's Laboratory Inc. (UL) or the Electronic Industries Association (EIA), when applicable. All materials and workmanship shall conform to the requirements of the National Electrical Code (NEC), Rural Electrification Administration (REA), Standards of the American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), requirements of the plans, these Technical 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" thick fiberglass epoxy or equivalent type construction. Holes that carry electrical connections from one side of the boards to the other shall be completely plated through. Multilayer printed circuit boards shall not be used. The name or reference number used for the board in the drawings and maintenance manuals supplied to the department shall be permanently affixed to each board.

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

B.4 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**: Camera assemblies, vehicle detectors, detection 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 ten 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.5 Patch Cables and Wiring

All cables and wiring between devices installed in a single cabinet, or in separate cabinets sharing a single concrete base, will be considered incidental to the installation of the devices and no separate payment will be made for them. It is anticipated that this will include fiber optic patch cables between termination panels and Ethernet switches, 10 / 100 MBPS Ethernet cables, RS-232 cables between individual devices and terminal servers, and power cables between individual devices and power sources within the cabinets.

B.6 Surge Protection

Low-voltage signal pairs 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.

Loop detector cables and cables carrying power to camera assemblies 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.

Coaxial cables carrying video signals shall be protected at each end by suppressors designed for baseband CCTV signals. The suppressors shall conform to the following:

• Surge: 18,000 amps with an 8 x 20 microsecond waveform

• Turn-on time: 4ns for 2 kV/ns

• VSWR: 1.1:1 or less

Insertion loss: 0.3 dB or lessFrequency range: DC to 30 MHz

BNC connectors

• Operating voltage: 1.5 volts

Impedance: 75 ohms

C Construction

C.1 Communication Vaults

All openings in communication vaults must be cored or blocked out at time of fabrication, or cored at time of placement. Where multi-cell or standard nonmetallic conduit is terminated at manholes, the coring or boxout shall be no larger than 6 inches in diameter or 6 inches square respectively for each conduit. Where multi-cell, directional bore or nonmetallic conduit special is terminated at manholes, a boxout of no more than 14 inches by 6 inches high by 3 inches deep positioned at 90 degrees will be allowed.

C.2 Thread Protection

Rust, corrosion, and anti-seize protection shall be provided 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.3 Cable Installation

When new cables are to be installed 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.

When cables are installed in conduit before the proper installation of bushings or bell ends on the conduit or without the use of cable lubricant, the cables will be paid at 50 percent of the contract unit price if testing shows no damage to the cables. Replace all cables which testing shows to be damaged at no cost to the department.

C.4 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. Approved splice

kits shall be used instead of connectors and terminal blocks for underground power cable splices.

Permanently label and key connectors to preclude improper connection. The labeling method(s) must be approved by the engineer 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 Traffic Operations Center or in communication hubs, that are not contained within a single cabinet, shall have at least 10 feet of slack.

C.5 System Operations

If the contractor's operations 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.6 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. All wiring between the surge protectors and the point of entry shall be 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.

42. Portable Changeable Message Sign (PCMS) Cellular Communications, SPV.0045.01.

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.

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.0045.01 Portable Changeable Message Sign (PCMS) Cellular DAY

ronable Changeable Message Sign (FCMS) Centular

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.

43. Moving Traffic Signal Assemblies, Item SPV.0060.01; Moving Highway Lighting Assemblies, Item SPV.0060.02; Moving Signal Preempt, Item SPV.0060.03.

A Description

This work consists of removing, transporting, storing, and re-installing existing traffic signal assemblies and highway lighting assemblies including heads and poles, cast bases, standards, trombone arms, luminaire arms, luminaires and signal preempt.

B (Vacant)

C Construction

Coordinate the de-energizing of the traffic signals and highway lighting with the Southwest Region –Madison electrician after receiving approval from the engineer that the existing traffic signals and highway lighting can be removed.

Notify the department's Southwest Region – Madison operations engineer at (608) 246-5360 at least three working days prior to the removal of the traffic signals and highway lighting. Complete the removal work as soon as possible following shut down of this equipment.

Perform a field review of existing signal equipment with the Southwest Region – Madison electrician for condition of equipment prior to removal. Notify the department of any damage or non-operating equipment. Remove the traffic signal poles and highway lighting from their concrete foundations. Ensure that internal wires and hardware remain intact.

Store all removed materials designated in the plans at a safe and secure location. Protect from theft and damage. Return all salvageable excess signal and lighting equipment, as determined by the Southwest Region – Madison electrician, to the WisDOT Southwest Region – Madison sign shop at 3601 Pierstorff St., Madison, WI. Properly dispose offsite all materials that cannot be salvaged. Contact the Southwest Region – Madison electrician to coordinate a post-storage inspection of all equipment to be installed. All equipment that is determined to have been damaged during storage shall be replaced in kind at contractor's expense.

D Measurement

The department will measure Moving Traffic Signal Assemblies, Moving Highway Lighting Assemblies, and Moving Signal Preempt as each individual assembly 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.0060.01	Moving Traffic Signal Assembly	Each
SPV.0060.02	Moving Highway Lighting Assembly	Each
SPV.0060.03	Moving Signal Preempt	Each

Payment is full compensation for removing, transporting, storing, and re-installing existing traffic signal assemblies and highway lighting assemblies including heads and poles, cast bases, standards, trombone arms, luminaire arms, luminaires and signal preempt.

44. Removing Electrical Service Meter Breaker Pedestal, Item SPV.0060.04.

A Description

This special provision describes removing an existing electrical service meter breaker pedestal, disconnecting all connected power wires, and disposing of the equipment appropriately.

B Materials

Materials include existing electrical service meter breaker pedestal.

C Construction

Coordinate for removal of the existing electrical service meter breaker pedestal with Alliant Energies.

Disconnect all connected power wires, remove the pedestal, and dispose of all materials properly away from the project area.

D Measurement

The department will measure Removing Electrical Service Meter Breaker Pedestal by each individual removed 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.0060.04 Removing Electrical Service Meter Breaker Pedestal Each

Payment is full compensation for coordination with Alliant Energies; for disconnection of wires; for removal and disposal of the pedestal.

45. Install State Furnished ITS Field Cabinet, Item SPV.0060.05.

A Description

This special provision describes installing a state-furnished ITS field cabinet.

B Materials

Field cabinets will be a McCain Model 334 controller cabinets and furnished by the department.

Provide all necessary miscellaneous mounting hardware and internal power cables. Bolts to anchor the cabinet to the concrete base will be state-furnished with the field cabinet.

C Construction

Install the field cabinet on a new concrete base. Make all power connections to the cabinet, isolating the neutral bus from the cabinet and equipment ground.

Effectively ground all cable grounding shields and any spare or unused conductors in the field cabinet to the equipment grounding terminal strip.

D Measurement

The department will measure Install State Furnished ITS Field Cabinet by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.05Install State Furnished ITS Field CabinetEach

Payment is full compensation for installation of the state-furnished field cabinet.

46. Removing Traffic Signal Controller Cabinet, Item SPV.0060.06; Removing Lighting Splice Cabinet, Item SPV.0060.07; Removing ITS Cabinet, Item SPV.0060.13.

A Description

This special provision describes removing an existing traffic signal controller cabinet, an existing lighting splice cabinet, and an existing ITS cabinet, disconnecting all connected cable, equipment and power wires, and disposing of the equipment appropriately.

B Materials

Materials include existing traffic signal controller cabinet and installed equipment, and lighting splice cabinet.

C Construction

Existing traffic signal controller cabinet, lighting splice cabinet, and ITS cabinet shall be removed only after the new traffic signal controller cabinet, and a new lighting controller cabinet are installed and approved by the Wisconsin Department of Transportation. Coordinate for removal of the existing cabinets with the Wisconsin Department of Transportation.

Disconnect all connected cables, equipment and power wires and coordinate with the engineer to deliver them to location determined by the engineer, which will be in Dane County. Dispose of all the remaining materials properly away from the project area.

D Measurement

The department will measure Removing Traffic Signal Controller Cabinet, Removing Lighting Splice Cabinet, and Removing ITS Cabinet by each individual removed 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.0060.06	Removing Traffic Signal Controller Cabinet	Each
SPV.0060.07	Removing Lighting Splice Cabinet	Each
SPV.0060.13	Removing ITS Cabinet	Each

Payment is full compensation for coordination with Alliant Energies; for disconnection of wires; for removal and disposal of the pedestal.

47. Traffic Signal Control Cabinet, Item SPV.0060.08.

A Description

This special provision describes furnishing and installing Traffic Signal Control Cabinet.

B Materials

Furnish equipment that is in accordance to the pertinent requirements of standard spec 658.

C Construction

A door-in-door style, base mounted cabinet shall be provided, with exterior dimensions of 55" height, 38" width, and 26" depth. The cabinet shall be of weatherproof construction, fabricated from sheet aluminum at least 0.125 of an inch thick and adequately reinforced. A heavy duty stainless steel handle (5/8 inch minimum diameter) and latch shall be provided. The door hinges shall be all stainless steel and continuous for the full height of the door.

The cabinet interior shall have a zinc chromate prime coat and be finished with one coat of rust-resistant high gloss white enamel. The cabinet exterior shall be natural mill finish.

Two adjustable-height shelves of 12-13 inches depth are required.

C.1 Locks

The main cabinet door shall have a tumbler lock keyed for a Corbin No. 2 key. The auxiliary (Police Panel) door shall be equipped with a lock for a standard police key. A key shall be furnished for each lock. When the door is closed and latched, with the key removed, the door shall lock. The locking bar shall be a solid non-rusting metal with a square cross-section, equipped with a double roller on each end.

C.2 Door Stop

The cabinet shall be equipped with a door stop assembly to hold the door open at approximately 90° and 150°.

C.3 Weather Protection and Incandescent Light

The cabinet shall be equipped with an electric fan assembly with a minimum capacity of 100 cubic feet per minute. The fan shall be mounted in the top of the cabinet in a manner to prevent rain from entering the cabinet. The fan shall be thermostatically controlled and shall be manually adjustable to turn on between 80° F and 150° F. The cabinet fan circuit shall have fuse protection at 125% of the capacity of the fan motor.

Air intake near the bottom of the cabinet via louvered vents shall have a removable filter, including a gasketed aluminum filter replacement for use in the winter to prevent entrance of snow.

An incandescent light socket shall be mounted in the upper front part of the cabinet.

C.4 Grounding

A copper equipment grounding bus shall be provided in each cabinet to accept up to #4 stranded wire. The ground bus shall be grounded to the cabinet, and shall provide at least 14 terminals of the tubular clamp type. All ground bus shall be connected together with a minimum #8 green copper wire.

C.5 Solid State Flasher

The cabinet shall be furnished with two double-circuit 15-amp solid state flashers, with a Cinch-Jones connector, Type #P0406-SB.

C.6 Flash Transfer Relays

Electromechanical relays shall be provided for opening and closing traffic signal field circuits. The cabinet supplied under this specification shall be furnished with four 2-pole transfer relays wired to transfer the vehicle phases. Relays used for this purpose shall be covered, insulated, or located so that electrically alive parts are not readily exposed. All relays shall be next to each other and mounted on the back panel.

All contact points which make, break, and carry current to the signal lamps shall be of silver-cadmium, coin silver or equivalent material. Contact shall be capable of making, breaking, and carrying a current of 10 amperes, 120 volts, without undue pitting. Relay coils

shall have a power consumption of 10 volt amperes or less and shall be designed for continuous duty.

Contact points which make, break, and carry current to the solid state switchpacks shall be capable of carrying 40 amperes of 120 volts without undue pitting.

The transfer relay shall withstand a potential of 1500 volts at 60 Hertz between insulated parts, and between current carrying parts and grounded and non-current carrying parts.

Each transfer relay shall have a one cycle surge rating of 175 amperes RMS (247.5 amperes peak).

Each transfer relay shall be unaffected by electrical noise, having a rise time of up to 200 volts per microsecond. Each relay shall be unaffected by the 500 volt power noise transient test

The flash transfer relay shall energize the flasher and transfer field signal light circuit from the controller to flasher, and shall permit flashing lights as programmed on the main street or highway and on the cross street or streets. Operation of the flash transfer relay circuit shall not prohibit the operation of the controller, but shall prohibit operation of the field signal light circuits by the controller.

The flash transfer relay shall be provided with a connector (Cinch-Jones Type P-408-SB, or equivalent) and intermate with Cinch-Jones Type #S-408-SB, or equivalent.

The socket pin assignments shall be as follows:

Pin	Function
1	Relay Coil
2	Relay coil
3	NC Ckt. #1
4	NC Ckt. #2
5	Relay Common Ckt. #1
6	Relay Common Ckt. #2
7	No. Ckt. #1
8	No. Ckt. #2

The flash circuit shall be wired in a fail-safe manner so that the intersection will revert to and remain in the flashing mode whenever and for as long as either the controller or the monitor is disconnected. The relays shall be supported by a rack at least 8-1/2 inches out from each socket.

C.7 Flash Sequence Programming

A programming means shall be provided to determine if flashing yellow or red appears on the output field terminals to the signal heads. Programming shall be accomplished with simple tools such as a screwdriver. The sequence timing for flash by automatic call-up shall be in conformance with the MUTCD.

C.8 Load Switches

Eight 3-circuit load switches, discrete type, shall be furnished with each cabinet. The load switch panel shall have a bracket support for its full length and extending out 8-1/2 inches from the panel socket. The bracket support is intended to reduce switch loosening from vibrations and to prevent switches from falling down if disengaged from the socket.

C.9 Harness Wiring

The wiring and cabinet panel arrangement shall provide for full dual ring eight phase actuated operation. A 12-channel conflict monitor harness shall be supplied and wired in each cabinet. All cabinet wiring harnesses shall be neat, firm and routed to minimize crosstalk and electrical interference. Loop harnesses shall be routed to the right (hinge) side of the cabinet and attached up to shelf level to avoid harnesses dangling in front of the door.

Wiring containing AC shall be routed and bundled separately from all low voltage control circuits. Fuses and surge protection shall be furnished for all interconnect circuits.

All conductors and live terminals or parts, which could be hazardous to maintenance personnel, shall be covered with suitable insulating material.

C.10 Terminal Blocks

Terminal block connections shall be a minimum of 8 inches from the bottom of the cabinet. The terminal blocks provided shall be two-position barrier type. Terminal blocks shall be so arranged that they shall not upset the entrance, training and connection of incoming field conductors. All terminals shall be clearly identified and shall be permanently associated with the terminal block.

Terminal blocks used for field wiring connections (field terminals) shall be capable of securing conductors with 10-32 or larger nickel or cadmium plated brass binder head screws.

Terminal blocks used for the applied AC power shall be capable of securing conductors with a 10-32 nickel or cadmium plated brass binder head screws.

There shall be field terminal blocks provided for the connection of all loop detectors. Where a card rack is required, terminal blocks to accommodate 16 detector channels shall be provided.

C.11 Detectors Card Rack

The detector card rack shall provide four slots for four-channel detectors (a total of 16 detector channels) and a power supply slot. The card rack shall have flanges turned out. The card rack shall be fully wired and connected to cabinet terminals 1 through 16. Terminals 1 through 8 shall be associated with vehicle phases 1 through 8, respectively. A four-channel power supply shall be supplied with per-channel fusing and output indicators

for each channel. The card rack shall be mounted on the top shelf, left side as one looks into the cabinet.

C.12 Detectors

The cabinet shall contain four 4 channel digital loop detector amplifiers approved for use by the Wisconsin Department of Transportation and shall have at the minimum the following characteristics:

- 1. Rack mount design, 2" maximum width for front panel.
- 2. User selection for the following must be available on the front panel without requiring auxiliary devices:
 - a. pulse or presence
 - b. Sensitivity, minimum of 6 levels
- 3. Sequentially scan channels or other suitable means to reduce crosstalk
- 4. Display detection and faults for each channel
- 5. Self tuning

C.13 Power Panel

The cabinet shall have a power distribution panel containing the following elements:

- Surge protection provided by use of a varistor or other suitable equipment.
- Two 30 amp Radio Interference Suppressors.
- 50 amp single pole Main Breaker followed by dual 30 amp Main Circuit Breakers with single common trip.
- 15 amp Auxiliary Equipment Circuit Breaker.
- Two 30 amp Power Relays (Mercury Contactors).
- · Neutral Bus Bar Isolated from Cabinet Ground.
- Ground Bus Bar.
- EDCO SHP 300-10 Power Line Surge Protector.

The mercury contactor shall be normally open and capable of switching 30 amperes at 120 volts AC.

A neutral bus terminal shall be provided with at least 14 terminals of the tubular clamp type able to accept up to #4 stranded wire.

C.14 Police Panel

The main door of the cabinet shall have a police panel door. Behind this door shall be a panel with a minimum of a toggle switch labeled "SIGNALS ON-OFF" and a toggle switch labeled "SIGNALS FLASH-AUTO." The signals on-off switch shall cause all intersection displays to be turned off and the controller AC power to be removed when placed in the off position.

In the flash position, the signals flash switch shall cause the intersection to be placed in flashing position and the controller shall stop time.

C.15 Maintenance Panel

There shall be a maintenance panel on the inside of the main door containing the following:

- GFCI duplex convenience outlet.
- Stop time switch.
- Controller on/off switch.
- Vehicle and pedestrian detector actuation test push buttons.
- · Incandescent light switch.

The stop time switch shall be a three-position toggle switch labeled ON, OFF, and AUTO. In the ON position, stop timing power shall be applied to the controller. In the OFF position, stop timing shall be removed from the controller if it has been applied by the conflict monitor or other auxiliary device. The AUTO position shall be the normal operating position and allow auxiliary devices to apply stop timing inputs to the controller. The conflict monitor shall be wired through the stop time switch such that when in the AUTO setting and a conflict is detected, stop timing shall be applied to the controller.

The controller switch shall be a two-position toggle switch labeled ON and OFF. In the OFF position, the intersection shall be placed in flashing operation and the controller turned off.

There shall be a detector test push button or toggle switch for each vehicle and pedestrian phase. These shall be located to preclude accidental activation when the door is closed.

C.16 Pedestrian Button Wiring

Pedestrian push button logic shall be opto-isolated such that there will be no logic common carried out to each individual push button. The AC- from the field pedestrian push button shall activate the opto-isolated pedestrian push button relays when the field button is activated.

C.17 Testing, Labeling and Wiring Diagram

The vendor shall thoroughly test the cabinet wiring and auxiliary devices with a controller and monitor (if the harness is to be furnished by the vendor) in place.

All equipment furnished in the cabinet shall be clearly and permanently labeled.

A good reproducible 24 inch by 26 inch mylar wiring diagram shall be supplied to the Wisconsin Department of Transportation.

C.18 Vendor Warranty

The vendor shall warrant the performance and construction of the fully-wired cabinet to meet the requirements of this specification, and shall warrant all wiring parts, components, and appurtenances against defects in design, material and workmanship for a period of two years from the date of installation, but not to exceed three years from the date of delivery. In the event defects and failures become apparent during this time, the vendor shall repair and/or replace all defective parts or appurtenances at no additional expense to the

Wisconsin Department of Transportation. This specification is to construe that any part, or parts, that fail to function properly shall be replaced at no charge to the Wisconsin Department of Transportation. In addition, if an excessive failure rate is experienced during the first six years of operation, the Wisconsin Department of Transportation may expect reimbursements for all time, material and vehicle expenses incurred.

C.19 Cabinet Design for Wisconsin Department of Transportation Review Before Manufacturing

The vendor shall supply the Wisconsin Department of Transportation with a complete set of plans for the cabinet for review before manufacturing the cabinet. After Wisconsin Department of Transportation approval of the design as received or as modified by joint agreement between the Wisconsin Department of Transportation and the vendor, the cabinets shall be wired according to the approved design and specifications. The Wisconsin Department of Transportation will complete its review within five work days from receipt of the cabinet design.

D Measurement

The department will measure Traffic Signal Control Cabinet, 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.0060.08 Traffic Signal Control Cabinet Each

Payment is full compensation for furnishing the controller cabinet, all materials necessary for installation, delivery and installation.

48. Traffic Signal Controller, Item SPV.0060.09.

A Description

This work shall consist of furnishing a traffic signal controller with auxiliary equipment.

B Materials

Furnish the following equipment:

- 1. Econolite ASC/3-2100 with HTR, data key, and ethernet.
- 2. FSK TLM 25 pin for this controller.
- 3. Econolite TIO board with harness.
- 4. D connector interface harness and board

C (Vacant)

D Measurement

The department will measure Traffic Signal Controller by each individual controller, acceptably completed.

E Payment

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

following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0060.09Traffic Signal ControllerEach

Payment is full compensation for furnishing, delivering and installing the signal controller, and all auxiliary equipment.

49. Lighting Control Cabinet, Item SPV.0060.10.

A Description

This special provision describes furnishing and installing a Lighting Control Cabinet. Work under this item shall be in accordance to standard spec 654, this special provision, and the plans.

B Materials

Furnish Lighting Control Cabinet from the department qualified product list. Furnish concrete cabinet base in accordance to the plans.

C Construction

Under this SPV, furnish and install the cabinet, including concrete base, and all necessary wiring, conduit, miscellaneous accessories, and hardware to complete the installation of the cabinet.

The contractor shall follow manufacturer's instructions regarding installation.

All exposed threaded equipment mounting hardware shall be stainless steel.

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

D Measurement

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

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.10Lighting Control CabinetEach

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

50. NEMA-Plus Conflict Monitor, 12-Channel, Item SPV.0060.11.

A Description

This work shall consist of furnishing and installing a NEMA-Plus 12-Channel Conflict Monitor

B Materials

The conflict monitor furnished shall be a NEMA-Plus 12-Channel Signal Conflict Monitor, with LCD display, and an Ejector Tab card release on side of card.

C (Vacant)

D Measurement

The department will measure NEMA-Plus Conflict Monitor, 12-Channel by each individual monitor, 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.0060.11 NEMA-Plus Conflict Monitor, 12-Channel Each

Payment is full compensation for furnishing, delivering and installing the conflict monitor.

51. Concrete Base Special, Item SPV.0060.12.

A Description

The work under this item consists of constructing concrete bases at the locations shown on the plans, in accordance to the applicable provisions of standard spec 654.

B Materials

Comply with standard spec 654.

C Construction

Comply with standard spec 654. Construct the base with an anchor bolt configuration that corresponds with the municipal lighting units to be salvaged and reinstalled.

D Measurement

The department will measure Concrete Bases Special 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.0060.12Concrete Bases SpecialEach

Payment is full compensation for performing all work and properly placing all materials; backfilling; restoring the site.

52. Maintenance of Existing Drainage Structures, Item SPV.0060.14.

A Description

This special provision describes providing necessary maintenance to existing drainage structures along USH 12. Maintenance is described as cleaning out sediment, debris and vegetation from existing apron endwalls and pipes; grouting ends as necessary; reconnecting existing endwalls to an existing pipe; furnishing and installing joint ties between existing reinforced concrete culvert pipes and endwalls; and furnishing and installing joint ties at exposed joints between existing pipe sections.

B (Vacant)

C Construction

Construct as specified in standard spec 520.3.

D Measurement

The department will measure Maintenance of Existing 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.0060.14 Maintenance of Existing Drainage Structures Each

Payment is full compensation for cleaning the existing drainage structures and properly disposing of excess materials; for providing maintenance to existing pipes and apron endwalls, including joint ties and gaskets, if required.

53. Concrete Lighting Cabinet Base Type Special, Item SPV.0060.15.

A Description

The work under this item consists of constructing Concrete Lighting Cabinet Base Type Special at the locations shown on the plans, in accordance with the applicable provisions of standard spec 654.

B Materials

Comply with standard spec 654.

C Construction

Comply with section 654. Construct the base with an anchor bolt configuration that corresponds with the municipal lighting units to be salvaged and reinstalled.

D Measurement

The department will measure Concrete Lighting Cabinet Base Type Special by each individual unit 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.0060.15 Concrete Lighting Cabinet Base Type Special Each

Payment is full compensation for performing all work and properly placing all materials; backfilling; restoring the site; and for furnishing all materials.

54. Milling Traversable Joint, Item SPV.0090.01.

A Description

This special provision describes work in accordance to the pertinent requirements of standard spec 204.3.2.2 (5) and conform to the construction detail shown in the plans.

B (Vacant)

C Construction

Perform work in accordance to standard spec 204.3.2.2 (5).

D Measurement

The department will measure Milling Traversable Joint 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.0090.01Milling Traversable JointLF

Payment is full compensation for milling the joint; for removing all milled material and cleaning the joint before placement of HMA pavement.

55. Concrete Gutter 48-Inch, Item SPV.0090.02.

A Description

This special provision describes work in accordance to the pertinent requirements of standard spec 601 and conform to the construction detail shown in the plans.

B Materials

Furnish materials that is according to the pertinent requirements of standard spec standard spec 601.2 and as described in the construction detail shown in the plans

C Construction

Perform work in accordance to standard spec 601.3.

D Measurement

The department will measure Concrete Gutter (Size) by the linear foot, acceptably completed, measured along the flow line of the gutter.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.02 Concrete Gutter 48-Inch LF

Payment is full compensation for preparing the foundation; all special construction required at driveway entrances or curb ramps; for providing all materials, including concrete, expansion joints, and tie bars in unhardened concrete; for placing, finishing, protecting, and curing concrete; for sawing joints.

56. Fence Chain Link Temporary 6-FT, Item SPV.0090.03.

A Description

This special provision describes constructing a temporary chain link fence for property protection.

B Materials

Furnish fencing materials that is in accordance to the pertinent requirements of standard spec 616. Previously salvaged or used fencing may be used in lieu of new fencing materials

C Construction

Conform to standard spec 616.

D Measurement

The department will measure Fence Chain Link Temporary 6-FT by the linear foot, acceptably completed, measured along the base of the fence.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.03 Fence Chain Link Temporary 6-FT LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; removing and disposing of fence and posts at project completion.

57. Temporary Vehicle Detection, Item SPV.0105.01.

A Description

This special provision describes furnishing, installing, and maintaining vehicle detection systems at the intersection of Greenway Boulevard with USH 12 Eastbound Ramp terminal in conjunction with temporary traffic signals, as shown in the Plans.

The desired vehicle detection zones are those currently covered by loop detectors, as shown in the plans.

The contractor, with prior approval of the engineer, shall select the vehicle detection technology best suited for the site conditions and the anticipated construction work zones and activities. The engineer reserves the right to request a demonstration of any or all temporary vehicle detection technologies prior to said approval. Vehicle detection technologies considered shall include but are not limited to temporary inductive loops, microwave detection, or video detection. Damage to new pavement or existing pavement that will remain after the project is complete for temporary detection loops will not be allowed.

The temporary vehicle detection system shall be considered part of the temporary traffic signals and is subject to the same maintenance and repair requirements as described in the Temporary Traffic Signal bid item.

B Materials

Furnish all necessary equipment for the approved method of temporary vehicle detection.

C (Vacant)

D Measurement

The department will measure Temporary Vehicle Detection, demonstrated, furnished, installed, and completely operational; will be measured as a single lump sum unit of work per intersection, complete in place and accepted.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.01 Temporary Vehicle Detection Each

Payment is full compensation for demonstrating and selecting the vehicle detector technology, furnishing and installing the equipment, including all required materials, tools, and supplies; for clean-up and waste disposal.

58. Removing and Salvaging Signal Preempt, Intersection of Greenway Boulevard with USH 12 Eastbound Ramp Terminal, Item SPV.0105.02; Removing and Salvaging Signal Preempt, Intersection of Greenway Boulevard with USH 12 Westbound Ramp Terminal, Item SPV.0105.03.

A Description

This special provision describes removing and salvaging signal preempt at the intersection of Greenway Boulevard with USH 12 Eastbound Ramp Terminal, at the intersection of Greenway Boulevard with USH 12 Westbound Ramp Terminal.

B (Vacant)

C Construction

Arrange for the removal of the signal preempt equipment after receiving approval from the engineer that the existing equipment can be removed.

The contractor shall remove existing signal preempt. Remove and properly dispose of all cables and wires.

D Measurement

The department will measure Removing and Salvaging Signal Preempt (Location) as a single lump sum unit of work for the intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Removing and Salvaging Signal Preempt, Intersection	LS
	of Greenway Boulevard with USH 12 Eastbound	
	Ramp Terminal	
SPV.0105.03	Removing and Salvaging Signal Preempt, Intersection	LS
	of Greenway Boulevard with USH 12 Westbound	
	Ramp Terminal	

Payment is full compensation for removing and storing salvaged item on site; disposing of scrap material.

59. Installing Salvaged Signal Preempt, Intersection of Greenway Boulevard with USH 12 Eastbound Ramp Terminal, Item SPV.0105.04; Installing Salvaged Signal Preempt, Intersection of Greenway Boulevard with USH 12 Westbound Ramp Terminal, Item SPV.0105.05.

A Description

This work shall consist of installing salvaged optical signal preempt equipment for the signalized intersection.

B (Vacant)

C Construction

Detectors shall be installed on the top horizontal member of signal trombone arms, as they currently are. The detectors will be on the far side of the intersection, and shall be aimed at approaching traffic, as further directed by city Traffic Engineering staff. Detector cable shall be installed from the detector to the control cabinet at each intersection, using the shortest path. All installation methods shall be consistent with the manufacturer's instructions. Card rack and discriminator installation, as well as cabinet connections, will be made by the department.

D Measurement

The department will measure Installing Salvaged Signal Preempt (Intersection) as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.04	Installing Salvaged Signal Preempt, Intersection of	LS
	Greenway Boulevard with USH 12 Eastbound Ramp	
	Terminal	
SPV.0105.05	Installing Salvaged Signal Preempt, Intersection of	LS
	Greenway Boulevard with USH 12 Westbound Ramp	
	Terminal	

Payment is full compensation for installing detectors and cable; for delivering discriminators, card racks, cables and miscellaneous materials to the department.

60. Removing and Salvaging Traffic Signals and Lighting Equipment, Greenway Boulevard and USH 12 Eastbound Ramp Terminal, Item SPV.0105.06; Removing and Salvaging Traffic Signals and Lighting Equipment, Greenway Boulevard and USH 12 Westbound Ramp Terminal, Item SPV.0105.07; Removing and Salvaging Traffic Signals and Lighting Equipment, Old Sauk Road and USH 12 Eastbound Ramp Terminal, Item SPV.0105.08.

A Description

This special provision describes removing and salvaging selected existing traffic signal and lighting equipment at the intersection of Greenway Boulevard with USH 12 Eastbound Ramp Terminal, at the intersection of Greenway Boulevard with USH 12 Westbound Ramp Terminal, and at the intersection of Old Sauk Road with USH 12 Eastbound Ramp Terminal.

B (Vacant)

C Construction

Arrange for the removal of the traffic signal equipment after receiving approval from the engineer that the existing equipment can be removed.

The contractor shall remove existing traffic signals, including street lights that have traffic signal equipment on them, as indicated of the plans. Remove and properly dispose of all cables and wires. Remove conduit, as shown on the plans, or abandon in place. Conduit may be abandoned in place only if it does not interfere with new construction or present a risk of damage to newly constructed items.

D Measurement

The department will measure Removing and Salvaging Traffic Signals and Lighting Equipment (Location) as a single lump sum unit of work for the intersection, acceptably completed.

E Payment

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

DESCRIPTION	UNIT
Removing and Salvaging Traffic Signals and Lighting	LS
Equipment, Intersection of Greenway Boulevard with	
USH 12 Eastbound Ramp Terminal	
Removing and Salvaging Traffic Signals and Lighting	LS
Equipment, Intersection of Greenway Boulevard with	
USH 12 Westbound Ramp Terminal	
Removing and Salvaging Traffic Signals and lighting	LS
Equipment, Intersection of Old Sauk Road with USH 12	
Eastbound Ramp Terminal	
	Removing and Salvaging Traffic Signals and Lighting Equipment, Intersection of Greenway Boulevard with USH 12 Eastbound Ramp Terminal Removing and Salvaging Traffic Signals and Lighting Equipment, Intersection of Greenway Boulevard with USH 12 Westbound Ramp Terminal Removing and Salvaging Traffic Signals and lighting Equipment, Intersection of Old Sauk Road with USH 12

Payment is full compensation for removing and disassembling, scrapping of some materials; storing salvaged items on site; disposing of scrap material.

61. Wall Concrete Panel Mechanically Stabilized Earth LRFD R-13-0246, Item SPV.0165.01.

A Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system in accordance to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years.

B Materials

B.1 Proprietary Mechanically Stabilized Earth Concrete Panel Wall Systems

The supplied wall system must be from the department's approved list of concrete panel mechanically stabilized earth wall systems.

Proprietary wall systems may be used for this work, but must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures, Structures Design Section. The department maintains a list of pre-approved systems of retaining walls. To be eligible for use on this project, a system must have been pre-approved and added to that list prior to the bid opening date. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant manufacturing the concrete panels shall be furnished to the engineer at least 14 days prior to the start of panel production.

To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision. Applications for pre-approval may be submitted at any time. Applications must be prepared in accordance to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Structures Design Section in Room 601 of the Hill Farms State Transportation Building in Madison or by calling (608) 266-8494.

B.2 Design Requirements

Supply a design and supporting documentation as required by this special provision, for review by the department, to show the proposed wall design is in compliance with the design specifications.

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

Provide a design in compliance with the current AASHTO LRFD Bridge Design Specifications (AASHTO LRFD) with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (Standard Specifications), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. Define the associated resistance factors in accordance to Table11.5.6-1 LRFD.

Design and construct the walls in accordance to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the department. Where walls or wall sections intersect with an included angle of 130 degrees or less, a vertical corner element separate from the standard panel face shall abut and interact with the opposing standard panels. Design the corner element to have ground reinforcement connected specifically to that panel and shall be designed to preclude lateral spread of the intersecting

panels. If the wall is installed in front of a bridge abutment or wing, design the wall to resist the applied abutment/bridge lateral forces specified on the contract plans.

Design walls parallel to supporting highway traffic for the effects of highway surcharge loading equivalent of 2 feet soil surcharge weight or 240 psf. Consider, in the design, the traffic barrier impact where applicable. Design walls that do not carry highway traffic for a live load surcharge of 100 psf in accordance to Chapter 14 of the WisDOT LRFD Bridge Manual or as stated on the plans.

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

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

Consider the internal and compound stability of the wall mass in accordance to AASHTO LRFD 11.10.6. Include soil reinforcement pullout, soil reinforcement rupture, and panel-reinforcement connection failure at each soil reinforcement level in the internal stability analysis. Use the Simplified Method or Coherent Gravity Method to design the wall. Base calculations for factored stresses and resistances upon assumed conditions at the end of the design life. Compute compound stability for the applicable strength limits.

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

The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 the wall height or as shown on the plan. This length cannot be less than eight feet. Design the soil reinforcement length to be the same from the bottom to the top of the wall. Extend the soil reinforcement a minimum of 3.0 feet beyond the theoretical failure plane in all cases. Design the soil reinforcement layers to have a maximum vertical spacing of 31 inches between layers. Locate the uppermost layer of the reinforcement a minimum of six inches below the bottom of an overlying slab, footing or top of the wall. Check the upper layers of the soil reinforcement to verify that they have sufficient tensile resistance against traffic barrier impact where applicable.

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

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

Install MSE facing panels on concrete leveling pads with a minimum cross section of 6-inches deep by 1-foot wide. Do not consider potential depth of frost penetration at the wall location in designing the wall for depth of leveling pad.

Submit the following to the engineer for review: complete design calculations, explanatory notes, supporting materials, specifications, and detailed plans and shop drawings for the proposed wall system. Submit sample analyses and hand output to verify the output by the software. Clearly indicate, in the design calculations and notes, the Capacity to Demand Ratios (CDR) for all internal stabilities as defined in AASHTO LRFD.

Submit the wall submittal package electronically to the engineer and Structures Design Section. Submit all required information no later than 30 days prior to beginning construction of the wall. Include all details, dimensions, quantities and cross-sections necessary to construct the walls with the submitted detailed plans and shop drawings.

B.3 Wall System Components

Provide materials furnished for wall system components under this contract conforming to the requirements of this specification. Submit all certifications related to material and components of the wall systems specified in this subsection to the engineer.

B.3.1 General

Provide walls that have modular precast concrete face panels produced by a wet cast process, and have cast-in-place concrete pads or footings. Provide concrete panels that have a minimum strength of 4000 psi at 28 days. Configure the panel edges to conceal the joints. The detail will be a shiplap, tongue and groove or other detail adequate to prevent vandalism or ultraviolet light damage to the backside of the wall joint covering. Joints between panels greater than 0.75 inches will not be allowed. Use full wall height slip joints at points of differential settlement when detailed on the plan. Horizontal joints must be provided with a compressible bearing material to prevent concrete to concrete contact.

Use a minimum of two bearing pads per panel with the allowable bearing stress not exceeding 900 psi. Provide bearing pads manufactured from EPDM rubber conforming to ASTM D-2000, Grade 2, Type A, Class A with a minimum Durometer Hardness of 80 or high-density polyethylene pads with a minimum density of 0.034 lb/in³ in accordance to ASTM 1505.

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

Provide galvanized steel for all steel portions of the wall system exposed to earth. Carefully inspect all soil reinforcement and attachment devices to ensure they are true size and free from defects that may impair the strength and durability.

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

Use a wall leveling pad that consists of poured concrete masonry, Grade A, A-FA, A-S, A-T, A-IS or A-IP concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class II Concrete.

Embed the leveling pad at a minimum depth of 1 foot 6 inches or as given on the plan or given in AASHTO LRFD 11.10.2.2 whichever is greater. Step the leveling pad to follow the general slope of the ground line. Design the leveling pad's steps to keep the bottom of the wall within one half the panel heights of the minimum embedment i.e. the minimum embedment plus up to one half the height of one panel. Additional embedment may be detailed but will not be measured for payment.

B.3.2 Backfill

Furnish and place backfill for mechanically stabilized earth concrete panel walls as shown on the plans and as hereinafter provided.

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

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

SieveSize	Percentage by Weight Passing	
1 inch	100	
No. 40	0 - 60	
No. 200	0 - 15	

Provide material that has a liquid limit not greater than 25, as per AASHTO T89, and a plasticity index not greater than 6, as per AASHTO T90. In addition, provide backfill material meeting the following requirements.

Test	Method	Value
pН	AASHTO T-289	5 - 10.0
Sulfate content	AASHTO T-290	200 ppm max.
Chloride content	AASHTO T-291	100 ppm max.
Electrical Resistivity	AASHTO T-288	3000 ohm/cm min.
Organic Content	AASHTO T-267	1.0% max.
-		
Angle of Internal Friction	AASHTO T-236	30 degrees min.

Prior to placement of the backfill, obtain and furnish to the engineer a current certified report of test results that the backfill material complies with the requirements of this specification. This certified report of test shall be less than 6 months old. Tests will be performed by a certified independent laboratory. When backfill characteristics and/or sources change, a certified report of tests will be provided for the new backfill material.

B.4 Sample Panels

Provide sample wall panels with the textures and relief features as provided on each structure plan.

Supply and deliver to the engineer a 5-foot x 5-foot minimum sample panel for each panel type, demonstrating all wall components, for each structure with the specified pattern and colors for each structure. Match or exceed the stain manufacturers minimum recommended curing time of the concrete or 28 days, whichever is greater, prior to staining the sample panel. Prepare concrete surfaces of the sample panels and apply the stain using the same materials and in the same manner as proposed for each structure. Obtain the engineer's acceptance of the panel's pattern and color prior to production of the panels required for the contract. The accepted pattern and color test panels shall remain on the project site in a readily accessible location for the duration of the project. The accepted pattern and color sample panels will be the standard for the wall panels for each structure. Continue to provide test panels until accepted by the engineer.

The engineer will visually inspect panels for consistency upon arrival at the project. The panels shall have no substantial variation from the accepted test panel submitted for the project. All panels with substantial variation will be rejected and shall be removed from the project.

C Construction

C.1 Excavation and Backfill

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

Compact all backfill behind the wall as specified in standard spec 207.3.6.

Backfill placement shall closely follow the erection of each course of panels. Compact the backfill to 95.0% of maximum density as determined by AASHTO T-99, Method C. Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the panels.

Perform compaction testing on the backfill. When performing nuclear testing, use a nuclear gauge from the department's approved list, ensure that the operator is a HTCP certified Nuclear Density Technician I, and conform to CMM 8.15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 2 feet of vertical wall height, per 200 feet length of wall, or major portion thereof. At least one test for every 2-foot of vertical wall height is required. Test sites will be selected using ASTM Method D3665. Deliver documentation of all compaction testing results to the engineer at the time of testing. The cost of compaction testing shall be considered incidental to the cost of the wall.

Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. The MSE reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill. Bending of MSE reinforcement that result in a kink in the reinforcement shall not be allowed. If skewing of the reinforcement is required due to obstruction in the reinforced fill, the maximum skew angle shall not exceed 15 degrees from the normal position unless a greater skew angle is shown on the plans. The adequacy of the skewed reinforcement in such a case shall be addressed by supporting calculations.

C.2 Panel Tolerances

As backfill material is placed behind a panel, maintain the panel in its proper inclined position according to the supplier specifications and as approved by the engineer. Specify the back batter so that the final position of the wall is vertical. Vertical tolerances and horizontal alignment tolerances exceeding ³/₄-inch when measured along a 10-foot straight edge will not be accepted. The maximum allowable offset in any panel joint is ³/₄-inch. The overall vertical tolerance of the wall (plumbness from top to bottom) is not allowed to exceed ¹/₂-inch per 10 feet of wall height. Erect the precast face panels to ensure that they are located within 1 inch from the contract plan offset at any location to ensure proper wall

location at the top of the wall. Provide a ¾-inch joint separation between all adjacent face panels to prevent direct concrete-to-concrete contact. Maintain this gap by the use of bearing pads and/or alignment pins. Failure to meet this tolerance may cause the engineer to require the contractor to disassemble and re-erect the affected portions of the wall. In addition, panels with imperfect molding, honeycombing, cracking or severe chipping of panels will be cause for panel rejection.

C.3 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation of the entire reinforced soil zone, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

C.4 Name Plates

Furnish and install name plates conforming to the requirements of standard spec 506.2.4. at the locations the plans show. Embed or epoxy the plate lugs in the concrete.

Compensation for furnishing and placing of name plates shall be included in the contract price for Wall Concrete Panel Mechanically Stabilized Earth LRFD (Structure) and no additional compensation therefore will be allowed.

D Measurement

The department will measure Wall Concrete Panel Mechanically Stabilized Earth LRFD R-13-0246 in area by the square foot acceptably completed, measured as the vertical area within the pay limits the contract plan show. No other measurement of quantities will be made in the field. Unless the engineer directs in writing, a change to the limits indicated on the contract plan, wall area constructed above or below these limits will not be measured for payment.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0165.01 Wall Concrete Panel Mechanically Stabilized Earth LRFD R-13-0246

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional system including concrete masonry and steel reinforcement for cap and copings; constructing the retaining system and drainage system; providing backfill, backfilling, compacting, performing compaction testing, performing QMP testing; for name plates; for sample panels and coordination for staining the sample panels. Parapets, railings, abutment bodies and other items above the wall cap or coping will be paid for separately. Vehicle barrier and its support will be paid separately.

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price of topsoil, fertilizer, seeding or sodding and mulch, respectively.

62. Deck Patching B-13-0227, Item SPV.0180.01; Deck Patching B-13-0229, SPV.0180.02; Deck Patching B-13-0230, Item SPV.0180.03.

A Description

This special provision describes removing unsound or disintegrated portions of the concrete deck below the existing surface, and placing a new concrete surface, in accordance to the plans and standard spec 509, as directed by the engineer, and as hereinafter provided.

B Materials

Furnish a rapid setting concrete patch material selected from the department's approved products list.

C Construction

Outline areas designated for removal with a 1-inch deep sawcut. Remove designated portions of the deck in accordance to the requirements of substandard spec 509.3.3.

Thoroughly clean all exposed reinforcing steel by blast cleaning.

Thoroughly clean the surface upon which the new concrete is to be placed by brooming and water pressure utilizing a high-pressure nozzle or by using air pressure, to remove all loose particles and dust. Furnish water for cleaning that meets the requirements of standard spec 501.2.4.

Install rapid setting concrete patch materials as specified by the manufacturer and as directed by the engineer.

Strike-off and finish the surface of the deck patching so that it matches the existing deck surface.

D Measurement

The department will measure Deck Patching (Structure) by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Deck Patching B-13-0227	SY
SPV.0180.02	Deck Patching B-13-0229	SY
SPV.0180.03	Deck Patching B-13-0230	SY

Payment is full compensation for removing and disposing of unsound and disintegrated concrete; furnishing, mixing, hauling, placing, and curing the rapid setting concrete patch material

63. Sprayed Asphaltic Median Treatment, Item SPV.0180.04.

A Description

This special provision describes spraying asphaltic material onto ³/₄-Inch base aggregate dense median between concrete barrier walls.

B Materials

Furnish asphaltic material that is according to the pertinent requirements of standard spec 604.2(6).

C Construction

Apply the asphaltic material uniformly over the surface of the aggregate median, between the concrete barriers, at a rate sufficient to thoroughly coat the surface. Avoid excessive application of asphaltic material. Residual spray should not extend higher than 2 inches up the barrier wall. Exercise care to prevent material runoff. Do not apply prior to impending rain.

D Measurement

The department will measure Sprayed Asphaltic Median Treatment 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.0180.04Sprayed Asphaltic Median TreatmentSY

Payment is full compensation for providing, handling, heating, and applying asphaltic materials.

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

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

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

I. BASIC CONCEPTS

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

- 1) On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate. At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.
 - <u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
 - <u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that ____1 (number) TrANS Graduate(s) be utilized on this contract.
- 2) On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice. At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

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

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

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

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

2. Definitions

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

3. DBE Percentage Required at Bid Submission

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

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

4. Department's DBE Evaluation Process

a. Documentation Submittal

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

i. Bidder Meets DBE Goal

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

ii. Bidder Does Not Meet DBE Goal

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

5. Department's Criteria for Good Faith Effort

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

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

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
 - i. <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.

^[2] 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.

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.

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.

460.2.2.3 Aggregate Gradation Master Range

Replace paragraph one with the following effective with the January 2014 letting:

(1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 400.4	400DE04TE		DANIOE AND VIIA DECLUDENTA	
TABLE 460-1	$\Delta(i(iRF(i\Delta)F))$	GRADATION MASTER	RANGE AND VMA REQUIREMENTS	

	PERCENTS PASSING DESIGNATED SIEVES						
SIEVE	NOMINAL SIZE						
	37.5 mm	25.0 mm	19.0 mm	12.5 mm	9.5 mm	SMA 12.5 mm	SMA 9.5 mm
50.0-mm	100						
37.5-mm	90 –100	100					
25.0-mm	90 max	90 -100	100				
19.0-mm		90 max	90 -100	100		100	
12.5-mm			90 max	90 -100	100	90 - 97	100
9.5-mm				90 max	90 -100	58 - 72	90 - 100
4.75-mm					90 max	25 - 35	35 - 45
2.36-mm	15 – 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28
75-µm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0
% MINIMUM VMA	11.0	12.0	13.0	14.0 ^[1]	15.0 ^[2]	16.0	17.0

^{[1] 14.5} for E-3 mixes.

460.2.7 HMA Mixture Design

Replace paragraph one with the following effective with the January 2014 letting:

(1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to the department's test method number 1559 as described in CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to the department's test method number 1559.

^{[2] 15.5} for E-3 mixes.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	E - 0.3	E - 1	E - 3	E - 10	E - 30	E - 30x	SMA
ESALs x 10 ⁶ (20 yr design life)	< 0.3	0.3 - < 1	1 - < 3	3 - < 10	10 - < 30	>= 30	
LA Wear (AASHTO T96)							
100 revolutions(max % loss)	13	13	13	13	13	13	13
500 revolutions(max % loss)	50	50	45	45	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18	18	18	18
Fractured Faces (ASTM 5821) (one face/2 face, % by count)	60 /	65 /	75 / 60	85 / 80	98 / 90	100/100	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	40	43	45	45	45	45
Sand Equivalency (AASHTO T176, min)	40	40	40	45	45	50	50
Gyratory Compaction							
Gyrations for N _{ini}	6	7	7	8	8	9	8
Gyrations for N _{des}	40	60	75	100	100	125	65
Gyrations for N _{max}	60	75	115	160	160	205	160
Air Voids, %V _a (%G _{mm} N _{des})	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G _{mm} N _{ini}	<= 91.5 ^[1]	<= 90.5 ^[1]	<= 89.0 ^[1]	<= 89.0	<= 89.0	<= 89.0	
% G _{mm} N _{max}	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	
Dust to Binder Ratio ^[2] (% passing 0.075/P _{be})	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 ^{[4] [5]}	65 - 78 ^[4]	65 - 75 ^{[3] [4]}	70 - 80			
Tensile Strength Ratio (TSR) (ASTM 4867)							
no antistripping additive	0.70	0.70	0.70	0.70	0.70	0.70	0.70
with antistripping additive	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Draindown at Production Temperature (%)							0.30

^[1] The percent maximum density at initial compaction is only a guideline.

^[2] For a gradation that passes below the boundaries of the caution zone(ref. AASHTO MP3), the dust to binder ratio limits are 0.6 - 1.6.

 $^{^{[3]}}$ For 9.5mm and 12.5 mm nominal maximum size mixtures, the specified VFB range is 70 - 76%.

^[4] For 37.5mm nominal maximum size mixes, the specified VFB lower limit is 67%.

 $^{^{[5]}}$ For 25.0mm nominal maximum size mixes, the specified VFB lower limit is 67%.

460.2.8.2.1.5 Control Limits

Replace paragraph one with the following effective with the January 2014 letting:

(1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent	+/- 1.3	+/- 1.0
VMA in percent ^[1]	- 0.5	- 0.2

^[1] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in Table 460-1.

460.2.8.2.1.6 Job Mix Formula Adjustment

Replace the entire text with the following effective with the January 2014 letting:

- (1) The contractor may request adjustment of the JMF according to the department's test method number 1559. Have an HTCP HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have an HMA technician certified at level III review the proposed adjustment and, if acceptable, issue a revised JMF.
- (2) The department will not allow adjustments that do the following:
 - Exceed specified JMF tolerance limits.
 - Reduce the JMF asphalt content unless the production VMA running average meets or exceeds the minimum VMA design requirement defined in table 460-1for the mixture produced.
- (3) Have an HMA technician certified at level II make related process adjustments. If mixture redesign is necessary, submit a new JMF, subject to the same specification requirements as the original JMF.

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.

⁽²⁾ Warning bands are defined as the area between the JMF limits and the warning limits.

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 2014 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.

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.

DECEMBER 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 2-28.5 to ensure compliance with this "Buy America" provision.

http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.5

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 DANE 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 BENEFITS	TOTAL
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	35.58	19.20	54.78
Carpenter	30.16	15.31	45.47
Cement Finisher 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 rated Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency require artificial illumination with traffic control and the work is completed after	te on Sunday, Nev Day. 2) Add \$1.40/h es that work be pe	v Year's Day, Me or when the Wisc erformed at night	morial consin
Electrician	32.94	18.80	51.74
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate or Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	n Sunday, New Ye	ar's Day, Memor	ial Day,
Fence Erector	28.00	4.50	32.50
Ironworker	30.90	19.11	50.01
Line Constructor (Electrical)	31.29	15.34	46.63
Painter	26.65	13.10	39.75
Pavement Marking Operator	29.22	16.71	45.93
Piledriver	30.66	15.31	45.97
Roofer or Waterproofer	30.40	2.23	32.63
Teledata Technician or Installer	21.26	11.75	33.01
Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONL	Y 29.64	17.00	46.64
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.09	50.59
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

DANE COUNTY Page 2

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65
TRUCK DRIVERS			
Single Axle or Two Axle	33.22	18.90	52.12
Three or More Axle	23.31	17.13	40.44
Future Increase(s): Add \$1.85/hr on 6/1/2013. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate of Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	on Sunday, New Ye	ar's Day, Memor	ial Day,
Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	27.77	19.90	47.67
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 work http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.sh Pavement Marking Vehicle	Day. 2) Add \$1.50/hrk premium at:		
Chadaw ay Dilat Vakiala	20.00	18.90	52.12
Truck Mechanic	22.50	16.19	38.69
LABORERS General Laborer	 28.35	 13.90	42.25
Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/20 Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or toperated), chain saw operator and demolition burning torch laborer; and luteman), formsetter (curb, sidewalk and pavement) and strike copowderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grad DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, involving temporary traffic control setup, for lane and shoulder closur conditions is necessary as required by the project provisions (includit such time period).	amper operator (me Add \$.15/hr for bitu off man; Add \$.20/hr ade specialist; Add \$, New Year's Day, M 2) Add \$1.25/hr for res, when work und	minous worker (for blaster and 6.45/hr for pipela lemorial Day, work on projects ler artificial illumi	yer. / s ination
Asbestos Abatement Worker	18.00	0.00	18.00
Landscaper 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 re		13.90 v Year's Day, Me	42.25 morial
Day, Independence Day, Labor Day, Thanksgiving Day & Christmas involving temporary traffic control setup, for lane and shoulder closul conditions is necessary as required by the project provisions (includi such time period).	res, when work und	ler artificial illumi	ination
Flagperson or Traffic Control Person Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/20 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic roay, Independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency requ	ate on Sunday, New Day. 2) Add \$1.25/h ires that work be pe	nr when the Wisc erformed at night	consin
artificial illumination with traffic control and the work is completed aft			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
Railroad Track Laborer	23.41	6.91	30.32

DANE COUNTY Page 3

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	 \$	\$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower Derrick, With or Without Attachments, With a Lifting Capacity of Over 10 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 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 ra	or 0 bs., lte on Sunday, Nev		
Day, Independence Day, Labor Day, Thanksgiving Day & Christmas E See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sht	k premium at:	nr night work pre	mium.
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. of 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 Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic ra	or 34.72 r or er;	19.90 v Year's Day, Me	54.62
Day, Independence Day, Labor Day, Thanksgiving Day & Christmas E See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sht	Day. 2) Add \$1.50/h k premium at:		
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Scre Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'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 & Gutt 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; Grupm; 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 or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Wind A- Frames. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	34.22 ed; sed; Tub out); Rig;	19.90	54.12

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	 \$	\$
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic random, 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. shr	Day. 2) Add \$1.50 k premium at:		
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 Perform Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on 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; Shoulderin 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 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	al hing Jeep the g g ate on Sunday, Ne Day. 2) Add \$1.50 k premium at:		
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jackin System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or W 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 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	ine); /ell ate on Sunday, Ne Day. 2) Add \$1.50 k premium at:		
Fiber Optic Cable Equipment.	25.74	15.85	41.59

SUPERSEDES DECISION WI20120010 U. S. DEPARTMENT OF LABOR (DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin (DAVIS-BACON ACT, MINIMUM GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runwa	ay and Taxiway Construction				•
	Basic Hourly	Fringe		Basic Hourly	Fringe
LABORERS CLASSIFICATION:	Rates	<u>Benefits</u>		Rates	Benefits
Group 1: General Laborer; Tree Trimmer; Conduit Layer;			Truck Drivers:		

		Dadoriouny	imigo
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 (Shovele	er,	
	Loader, Utility Man); Batch Truck Dumper; or Cement I	Handler;	
	Bituminous Worker, (Dumper, Ironer, Smoother, Tampe	er);	
	Concrete Handler	\$29.32	14.53
Group 2:	Air Tool Operator; Joint Sawer and Filler (Pavement);		
•	Vibrator or Tamper Operator (Mechanical Hand Operate	ed);	
	Chain Saw Operator; Demolition Burning Torch Labore	r29.42	14.53
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter		
	(Curb, Sidewalk, and Pavement); Strike Off man	29.47	14.53
Group 4:	Line and Grade Specialist		
Group 5:	Blaster and Powderman	29.52	14.53
Group 6:	Flagperson and Traffic Control Person	25.67	14.53

1 & 2 Axles		23.82	18.32
Three or More	Axles; Euclids, Dumptor &		
Articulated, Tr	uck Mechanic	23.97	18.32

DATE: December 20, 2013

CLASSES OF LABORER AND MECHANICS

Bricklayer	28.41	12.81
Carpenter	30.48	15.80
Millwright		
Piledriverman		
Ironworker	31.50	20.03
Cement Mason/Concrete Finisher	32.09	16.13
Electrician		
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		
Painter, Brush	24.50	16.27
Painter, Spray, Structural Steel, Bridges		
Well Drilling:		
Well Driller	16.52	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0, dated 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; Modification #7 dated December 20, 2013.

Dane County

Page 1 of 3

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 OPERATO	DRS CLASSIFICATION:	Basic Hourly <u>Rates</u>	Fringe <u>Benefits</u>		PMENT OPERATORS ION: (Continued)	Basic Hourly Rates	Fringe <u>Benefits</u>
Group 1: Cranes, tower cranes an with or without attachm lifting capacity of over or cranes, tower cranes aderricks with boom, lear jib lengths measuring 1 longer	ents, with a 100 tons and ds and/or	\$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 an with or without attachm lifting capacity of 100 to less or cranes, tower craderricks with boom, lean jib lengths measuring 1: less, and backhoes (excapacity of 3 cu. yds. ar caisson rigs, pile driver, operator, dredge engine	ents, with a ons or nes and ds and/or 75 feet or avators) a rated nd over,	\$36.22	\$20.10	Group 4:	tugger; boatmen; winches and A-frames; post driver; material hoist operator. Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting	\$35.72	\$20.10
Group 3: Mechanic or welder - he equipment, cranes with of 25 tons or less, concr (manual or remote); vib breaker; concrete laser s slipform paver; concrete	a lifting capacity ete breaker rator/sonic concrete ocreed; concrete			Group 5:	machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner	\$35.46	\$20.10
operator; concrete paver duty (rubber tired); cond distributor, automatic su	ment spreader - heavy crete spreader and ubgrader (concrete); aning machine; concrete machine; slipform nisher; hydro blaster uridge paver; concrete			3.346	hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches);		
mixer (self propelled); s asphalt plant engineer; k cutter and grooving mad screed (bituminous pave	oituminous paver; bump chine; milling machine;			Group 6:	drilling machine helper Off – road material hauler with or without ejector		\$20.10 \$20.10
planer and scarifier; bac having a manufacturers 3 cu. yds.; grader or mo	khoes (excavators) rated capacity of under			EPA Leve	Pay: If "A" protection - \$3.00 per hour If "B" protection - \$2.00 per hour If "C" protection - \$1.00 per hours		

DATE: December 20, 2013

STATE: Wisconsin

Area 3 -

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)

Benefits LABORERS CLASSIFICATION: Rates Area 4 -BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West 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 Area 5 -ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Area 3: Electrical contracts under \$130,000 26.24 16.85 Wausaukee), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto Electrical contracts over \$130,000 29.41 16.97 County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and 28.10 Hutchins), VILAS AND WOOD COUNTIES Area 4: 17.24 28.61 16.60 Area 5 Area 6 35.25 19.30 Area 6 -KENOSHA COUNTY Area 8 DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Area8-30.60 24.95% + 10.33 Electricians..... township), ROCK and WALWORTH COUNTIES Area 9: Electricians..... 32.94 18.71 Area 9 -COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), 28.97 19.55 Area 10 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 Area 13 32.82 22.51 Area 10 -CALUMET (Township of New Holstein), DODGE (East of Hwy, 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES Teledata System Installer Area 14 **DOUGLAS COUNTY** Area 11 -Installer/Technician 21.89 11.83 Area 12 -RACINE (except Burlington township) COUNTY Sound & Communications Area 15 Area 13 -MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES 14.84 Installer..... 16.47 24.75 16.04 Technician..... Area 14 -Statewide. CALUMET (except township of New Holstein), GREEN LAKE Area 1 -Area 15 -DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (N. part, including Townships of Berlin, St. Marie and Seneca), (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & AND WAUKESHA COUNTIES. Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES. Area 2 -ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA. CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR,

DATE: December 20, 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.

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SCHEDULE OF ITEMS CONTRACT: ONTRACT: 20140211004

LINE	TTEM DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	AND UNITS	DOLLARS CTS	:
SECTI	ON 0001 CONTRACT ITEMS			
0010	201.0105 CLEARING 	 34.000 STA		
0020	201.0205 GRUBBING 	 34.000 STA	 .	 .
0030	203.0200 REMOVING OLD STRUCTURE (STATION) 01. 122+94	 LUMP 	 LUMP 	 .
	204.0100 REMOVING PAVEMENT 	767.000	 	
	204.0105 REMOVING PAVEMENT BUTT JOINTS 	 11,589.000 SY		
0060	204.0115 REMOVING ASPHALTIC SURFACE BUTT JOINTS	795.000 SY	 .	
0070	204.0120 REMOVING ASPHALTIC SURFACE MILLING	 17,093.000 SY		 .
	204.0150 REMOVING CURB & GUTTER 	 1,468.000 LF	 .	 .
	204.0155 REMOVING CONCRETE SIDEWALK 	 150.000 SY	 	
	204.0157 REMOVING CONCRETE BARRIER 	 1,670.000 LF	 	

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LINE	ITEM DESCRIPTION	1	PPROX.	UNIT PRICE		BID AMOUNT	
NO			ANTITY D UNITS	DOLLARS		 DOLLARS	CTS
	204.0165 REMOVING GUARDRAIL 	 LF	8,577.000	 		 	
0120	204.0170 REMOVING FENCE	 LF	937.000	 	·	 	
	204.0175 REMOVING CONCRETE SLOPE PAVING 	 SY	60.000	 		 	
0140	204.0195 REMOVING CONCRETE BASES 	 EACH	10.000	 	•	 	
0150	204.0220 REMOVING INLETS 	 EACH	6.000	 	•	 	
0160	204.0245 REMOVING STORM SEWER (SIZE) 01. 18-INCH	 LF	45.000	 		 	
0170	204.0245 REMOVING STORM SEWER (SIZE) 02. 24-INCH	 LF	4.000	 		 	
0180	204.9060.S REMOVING (ITEM DESCRIPTION) 01. CONCRETE APRON ENDWALLS	 EACH	11.000	 	•	 	
	205.0100 EXCAVATION COMMON	CY	58,719.000				
0200	206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 01. B-13-0226	LUMP		 LUMP 		 	

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PROJECT(S): FEDERAL ID(S): 5300-04-77 WISC 2014019 5300-04-79 N/A

CONTRACT:

ONTRACT: 20140211004

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	!	DOLLARS CT	
	206.6000.S TEMPORARY SHORING	 240.000 SF	 	 	
0220	208.0100 BORROW	 965.000 CY	 	 .	
	210.0100 BACKFILL STRUCTURE	 40.000 CY	 	 	
0240	211.0200 PREPARE FOUNDATION FOR CONCRETE PAVEMENT (PROJECT) 01. 5300-04-77	 LUMP 	 LUMP 	 	
	213.0100 FINISHING ROADWAY (PROJECT) 01. 5300-04-77	 1.000 EACH	 	 	
0260	213.0100 FINISHING ROADWAY (PROJECT) 02. 5300-04-79	 1.000 EACH		 	
	305.0110 BASE AGGREGATE DENSE 3/4-INCH	 14,192.000 TON		 	
0280	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	 50,483.000 TON	 	 	
	305.0125 BASE AGGREGATE DENSE 1 1/4-INCH	 45.000 CY	 	 	
	312.0110 SELECT CRUSHED MATERIAL	 65,800.000 TON			
0310	335.0100 RUBBLIZING	 54,792.000 SY	 .	 .	

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LINE NO	1	APPROX. QUANTITY AND UNITS		UNIT PRICE		BID AMOUNT	
NO				DOLLARS		 DOLLARS	CTS
	390.0303 BASE PATCHING CONCRETE 	 SY	50.000 50.000			 	
	415.0090 CONCRETE PAVEMENT 9-INCH	 SY	2,356.000			 	
	415.1090 CONCRETE PAVEMENT HES 9-INCH 	 SY	362.000 362.000			 	
	416.0610 DRILLED TIE BARS 	 EACH	701.000 701.000			 	
	416.0620 DRILLED DOWEL BARS	 EACH	52.000 52.000			 	
	416.1010 CONCRETE SURFACE DRAINS	 CY	4.000	 		 	
	440.4410.S INCENTIVE IRI RIDE	1	18,650.000		1.00000	 186	50.00
	455.0105 ASPHALTIC MATERIAL PG58-28 	 TON	1,527.000 1,527.000			 	
0400	455.0120 ASPHALTIC MATERIAL PG64-28	 TON	728.000 728.000			 	
0410	455.0605 TACK COAT 	 GAL	4,155.000 				
	460.1110 HMA PAVEMENT TYPE E-10 	 TON	40,825.000	 		 	

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LINE	 ITEM	 APPROX.	UNIT PRICE	 BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	
	460.2000 INCENTIVE DENSITY HMA PAVEMENT 	 26,110.000 DOL	1.00000	 26110.00
0440	460.4110.S REHEATING HMA PAVEMENT LONGITUDINAL JOINTS	 19,977.000 LF	 	
	465.0125 ASPHALTIC SURFACE TEMPORARY 	 2,350.000 TON		
0460	465.0400 ASPHALTIC SHOULDER RUMBLE STRIP 		 	
0470	492.2010.S SEALING CRACKS AND JOINTS WITH HOT-APPLIED SEALANT	 20.000 GAL		
	502.0100 CONCRETE MASONRY BRIDGES 	 7.000 CY		 .
	502.3200 PROTECTIVE SURFACE TREATMENT 	 540.000 SY		
	502.5002 MASONRY ANCHORS TYPE L NO. 4 BARS 	 12.000 EACH	 	
	502.5005 MASONRY ANCHORS TYPE L NO. 5 BARS 	 22.000 EACH		 .
	504.0500 CONCRETE MASONRY RETAINING WALLS	 452.000 CY		 .
	504.0900 CONCRETE MASONRY ENDWALLS 	38.000 CY		

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LINE NO	!	APPROX.	UNIT PRICE	BID AMOUNT	
		QUANTITY AND UNITS	! .	DOLLARS CTS	
0540	!	 1,130.000 LB	 	 	
0550	505.0615 BAR STEEL REINFORCEMENT HS COATED RETAINING WALLS	 53,150.000 LB	 	 .	
0560	509.1500 CONCRETE SURFACE REPAIR	 55.000 SF	 	 .	
0570	516.0500 RUBBERIZED MEMBRANE WATERPROOFING	 44.000 SY	 	 .	
	517.1010.S CONCRETE STAINING (STRUCTURE) 01. R-13-246	 6,730.000 SF	 .	 	
0590	520.1018 APRON ENDWALLS FOR CULVERT PIPE 18-INCH 	 1.000 EACH			
	520.8000 CONCRETE COLLARS FOR PIPE 	 14.000 EACH	 	 	
0610	521.0118 CULVERT PIPE CORRUGATED STEEL 18-INCH	 45.000 LF		 	
0620	522.1018 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 18-INCH	 7.000 EACH	 	 	
0630	522.1024 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 24-INCH	 5.000 EACH	 		

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LINE	ITEM DESCRIPTION 	APPROX.	UNIT PRICE	BID AMOUNT	
NO		QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CT	
0640	522.1036 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 36-INCH	1.000 EACH			
	522.1054 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 54-INCH	 1.000 EACH		 	
	531.0200.S NOISE BARRIERS SINGLE-SIDED SOUND ABSORPTIVE (STRUCTURE) 01. N-13-0007	 82,500.000 SF 			
0670	601.0409 CONCRETE CURB & GUTTER 30-INCH TYPE A	855.000 LF		 	
0680	601.0411 CONCRETE CURB & GUTTER 30-INCH TYPE D	479.000 LF		 	
0690	601.0555 CONCRETE CURB AND GUTTER 6-INCH SLOPED 36-INCH TYPE A	729.000 LF		 	
0700	601.0557 CONCRETE CURB AND GUTTER 6-INCH SLOPED 36-INCH TYPE D	 372.000 LF		 	
0710	602.0410 CONCRETE SIDEWALK 5-INCH	459.000 SF		 	
	602.0515 CURB RAMP DETECTABLE WARNING FIELD NATURAL PATINA			 	
0730	603.1142 CONCRETE BARRIER TYPE S42	7,768.000 LF		 	

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LINE NO	1	APPROX.			BID AMOUNT	
		QUANTITY AND UNITS	DOLLARS		DOLLARS	CTS
0740	603.3213 CONCRETE BARRIER TRANSITION TYPE F32SF TO S36	5.000 EACH .			 	
	603.3535 CONCRETE BARRIER TRANSITION TYPE S36 TO S42					
0760	603.8000 CONCRETE BARRIER TEMPORARY PRECAST DELIVERED	22,964.000 LF	.			
0770	603.8125 CONCRETE BARRIER TEMPORARY PRECAST INSTALLED	23,189.000 LF	.		 	
	604.0400 SLOPE PAVING CONCRETE	 60.000 SY	_		 	
0790	606.0200 RIPRAP MEDIUM	 46.000 CY			 	
0800	606.0300 RIPRAP HEAVY				 	
0810	608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH	 994.000 LF				
0820	608.0318 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 18-INCH					
0830	608.0324 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 24-INCH	670.000 LF			 	

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LINE		APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	 DOLLARS CTS	· :
0840	608.0336 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 36-INCH		 .	 .
0850	608.0354 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 54-INCH			 .
0860	608.0372 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 72-INCH		 .	 .
0870	608.0412 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 12-INCH	 37.000 LF	 .	 .
0880	608.0518 STORM SEWER PIPE REINFORCED CONCRETE CLASS V 18-INCH		 	 .
	611.0430 RECONSTRUCTING INLETS 	 13.000 EACH		
	611.0610 INLET COVERS TYPE BW 	 12.000 EACH		
	611.0612 INLET COVERS TYPE C 	3.000 EACH	 	
	611.0615 INLET COVERS TYPE F 	3.000 EACH	 .	
	611.0624 INLET COVERS TYPE H 	 4.000 EACH	 	 .
	611.0639 INLET COVERS TYPE H-S 	2.000 EACH	 	

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LINE	ITEM DESCRIPTION 	APPROX.	UNIT PRICE	BID AMOUNT	
NO			DOLLARS CTS		
	611.0642 INLET COVERS TYPE MS	 5.000 EACH	 	 	
	611.1004 CATCH BASINS 4-FT DIAMETER 	 4.000 EACH	 	 	
	611.2004 MANHOLES 4-FT DIAMETER 	 3.000 EACH	 	 	
	611.2005 MANHOLES 5-FT DIAMETER 	 3.000 EACH		 .	
	611.3004 INLETS 4-FT DIAMETER 	 1.000 EACH			
1000		 8.000 EACH	-		
1010		 4.000 EACH		 	
1020	611.3901 INLETS MEDIAN 1 GRATE 	 1.000 EACH	 	 	
	611.3902 INLETS MEDIAN 2 GRATE 	 1.000 EACH		 	
	611.8115 ADJUSTING INLET COVERS	 4.000 EACH	 	 	
1050	611.9800.S PIPE GRATES 	9.000 9.000		 	

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LINE	 ITEM	APPROX.	 UNIT PRICE	 BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	İ
	612.0406 PIPE UNDERDRAIN WRAPPED 6-INCH 	 1,050.000 LF		
1070	614.0150 ANCHOR ASSEMBLIES FOR STEEL PLATE BEAM GUARD	 2.000 EACH	 	
1080	614.0905 CRASH CUSHIONS TEMPORARY 	 11.000 EACH		 .
1090	614.2300 MGS GUARDRAIL 3 	 6,382.000 LF	 .	 .
	614.2500 MGS THRIE BEAM TRANSITION 	 520.000 LF		 .
	614.2610 MGS GUARDRAIL TERMINAL EAT 	 20.000 EACH	 	 .
	614.2620 MGS GUARDRAIL TERMINAL TYPE 2 	 13.000 EACH	 	 .
	616.0206 FENCE CHAIN LINK 6-FT 	 937.000 LF		
	616.0329 GATES CHAIN LINK (WIDTH) 01. 4-FT 	 1.000 EACH	 	
	616.0329 GATES CHAIN LINK (WIDTH) 02. 10-FT 	 2.000 EACH		
1160	616.0700.S FENCE SAFETY 	 1,000.000 LF	 	

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LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	 DOLLARS CTS	 DOLLARS CTS
1170	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 01. 5300-04-77	1.000 EACH	 	
1180	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 02. 5300-04-79	 1.000 EACH		
1190	619.1000 MOBILIZATION 	 1.000 EACH	 	
1200	624.0100 WATER 	 330.000 MGAL	 	
	625.0500 SALVAGED TOPSOIL 	 173,146.000 SY	 	
1220	628.1504 SILT FENCE 	 30,615.000 LF	 	
	628.1520 SILT FENCE MAINTENANCE 	 61,232.000 LF		
1240	628.1905 MOBILIZATIONS EROSION CONTROL 	 12.000 EACH		
1250	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	 8.000 EACH	 	
1260	628.2008 EROSION MAT URBAN CLASS I TYPE B 	 198,989.000 SY		

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LINE		APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS		DOLLARS CT
	628.2021 EROSION MAT CLASS II TYPE A 	 17,120.000 SY		
	628.7005 INLET PROTECTION TYPE A 	 77.000 EACH		
	628.7015 INLET PROTECTION TYPE C 	 77.000 EACH		
	628.7504 TEMPORARY DITCH CHECKS 	 1,715.000 LF		
	628.7555 CULVERT PIPE CHECKS	 45.000 EACH		
1320		 16.000 EACH		
1330	628.7570 ROCK BAGS 	 448.000 EACH		
1340	629.0210 FERTILIZER TYPE B 	 116.800 CWT		
	630.0130 SEEDING MIXTURE NO. 30	 3,352.000 LB		
	630.0140 SEEDING MIXTURE NO. 40	 50.000 LB	 	
	630.0200 SEEDING TEMPORARY	 605.000 LB		

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LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CT
1380	631.1000 SOD LAWN 	6,050.000		
	631.1100 SOD EROSION CONTROL	224.000	 	
	633.0100 DELINEATOR POSTS STEEL 	 213.000 EACH		
	633.0500 DELINEATOR REFLECTORS 	 190.000 EACH		 .
	633.1000 DELINEATOR BRACKETS 	 48.000 EACH		
1430	633.5200 MARKERS CULVERT END 	 19.000 EACH		
	634.0416 POSTS WOOD 4X4-INCH X 16-FT 	 11.000 EACH		
	634.0418 POSTS WOOD 4X4-INCH X 18-FT 	 6.000 EACH		
	634.0614 POSTS WOOD 4X6-INCH X 14-FT 	 17.000 EACH		
	634.0616 POSTS WOOD 4X6-INCH X 16-FT 	 47.000 EACH	 	
	634.0618 POSTS WOOD 4X6-INCH X 18-FT 	 44.000 EACH	 	

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LINE		APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	 DOLLARS CTS	!
	634.0620 POSTS WOOD 4X6-INCH X 20-FT 	 36.00 EACH	0 .	
	634.0622 POSTS WOOD 4X6-INCH X 22-FT 	 5.00 EACH	0 .	 .
	635.0200 SIGN SUPPORTS STRUCTURAL STEEL HS 	 1,965.00 LB	0	 .
1520	635.0300 SIGN SUPPORTS REPLACING BASE CONNECTION BOLTS	 64.00 EACH	0 .	 .
	636.0100 SIGN SUPPORTS CONCRETE MASONRY 	 56.30 CY	0 .	 .
	636.0500 SIGN SUPPORTS STEEL REINFORCEMENT 	 264.00 LB	0 .	
	636.1000 SIGN SUPPORTS STEEL REINFORCEMENT HS	 3,550.00 LB	 	 .
1560	636.1500 SIGN SUPPORTS STEEL COATED REINFORCEMENT HS	 5,100.00 LB	 	.
	637.1220 SIGNS TYPE I REFLECTIVE SH 	 3,246.50 SF	0 .	 .
	637.2220 SIGNS TYPE II REFLECTIVE SH	 1,390.38 SF	0 .	
	637.2230 SIGNS TYPE II REFLECTIVE F 	 189.00 SF	 0 .	 .

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LINE	ITEM DESCRIPTION	APPROX.	UNIT PRICE		BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	 DOLLARS	l l		CTS
	638.2102 MOVING SIGNS	 21.000 EACH				
	638.2601 REMOVING SIGNS TYPE I	 17.000 EACH	 			
	638.2602 REMOVING SIGNS TYPE II	 84.000 EACH				
	638.3000 REMOVING SMALL SIGN SUPPORTS	 113.000 EACH				
1640	641.1200 SIGN BRIDGE CANTILEVERED (STRUCTURE) 01. S-13-0338	 LUMP	 LUMP			
1650	641.1200 SIGN BRIDGE CANTILEVERED (STRUCTURE) 02. S-13-0339	 LUMP 	 LUMP			•
1660	641.1200 SIGN BRIDGE CANTILEVERED (STRUCTURE) 03. S-13-0340	 LUMP	 LUMP			
1670	641.1200 SIGN BRIDGE CANTILEVERED (STRUCTURE) 04. S-13-0341	 LUMP	LUMP			
1680	641.1200 SIGN BRIDGE CANTILEVERED (STRUCTURE) 05. S-13-0428	 LUMP	LUMP			
1690	641.1200 SIGN BRIDGE CANTILEVERED (STRUCTURE) 06. S-13-0427	 LUMP 	 LUMP 			

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LINE	!	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	!	DOLLARS CTS	
1700	641.8100 OVERHEAD SIGN SUPPORT (STRUCTURE) 01. S-13-425	 LUMP 	 LUMP		
	641.8100 OVERHEAD SIGN SUPPORT (STRUCTURE) 02. S-13-426	 LUMP	 LUMP		
1720	642.5401 FIELD OFFICE TYPE D	 1.000 EACH		 	
1730	643.0200 TRAFFIC CONTROL SURVEILLANCE AND MAINTENANCE (PROJECT) 01. 5300-04-77	275.000			
	643.0200 TRAFFIC CONTROL SURVEILLANCE AND MAINTENANCE (PROJECT) 02. 5300-04-79	 275.000 DAY	 		
	643.0300 TRAFFIC CONTROL DRUMS 	 146,900.000 DAY			
	643.0420 TRAFFIC CONTROL BARRICADES TYPE III 	 6,110.000 DAY			
	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A 	 12,220.000 DAY			
	643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C 	 9,040.000 DAY			
	643.0800 TRAFFIC CONTROL ARROW BOARDS	 1,820.000 DAY	 	 	

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LINE	I	APPROX.		UNIT PF		BID AM	OUNT
NO	DESCRIPTION		UANTITY ND UNITS	DOLLARS	. !		CTS
	643.0900 TRAFFIC CONTROL SIGNS	 DAY	28,250.000 		.		
	643.0920 TRAFFIC CONTROL COVERING SIGNS TYPE II 	 EACH					
	643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE 	 SF	72.000 				
	643.1050 TRAFFIC CONTROL SIGNS PCMS 		3,300.000		.		
	645.0120 GEOTEXTILE FABRIC TYPE HR	 SY	292.000 292.000		.		
	645.0130 GEOTEXTILE FABRIC TYPE R 	 SY	 184.000 		.		
	646.0106 PAVEMENT MARKING EPOXY 4-INCH 	 LF	 78,988.000 	 .			
	646.0126 PAVEMENT MARKING EPOXY 8-INCH 	 LF	2,070.000 		.		
	646.0600 REMOVING PAVEMENT MARKINGS 	 LF	26,713.000 		.		
	646.0881.S PAVEMENT MARKING GROOVED WET REFLECTIVE TAPE 4-INCH	 LF	4,812.000		 		

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LINE	I .	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	!	DOLLARS CT
	646.0883.S PAVEMENT MARKING GROOVED WET REFLECTIVE TAPE 8-INCH	 8,887.000 LF	 	
1910	647.0166 PAVEMENT MARKING ARROWS EPOXY TYPE 2	 16.000 EACH	 	
	647.0176 PAVEMENT MARKING ARROWS EPOXY TYPE 3	 8.000 EACH		
1930	647.0196 PAVEMENT MARKING ARROWS EPOXY TYPE 5	 2.000 EACH	 	
1940	647.0356 PAVEMENT MARKING WORDS EPOXY 	 12.000 EACH	 	
1950	647.0526 PAVEMENT MARKING YIELD LINE SYMBOLS EPOXY 18-INCH	 10.000 EACH		
	647.0566 PAVEMENT MARKING STOP LINE EPOXY 18-INCH	 167.000 LF	 	 .
1970	647.0746 PAVEMENT MARKING DIAGONAL EPOXY 24-INCH	 514.000 LF	 	 .
1980	647.0766 PAVEMENT MARKING CROSSWALK EPOXY 6-INCH	 784.000 LF	 	
1990	649.0200 TEMPORARY PAVEMENT MARKING REFLECTIVE PAINT 4-INCH	 51,983.000 LF	 	

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CONTRACT: ONTRACT: 20140211004

LINE NO	ITEM DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS
	649.0400 TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 4-INCH	37,692.000 37,692.000	 	
2010	650.4000 CONSTRUCTION STAKING STORM SEWER 	26.000 26.000 EACH		
	650.4500 CONSTRUCTION STAKING SUBGRADE 	 26,451.000 LF		
2030	650.5000 CONSTRUCTION STAKING BASE 	 26,451.000 LF		
2040	650.5500 CONSTRUCTION STAKING CURB GUTTER AND CURB & GUTTER			
2050	650.7000 CONSTRUCTION STAKING CONCRETE PAVEMENT	 106.000 LF		
2060	650.7500 CONSTRUCTION STAKING CONCRETE BARRIER 	 7,768.000 LF		
2070	650.8000 CONSTRUCTION STAKING RESURFACING REFERENCE	 18,587.000 LF		
	650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 01.5300-04-77	 LUMP 	 LUMP 	
2090	650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 02.5300-04-79	 LUMP 	 LUMP 	

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LINE	ITEM DESCRIPTION 	APPROX.	UNIT PRICE	BID AMOUNT	
NO		QUANTITY AND UNITS	!	 DOLLARS CTS	
	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 5300-04-77	LUMP	LUMP	 	
2110	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 02. 5300-04-79	 LUMP 	 LUMP 		
	650.9920 CONSTRUCTION STAKING SLOPE STAKES 	26,451.000			
2130	652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	7,528.000	 		
2140	652.0240 CONDUIT RIGID NONMETALLIC SCHEDULE 40 4-INCH	 230.000 LF			
	652.0605 CONDUIT SPECIAL 2-INCH 	2,313.000 LF			
2160	652.0700.S INSTALL CONDUIT INTO EXISTING ITEM	2.000 EACH	 		
	652.0800 CONDUIT LOOP DETECTOR 	940.000 LF			
	653.0135 PULL BOXES STEEL 24X36-INCH 	23.000 EACH	 	 	
2190	653.0140 PULL BOXES STEEL 24X42-INCH	9.000 EACH	 		

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CONTR	ACTOR :			
LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE	! .
	653.0905 REMOVING PULL BOXES 	 20.000 EACH	· 	<u></u>
	654.0101 CONCRETE BASES TYPE 1	 6.000 EACH	 .	
	654.0102 CONCRETE BASES TYPE 2 	 7.000 EACH	 	 .
	654.0105 CONCRETE BASES TYPE 5 	 5.000 EACH	 	
	655.0225 CABLE TRAFFIC SIGNAL 5-12 AWG 	 45.000 LF		
	655.0230 CABLE TRAFFIC SIGNAL 5-14 AWG 	 1,290.000 LF	 	
	655.0240 CABLE TRAFFIC SIGNAL 7-14 AWG 	2,790.000	 	
	655.0250 CABLE TRAFFIC SIGNAL 9-14 AWG 	 1,030.000 LF		 .
	655.0260 CABLE TRAFFIC SIGNAL 12-14 AWG 	2,003.000		 .
	655.0265 CABLE TRAFFIC SIGNAL 15-12 AWG 	 410.000 LF		 .
	655.0525 ELECTRICAL WIRE TRAFFIC SIGNALS 6 AWG 	 4,567.000 LF		 .

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LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	!	DOLLARS CT
	655.0610 ELECTRICAL WIRE LIGHTING 12 AWG	2,830.000 LF		
2320	655.0615 ELECTRICAL WIRE LIGHTING 10 AWG	 1,590.000 LF		
	655.0700 LOOP DETECTOR LEAD IN CABLE 	3,741.000	 	
	655.0800 LOOP DETECTOR WIRE 	3,424.000 LF	 	 .
	655.0900 TRAFFIC SIGNAL EVP DETECTOR CABLE 	 895.000 LF		
	656.0100 ELECTRICAL SERVICE METER SOCKET (LOCATION) 01. GREENWAY BLVD AND HIGH POINT RD	ļ - T	 LUMP 	
2370	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 01. GREENWAY BLVD INTERCHANGE SIGNALS	 LUMP 	 LUMP 	
2380	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 02. OLD SAUK ROAD INTERCHANGE	 LUMP 	 LUMP 	
2390	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 03. MINERAL POINT ROAD INTERCHANGE	1	 LUMP 	

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LINE	I .	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CT
2400	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 04. GREENWAY BLVD INTERCHANGE ITS	 LUMP 	 LUMP 	
2410	656.0300 ELECTRICAL SERVICE UNMETERED (LOCATION) 01. GREENWAY BLVD WITH HIGH POINT RD	 LUMP 	 LUMP 	
2420	656.0500 ELECTRICAL SERVICE BREAKER DISCONNECT BOX (LOCATION) 01. GREENWAY BLVD INTERCHANGE SIGNALS	 LUMP 	 LUMP 	
2430	656.0500 ELECTRICAL SERVICE BREAKER DISCONNECT BOX (LOCATION) 02. OLD SAUK ROAD INTERCHANGE	 LUMP 	 LUMP 	
2440	656.0500 ELECTRICAL SERVICE BREAKER DISCONNECT BOX (LOCATION) 03. MINERAL POINT ROAD INTERCHANGE	 LUMP 	 LUMP 	
2450	656.0500 ELECTRICAL SERVICE BREAKER DISCONNECT BOX (LOCATION) 04. GREENWAY BLVD INTERCHANGE ITS	 LUMP 	 LUMP 	
2460	657.0100 PEDESTAL BASES	 2.000 EACH		
	657.0255 TRANSFORMER BASES BREAKAWAY 11 1/2-INCH BOLT CIRCLE	 10.000 EACH	 	

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LINE	TTEM DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	!	DOLLARS CTS	
2480	657.0305 POLES TYPE 2 	2.000 EACH	 	 .	
	657.0585 TROMBONE ARMS 15-FT 	2.000 2.000	 	 .	
	657.0595 TROMBONE ARMS 25-FT 	 4.000 EACH	 	 .	
	658.0110 TRAFFIC SIGNAL FACE 3-12 INCH VERTICAL 	 5.000 EACH	 	 .	
	658.0115 TRAFFIC SIGNAL FACE 4-12 INCH VERTICAL 	 4.000 EACH	 	 .	
2530	658.0215 BACKPLATES SIGNAL FACE 3 SECTION 12-INCH	 5.000 EACH	 	 	
2540	658.0220 BACKPLATES SIGNAL FACE 4 SECTION 12-INCH	 4.000 EACH	 .	 	
	658.0416 PEDESTRIAN SIGNAL FACE 16-INCH 	 8.000 EACH	 .	 	
	658.0500 PEDESTRIAN PUSH BUTTONS	 8.000 EACH	 .	 	
	658.5069 SIGNAL MOUNTING HARDWARE (LOCATION) 01. GREENWAY BLVD & USH 12 EB TERMINAL RAMPS	I .	 LUMP 		

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SCHEDULE OF ITEMS

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LINE	TTEM DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	AND UNITS	DOLLARS CTS	!
	658.5069 SIGNAL MOUNTING HARDWARE (LOCATION) 02. MINERAL POINT RD & USH 12 EB TERMINAL RAMPS	 LUMP 	 LUMP 	
2590	658.5069 SIGNAL MOUNTING HARDWARE (LOCATION) 03. OLD SAUK RD AND USH 12 EB TERMINAL RAMPS	 LUMP 	 LUMP 	
2600	658.5069 SIGNAL MOUNTING HARDWARE (LOCATION) 04. MINERAL POINT RD & USH 12 EB TERMINAL RAMPS	 LUMP 	 LUMP 	
2610	661.0200 TEMPORARY TRAFFIC SIGNALS FOR INTERSECTIONS (LOCATION) 01. GREENWAY BLVD AND USH 12 EB TERMINAL RAMPS	 LUMP 	LUMP	
2620	661.0200 TEMPORARY TRAFFIC SIGNALS FOR INTERSECTIONS (LOCATION) 02. GREENWAY BLVD AND USH 12 WB TERMINAL RAMPS	 LUMP 	LUMP	
	671.0142 CONDUIT HDPE 4-DUCT 2-INCH	 57,345.000 LF	 	
2640	671.0242 CONDUIT HDPE DIRECTIONAL BORE 4-DUCT 2-IN	 4,590.000 LF		
	672.0100 BASE ITS CONTROLLER CABINET 	 2.000 EACH	 	
	672.0250 BASE CAMERA POLE 50-FT 	 3.000 EACH	 	

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LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	I	DOLLARS CT
	673.0105 COMMUNICATION VAULT TYPE 1 	20.000 EACH	 	
	674.0200 CABLE MICROWAVE DETECTOR 	9,630.000 LF	 	
2690	674.0300 REMOVE CABLE 	 8,470.000 LF		
2700	675.0100 INSTALL CONTROLLER RAMP METER PROCESSOR ASSEMBLY	 2.000 EACH	 	
2710	675.0300 INSTALL MOUNTED CONTROLLER MICROWAVE DETECTOR ASSEMBLY	 8.000 EACH		 .
	676.0100 SIGNAL ASSEMBLY RAMP CONTROL SIDEMOUNT 	 4.000 EACH		
	676.0305 SIGNAL ASSEMBLY ADVANCE FLASHER TYPE 2 	2.000 EACH		
2740	678.0006 INSTALL FIBER OPTIC CABLE OUTDOOR PLANT 6-CT	 1,004.000 LF		
2750	678.0072 INSTALL FIBER OPTIC CABLE OUTDOOR PLANT 72-CT	 22,440.000 LF		
	678.0200 FIBER OPTIC SPLICE ENCLOSURE	3.000 EACH	 	
	678.0300 FIBER OPTIC SPLICE 	 13.000 EACH		

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LINE	ITEM DESCRIPTION 	!	APPROX.		RICE	BID AM	OUNT
NO			JANTITY ND UNITS	DOLLARS	 CTS	DOLLARS	CTS
	678.0400 FIBER OPTIC TERMINATION	 EACH	4.000		 		
2790	690.0150 SAWING ASPHALT	 LF	24,537.000		. 		
2800	690.0250 SAWING CONCRETE	 LF	1,565.000		. 		
	715.0502 INCENTIVE STRENGTH CONCRETE STRUCTURES	 DOL	3,212.000		 1.00000 	32	12.00
	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	 HRS	1,800.000		 5.00000 	90	00.00
	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5.	 HRS	450.000 450.000		 5.00000 	22	50.00
2840	SPV.0045 SPECIAL 01. PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) CELLULAR COMMUNICATIONS	 DAY	1,880.000		.		
2850	SPV.0060 SPECIAL 01. MOVING TRAFFIC SIGNAL ASSEMBLIES	 EACH	5.000 5.000		.		
	SPV.0060 SPECIAL 02. MOVING HIGHWAY LIGHTING ASSEMBLIES	 EACH	4.000		. 		
2870	SPV.0060 SPECIAL 03. MOVING SIGNAL PREEMPT	 EACH	2.000	 	 		

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LINE	ITEM	APPROX. QUANTITY		UNIT PRICE		BID AM	OUNT
NO	DESCRIPTION		!	DOLLARS	CTS	 DOLLARS	CTS
2880	SPV.0060 SPECIAL 04. REMOVING ELECTRICAL SERVICE METER BREAKER PEDESTAL	 EACH	2.000			 	
	SPV.0060 SPECIAL 05. INSTALL STATE FURNISHED ITS FIELD CABINET	 EACH	4.000			 	
2900	SPV.0060 SPECIAL 06. REMOVING TRAFFIC SIGNAL CONTROLLER CABINET	 EACH	1.000			 	
2910	SPV.0060 SPECIAL 07. REMOVING LIGHTING SPLICE CABINET	 EACH	1.000			 	
2920	SPV.0060 SPECIAL 08. TRAFFIC SIGNAL CONTROL CABINET	 EACH	1.000			 	
2930	SPV.0060 SPECIAL 09. TRAFFIC SIGNAL CONTROLLER	 EACH	1.000			 	
	SPV.0060 SPECIAL 10. LIGHTING CONTROL CABINET	 EACH	1.000			 	
2950	SPV.0060 SPECIAL 11. NEMA-PLUS CONFLICT MONITOR 12-CHANNEL	 EACH	1.000			 	
	SPV.0060 SPECIAL 12. CONCRETE BASE SPECIAL	 EACH	1.000			 	
	SPV.0060 SPECIAL 13.	 EACH	1.000			 	

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LINE	TTEM DESCRIPTION	APPROX. QUANTITY	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	AND UNITS	DOLLARS CTS	!
2980	SPV.0060 SPECIAL 14. MAINTENANCE OF EXISTING DRAINAGE STRUCTURES	 2.000 EACH	 	
2990	SPV.0060 SPECIAL 15. CONCRETE LIGHTING CABINET BASE TYPE SPECIAL	1.000 1.000 EACH		
3000	SPV.0090 SPECIAL 01. MILLING TRAVERSABLE JOINT	 56,727.000 LF	 	
	SPV.0090 SPECIAL 02. CONCRETE GUTTER 48-INCH	 7,851.000 LF		
3020	SPV.0090 SPECIAL 03. FENCE CHAIN LINK TEMPORARY 6-FT	 1,050.000 LF		
3030	SPV.0105 SPECIAL 01. TEMPORARY VEHICLE DETECTION	 LUMP	 LUMP 	
3040	SPV.0105 SPECIAL 02. REMOVING & SALVAGING SIGNAL PREEMPT GREENWAY WITH USH 12 EB RAMP TERMINAL	LUMP	LUMP	
3050	SPV.0105 SPECIAL 03. REMOVING & SALVAGING SIGNAL PREEMPT GREENWAY WITH USH 12 WB RAMP TERMINAL	LUMP	LUMP	
3060	SPV.0105 SPECIAL 04. INSTALLING SALVAGED SIGNAL PREEMPT GREENWAY WITH US 12 EB RAMP TERMINAL	 LUMP 	 LUMP 	

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LINE	! ===	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	!	DOLLARS CTS
3070	SPV.0105 SPECIAL 05. INSTALLING SALVAGED SIGNAL PREEMPT GREENWAY WITH US 12 WB RAMP TERMINAL	 LUMP 	 LUMP 	
3080	SPV.0105 SPECIAL 06. REMOVING & SALVAGING TRAFFIC SIG & LIGHTING EQUIP GREENWAY & US 12 EB RAMP	 LUMP 	 LUMP 	
3090	SPV.0105 SPECIAL 07. REMOVING & SALVAGING TRAFFIC SIG & LIGHTING EQUIP GREENWAY & 12 WB RAMP	 LUMP 	LUMP	
3100	SPV.0105 SPECIAL 08. REMOVING & SALVAGING TRAFFIC SIG & LIGHTING EQUIP OLD SAUK & US 12 EB RAMP	 LUMP 	 LUMP 	
3110	SPV.0165 SPECIAL 01. WALL CONCRETE PANEL MECHANICALLY STABILIZED EARTH LRFD R-13-246	4,650.000 4,650.000		
	SPV.0180 SPECIAL 01. DECK PATCHING B-13-227 	 10.000 SY	 	
	SPV.0180 SPECIAL 02. DECK PATCHING B-13-229	 10.000 SY		
	SPV.0180 SPECIAL 03. DECK PATCHING B-13-230	 10.000 SY		

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CONTRA LINE NO		APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	AND UNITS	DOLLARS CTS	DOLLARS CTS	
3150	SPV.0180 SPECIAL 04. SPRAYED ASPHALTIC MEDIAN TREATMENT	3,600.000 SY	 	.	
	SECTION 0001 TOTAL		<u> </u> 		
	TOTAL BID				

PLEASE ATTACH SCHEDULE OF ITEMS HERE