

HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 2

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
La Crosse	1071-06-80	WISC 2014 062	USH 53/35 - Theater Rd Black River Br to Theater Road/Prep	IH 90
La Crosse	1071-06-86		USH 53/35 - Theater Rd Black River Br to Theater Road	IH 90

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, \$ 100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: March 11, 2014 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time September 24, 2014	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 5%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

Type of Work Grading, base aggregate dense, HMA pavement, Structures C-32-97, B-32-107, B-32-108, B-32-36, S-32-48 and S-32-49.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

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.

[illegible]

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 1071-06-80 and 1071-06-86, USH 53/35 – Theater Rd, Black River Br to Theater Road/Prep, La Crosse 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.

2. Scope of Work.

The work under this contract shall consist of grading, base aggregate dense, HMA pavement, Structures C-32-97, B-32-107, B-32-108, B-32-36, S-32-48, S-32-49 and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

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

Definitions

A weekday is a calendar day from Monday 12:00 AM to Friday 12:00 PM.

A weekend day is a calendar day from Friday 12:00 PM to Monday 12:00 AM.

Peak and Off-Peak Hours are defined as follows:

IH 90 between STH 35 and STH 157

- Peak Hours on westbound lanes are from
 - Monday, Tuesday, Wednesday and Thursday – 2:00 PM to 6:00 PM
 - Friday 12:00 PM to 7:00 PM
 - Sunday 12:00 PM to 5:00 PM
- Peak Hours on eastbound lanes are from
 - Monday, Tuesday, Wednesday and Thursday – 2:00 PM to 6:00 PM
 - Friday 12:00 PM to 7:00 PM
 - Sunday 12:00 PM to 5:00 PM
- Off-Peak Hours are all other times.

IH 90 between STH 157 and STH 16

- Peak Hours on westbound lanes are from
 - Monday, Tuesday, Wednesday and Thursday – 2:00 PM to 6:00 PM
 - Friday 12:00 PM to 7:00 PM
- Off-Peak Hours are all other times.

IH 90: All other locations

- Off-Peak Hours all times.

Rose Street

- Peak Hours on northbound lanes are from
 - Monday, Tuesday, Wednesday, Thursday and Friday – 5:00 AM to 9:00 AM
 - Monday, Tuesday, Wednesday, Thursday and Friday 2:00 PM to 7:00 PM
 - Saturday and Sunday 5:00 AM to 7:00 PM
- Peak Hours on southbound lanes are from
 - Monday, Tuesday, Wednesday, Thursday and Friday – 5:00 AM to 8:00 PM
 - Saturday and Sunday 5:00 AM to 8:00 PM
- Off-Peak Hours are all other times.

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

At the beginning of Structure mill and overlay on B-32-36 on median lanes, close IH 90 Eastbound Ramp to STH 35/Rose Street northbound through traffic for a maximum of 12 calendar days. Do not reopen until completing the following work: B-32-36 deck overlay on concrete masonry deck patching and median lanes.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the work necessary to reopen median lanes and IH 90 eastbound ramp to STH 35/Rose Street Northbound to traffic within 12 calendar days, the

department will assess the contractor \$1,690.00 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

At the beginning of Structure mill and overlay on B-32-36 on outside lanes, close IH 90 Eastbound Ramp to STH 35/Rose Street northbound through traffic for a maximum of 12 calendar days. Do not reopen until completing the following work: B-32-36 deck overlay on concrete masonry deck patching and outside lanes.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the work necessary to reopen outside lanes to traffic within 12 calendar days, the department will assess the contractor \$1,690.00 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Complete construction operations on 12th Avenue to the stage necessary to reopen it to through traffic prior to 12:01 AM August 22, 2014. Do not reopen until completing the following work: Structure B-32-107, B-32-108, and all restoration work on 12th Avenue. Do not close 12th Avenue to traffic prior to 9:00 AM June 10, 2014.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the work necessary to reopen 12th Avenue to through traffic prior to 12:01 AM August 22, 2014, the department will assess the contractor \$1,690.00 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, August 22, 2014. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Complete construction operations on Great River State Trail to the stage necessary to reopen it to through traffic prior to 12:01 AM September 19, 2014. Do not reopen until completing the following work: Structure C-32-97 including polymer overlay and all restoration work on the Great River State Trail.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the work necessary to reopen Great River State Trail to through traffic prior to 12:01 AM September 19, 2014, the department will assess the contractor \$1,690.00 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, September 19, 2014. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Lane closures are only allowed during off-peak hours. Remove all lane closures prior to the start of peak hours. Do not open lane closure until requirements listed under the Traffic article of these special provisions are met.

If the contractor fails to complete the work necessary to reopen lane closure to through traffic prior to start of peak hour, the department will assess the contractor \$2,500.00 in liquidated damages for each 15 minutes that the roadway remains closed during peak hours. An entire 15 minutes will be charged for any period of time within 15 minutes that the road remains closed beyond beginning of peak hours. Damages will be assessed utilizing the Administrative bid item Failure to Open Road to Traffic.

The department will not grant time extensions to the interim completion dates specified above for the following:

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

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

Construction Staging

Median Work

Construct the DU and HV ramps, UW crossover, and TW widening and crossovers. Also construct the median portions of the DT, CT, HT, HU, GT, and MT ramps. Construct Structures C-32-97, B-32-107 and B-32-108. Mill and overlay the median lane and shoulder of B-32-36.

Outside Lane Work

Construct the FT, JT, and LT ramps. Also construct the portion of the DT, CT, HT, HU, GT, and MT ramps along the outside lanes of IH 90. Construct Structures C-32-97, B-32-107 and B-32-108. Mill and overlay the outside lane and shoulder of B-32-36.

Great River State Trail

Complete clearing and grubbing along the Great River State Trail (Station 25+90 T to Station 36+50 T) and remove trail signs at the Enterprise Avenue trail entrance in order to accommodate the use of the trail for construction of utilities. The trail may be used to access the site for construction of C-32-97. All other work along the trail, including placing aggregate, paving, final grading, and restoration, to be performed after the trail is no longer in use for access to the site. Restoration required for site access is incidental to Structure C-32-97 items.

The contractor is responsible for determining the existing drainage pattern along the trail, through survey or other means, prior to grading the trail for use as a construction access for the project. Existing drainage patterns shall be reestablished along with final grading and paving of the trail.

At the beginning of water main installation on "SS" St and Enterprise Dr, shift the location of two way traffic as shown on the Traffic Control sheets for a maximum of 5 calendar days. Do not restore traffic to its normal lanes until completing the following work: installation, backfilling, and testing of water main and replacement of disturbed curb and gutter and asphaltic pavement.

4. Traffic.

Maintain traffic with a minimum of 11-foot travel lanes at all times on all roadways unless otherwise noted within this article, or in the plans.

Conduct operations in a manner that will cause the least interference to traffic, pedestrian movements, commercial access, and residential access adjacent to and within the construction area. This includes the following restrictions:

- a. No vehicle or piece of equipment will be permitted to enter a live traffic roadway against the direction of normal traffic flow, even if the roadway has been declared part of a haul road.
- b. Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Any damage done to the above during construction operations shall be repaired or replaced at the contractor's expense.
- c. Access live traffic lanes only at the ends of the work zone. Temporary access points within the temporary concrete barrier may be allowed at different locations if the engineer approves the location, configuration, and traffic control devices as proposed by the contractor. Do not cut in between traffic control devices to enter IH 90 traffic lanes.
- d. A drop-off less than 2 inches and 4:1 slopes or flatter are required at the pavement edge for any travel lane prior to the completion of work each calendar day during construction activities, including shoulder removal and reconstruction. Base aggregate material is provided to construct permanent shoulders along IH 90. Labor and materials necessary to maintain a drop-off less than 2 inches and 4:1 slopes or flatter, as specified under standard spec 305.3.3.3, that are not part of the permanent construction are not included and are incidental to the work.
- e. Do not park or store equipment, vehicles or construction materials within 30 feet of the edge of the traffic lanes carrying IH 90 traffic during non-working hours unless properly protected as described in the standard specification and supplemental with the traffic control section of these special provisions.

- f. Do not park or store equipment, vehicles or construction materials within 20 feet of the edge of the traffic lanes carrying local road or ramp traffic during non-working hours unless properly protected as described in the standard specification and supplemental with the traffic control section of these special provisions.
- g. All construction vehicles and equipment entering or leaving live traffic lanes will yield to through traffic. Unsafe actions will result in an individual's removal from the project unless approved to resume project activities by the engineer. Impediments to traffic due to construction activities or material delivery will be subject to lane rental assessments as determined by the engineer.
- h. Equip all construction vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing amber signal) of 8-inch minimum diameter. Activate the beam when merging into or exiting a live traffic lane.
- i. Notify the Wisconsin State Patrol, La Crosse County Sheriff's Department, local law enforcement, and other emergency services a minimum of two weeks prior to any full roadway or ramp closures, rolling stops, and lane closures on IH 90 that will be in effect through the peak hour.
- j. Do not use maintenance crossovers to make U-turns. Do not use existing median crossovers, outside the project limits, for storage or hauling reasons.
- k. Lane closures will only be allowed when there is pertinent work being done on structures, temporary ramps, or temporary widening. Remove all barricades, signs, drums, lights, and other devices which might impede the free flow of traffic and store them beyond the shoulder when no work on the structure(s), temporary ramps, or temporary widening is taking place.
- l. Have available at all times, sufficient experienced personnel to promptly install, remove, and reinstall the required traffic control devices to route traffic in accordance to the plans, these special provisions, and as directed by the engineer.
- m. Interstate access control shall remain intact during construction.
- n. A 3-mile minimum gap between lane and shoulder closures is required on IH 90. This includes lane and shoulder closures for other projects. See special provision "Coordination with Other Projects" for additional detail.

The single lane remaining open to traffic during lane closures on IH 90 shall have a minimum clear width of 16-feet (including shoulders) from face to face of temporary barrier, beam guard, and/or traffic drums.

Submit to the engineer for approval a detailed traffic control plan if different than the traffic control plan provided in the plan set. Submit the plan ten days prior to the preconstruction conference.

Traffic control stage changes will only be allowed during off peak or night time hours.

Coordinate traffic requirements under this project with other adjacent and concurrent department or local municipality projects. Contractor is responsible for implementing and coordinating with other contractors all traffic control as shown on the plans. Modifications to the traffic control plan may be required by the engineer to maintain safety and to be consistent with adjacent work by others.

Post all entrance and exit ramps seven business days in advance of their closure with dates and time of closure.

Place a portable changeable message sign before the previous open entrance or exit ramp to advise traffic about the closure of the specific entrance or exit ramp.

Protection of Bridge Pier Columns and Parapets

Bridge pier columns and parapets are to remain protected at all times throughout construction. Remove existing guardrail concurrently with the placement of the temporary concrete barrier so that the bridge pier columns remain protected at all times. Placement of new beamguard shall be completed to a point to provide protection of the pier columns or parapets before the temporary concrete barrier is removed. Place remaining beamguard within 24 hours of the temporary concrete barrier being removed.

Rolling Stops

Rolling stops involve slowing traffic for a brief period, and then allowing it to proceed. Rolling stops shall be in increments of no more than 15 minutes in duration. Have all necessary flag persons and advance signing on site prior to, and during, the period when the rolling stop is in operation. Arrange for rolling stops at least ten calendar days in advance by contacting the engineer, who will assist in making the necessary arrangements with the Wisconsin State Patrol. Rolling stops will be limited to occur completely between 12:00 PM and 4:00 AM Monday through Thursday.

Traffic Staging

12th Avenue

Close 12th Avenue to traffic while constructing Structures B-32-107 and B-32-108. Keep 12th Avenue open to pedestrian traffic at all times.

Great River State Trail

Detour the Great River State Trail via Enterprise Avenue and Oak Avenue during construction of Structures C-32-97.

Median Work

Maintain at least one lane of through traffic on eastbound and westbound IH 90 during off-peak hours and two lanes of through traffic at all other times. Close the median shoulders of eastbound and westbound IH 90 for construction of temporary ramps and widening

within the existing median. Use Off-peak hour median lane closures for construction activities requiring more space than provided by the shoulder closure.

One 12-day continuous lane closure is allowed on IH 90 eastbound for median lane and shoulder work on B-32-36. Close IH 90 eastbound exit ramp to STH 35/Rose Street during this continuous closure.

No work is allowed on the CT, DT, and DU ramps on Saturday, May 31, 2014 or Sunday, June 1, 2014 because of increased traffic for the air show.

Outside Lane Work

Maintain at least one lane of through traffic on eastbound and westbound IH 90 during off-peak hours and two lanes of through traffic at all other times. Close the outside shoulders of eastbound and westbound IH 90 for construction of temporary ramps adjacent to the existing IH 90 outside shoulders. Use Off-peak hour outside lane closures for construction activities requiring more space than provided by the shoulder closure.

One 12-day continuous lane closure is allowed on IH 90 eastbound is allowed for outside lane and shoulder work on B-32-36. Close IH 90 eastbound exit ramp to STH 35/Rose Street during this continuous closure.

No work is allowed on the CT, DT, and DU ramps on Saturday, May 31, 2014 or Sunday, June 1, 2014 because of increased traffic for the air show.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 90 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, May 23, 2014 to 6:00 AM Tuesday, May 27, 2014 for Memorial Day;
- From noon Thursday, July 3, 2014 to 6:00 AM Monday, July 7, 2014 for Independence Day;
- From noon Friday, August 29, 2014 to 6:00 AM Tuesday, September 2, 2014 for Labor Day.

107-005 (20050502)

6. Utilities.

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

107-065 (20080501)

The following utilities have facilities within the project limits:

Utility Company	Contact Name	Phone	E-mail
Century Link	Steve Blado	(608) 796-5543	steve.blado@centurytel.com
Charter Communications	Perry McClellan	(715) 370-7140	Perry.McClellan@charter.com
City of La Crosse	Randy Turtenwald	(608) 789-7505	turtenwaldr@cityoflacrosse.org
City of Onalaska	Jarrold Holter	(608) 781-9537	jholter@cityofonalaska.com
Wisconsin Independent Network	John Louis	(715) 838-4012	jlouis@wins.net
Xcel Energy - Electrical Dist.	Alex Lueck	(715) 789-3625	Alex.J.Lueck@xcelenergy.com
Xcel Energy - Electrical Trans.	Ronald Zemke	(612) 337-2341	Ronald.P.Zemke@xcelenergy.com
Xcel Energy - Natural Gas	Dan Marti	(608) 789-3629	daniel.r.marti@xcelenergy.com
Windstream KDL, Inc.	Jim Kostuch	(262) 792-7938	James.Kostuch@windstream.com
Wisconsin DOT RWIS Program	Mike Adams	(608) 266-5004	Michael.Adams@dot.wi.gov
Dairyland Power Coop	Kurt Childs	(608) 787-1241	kdc@dairynet.com

Within the limits of this project there are underground and aerial facilities. Coordinate construction activities with a call to Diggers Hotline, or a direct call to the utilities for the underground facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities, and maintain OSHA code clearances from overhead facilities at all times. Additional detailed information regarding the location of relocated utility facilities is available in the work plan provided by each utility company or on the permits issued to them. These documents can be viewed at the Regional Office during normal working hours.

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

I-90

Wisconsin DOT RWIS Program has a weather station north of I-90, 500' west of the CTH BW overpass. No conflicts are anticipated.

Xcel Energy - Electrical Transmission

- Xcel energies has an overhead electrical transmission line running parallel along the west side of Oak Street that crosses over I-90 at approximately 215'GT'+00. No conflicts are anticipated.
- An overhead electrical transmission line crosses I-90 from 249'TW'+50 on the right, outside of the right-of-way to 255'MT'+17 on the left, outside of the right-of-way. No conflicts are anticipated.

City of La Crosse

- A 24-inch sanitary sewer crosses under I-90 at 201'HU'+00. No conflicts are anticipated.
- A 16-inch water main crosses under I-90 at 144'CT'+70. No conflicts are anticipated.

Xcel Energy - Electrical Distribution

Overhead electrical distribution lines cross over I-90 at the following locations:

- 210'GT'+50. No conflicts are anticipated.
- 219'GT'+17, 219'FT' +47. No conflicts are anticipated.

Dairyland Power and KDL Communications has overhead power and communications lines respectively on shared poles, located at 303'TW'+20. No conflicts are anticipated.

Charter Communications has a cable crossing overhead at 287'LT'+00 on Xcel Energies poles. No conflicts are anticipated.

Wisconsin Independent Network (WIN) has a fiber optic line installed along the south right-of-way line for I-90 that crosses at approximately Station 240'WT'. No conflicts are anticipated.

12th Avenue

Xcel Energy - Electrical Distribution has the following facilities that are located within the project limits along 12th Avenue:

- A underground 3x3 concrete conduit package is located under the sidewalk along the southbound side of 12th Avenue between manholes at 248'TW'+30, 113' LT and 248'TW'+31.5, 364' RT. This line will be exposed during pier construction. Notify Xcel two weeks prior to excavation for the pier so that they may protect and support their line while it is exposed.
- An underground electric secondary line is located behind the northbound curb and gutter and will be de-energized and abandoned in place prior to construction. Notify Xcel two weeks prior to excavation in this area to de-energize this line.

Xcel Energy - Natural Gas has a high pressure 6-inch steel gas line located under the southbound driving lane of 12th Avenue. This gas line may be exposed during the construction of the footing for the pier, notify Xcel prior to excavation for the pier so that they may protect and support their line while it is exposed. No conflicts are anticipated.

City of Onalaska has the following utilities that are located within the project limits along 12th Avenue:

- A 42-inch storm sewer pipe running under the northbound sidewalk along 12th Avenue. This line is located 6-inches from the edge of the proposed pier and must be protected and supported by the contractor during construction to prevent movement or damage to the pipe. This protection is incidental to the construction of the pier.
- An 8-inch sanitary sewer line is located underground in the middle of 12th Avenue. No conflict is anticipated.

- A 12-inch water is located underground near the center of the northbound lane on 12th Avenue. No conflict is anticipated.
- Underdeck lighting located under the I-90 overpass bridges and will be de-energized and removed prior to construction.

Century Link have underground copper and fiber optic communication lines behind the northbound sidewalk along the 12th avenue. No conflict is anticipated.

Charter Communications has the following facilities that are located within the project limits along 12th Avenue:

- A 3-inch conduit containing fiber optic and coax is buried behind the southbound back of curb.
- A fiber optic line is buried under the northbound sidewalk.

Both lines will be relocated to the west side of 12th avenue outside of the work zone prior to April 1st, 2014. The existing lines will be abandoned in place and may be removed by the contractor.

Great River State Trail

City of La Crosse has a 24-inch water main running along the right side of eastbound IH 90 from Station 219'FT'+00 of the temporary Rose Street on ramp to the left side of the Great River State Trail at 32'T'+59, 60' LT where it continues south along the Great River State Trail. No conflict is anticipated.

City of Onalaska has a 27-inch sanitary sewer line located approximately 9' below the existing ground to the top of the pipe running down the center the Great River Trail bike trail. This line will be abandoned in place and a 42-inch casing pipe will be installed under the box culvert as part of this project. A 12-inch casing encompassing a new 8-inch water main will also be installed at an 8' depth approximately 8' west of the sanitary casing pipe as part of this project.

Century Link has an abandoned copper communication line along the left side of the bike trail starting at Enterprise which crosses to the right at 32'T' +71 on the Great River Trail, from here, the line runs along the right side of the trail for the duration of the work zone. This line is may be removed in conjunction with excavation for the sanitary, water and box culvert construction if necessary.

Wisconsin Independent Network (WIN) has a fiber optic line installed at the right-of-way line for I-90 that crosses the Great River Trail at approximately 32'T'+25. This line will remain in place, installation of the sanitary casing pipe will expose this line. No conflict is anticipated. Notify WIN three days in advance of exposing their line.

Xcel Energy - Electrical Distribution has the following facilities located within the project limits along the Great River State Trail:

1. Overhead power pole at 17+70W, 30' left will remain. No conflicts are anticipated.
2. Overhead power pole at 18+20W, 2' left will remain. No conflicts are anticipated.
3. An underground electrical line and an overhead line cross the bike trail at 16+90W. No conflict is anticipated.
4. An underground primary electrical distribution line is located along the IH-90 south right-of-way, this line crosses the Great River State trail at 32'T'+15, this line needs to be exposed during construction at the intersection with wing wall #3 of C-32-97 to determine whether it will conflict with the construction of the box culvert. The contractor will expose this line and provide the engineer of the elevation of the line, this work will be paid under bid item "Exposing Existing Utility". The engineer will then determine whether the line needs to be relocated. Xcel requires three weeks notification to mobilize and complete the relocation of this line.
5. There is an active primary electric and an abandoned underground primary electric line along the right side of the bike trail starting at 32T+00. The abandoned line is east of the active primary electric line. The abandoned line may be removed by the contractor. The contractor will expose the active primary line at its intersection with wing wall #4 of C-32-97 and provide the engineer the elevation of the line, this work will be paid under bid item "Exposing Existing Utility". The engineer will then determine whether the line needs to be relocated. Xcel requires three weeks notification to mobilize and complete the relocation of this line.
6. Xcel will install a 6-inch conduit underground in conjunction with the sanitary and water main installation. Notify Xcel two weeks prior to beginning installation of the sanitary and water service casings.

STH 16

Xcel Energy - Natural Gas has a 4-inch gas line located to the north of the southbound lanes along STH 16. FTMS camera's and conduit are to be installed along I90 in this location crossing the gas line. No conflicts are anticipated.

7. Notice to Contractor, Coordination with Other Projects.

Construction for this contract is anticipated to be concurrent with other contracts in the vicinity of this project area:

- The Dresbach Bridge Project – Two new structures will be constructed parallel and upstream from the existing bridge. The project is being constructed by Ames Construction. Construction is anticipated to be ongoing from 2013 – 2016. Contact for Ames Construction is Ben Lovin or contact Mark Anderson (MnDOT) at (507) 205-6402.
- 1071-08-62 – Concrete repair for IH 90 and STH 16 interchange. Coordinate ramp closures with this project. Construction is anticipated in 2013. Contact is Reiny Yahnke at (608) 785-9050.

Attend weekly projects meeting for the Dresbach Bridge Project currently scheduled on Wednesdays at 2:00 PM at the field office near the airport on French Island (time and location are subject to change).

Coordinate construction activities, traffic control sign placement and traffic control operations with this project.

8. Municipality Acceptance of Sanitary Sewer and Water Main Construction.

City of Onalaska personnel will inspect construction of sanitary sewer and water main under this contract. Construction staking, testing, and final acceptance of the sanitary sewer and water main construction will be by the City of Onalaska.

9. Sanitary Sewer and Water Main Staking.

The City of Onalaska will provide primary survey reference points and line and grade staking for sanitary sewer and water main as follows:

1. Sanitary Sewer: Line and grade for laser installation, stakes at 25 feet o.c. for first 100 ft, then stakes every 100 feet and manhole locations.
2. Water Main: Use sanitary sewer stakes where water is parallel to sanitary; new offset and minimum cuts will be provided. Where water is not parallel to sanitary, new line and minimum cut stakes will be provided on an offset at 100 feet o.c. In either case, hydrant, valve, and horizontal fitting locations will be given.

Notify the City of Onalaska a minimum of three working days in advance of required surveys and staking. Each type of line and grade staking will be set once. Contractor is responsible for preserving stakes. Any additional staking or restaking due to alteration or removal of stakes by construction activity shall be paid for by contractor.

10. Underground Utility Record Drawings.

Keep a current set of plans at the project site that are marked to show the location of installed underground utilities. Accurately record the location of valves, fittings, service lines, and field changes for water main and sanitary sewer work. Dimension utilities from

permanent reference points; record vertical distances. Make and record requirements to nearest 0.5 ft. Submit record drawings to the City of Onalaska upon completion of work.

Record drawing work will be incidental to the items of underground utility work.

11. Airport Operating Restrictions/Coordination Requirements.

In accordance to Code of Federal Regulations (CFR), Title 14, Part 77.13, obtain and complete Federal Aviation Administration (FAA) Form 7460-1. This form deals with height restriction requirements for work in the vicinity of the La Crosse Municipal Airport located in the City of La Crosse. Notify the FAA no later than 45-60 days before cranes need to be in the air. The form is available on the FAA Web Site at <http://oeaaa.faa.gov/oeaaa/external/portal.jsp>.

Present approved copies of said forms and required restrictions to the engineer prior to the beginning of crane operations. Submit all paperwork as soon as possible. No crane operations shall take place until the engineer receives approved paperwork. Contact Justin Hetland, Airspace Safety Program Manager, Wisconsin Department of Transportation, at (608) 267-5018 to address questions on Form 7460-1 and its requirements. Contact Brent Thielen, City of La Crosse Inspection Department, at (608) 789-7581 to address local height permitting requirements.

Form 7460-1 has been completed and filed with FAA for construction of new sign Structures S-32-48 and S-32-49, the new box culvert C-32-97, and alterations to Structures B-32-36, B-32-107, and B-32-108. File numbers for these structures will be made available to the contractor at the pre-construction conference. The contractor is still responsible to perform the necessary coordination as noted above for the use of cranes and/or other large construction equipment to be used for work within the vicinity of the airport.

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

John Roelke, License Number AII-119523, inspected Structure B-32-36 for asbestos on February 22 and 23, 2012. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: gaskets underneath railing support plates have 3% non-friable asbestos.

A copy of the inspection report is available from: Anthony Vander Wielen, (608) 789-7878. 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)

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

John Roelke, License Number AII-119523, inspected Structure B-32-0107 and B-32-0108 for asbestos on February 22 and 23, 2012. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Anthony Vander Wielen at (608) 789-7878.

In accordance with NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Anthony Vander Wielen at (608) 789-7878 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-32-0107, IH 90over 12th Avenue
- Site Address: 1.3M E JCT USH 53 TO S
- Ownership Information: WisDOT Transportation Southwest Region, 3550 Mormon Coulee Road, La Crosse, WI 54601-6767
- Contact: Anthony Vander Wielen
- Phone: (608) 789-7878
- Age: 31 years old. This structure was constructed in 1983.
- Area: 7825 SF of deck

- Site Name: Structure B-32-0108, IH 90over 12th Avenue
- Site Address: 1.3M E JCT USH 53 TO S
- Ownership Information: WisDOT Transportation Southwest Region, 3550 Mormon Coulee Road, La Crosse, WI 54601-6767
- Contact: Anthony Vander Wielen
- Phone: (608) 789-7878
- Age: 31 years old. This structure was constructed in 1983.
- Area: 7825 SF of deck

Insert the following paragraph in Section 6.g.:

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

107-125 (20120615)

14. Notice to Contractor – Clearing and Grubbing.

Contact Jim Thompson a minimum of 10 days prior to performing any clearing and grubbing along the Great River State Trail. The Engineer will mark trees to be saved and not disturbed by construction operations. Do not perform any clearing in this area without prior approval of the Engineer.

Contact: Jim Thompson
Wisconsin Department of Natural Resources
Perrot State Park
Phone number: (608)534-6409

15. Debris Containment B-32-36, Item 203.0225.S.01.

A Description

This special provision describes providing a containment system to prevent debris from structure removal, reconstruction, or other construction operations from falling onto facilities located under the structure. Using this containment system does not relieve the contractor of requirements under standard spec 107.17 and standard spec 107.19 or requirements under a US Army Corps of Engineers Section 404 Permit.

B (Vacant)

C Construction

Prior to starting work, submit a debris containment plan to the engineer for review. Incorporate engineer-requested modifications. Do not start work over USH 53 – STH 35 – Rose Street until the engineer approves the debris containment plan.

Maintain adequate protection throughout construction for people and property within the potential fall zone. Ensure that a containment system capable of protecting underlying facilities from falling construction debris is in place before beginning deck repair, parapet removal, or other operations that may generate debris.

At least 15 working days before conducting potential debris generating operations, contact the following owners or lessees:

1. Wisconsin Department of Transportation
Attn: Anthony Vander Wielen
Southwest Region – La Crosse Office
3550 Mormon Coulee Road
La Crosse, WI 54601
Telephone: (608) 789-7878

D Measurement

The department will measure Debris Containment B-32-36 as a single lump sum unit of work for each structure, 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
203.0225.S.01	Debris Containment B-32-36	LS

Payment is full compensation for furnishing, installing, maintaining, and removing a debris containment system.

203-010 (20080902)

16. Removing Manholes.

Modify standard spec 204.3.2 as follows:

Salvage existing manhole covers (frames and lids) from sanitary manholes scheduled for removal. These covers shall become the property of City of Onalaska. Deliver these items directly to City Shop. Contact Kevin Schubert, telephone (608) 781-9537, to coordinate delivery of the salvaged manhole covers.

17. 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)

18. QMP Base Aggregate.

A Description

A.1 General

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

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

A.2 Contractor Testing for Small Quantities

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

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

- ^[1] If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.
 - ^[2] For 3-inch material, obtain samples at load-out.
 - ^[3] If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
 3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
 4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

B Materials

B.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.
- (2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories as changes are adopted. Ensure that the plan provides the following elements:

1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
5. Descriptions of stockpiling and hauling methods.
6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

B.2 Personnel

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

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

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

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

B.3 Laboratory

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

Materials Management Section
3502 Kinsman Blvd.
Madison, WI 53704
Telephone: (608) 246-5388

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

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

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

B.4.3 Control Charts

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

B.5 Contractor Testing

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.

- (3) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

B.6 Test Methods

B.6.1 Gradation

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:
 Gradation..... AASHTO T 27
 Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
 1. Control limits are at the upper and lower specification limits.
 2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
 3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
 4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

- (1) Test fracture conforming to CMM 8.60. The engineer will waive fractured particle testing on quarried stone.

- (2) Maintain a separate fracture control chart for each base aggregate size, source or classification, and type. Set the lower control limit at the contract specification limit, either specified in another special provision or in table 301-2 of standard spec 301.2.4.5. Set the lower warning limit 2 percent above the lower control limit. There are no upper limits.

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the

contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:

1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
3. The fracture control limit is exceeded by more than 10.0 percent.

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

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

B.8.3 Independent Assurance

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

B.9 Dispute Resolution

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

C (Vacant)

D (Vacant)

E Payment

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

19. Polymer Overlay, Item 509.5100.S.

A Description

This special provision describes furnishing and applying two layers of a two-component polymer overlay system to the bridge decks shown on the plans. The minimum total thickness of the overlay system shall be 1/4".

B Materials

B.1 General

Furnish materials specifically designed for use over concrete bridge decks. Furnish polymer liquid binders from the department's approved product list.

B.2 Polymer Resin

The polymer resin base and hardener shall be composed of two-component, 100% solids, 100% reactive, thermosetting compound with the following properties:

Property	Requirements	Test Method
Gel Time ^A	15 - 45 minutes @ 73° to 75° F	ASTM C881
Viscosity ^A	7 - 70 poises	ASTM D2393, Brookfield RVT, Spindle No. 3, 20 rpm
Shore D Hardness ^B	60-75	ASTM D2240
Absorption ^B	1% maximum at 24 hr	ASTM D570
Tensile Elongation ^B	30% - 70% @ 7 days	ASTM D638
Tensile Strength ^B	>2000 psi @ 7 days	ASTM D638
Chloride Permeability ^B	<100 coulombs @ 28 days	AASHTO T277

^A Uncured, mixed polymer binder

^B Cured, mixed polymer binder

B.3 Aggregates

Furnish natural or synthetic aggregates that have a proven record of performance in applications of this type. Furnish aggregates that are non-polishing, clean, free of surface moisture, fractured or angular in shape; free from silt, clay, asphalt, or other organic materials; and meet the following properties and gradation requirements:

Aggregate Properties:

Property	Requirement	Test Method
Moisture Content*	½ of the measured aggregate absorption, %	ASTM C566
Hardness	³ 6.5	Mohs Scale
Fractured Faces	100% with at least 1 fractured face and 80% with at least 2 fractured faces of material retained on No.16	ASTM 5821
Absorption	≤1%	ASTM C128

* Sampled and tested at the time of placement.

Gradation:

Sieve Size	% Passing by Weight
No. 4	100
No. 8	30 – 75
No. 16	0 – 5
No. 30	0 – 1

B.4 Required Properties of Overlay System

The required properties of the overlay system are listed in the table below:

Property	Requirement ^A	Test Method
Minimum Compressive Strength at 8 Hrs. (psi)	1,000 psi @ 8 hrs 5,000 psi @ 24 hrs	ASTM C 579 Method B, Modified ^B
Thermal Compatibility	No Delaminations	ASTM C 884
Minimum Pull-off Strength	250 psi @ 24 hrs	ACI 503R, Appendix A

^A Based on samples cured or aged and tested at 75°F

^B Plastic inserts that will provide 2-inch by 2-inch cubes shall be placed in the oversized brass molds.

B.5 Approval of Bridge Deck Polymer Overlay System

A minimum of 20 working days prior to application, submit product data sheets and specifications from the manufacturer, and a certified test report to the engineer for

approval. The engineer may request samples of the polymer and/or aggregate, prior to application, for the purpose of acceptance testing by the department.

For materials not pre-qualified, in addition to the above submittals, submit product history/reference projects and a certified test report from an independent testing laboratory showing compliance with the requirements of the specification.

The product history/reference projects consist of a minimum of 5 bridge/roadway locations where the proposed overlay system has been applied in Wisconsin or in locations with a similar climate - include contact names for the facility owner, current phone number or e-mail address, and a brief description of the project.

Product data sheets and specifications from the manufacturer consists of literature from the manufacturer showing general instructions, application recommendations/methods, product properties, general instructions, or any other applicable information.

C Construction

C.1 General

Conduct a pre-installation conference with the manufacturer's representative prior to construction to establish procedures for maintaining optimum working conditions and coordination of work. Furnish the engineer a copy of the recommended procedures and apply the overlay system according to the manufacturer's instructions. The manufacturer's representative familiar with the overlay system installation procedures shall be present at all times during surface preparation and overlay placement to provide quality assurance that the work is being performed properly.

Store resin materials in their original containers in a dry area. Store and handle materials according to the manufacturer's recommendations. Store all aggregates in a dry environment and protect aggregates from contaminants on the job site.

C.2 Deck Preparation

C.2.1. Deck Repair

Remove all asphaltic patches and unsound or disintegrated areas of the concrete decks as the plans show, or as the engineer directs. Work performed to repair the concrete deck will be paid for under other items. Ensure that products used for deck patching are compatible with the polymer overlay system.

NOTE: Some polymer systems require concrete patch material to be in place a minimum of 28-days before overlaying - contact polymer manufacturer before completing deck patching/repair.

C.2.2 Surface Preparation

Determine an acceptable shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that provides a surface a profile meeting CSP 5 according to the International Concrete Repair Institute Technical Guideline No. 03732. If the engineer requires additional verification of the surface preparation, test the tensile bond

strength according to ACI 503R, Appendix A of the *ACI Manual of Concrete Practice*. The surface preparation will be considered acceptable if the tensile bond strength is greater than or equal to 250 psi or the failure area at a depth of ¼ inches or more is greater than 50% of the test area. Continue adjustment of the shotblasting machine and necessary testing until the surface is acceptable to the engineer or a passing test result is obtained.

Prepare the entire deck using the final accepted adjustments to the shotblasting machine as determined above. Thoroughly blast clean with hand-held equipment any areas inaccessible by the shotblasting equipment. Do not perform surface preparation more than 24 hours prior to the application of the overlay system.

Prepare the vertical concrete surfaces adjacent to the deck a minimum of 2" above the overlay according to SSPC-SP 13 by sand blasting, using wire wheels, or other approved method.

Just prior to overlay placement, clean all dust, debris, and concrete fines from the prepared surfaces including the vertical surfaces with compressed air. When using compressed air, the air stream must be free of oil. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely. If any prepared surfaces (including the first layer of the polymer overlay) are exposed to rain or dew, lightly sandblast (breeze blast) the exposed surfaces.

Protect drains, expansion joints, access hatches, or other appurtenances on the deck from damage by the shot and sand blasting operations and from materials adhering and entering. Tape or form all construction joints to provide a clean straight edge.

Create a transitional area approaching transverse expansion joints and ends of the deck using the shotblasting machine or other approved method. Remove 5/16" to 3/8" of concrete adjacent to the joint or end of deck and taper a distance of 3 feet.

The engineer may consider alternate surface preparation methods per the overlay system manufacturer's recommendations. The engineer will approve the final surface profile and deck cleanliness prior to the contractor placing the polymer overlay.

C.3 Application of the Overlay

Perform the handling and mixing of the polymer resin and hardening agent in a safe manner to achieve the desired results according to the manufacturer's instructions. Do not apply the overlay system if any of the following exists:

- a. Ambient air temperature is below 50°F;
- b. Deck temperature is below 50°F;
- c. Moisture content in the deck exceeds 4.5% when measured by an electronic moisture meter or shows visible moisture after 2 hours when measured in accordance to ASTM D4263;
- d. Rain is forecasted during the minimum curing periods listed under C.5;
- e. Materials component temperatures below 50°F or above 99°F;
- f. Concrete age is less than 28 days unless approved by the engineer.

- g. The deck temperature exceeds 100°F.
- h. If the gel time is 10 minutes or less at the predicted high air temperature for the day.

After the deck has been shotblasted or during the overlay curing period, only necessary surface preparation and overlay application equipment will be allowed on the deck. Begin overlay placement as soon as possible after surface preparation operations.

The polymer overlay shall consist of a two-course application of polymer and aggregate. Each of the two courses shall consist of a layer of polymer covered with a layer of aggregate in sufficient quantity to completely cover the polymer. Apply the polymer and aggregate according to the manufacturer's requirements. Apply the overlay using equipment designed for this purpose. The application machine shall feature positive displacement volumetric metering and be capable of storing and mixing the polymer resins at the proper mix ratio. Disperse the aggregate using a standard chip spreader or equivalent machine that can provide a uniform, consistent coverage of aggregate. First course applications that do not receive enough aggregate before the polymer gels shall be removed and replaced. A second course applied with insufficient aggregate may be left in place, but will require additional applications before opening to traffic.

After completion of each course, cure the overlay according to the manufacturer's instructions. Follow the minimum cure times listed under C.5 or as prescribed by the manufacturer. Remove the excess aggregate from the surface treatment by sweeping, blowing, or vacuuming without tearing or damaging the surface; the material may be re-used if approved by the engineer and manufacturer. Apply all courses of the overlay system before opening the area to traffic. Do not allow traffic on the treated area until directed by the engineer.

After the first layer of coating has cured to the point where the aggregate cannot be pulled out, apply the second layer. Prior to applying the second layer, broom and blow off the first layer with compressed air to remove all loose excess aggregate.

Prior to opening to traffic, clean expansion joints and joint seals of all debris and polymer. If required by the engineer, a minimum of 3 days following opening to traffic, remove loosened aggregates from the deck, expansion joints, and approach pavement.

C.4 Application Rates

Apply the polymer overlay in two separate courses in accordance to the manufacturer's instructions, but not less than the following rate of application.

Course	Minimum Polymer Rate ^A (GAL/100 SF)	Aggregate ^B (LBS/SY)
1	2.5	10+
2	5.0	14+

^A The minimum total applications rate is 7.5 GAL/100 SF.

^B Application of aggregate shall be of sufficient quantity to completely cover the polymer.

C.5 Minimum Curing Periods

As a minimum, cure the coating as follows:

Course	Average temperature of deck, polymer and aggregate components in °F							
	50-54	55-59	60-64	65-69	70-74	75-79	80-84	85-99
1	6 hrs.	5 hrs.	4 hrs.	3 hrs.	2.5 hrs	2 hrs	1.5 hrs.	1 hr.
2	8 hrs.	6.5 hrs.	6.5 hrs.	5 hrs.	4 hrs.	3 hrs.	3 hrs.	3 hrs.

C.6 Repair of Polymer Overlay

Repair all areas of unbonded, uncured, or damaged polymer overlay for no additional compensation. Submit repair procedures from the manufacturer to the engineer for approval. Absent a manufacturer's repair procedures and with the approval of the engineer, complete repairs according to the following: Saw cut the limits of the area to the top of the concrete; remove the overlay by scarifying, grinding, or other approved methods; shot blast or sand blast and air blast the concrete prior to placement of polymer overlay; and place the polymer overlay according to section C.3.

D Measurement

The department will measure Polymer Overlay in area by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
509.5100.S	Polymer Overlay	SY

Payment is full compensation for preparing the surface; for tensile bond testing; for providing the overlay; for cleanup; and for sweeping/vacuuming and disposing of excess materials. Concrete Deck Repair will be paid for separately.

509-030 (20130615)

20. Removing Asphaltic Concrete Deck Overlay B-32-36, Item 509.9010.S.01.

A Description

Remove the asphaltic concrete overlay with or without an underlayment of waterproof membrane by milling the entire bridge deck in accordance to standard spec 204, the plans, and as hereinafter provided.

B (Vacant)

C Construction

C.1 Milling

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

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

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

- Is free of sharp protrusions;
- Has uniform transverse grooves that measure up to 1/4-inch vertically and transversely; and
- If applicable, is acceptable to the manufacturer of the sheet waterproof membrane.

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

C.2 Cleaning

Blast-clean the entire surface of the deck, the vertical faces of curbs, sidewalks, and parapets to the depth of the adjoining overlay.

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

The removed asphaltic concrete shall become the property of the contractor; properly dispose of it in accordance to standard spec 204.

D Measurement

The department will measure Removing Asphaltic Concrete Deck Overlay in area by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
509.9010.S.01	Removing Asphaltic Concrete Deck Overlay B-32-36	SY

Payment is full compensation for removing the asphaltic concrete with or without an underlayment of waterproof membrane; cleaning the concrete surfaces; and for properly disposing of all materials.

509-010 (20110615)

21. Concrete Staining C-32-97, Item 517.1010.S.40.

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 Surfacers, 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.40	Concrete Staining C-32-97	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)

22. Architectural Surface Treatment C-32-97, Item 517.1050.S.40.**A Description**

Construct a concrete masonry architectural surface treatment on the exposed concrete surfaces of the structure, as detailed in the plans and as hereinafter provided.

B Materials

Use form liners that attach easily to the forming system, and do not compress more than 1/4-inch when poured at a rate of 10 vertical feet/hour.

Use a release agent that is compatible with the form liner and coloring materials.

Wall ties shall have set "break-backs" at a minimum of 3/4-inches from the finished concrete surface.

C Construction**C.1 Equipment**

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity, and mechanical condition for the purposes intended. Repair, improve, replace, or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

C.2 Form Liner Preparation

Clean the form liner prior to each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary per manufacturer's recommendations.

Apply form release per manufacturer's recommendations.

C.3 Form Liner Attachment

Place adjacent liners less than 1/4-inch from each other, attach liner securely to forms in accordance to the manufacturer's recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size, and frequency.

C.4 Surface Finishing

Ensure that the textured surface is free of laitance; sandblasting is not permitted.

Grind or fill pouring blemishes.

D Measurement

The department will measure Architectural Surface Treatment (Structure) in area by the square foot of architectural surface, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1050.S.40	Architectural Surface Treatment C-32-97	SF

Payment is full compensation for producing the proposed architectural surface treatment including: preparing the foundation; finishing and protecting the surface treatment; and for properly disposing of surplus material.

517-150 (20110615)

23. Slope Paving Repair Crushed Aggregate, Item 604.9010.S.

A Description

Furnish and place crushed aggregate slope paving where erosion has occurred, according to standard spec 604, the plans, and as hereinafter provided.

B Materials

Furnish materials conforming to standard spec 604.2.

C Construction

Replace paragraph (1) of standard spec 604.3.2 with the following:

Place the crushed aggregate on the prepared foundation in areas where erosion has occurred. Shape and consolidate it using mechanical or hand methods to provide a stable, even and uniform surface.

D Measurement

The department will measure Slope Paving Repair Crushed Aggregate by the cubic 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
604.9010.S	Slope Paving Repair Crushed Aggregate	CY

Payment is full compensation for furnishing all excavating and backfilling required to prepare the foundation; disposing of surplus materials; providing, handling, placing, and consolidating the crushed aggregate; providing, handling, heating, and for applying the asphaltic material.

604-010 (20100709)

24. Reseal Crushed Aggregate Slope Paving, Item 604.9015.S.

A Description

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

B Materials

Furnish materials conforming to standard spec 604.2.

C Construction

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

D Measurement

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

E Payment

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

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

Payment is full compensation for cleaning the surface; furnishing and applying the asphalt.
604-015 (20100709)

25. Blue Specific Service Signs.

Supplement standard spec 638.3.4 with the following:

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

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

26. General Requirements for Electrical Work.

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

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

27. Electrical Service Meter Breaker Pedestal (MB100), Item 656.0200.01.

Supplement standard spec 656.2 with the following:

Furnish meter pedestal with two 15 amp single pole circuit breakers, one for separate lighting circuit for each tunnel wall.

28. Luminaires Underdeck LED A, Item 659.1205.

Supplement standard spec 659.2 with the following:

Furnish underdeck luminaires with 4000 Kelvin color temperature, wire vandal guard and in finish color black. Luminaires shall be furnished to provide a system capable of operating with 120/240 volt circuits and 24-hour operation.

Furnish all incidentals required for mounting to the tunnel wall and making watertight conduit attachments.

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

Standard spec 106.2 – Supply Source and Quality

Supplement standard spec 106.2 with the following:

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

Department-Furnished Items
30-Foot Camera Pole
50-Foot Camera Pole
Pole-Mount Cabinet
Fiber Optic Termination Panel
Fiber Splice Enclosure
Ethernet Video Encoder
CCTV Camera
Ethernet Switch
Dynamic Message Sign
5.8 GHz Ethernet Bridge
Wireless Modem and Antenna

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

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

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

Standard spec 106.3 – Approval of Materials

Supplement standard spec 106.3 with the following:

Design/Shop Drawings

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

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

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

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

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

670-005 (20100709)

30. Intelligent Transportation Systems – General Requirements.

A Description

A.1 General

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

Unusual aspects of this project include:

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

A.2 Surge Protection

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

B Materials

B.1 General

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

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

B.2 Outdoor Equipment

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

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

B.3 Custom Equipment

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

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

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

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

The printed circuit boards shall be composed of "two-ounce" copper on 1/16-inch thick fiberglass epoxy or equivalent type construction. Holes that carry electrical connections from one side of the boards to the other shall be completely plated through. Multilayer printed circuit boards shall not be used. The name or reference number used for the board in the drawings and maintenance manuals supplied to the department shall be permanently affixed to each board.

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

B.3 Environmental Conditions

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

1. **Vibration and Shock:** Vehicle speed and classification sensors and any other equipment mounted atop poles or on structures shall not be impaired by the continuous vibration caused by winds (up to 90 mph with a 30 percent gust factor) and traffic.

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

B.4 Patch Cables and Wiring

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

B.5 Surge Protection

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

1. The protectors shall suppress a peak surge current of up to 10k amps.
2. The protectors shall have a response time less than one nanosecond.
3. 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.
4. The first stage of protection shall be a three-element gas discharge tube, and the second stage shall consist of silicon clamping devices.
5. The protector shall also contain a resettable fuse (PTC) to protect against excessive current.
6. There shall be no more than two pairs per protector.
7. It shall be possible to replace the protector without using tools.

C Construction

C.1 Thread Protection

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

C.2 Cable Installation

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

C.3 Wiring

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

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

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

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

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

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

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

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

C.4 System Operations

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

C.5 Surge Protection

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

D Measurement

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

E Payment

No separate payment will be made for the work described in this article. All work described in this article shall be included under the ITS items in the contract.
670-010 (20100709)

31. Intelligent Transportation Systems – Conduit.

Supplement standard spec 671.2 with the following:

671.2.4 Locate Wire

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

671-005 (20100630)

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

A Description

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

B Materials

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

C Construction

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

D Measurement

The department will measure Install Conduit Into Existing Item 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))

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

A Description

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

B Materials

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

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

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

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

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

C Construction

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

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

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

D Measurement

The department will measure Install Pole Mounted Cabinet as each individual assembly, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
673.0225.S	Install Pole Mounted Cabinet	Each

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

673-010 (20100630)

34. Install Ethernet Switch, Item 675.0400.S.

A Description

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
675.0400.S	Install Ethernet Switch	Each

Payment is full compensation for installing an Ethernet switch; furnishing all necessary incidental hardware; and making all necessary connections.

675-040 (20100630)

35. Install Video Encoder, Item 677.0300.S.

A Description

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

B Materials

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

C Construction

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

D Measurement

The department will measure Install Video Encoder by each individual assembly, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
677.0300.S	Install Video Encoder	Each

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

677-030 (20100630)

36. Concrete Masonry Deck Patching, Item SPV.0035.01.**A Description**

This special provision describes constructing a grade E concrete masonry deck patching course on the sawed deck preparation areas of the concrete bridge deck in accordance to standard spec 502 and standard spec 509, as shown on the plans, and as hereinafter provided.

B (Vacant)**C Construction**

Construct in accordance to the applicable methods specified in standard spec 502 and standard spec 509.

Remove unsound concrete and dispose of material in accordance to standard spec 509.3.4.

Immediately before placing the concrete deck patching, coat the prepared surfaces with a neat cement mixture. Mix the neat cement in a water-cement ratio approximately equal to five gallons of water per 94 pounds of cement. Ensure the prepared concrete surfaces are moist without any standing water before coating with the neat cement mixture. Brush the neat cement mixture over the prepared concrete surfaces to ensure that all parts receive an even coating, and do not allow excess neat cement to collect in pockets. Apply the neat cement at a rate that ensures the cement does not dry out before being covered with the new concrete.

Place concrete in accordance to standard spec 509 for concrete masonry overlay grade E concrete. The slump of the grade E concrete may be increased to three inches and ready-mixed concrete will be permitted. As determined by the engineer in the field, consolidate smaller areas by internal vibration, strike them off, and finish the areas with hand floats to produce plane surfaces that conform to the grade and elevation of the adjoining surfaces. Give all deck patching areas a final hand float finish.

Cure the concrete masonry deck patching in accordance to the requirements of standard spec 502.2.6.1. Before placing asphaltic overlay, cure the concrete deck patching surfaces for a period of three days and ensure that the deck patching concrete has a minimum compressive strength of 3500 psi.

D Measurement

The department will measure Concrete Masonry Deck Patching by the cubic yard, acceptably completed. The department will not measure wasted concrete. The computation of the measured quantity will be based on the normal cubic yard of concrete as defined in standard spec 501.3.2.2.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Concrete Masonry Deck Patching	CY

Payment is full compensation for removing deteriorated concrete, furnishing, hauling, preparing, placing, finishing, curing, and protecting all materials.

37. Remove and Reinstall Steel Plate Beam Guard Energy Absorbing Terminal, Item SPV.0060.02; Remove and Reinstall Anchorage Type 2, Item SPV.0060.03.

A Description

This special provision describes removing and reinstalling existing Steel Plate Beam Guard Energy Absorbing Terminal and Anchorage Type 2.

B Materials

Provide new guardrail posts and blocks in accordance to standard spec 614. Provide replacement hardware in accordance to standard spec 614 to supplement the existing hardware that may be missing or damaged.

C Construction

Remove and stockpile the Steel Plate Beam Guard Energy Absorbing Terminal and Anchorage Type 2 in a manner as to not damage any part of the unit. Salvage for reuse existing hardware.

Install the removed and stockpiled Steel Plate Beam Guard Energy Absorbing Terminal when the stage of construction allows.

Install the removed and stockpiled Anchorage Type 2 when the stage of construction allows.

Replace in kind, at no expense to the department, the Steel Plate Beam Guard Energy Absorbing Terminal and Anchorage Type 2, and/or its hardware, damaged during removal or reinstallation.

D Measurement

The department will measure Remove and Reinstall Steel Plate Beam Guard Energy Absorbing Terminal and Remove and Reinstall Anchorage Type 2 by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Remove and Reinstall Steel Plate Beam Guard Energy Absorbing Terminal	Each
SPV.0060.03	Remove and Reinstall Anchorage Type 2	Each

Payment is full compensation for removal and reinstallation of Steel Plate Beam Guard Energy Absorbing Terminal; including storage and transport providing new posts and blocks, and salvage and/or replacement of hardware.

Payment is full compensation for removal and reinstallation of Anchorage Type 2; including storage and transport, and salvage and/or replacement of hardware and/or posts.

38. Crash Cushions Temporary Left In Place, Item SPV.0060.04.**A Description**

This special provision describes providing temporary crash cushions to be left in place in accordance to standard spec 614.

Crash Cushions Temporary Left In Place become the property of the department upon substantial completion.

B Materials

Furnish temporary crash cushions in accordance to the pertinent requirements of standard spec 614.

C Construction

Install temporary crash cushions in accordance to the pertinent requirements of standard spec 614.

Supplement standard spec 614.3.4 with the following:

Locate the manufacturer's foundation pad adjacent to the existing paved shoulder. Provide a transition foundation pad section using a 15: 1 taper rate after the required manufacturer's crash cushion pad following the manufacturer's recommended dimensions. Construct this transition piece using identical materials and depths used for the foundation pad. Place aggregate base course behind the transition pad section to blend to existing slopes.

Maintain the temporary crash cushion until the contract is substantially complete.

D Measurement

The department will measure Crash Cushions Temporary Left In Place as each individual crash cushion temporary installation, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Crash Cushions Temporary Left In Place	Each

Payment is full compensation for furnishing, installing, and maintaining the crash cushions.

39. Flexible Tubular Marker Bases Left In Place, Item SPV.0060.05.**A Description**

This special provision describes furnishing and providing, installing and maintaining Flexible Tubular Marker Bases Left In Place as shown on the plans.

Flexible Tubular Marker Bases Left In Place will become property of the department after final acceptance by the engineer.

B Materials

This work shall be in accordance to standard spec 643.2.5 and as hereinafter provided.

C Construction

Perform this work in accordance to standard spec 643.3, as shown on the plans, and as hereinafter provided.

D Measurement

The department will measure Flexible Tubular Marker Bases Left In Place as each individual base installation left in place, acceptably completed. The department will measure replacing damaged bases by each base replaced.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Flexible Tubular Marker Bases Left In Place	Each

Payment is full compensation for providing, installing, and maintaining the Flexible Tubular Marker Bases Left In Place. The department will not pay to replace bases inadequately secured.

40. Flexible Tubular Marker Posts Left In Place, Item SPV.0060.06.

A Description

This special provision describes furnishing and providing, installing and maintaining Flexible Tubular Marker Posts Left In Place as shown on the plans.

Flexible Tubular Marker Posts Left In Place will become property of the department after final acceptance by the engineer.

B Materials

This work shall be in accordance to standard spec 643.2.5 and as hereinafter provided.

C Construction

Perform this work in accordance to standard spec 643.3, as shown on the plans, and as hereinafter provided.

D Measurement

The department will measure Flexible Tubular Marker Posts Left In Place as each individual post installation left in place, acceptably completed. The department will measure replacing damaged posts by each post replaced.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Flexible Tubular Marker Posts Left In Place	Each

Payment is full compensation for providing, installing, and maintaining the Flexible Tubular Marker Posts Left In Place.

41. Bar Couplers No. 9 Special, Item SPV.0060.20.

A Description

This special provision describes furnishing and installing bar couplers No. 9, as shown on the plans and in accordance with the pertinent provisions of standard spec 505 and as hereinafter provided.

B Materials

Conform to standard spec 505.2.

C Construction

Supplement standard spec 505.3.3.4.3 with the following:

(2) Acceptable alternate bar coupler system includes mechanical sleeve bar couplers filled with ferrous material to achieve the Steel Splice Notes requirements listed on the plans. Provide a manufacturer certified report of tests, based on a minimum of three tests, showing the mechanical sleeve bar coupler capacity and amount of slip.

(3) Mechanical sleeve bar coupler shall be epoxy coated after installation, with an epoxy that is compatible with the touchup epoxy used on the coated reinforcing bars. Epoxy coating on the portion of the existing and new reinforcing bars inserted into the mechanical sleeve coupler shall be removed as recommended by the manufacturer prior to insertion into the sleeve coupler.

(4) The total slip of the reinforcing bars (#9) within the splice sleeve after loading in tension to 200 MPa (29,000 psi) and relaxing to 20 MPa (2,900 psi), shall not exceed 0.01772 inches. The slip shall be measured between gage points that are clear of the splice sleeve.

D Measurement

Conform to standard spec 505.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.20	Bar Couplers No. 9	Each

Replace standard spec 505.5 (4) with the following:

Payment for the Bar Couplers No. 9 Special bid item is full compensation for providing couplers, including bar steel that is part of the coupler and not detailed in the plan; for threading reinforcing bars, for ferrous material required to complete the splice; for installing and coating the splice; for removing epoxy coating on portions of existing and new reinforcing bars inserted into the mechanical sleeve coupler; and for supplying and testing 3 couplers.

Threading the ends of the existing reinforcing bars for use with threaded couplers shall be considered incidental to the item Bar Couplers No. 9 Special.

Ferrous material for use with mechanical sleeve couplers shall be considered incidental to the item Bar Couplers No. 9 Special.

The length of the reinforcing bar shall be adjusted to accommodate the bar coupler system selected. Payment for Coated High Strength Bar Steel Reinforcement will be based on the bars as detailed which includes either the one piece threaded or mechanical sleeve splicer alternative.

42. Junction Box 4”X4”X4”, Item SPV.0060.40.

A Description

This work shall be in accordance to the requirements of standard spec 653, the plans, standard detail drawings, and as hereinafter provided.

B Materials

In accordance with the plans and standard spec 653.2.2, Junction Boxes.

C Construction

In accordance with the plans and standard spec 653.3.

D Measurement

The department will measure Junction Box 4"x4"x4" as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.40	Junction Box 4"X4"X4"	Each

Payment in accordance to standard spec 653.5.

43. Exposing Existing Utility, Item SPV.0060.45.**A Description**

This work includes exposing existing utilities which are in direct conflict with proposed facilities. The location of existing utilities not in direct conflict with proposed construction is not included and shall be addressed using standard utility location procedures. The work includes exposing existing utilities under paved and unpaved surfaces, and providing both lateral and depth measurements for use in determining potential utility conflict solutions.

B Materials

Furnish granular backfill that conforms to standard spec 209.

C Construction**C.1 General**

Submit all requests for exposing existing utilities in writing to the engineer for approval prior to performing the work. Coordinate utility exposures with the engineer and notify the utility owner or their agents of this work 10 working days in advance so that they may be present when the work commences.

C.2 Excavation

Remove all paved and unpaved surfaces at locations where the existing utility is being exposed. Saw or remove concrete and asphaltic pavements to the nearest joint. Remove all pavement surfaces in such a way that all existing edges consist of a true line having a perpendicular edge with no unraveling. Maintain drainage at all times in accordance to standard spec 205.3.3. Take precautions, including temporary shoring, in order to prevent any undermining of the existing roadway. Perform work in accordance to all applicable laws, ordinances, rules, regulations, and OSHA standards.

Expose all utility locations within a given location to a minimum depth of 6-inches below the bottom of each utility. Excavate in a manner that protects the integrity of the utilities and prevents any damage to wrappings or protective coatings such as by any mechanical method or hand digging. Notify the utility owner promptly if damage or interruption of service occurs. Repair all damage caused to such utilities resulting from negligence or carelessness on the part of the contractor's operation at contractor expense.

Take all lateral and depth measurements in US feet and tenths thereof. Identify horizontal locations of each exposed utility with a coordinate northing and easting referenced to the Wisconsin County Coordinate System (WCCS), La Crosse County. Provide vertical elevations for each exposed utility and reference to NAVD 88 (91).

The utility location shall remain exposed and available for visual inspection until the completion of all work in a given location. If the utility shall remain exposed overnight or for prolonged periods of time, protect the location with traffic-rated steel plating, safety barriers, and all necessary traffic control devices that may be required under applicable standards or as directed by the engineer.

C.3 Backfilling

Upon completion of the utility exposure, restore the location in kind to its original condition. Use granular backfill, conforming to standard spec 209, to backfill the exposed utility locations to the subgrade elevation except for areas located within local streets. All granular material placed to an elevation of 18-inches above each exposed utility shall consist substantially of sand with all particles retained on a 1-inch (25.0 mm) sieve removed. The remaining granular material shall conform to the specifications for backfill for trench excavation.

C.4 Documentation

Provide documentation to the engineer and include the coordinates, elevations, and sketches of the utility locations tied to known features in the plans. Each utility shall be referenced to a proposed alignment with a station and offset. The size and/or diameter, composition, and a description of each utility shall be documented and the location of the elevation with respect to each utility noted. Supply digital photographs of the uncovered utility to the engineer in .jpeg format for future reference.

D Measurement

The department will measure Exposing Existing Utility as a unit for each location, acceptably completed. A location may have multiple utilities located within the same exposure area. An exposure area will include all utilities within 6 lateral feet of each other and payment will only be made for one unit regardless of the number of utilities exposed. If the distance from the existing ground elevation, located above the existing utility, to a point 6-inches below the exposed utility is between 0 and 6-feet, the department will measure each location as a single unit of work. If the distance from the existing ground elevation, located above the existing utility, to a point 6-inches below the exposed utility is greater than 6-feet and less than twelve feet, the department will pay for the item as two units of work. Exposures in depth greater than 12-feet are not covered under this item.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.45	Exposing Existing Utility	Each

Payment is full compensation for sawing all pavement; for removing all pavement; for furnishing all excavation; for disposing of all materials; for locating all utilities within each respective location; for providing documentation and photographs of utility locations to the engineer; for furnishing all surveying associated with exposing existing utilities; for furnishing all maintenance of the location during construction; for furnishing all traffic control, safety barriers, and steel plating required; and for furnishing and placing granular backfill; for temporary shoring. All finishing items including, but not limited to, base aggregate dense, concrete pavement, HMA pavement, curb and gutter, and sidewalk located above the subgrade elevation will be paid for using other contract items.

44. Install Ground Mount Dynamic Message Sign, Item SPV.0060.62.

A Description

This special provision describes installing a department-furnished dynamic message sign and controller on structural steel sign supports (paid for separately), and integrating the sign and making it functional in the existing system.

B Materials

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

Department-furnished materials include the following:

- One (1) Adaptive Display Solutions Side Mounted Freeway Dynamic Message Sign (DMS). The DMS is 16' 9-1/2" long by 5' 3" tall by 0' 10-3/4" deep and weighs approximately 1100 pounds.
- Control cable.

Contractor furnished materials include the following:

- AWG #6 copper wire or equivalent bonding straps to bond the sign to the structural steel.

C Construction

Install the department-furnished sign controller in the pole mounted cabinet.

Connect the power and control cables in accordance to the manufacturer's recommendations.

Bond the bottom of the sign structure to one or more ground rods. Use exothermic welding at each end of the ground wire (unless the steel structure has a suitable grounding lug). Use an AWG # 6 solid, bare copper wire to bond the sign structure to the ground rod(s). Use a device that measures resistance to ground using the three-point fall-of-potential method to

ensure that the resistance from the sign's ground bar to ground does not exceed 4 ohms. Add more ground rods if necessary to achieve this requirement.

D Measurement

The department will measure Install Ground Mount Dynamic Message Sign as 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 NUMBER	DESCRIPTION	UNIT
SPV.0060.62	Install Ground Mount Dynamic Message Sign	Each

Payment is full compensation for installation of the sign; fabrication and installation of all mounting hardware; furnishing and installation of control and power cables; and for testing the sign.

45. Install Wireless Ethernet Bridge, Item SPV.0060.63.

A Description

This special provision describes installing a department-furnished, or salvaged, wireless Ethernet bridge access point or subscriber unit at a new or existing cabinet or new or existing pole.

B Materials

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

Department-furnished or salvaged, materials include the following:

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

Contractor-furnished materials include the following:

- Mounting hardware.
- Outdoor rated Category 6 communications cable.
- Inline network cable surge suppressor.

C Construction

Bond the surge suppressor to the cabinet grounding system.

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

Use the manufacturer's set-up software to configure the Ethernet bridge radio for its intended use. Use the signal strength indicator on the radio to find the optimum position. Also perform a frequency analysis to determine the optimal hop pattern of the radios and

test the continuity of the link by polling the radios using the software provided. The position of the radio and the hop pattern shall be adjusted until the polls show at least 200 consecutive polling intervals have been successfully transmitted and received. Demonstrate to the engineer that the hop pattern selected corresponds to the optimal noise free frequencies identified in the frequency analysis. Deliver 3 copies of the final test results for signal strength, frequency analysis, and test polling.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.63	Install Wireless Ethernet Bridge	Each

Payment is full compensation for installing, setting up, configuring, and testing the wireless Ethernet bridge radio, surge suppressor, cables, and connections.

46. Two Circuit Meter Breaker Pedestal, Item SPV.0060.65.

A Description

This special provision describes furnishing and installing a 2-circuit electrical service meter breaker pedestal and all associated construction and restoration.

B Materials

Provide an approved meter breaker pedestal, conduit fittings, and two 50 amp circuit breakers (22,000 AIC or larger as required by power companies), and connections and all necessary conductors and equipment required by the State of Wisconsin Electrical Code and the utility for a service connection.

The meter breaker pedestal must be approved by both the department and the power utility, Xcel Energy.

Topsoil, seed, fertilizer, and mulch conforming to the requirements of standard specs 625, 627, 629, and 630.

Metallic conduit conforming to the requirements of standard spec 652.

C Construction

Arrange for a 100 amp, 120/240 volt, single phase, three wire underground electrical service lateral to be furnished and installed by the local utility at the meter located in a meter breaker pedestal mounted as shown in the plans, or as required by the local power company and approved by the engineer. Notify the engineer when the cabinet assembly is ready for connection to the power mains. The department will pay power company installation and energy costs.

Install the electrical service in accordance to power company requirements and in accordance to the department's "The Policy For The Accommodation of Utilities Within Highway Right-of-way". Furnish the power company with a wiring affidavit, certifying that the service has been installed in accordance to the State of Wisconsin Electrical Code.

Fill and grade the service trench and replace topsoil that may have become lost or contaminated with other materials. Fertilize, mulch, and seed all areas within the highway right-of-way that have been disturbed by the power company and by the installation of the meter breaker pedestal.

Use a bare, solid AWG # 6 copper wire to connect the meter socket to one or more ground rods. Use a device that measures resistance to ground using the three-point fall -of-potential method to ensure that the resistance from the meter socket to earth ground does not exceed 2 ohms. Add more ground rods if necessary to achieve this requirement. If the meter is within ten feet of the cabinet it is supplying, then the same ground rods can serve both the meter breaker pedestal and the cabinet. Otherwise, the ground rods for the meter breaker pedestal shall be separate from the ground rod(s) for the equipment cabinet.

D Measurement

The department will measure Two Circuit Meter Breaker Pedestal by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.65	Two Circuit Meter Breaker Pedestal	Each

Payment is full compensation for furnishing and installing the breaker pedestal, circuit breakers, riser conduit and fittings, wiring, and connections; for notifying and coordinating with the power company; for furnishing and placing topsoil, fertilizer, seed, and mulch.

47. Ground Rod, Item SPV.0060.66.

A Description

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.66	Ground Rod	Each

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

48. Install Wireless Modem, Item SPV.0060.67.**A Description**

This special provision describes installing a wireless cellular modem and antenna and providing all necessary associated wiring.

B Materials

The department will furnish the wireless cellular modem and antenna. Provide all necessary cables between the wireless modem and device to be connected to it.

C Construction

Drill a hole in the new or existing cabinet to install the wireless modem antenna cable through. Mount the antenna on top of the cabinet and seal the hole with purpose-made waterproof sealing device such as a grommet or gasket.

Install the wireless modem in a new or existing field cabinet. Connect it to the antenna and to devices as shown on the plans, or as directed by the engineer.

D Measurement

The department will measure Install Wireless Modem 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.0060.67	Install Wireless Modem	Each

Payment is full compensation for installing a wireless modem; furnishing all necessary incidental hardware; making all necessary connections, and testing.

49. 50-Foot Wood Pole, Item SPV.0060.68.

A Description

This special provision describes furnishing and installing a 50-foot wood pole.

B Materials

Furnish a Class II wood pole conforming to the American Standard Specifications and Dimensions for Wood Poles (ANSI 2051).

Treat the wood pole in accordance to the requirements and recommendations of AWPA Standard C1 and the applicable AWPA Commodity Standards. Do not use Creosote for treatment.

Furnish ground rod(s), wires and other components per National Electric Code.

Furnish and install conduit and equipment in accordance to the plans.

Furnish and install guy wires and support cables at all wood poles that have aerial power cables.

C Construction

Install the wood pole with 10-feet of the pole below ground or deeper as required by soil conditions.

Install all hardware as represented on the plans.

Install grounding components per National Electric Code.

D Measurement

The department will measure 50-Foot Wood Pole 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.0060.68	50-Foot Wood Pole	Each

Payment is full compensation for furnishing and installing the wood pole, furnishing and installing all necessary hardware, and making all necessary connections. Ground components, guy wires, support cables, and rigid metallic conduit are incidental to this item.

50. Gate Valve and Box 6-Inch, Item SPV.0060.81; Gate Valve and Box 8-Inch, Item SPV.0060.82.

A Description

This special provision describes furnishing and installing new gate valves and boxes on water mains as shown on the plans and as hereinafter provided.

B Materials

Provide resilient-seated gate valves conforming to AWWA C509 and designed for 200 psi working pressure. Equip valves with a 2-inch square operating nut opening counterclockwise and mechanical joint ends. Interior coating shall be fusion bonded epoxy complying with AWWA C550. The only gate valves that will be accepted are:

American Darling CRS 80
Clow Corp. F6100
Kennedy Ken-Seal
M&H (Dresser) 3067-01
Mueller Co. A2370 Series
U.S. Pipe Metro Seal
Waterous Co. 500 Series

The manufacturer or vendor for gate valves shall furnish the City of Onalaska an affidavit stating that the inspection and all the specified tests have been made and that the results thereof comply with the requirements of AWWA C509 and C550.

Gate valves shall be provided with a valve box adaptor to prevent settling or shifting of valve box; Adaptor, Inc. (www.adaptorinc.com), or approved equal.

Provide cast iron screw type valve boxes suitable for type of valve, allowing adjustment up to 2 feet; with sections sufficient to extend up and terminate at finished grade. Valve boxes shall be similar to the following: Cast Iron-Tyler 6860 Series or Standard #6 Base extension 59A Tyler, center section 60A Tyler, top section 26T, cover #145462 5-1/4 inch Drop Lid marked "Water".

C Construction

Set valve in place as detailed on plans. Install valve box so that it does not transmit shock or stress to valve and is centered and plumb over wrench nut of valve, with box cover flush with finished surface. Backfill valve box to one foot above bonnet of valve with water main cover material.

D Measurement

The department will measure Gate Valve and Box (diameter) as each individual gate valve and box, 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.0060.81	Gate Valve and Box 6-Inch	Each
SPV.0060.82	Gate Valve and Box 8-Inch	Each

Payment is full compensation for furnishing and installing the gate valve, valve box adaptor, and valve box on water main.

51. Hydrant, Item SPV.0060.83.**A Description**

This special provision describes furnishing and installing new fire hydrants as shown on the plans and as hereinafter provided.

B Materials

Provide fire hydrants conforming to AWWA C502 with minimum 5 inch main valve opening, 6 inch mechanical joint, two 2 1/2 inch national standard hose connections, one 4 inch steamer nozzle with La Crosse pattern threads, and 1 1/2 inch (point to flat) pentagon operating nut opening counterclockwise. Interior coating shall be fusion bonded epoxy complying with AWWA C550. Paint hydrants "forest green with white caps" with heavy-duty exterior enamel. Provide hydrants suitable for 7.5-foot bury or deeper depending on water main depth. Hydrants shall be American Flow Control "Waterous Pacer" with 22 inch upper standpipe and break away flange.

The manufacturer for hydrants shall furnish the City of Onalaska an affidavit stating that the hydrant and all materials used in its construction conform to the applicable requirements of AWWA C502 and those specifications, and that all tests specified therein have been performed and that all test requirements have been met.

C Construction

Set fire hydrant in a plumb condition at location shown on plans to flange elevation indicated. Furnish offset fittings, hydrant extensions, or hydrants of different bury depths as incidentals to provide for flange elevation specified. Deviations from flange elevations of up to plus or minus 3 inches will be allowed. Install pumper nozzle of fire hydrant pointing toward street. Place approximately 1/2 cubic yard of clean, washed bedding stone from bottom of trench around hydrant elbow and up hydrant barrel. Take care to allow hydrant weep hole to freely drain into this stone pocket.

D Measurement

The department will measure Hydrant as each individual fire hydrant, 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.0060.83	Hydrant	Each

Payment is full compensation for furnishing and installing the fire hydrant, washed stone pocket, geotextile fabric, and any offset fittings or extensions required.

52. Connect to Existing Water Main, Item SPV.0060.84.

A Description

This special provision describes connecting new water main to existing water main as shown on the plans and as hereinafter provided.

B Materials

Conform materials required for connection to existing water main to the requirements of ductile iron water main fittings including mechanical joint cutting-in sleeves, plugs, and couplings.

C Construction

Make connections to existing water mains at the locations shown on the plans. Excavate and expose existing water main at the location of connection to determine the exact location and elevation of the existing pipe and coordinate with City of Onalaska water utility personnel for the temporary shutdown of the existing water main. Notify city a minimum of 48 hours prior to needed shutdown. City personnel will operate all valves required to shut off the water. Comply with the shutoff scheduling and duration limitations as specified under the "Water Main (diameter)" special provision.

D Measurement

The department will measure Connect to Existing Water Main as each individual connection, 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.0060.84	Connect to Existing Water Main	Each

Payment is full compensation for the connection of new water main to existing water main including excavating and exposing existing water main and coordination with local water utility.

53. Sanitary Manholes 60-Inch Diameter, Item SPV.0060.85; Sanitary Manholes 72-Inch Diameter, Item SPV.0060.86.

A Description

This special provision describes furnishing and installing new sanitary sewer manholes at the locations shown on the plans and as hereinafter provided.

B Materials

Provide sanitary manholes constructed of the indicated diameter precast reinforced concrete rings with eccentric cone sections. Conform to ASTM C478. Provide steps 16-inch on center. Join manhole sections with butyl rubber sealant complying with ASTM C990. Provide precast bases and flexible connectors for all connecting pipes. Provide boot type flexible connectors with stainless steel band seals complying with ASTM C923. When pipe configuration precludes the use of factory fabricated connections, use water stops and hydraulic cement to waterproof the connection.

Submit sanitary manhole shop drawings to engineer. Do not begin fabrication of sanitary manholes until shop drawings have been reviewed by engineer.

C Construction

Comply with the pertinent provisions of standard spec 611. Excavate as required to install manhole. Level base of excavation to provide a firm foundation for the precast bottom. Following placement and connection to new and existing pipes, construct interior bottom of manholes of concrete fillets poured in place in the field. Make flow lines smooth with uniform curves to promote flow through the manhole. Form benches by continuing the width of the connecting pipes from mid-line to top of pipe, then extending at a 1/2-inch per foot pitch to the manhole wall. Plug all lift holes with mortar from the outside prior to backfilling. Make sanitary manholes watertight, with no visible signs of leakage at the time of final inspection.

D Measurement

The department will measure Sanitary Manholes as each individual manhole, 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.0060.85	Sanitary Manholes 60-Inch Diameter	Each
SPV.0060.86	Sanitary Manholes 72-Inch Diameter	Each

Payment is full compensation for furnishing all materials, including manhole sections, flexible connectors, joint material, concrete, and bedding stone; and for furnishing all excavation, dewatering, sewage pumping, backfilling, and compaction.

Contract unit price shall apply without adjustment to the quantity of manholes constructed to depths not in excess of one foot above or below the elevations indicated on the plans. Manholes constructed by order of the engineer to depths in excess of one foot above or below the elevations indicated on the plans will be considered and paid for as provided in standard spec 109.4, Price Adjustments for Contract Revisions.

54. Sanitary Manhole Covers, Item SPV.0060.87.

A Description

This special provision describes furnishing and installing new sanitary sewer manhole covers on new sanitary sewer manholes.

B Materials

Provide manhole covers of the type designated on the plan details. Set covers using a minimum of 6 inches of precast reinforced concrete adjusting rings and 3-1/2 inch wide by 3/8-inch thick preformed butyl rubber sealant complying with ASTM C990.

C Construction

Place butyl rubber sealant in 3-1/2 inch widths between the cone section and adjusting ring, between any additional adjusting rings required to bring the cover to finished grade, and between the top adjusting ring and cover. In placing the sealant material, take care to seal the entire circumference of the ring to preclude infiltration of water. Accomplish adjustment of frames to street cross slope with mortar in the outside 1-3/4 inch of the adjusting ring and equivalent layers of sealant material inside the mortar. Take care during subsequent construction activities to not disturb the water tight integrity of the manhole cover adjustment. Reset any disturbed covers in accordance to these provisions.

D Measurement

The department will measure Sanitary Manhole Covers as each individual cover, 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.0060.87	Sanitary Manhole Covers	Each

Payment is full compensation for furnishing all materials and work including furnishing and installing new cover, reinforced concrete adjusting rings, and joint materials.

55. Connect to Existing Sanitary, Item SPV.0060.88.

A Description

This special provision describes connecting new sanitary sewer to existing sanitary sewer or existing sanitary sewer manholes as shown on the plans and as hereinafter provided.

B Materials

For connections to existing piping, provide couplings to connect new pipe to existing pipe which comply with ASTM C1173 and have a rubber or elastomeric sleeve and stainless steel band assembly fabricated to mate with outer diameter of pipes to be joined. If the upstream pipe has a larger diameter than the downstream pipe to which it is to be joined, provide an eccentric pipe fitting if required to maintain a pipe invert continuously sloped in the downstream direction.

C Construction

Make connections to existing sanitary sewer at the locations shown on the plans. Excavate to expose existing sanitary pipe at the location of connection to determine exact location and elevation of the existing pipe. Make connection by installing coupling in accordance to manufacturer's recommendations.

Make connections to existing sanitary sewer manholes at the locations shown on the plans. Excavate to expose existing sanitary manhole at the location of connection to determine exact location and elevation of the existing pipe. Remove existing pipe from manhole and from manhole connector. Install new pipe in flexible manhole connector (boot) complying with ASTM C923. If a boot is not present and cannot be retrofit to manhole, use waterstop and hydraulic cement to waterproof the connection.

D Measurement

The department will measure Connect to Existing Sanitary as each individual connection, 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.0060.88	Connect to Existing Sanitary	Each

Payment is full compensation for the connection of new sanitary sewer main to existing sanitary sewer main or sanitary sewer manhole including all couplings, fittings, and miscellaneous materials required for the connection.

56. Water Main Fittings Ductile Iron, Item SPV.0085.81.**A Description**

This special provision describes furnishing and installing new water main fittings at the locations shown on the plans and directed by engineer in the field and as hereinafter provided.

B Materials

Provide mechanical joint ductile iron short bodied fittings conforming to AWWA C153, Class 350. Any fittings which are unavailable in short bodied ductile iron may be furnished in full body ductile iron conforming to AWWA C110 and AWWA C111.

Conform bedding and backfill materials to requirements for water main pipe.

C Construction

Install fittings at locations shown on the plans and at locations directed by the engineer in the field as dictated by field conditions. Restrain all bends, tees, crosses, reducers, and plugs using Meg-A-Lug brand wedge action restraining glands, or approval equal.

D Measurement

The department will measure Water Main Fittings Ductile Iron by the pound acceptably completed. Fitting weight shall be based upon the ductile iron compact fitting body weight (excluding weight of restraining glands, retainers, gaskets, straps, etc.) as listed in AWWA C153.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.81	Water Main Fittings Ductile Iron	LB

Payment is full compensation for furnishing and installing fittings, joint restraint, bedding stone, and backfill material.

57. Remove and Reinstall Guardrail, Item SPV.0090.02.**A Description**

This special provision describes removing and reinstalling class A beam guardrail at locations the plans show.

B Materials

Provide new guardrail posts and blocks in accordance to standard spec 614. Provide replacement hardware in accordance to standard spec 614 to supplement the existing hardware that may be missing or damaged.

C Construction

Salvage existing material in accordance to standard spec 614.3.7. Rail and hardware are to be reinstalled on the project.

Install the salvaged rail and hardware on new posts and blocks in accordance to standard spec 614.

D Measurement

The department will measure Remove and Reinstall Beam Guardrail by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Remove and Reinstall Guardrail	LF

Payment is full compensation for removing existing rail, hardware, posts and blocks; for stockpiling rail and hardware; and for providing new posts and block; for providing additional hardware as needed, and for installing the salvaged beam guardrail.

58. Concrete Barrier Temporary Precast Left In Place, Item SPV.0090.03.

A Description

This special provision describes leaving in place temporary precast reinforced concrete barrier conforming to the shape, dimensions, and details the plans show and in accordance to the pertinent provisions of standard spec 603, these special provisions, and as hereinafter provided.

Concrete Barrier Left In Place becomes the property of the department upon substantial completion.

B (Vacant)

C Construction

Complete work in accordance to standard spec 603.3.3. Maintain the barrier until the contract is substantially complete.

D Measurement

The department will measure Concrete Barrier Temporary Left in Place by the linear foot, acceptably completed, measured along the base of the barrier after final installation in its left-in-place location.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Concrete Barrier Temporary Left In Place	LF

Payment is full compensation for leaving Concrete Barrier Temporary Precast on the project site including any necessary anchoring and anchoring devices.

Delivery, installation, and anchoring of the barrier will be paid for under the pertinent items included in the contract.

59. Water Main Casing Pipe Steel 22-Inch, Item SPV.0090.81; Sanitary Sewer Casing Pipe Steel 42-Inch, Item SPV.0090.82.

A Description

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

B Materials

B.1 Pipe

New steel pipe with continuously welded joints, ASTM A139, Grade B, or ASTM A53, Grade B. Wall thickness shall be as shown on Drawing Details. Pipe shall be uncoated.

B.2 Casing Spacers

Pre-manufactured casing spacers intended to position carrier pipe in casing and restrain against movement (including floatation). Casing spacers shall consist of stainless steel or epoxy-polymer-coated steel band and risers, elastomeric liner, abrasion resistant polymer skids/runners, and stainless steel fasteners.

B.3 Casing End Seals

Pre-manufactured synthetic rubber casing end seal with minimum 1/8 in. thickness and stainless steel band and fasteners.

B.4 Granular Bedding and Backfill

Select soils complying with ASTM D2487 soil classification groups GW (well-graded gravel), GP (poorly-graded gravel), SW (well-graded sand), or SP (poorly-graded sand). Aggregate shall pass a 3/4 in. sieve and not more than 35% shall be retained on a No. 10 sieve. Maximum 5% by weight shall pass a No. 200 sieve.

C Construction

C.1 Trenching and Backfilling

Place casing pipes by open trench method.

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

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

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

C.2 Material Inspection

Inspect pipe, fittings, and appurtenances for defects when delivered to the job site and prior to lowering into the trench. Remove defective material from the job site. All material shall be clean and free of deleterious substances prior to use in the work.

C.3 Laying and Jointing

Lay pipe accurately to the line and grade as designated.

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

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

At times when piping laying is not in progress, close the open ends of pipe with plugs to prevent the entry of foreign material. Remove all foreign material from the pipe prior to acceptance.

C.4 Dewatering

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

C.5 Placing of Carrier Pipe

Install carrier pipe (paid for separately) in casing with its entire length supported by means of pre-manufactured casing spacers designed for casing pipe use. Space and install pre-manufactured casing spacers in accordance to the manufacturer's recommendations based on type and diameter of carrier pipe.

Seal ends of casing with pre-manufactured casing end seals.

D Measurement

The department will measure (system) Casing Pipe Steel (diameter) by the linear foot, 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.0090.81	Water Main Casing Pipe Steel 22-Inch	LF
SPV.0090.82	Sanitary Sewer Casing Pipe Steel 42-Inch	LF

Payment is full compensation for furnishing and installing the casing pipe including excavation and backfill, supporting carrier pipe, and sealing casing pipe.

The carrier pipe within the casing will be measured and paid for separately under its applicable pipe item.

60. Water Main Pipe Ductile Iron 6-Inch, Item SPV.0090.83; Water Main Pipe Ductile Iron 8-Inch, Item SPV.0090.84.

A Description

This special provision describes furnishing and installing new ductile iron water main at the locations shown on the plans and as hereinafter provided.

B Materials

B.1 Pipe

Clearly mark all pipe and materials used in performance of the work as to strength, class, or grade. Pipe and materials not so marked shall be subject to rejection.

Provide ductile iron water main pipe conforming to AWWA C151, minimum Class 52. For pipe interior, provide standard thickness cement mortar lining in accordance to the requirements of AWWA C104. For pipe exterior, provide bituminous seal coat in accordance to the requirements of AWWA C151.

Provide AWWA C111 mechanical joints or slip joints of a make approved by the engineer. Provide compatible gaskets for each joint.

Provide joint restraint at all fittings, valves, hydrants and between pipe sections for the minimum length shown in Table 1 below. Do not use blocking with concrete to restrain joints. Acceptable restrained joints consist of the use of joint restraint gaskets on push-on joint pipe, use of Meg-A-Lug brand wedge action restraining glands on mechanical joint pipe and fittings, or approved equal. Standard mechanical joint retainer glands will not be acceptable.

TABLE 1
RESTRAINED PIPE LENGTH CHART

Minimum Length Requiring Restraint in Feet⁽¹⁾

Fitting Type	6-Inch	8-Inch
11.25-Degree Bend	10	10
22.5-Degree Bend	10	10
45-Degree Bend	10	10
90-Degree Bend	18	18
45-Degree Vertical Offset	10	18
Tee ⁽²⁾ - Runs	10	10
Tee ⁽²⁾ - Branch	10	10
Stub or Dead End	18	27
Valve ⁽³⁾	18	27

- (1) Minimum length of pipe in feet to be tied together in each required direction from the fitting listed.
- (2) Branch size no bigger than run size. Also applicable to cross with plugged end.
- (3) For in-line valve, if pipe on both sides of valve is clear of bends, tees, and other flow interruption devices for the indicated restraint length, only valve joints need be restrained.

B.2 Granular Bedding and Backfill

Select soils complying with ASTM D2487 soil classification groups GW (well-graded gravel), GP (poorly-graded gravel), SW (well-graded sand), or SP (poorly-graded sand). Aggregate shall pass a 3/4-in. sieve and not more than 35% shall be retained on a No. 10 sieve. Maximum 5% by weight shall pass a No. 200 sieve.

C Construction

C.1 Trenching and Backfilling

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

Provide minimum depth of cover for water main as indicated on plans. Additional depth may be required to clear other utilities. When water main cross over or under sewers or forcemain, maintain minimum vertical separation as required by state and local codes. Determine required pipe profile to meet depth of cover requirements. If water main is installed prior to sewers on this project, and conflicts are discovered, adjust water pipe location at no additional cost.

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

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

Maximum allowable trench width from bottom of trench to top of pipe shall be 36 inch.

C.2 Material Inspection

Inspect pipe, fittings, and appurtenances for defects when delivered to the job site and prior to lowering into the trench. Remove defective material from the job site. All material shall be clean and free of deleterious substances prior to use in the work.

C.3 Laying and Jointing

Lay pipe accurately to the line and grade as designated. Preparatory to making pipe joints, clean all surfaces of the portions of the pipe to be joined or of the factory made jointing material. Remove all coatings, rust, and scale from the spigot and the bell.

After placing a length of pipe in the trench, center the spigot end in the bell, force the pipe home, and bring pipe to correct line and grade in accordance to the pipe manufacturer's recommendations for the type of joint.

Push pipe home by using a cross member and levers or jacks. It will not be permissible to push pipe home with motor powered excavation equipment.

Conform the maximum joint deflection for the various sizes and types of joints to the manufacturer's recommendations.

Restrain pipe joints as specified under the "Materials" portions of this article.

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

At times when piping laying is not in progress, close the open ends of pipe with plugs to prevent the entry of foreign material. Remove all foreign material from the pipe prior to acceptance.

C.4 Dewatering

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

C.5 Hydrostatic Tests

Conduct hydrostatic pressure tests and leakage tests of all joints in accordance to the requirements of AWWA C600. During performance of the hydrostatic pressure test, subject main to a minimum pressure of 150 psi for at least 2 hours. Remove all air from the water main during testing by flushing and by installing corporations at high points.

Prior to conducting the pressure and leakage test, backfill the trench for its full depth. Adequately block and tie all bends and special connections to the main prior to the test. Correct all damage caused to the water main or its appurtenances during performance of these tests at no additional cost.

Keep a record of all tests performed. Show the individual lengths of main tested and test results.

Where connections are made to existing mains, provide the necessary hydrostatic tests on all new mains installed. This may require, but is not limited to, the installation of temporary valves to isolate the new system from the existing system. Furnish all materials, work and equipment necessary for this work.

C.6 Disinfection of Water Mains

Disinfect and sterilize old mains where it is necessary to cut into them and all new work. Perform the disinfection in accordance to AWWA C651. Furnish all materials and equipment required for disinfection of mains.

Following disinfection and successful completion of hydrostatic pressure test, the City of Onalaska water utility will flush mains, collect water samples, and have samples tested by a certified testing laboratory. The city will provide the contractor with the results of the laboratory testing. Should the initial treatment fail to produce a bacteriologically safe sample, the disinfection and sampling procedure shall be repeated at the contractor's expense.

C.7 Continuity Tests

Furnish all equipment, labor and miscellaneous items necessary to perform electrical continuity tests on all new water main installed. Perform tests using an ohmmeter to assure that electrical continuity exists across all joints. Make all necessary repairs to establish continuity across joints.

C.8 Order of Doing Work

Install and test all new water main prior to connection to existing facilities.

In placing the new water main into service and connecting existing facilities, take care to minimize water outage times. Outages of up to 4 hours are acceptable. Notify the City of Onalaska water utility of the time and estimated duration of water outage required for connections. Provide a minimum of 48 hours notice.

Outages beyond 4 hours will require that a temporary water service be installed, unless permission to extend the outage is approved by the engineer and the city 48 hours prior to outage.

Maintain service, and provide the minimum notice of interruptions as specified above, in all water mains connecting to the water mains being replaced. This may require partial testing and disinfection of the new water main and/or installing temporary valves prior to disturbing an existing water main connection. Partial testing and temporary valves (if required) will be incidental to water main work.

D Measurement

The department will measure Water Main Pipe Ductile Iron (diameter) by the linear foot, acceptably completed. Measurement will be through valves and fittings to centerline of connecting main, end of pipe, valve, or fitting.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.83	Water Main Pipe Ductile Iron 6-Inch	LF
SPV.0090.84	Water Main Pipe Ductile Iron 8-Inch	LF

Payment is full compensation for furnishing and installing the water main, joint restraint, granular bedding and backfill, excavation, backfilling, compacting, testing, and miscellaneous materials which may be necessary to perform the installation.

61. Water Main Pipe Ductile Iron 8-Inch - Placed in Steel Casing, Item SPV.0090.85.

A Description

This special provision describes furnishing and installing new ductile iron water main to be placed inside steel casing pipe at the locations shown on the plans and as hereinafter provided.

B Materials

B.1 Pipe

Clearly mark all pipe and materials used in performance of the work as to strength, class, or grade. Pipe and materials not so marked shall be subject to rejection.

Provide ductile iron water main pipe conforming to AWWA C151, minimum Class 52 with restrained, bell and spigot push-on joints; American "Flex-Ring", McWane/Clow "Thrust-Lock", U.S. Pipe "TR Flex", or approved equal.

For pipe interior, provide standard thickness cement mortar lining in accordance to the requirements of AWWA C104. For pipe exterior, provide bituminous seal coat in accordance to the requirements of AWWA C151.

C Construction

C.1 Material Inspection

Inspect pipe, fittings, and appurtenances for defects when delivered to the job site and prior to installing in casing. Remove defective material from the job site. All material shall be clean and free of deleterious substances prior to use in the work.

C.2 Jointing and Installation

Preparatory to making pipe joints, clean all surfaces of the portions of the pipe to be joined or of the factory made jointing material. Remove all coatings, rust, and scale from the spigot and the bell.

Join pipe in accordance to the manufacturer's recommendations. Pipe shall be sufficiently restrained to allow removal from casing if needed.

Install pipe in casing as shown.

At times when piping laying is not in progress, close the open ends of pipe with plugs to prevent the entry of foreign material. Remove all foreign material from the pipe prior to acceptance.

C.3 Hydrostatic Tests

Conduct hydrostatic pressure tests and leakage tests of all joints in accordance to the requirements of AWWA C600. During performance of the hydrostatic pressure test, subject main to a minimum pressure of 150 psi for at least 2 hours. Remove all air from the water main during testing by flushing and by installing corporations at high points.

Keep a record of all tests performed. Show the individual lengths of main tested and test results.

C.4 Disinfection of Water Mains

Disinfect and sterilize old mains where it is necessary to cut into them and all new work. Perform the disinfection in accordance to AWWA C651. Furnish all materials and equipment required for disinfection of mains.

Following disinfection and successful completion of hydrostatic pressure test, the City of Onalaska water utility will flush mains, collect water samples, and have samples tested by a certified testing laboratory. The city will provide the contractor with the results of the laboratory testing. Should the initial treatment fail to produce a bacteriologically safe sample, the disinfection and sampling procedure shall be repeated at the contractor's expense.

C.5 Continuity Tests

Furnish all equipment, labor and miscellaneous items necessary to perform electrical continuity tests on all new water main installed. Perform tests using an ohmmeter to assure that electrical continuity exists across all joints. Make all necessary repairs to establish continuity across joints.

D Measurement

The department will measure Water Main Pipe Ductile Iron (diameter) – Placed in Steel Casing by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.85	Water Main Pipe Ductile Iron 8-Inch - Placed in Steel Casing	LF

Payment is full compensation for furnishing and installing the water main, joint restraint, testing, and miscellaneous materials which may be necessary to perform the installation.

62. Sanitary Sewer Pipe RCP 27-Inch, Item SPV.0090.86; Sanitary Sewer Pipe PVC 27-Inch, Item SPV.0090.87.

A Description

This special provision describes furnishing and installing new sanitary sewer as shown on the plans and as hereinafter provided.

B Materials

B.1 Pipe

RCP Pipe: Provide reinforced concrete pipe, ASTM C76, Class III. Joints shall be bell and spigot type with rubber ring gasket complying with ASTM C443.

PVC Pipe: Provide PVC sewer pipe, ASTM F679, PS46, with electrometric gasket type joints.

B.2 Granular Bedding and Backfill

Select soils complying with ASTM D2487 soil classification groups GW (well-graded gravel), GP (poorly-graded gravel), SW (well-graded sand), or SP (poorly-graded sand). Aggregate shall pass a 3/4-in. sieve and not more than 35% shall be retained on a No. 10 sieve. Maximum 5% by weight shall pass a No. 200 sieve.

C Construction

C.1 Trenching and Backfilling

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

Install sanitary sewer pipe to an elevation tolerance of plus or minus 0.03 feet of plan elevation or elevations provided on the grade sheet at any point along the pipe.

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

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

C.2 Material Inspection

Inspect pipe, fittings and appurtenances for defects when delivered to the job site and prior to lowering into the trench. Remove defective material shall be removed from the job site. All material shall be clean and free of deleterious substances prior to use in the work.

C.3 Pipe Joining

Conform joint materials and methods to manufacturer's recommendations. Make rubber-type gasket joint using lubricant of vegetable origin. If rubber gasket is O-Ring type, lubricate groove in spigot before setting gasket.

C.4 Dewatering

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

C.5 Leakage Testing

Provide leakage testing of all sewer piping using infiltration, exfiltration or air testing. Infiltration testing may be used when ground water is 2 feet or greater above top of pipe. Exfiltration testing shall be performed with a minimum positive head of 2 feet above top of pipe. Air testing shall use procedures of ASTM F1417. Submit testing procedure for approval.

Exfiltration or infiltration of water into sewer shall not exceed 200 gallons per day per inch diameter per mile of sewer when tested for a minimum of 1 hr. Infiltration between two adjacent manholes shall not exceed 250 percent of rate allowed for entire project; repair visible leaks even if infiltration limits are met. Compute manhole allowances using vertical length of manhole below ground water level expressed as equivalent diameter sewer.

For air testing, furnish test plugs, air compressor, test gauge, stop watch and experienced personnel for conducting tests. Test pressure shall be based on an average of 3.5 psig net with length of test and allowable air loss in accordance to ASTM F1417. Seal and brace wyes, tees, laterals, and plugs to withstand 5 psig pressure.

C.6 Deflection Testing

Perform deflection tests on all PVC plastic pipe after final backfill is placed. Test in presence of engineer. Deflection shall be limited to 5 percent of base inside pipe diameter if tested within 30 days of placement of final backfill. Maximum deflection shall not exceed 7.5 percent of base inside pipe diameter when testing occurs more than 30 days after placement of final backfill. Supply a rigid ball, mandrel, or other approved device of proper size, and pull it manually without mechanical assistance through sewer; failure to pass freely shall be cause for rejection of sewer.

D Measurement

The department will measure Sanitary Sewer Pipe (material) (diameter) by the linear foot, acceptably completed. Measurement will be from center to center of new or existing manholes or to end of sewer pipe not terminating in a manhole. New sewers which begin at an existing connection 6-inch or more outside an existing manhole wall will be measured from the connection.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.86	Sanitary Sewer Pipe RCP 27-Inch	LF
SPV.0090.87	Sanitary Sewer Pipe PVC 27-Inch	LF

Payment is full compensation for furnishing all materials, including pipe and granular bedding and backfill; and for excavation, dewatering, backfilling, compaction, protection, and testing.

63. Removing Sanitary Sewer, Item SPV.0090.88.**A Description**

This special provision describes removing and disposing of designated sanitary sewer pipe.

B (Vacant)**C Construction**

Do not remove existing pipe until it is no longer needed to carry sewage.

Excavate as required to expose pipe to be removed. Remove pipe from ground and legally dispose of it. Dispose of any remaining sanitary sewage in pipe in accordance to WDNR requirements for removal and disposal of such contents.

Backfill as specified for trenches, holes, and pits in standard spec 204.3.1.2.

D Measurement

The department will measure Removing Sanitary Sewer by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.88	Removing Sanitary Sewer	LF

Payment is full compensation for removing and disposing of pipe including excavation, dewatering, backfilling, and compaction.

64. Adjust Construction Staking, Item SPV.0105.01.

A Description

This special provision describes the verification of existing edge of pavement in areas where widening or crossovers tie into existing pavement. The proposed profiles and cross sections have been based on flight survey data. Adjust Construction Staking items as necessary to fit actual field conditions.

B (Vacant)

C Construction

Prior to grading widening and crossovers, survey the existing edge of pavement in areas adjacent to widening and crossovers. Adjust the elevations for Construction Staking Subgrade and Construction Staking Base as necessary to allow the widening and crossover finished surfaces to match the existing adjacent edge of pavement elevations in these areas.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Adjust Construction Staking	LS

Payment is full compensation for survey work necessary to locate the existing edge of pavement in areas of widening or crossover, confirming/revising proposed profiles and paving elevations.

65. Removing Sign Bridge S-32-0022, Item SPV.0105.20; Removing Sign Bridge S-32-0028, Item SPV.0105.21.

A Description

This special provision describes removing sign bridge S-32-0022 and S-32-0028 at approximately Station 176+58 HT and 291+65 westbound in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C Construction

Remove sign bridge, catwalk, and concrete footings, backfill the resulting holes, and dispose of all materials outside of the right-of-way in accordance to standard spec 204.3 and standard spec 638.3. Removal of overhead sign structure will need to be accomplished rolling stops as described in the Traffic section of the special provisions.

D Measurement

The department will measure Removing Sign Bridge (Structure) as a single lump sum unit of work for removal, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.20	Removing Sign Bridge S-32-0022	LS
SPV.0105.21	Removing Sign Bridge S-32-0028	LS

Payment is full compensation for disassembling and removing the sign bridge and all attached components, removing the concrete footing, and for properly disposing of materials, restoring areas disturbed by construction activities.

66. Temporary Pedestrian and Bicyclist Passageway B-32-107, Item SPV.0105.22; B-32-108, Item SPV.0105.23.

A Description

The work under this item shall consist of providing a safe and delineated temporary pedestrian and bicyclist path that safely mitigates pedestrian and bicyclist traffic during the construction activities for the widening of the IH 90 overpass structures over 12th Avenue while 12th Avenue is closed to vehicular traffic.

A.1 Pedestrian

Maintain safe pedestrian traffic on 12th Avenue at IH 90 overpass. Pedestrian traffic on both sidewalks shall be maintained on their respective existing walks through the nearest intersections. Temporary ramps and mitigating pedestrian traffic should be undertaken at a safe distance from the IH 90 overpass. Temporary path shall be signed, marked, and delineated by fencing or barrier acceptable to the engineer. Maintain ADA compliance. Minimum width for pedestrian facilities is 5 feet.

A.2 Bicyclists

Maintain safe bicyclist traffic on 12th Avenue at IH 90 overpass. Pedestrian and bicyclist traffic could be mitigated through a shared use path. Minimum width for shared use path is 10 feet.

A.3 Debris

Provide a debris containment system to prevent debris from structure removal, reconstruction, structure widening, or other construction operations from falling or ricocheting onto the temporary pedestrian and bicyclist passage or facilities located under or near the structure.

B Materials

Materials used shall conform to the department, Standard Specifications for Highway and Structure Construction 2014 Edition.

C Construction

C.1 Plan

Prior to starting work, submit a Temporary Pedestrian and Bicyclist Passage Plan that details information as to how, where, and when the pedestrian and bicycle traffic will be safely managed during construction to the engineer for review and acceptance. The Plan shall be submitted to the engineer a minimum of 10 working days prior to construction. The Plan shall include at a minimum;

C.1.1 Schematic plans showing how the pedestrian and bicycle traffic will be safely mitigated or rerouted including the location and geometry of the delineated passageway and temporary ramping details, temporary barriers or fencing on either side of the path, signing and marking, and construction materials. A minimum of eight feet of vertical clearance shall be maintained.

C.1.2 Schematic plans showing debris containment location, geometry, and type. Maintain adequate protection throughout construction for people and property within the potential fall zone. Ensure that a containment system capable of protecting underlying facilities from falling construction debris is in place before beginning saw cutting, parapet removal, or other operations that may generate debris.

C.1.3 Maintenance and upkeep procedure for the Temporary Pedestrian and Bicyclist Passageway that includes a 24 hour contact person for maintenance.

C.1.4 A list and description of equipment, tools, and materials that will be utilized to perform all parts of the work. All shall be satisfactory for design, capacity, and mechanical condition for the purposes intended. Repair, improve, replace, or supplement all equipment and materials that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

D Measurement

The department will measure Temporary Pedestrian and Bicyclist Passageway (Structure) as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.22	Temporary Pedestrian and Bicyclist Passageway B-32-107	LS
SVP.0105.23	Temporary Pedestrian and Bicyclist Passageway B-32-108	LS

Payment is full compensation for site preparation and restoration, marking and signing, all materials, installing, maintaining, removal of containment system and all other materials.

67. Sanitary Sewer Bypass Pumping, Item SPV.0105.81.

A Description

This special provision describes bypass pumping of sanitary sewer to allow for installation of new pipe.

B (Vacant)

C Construction

Maintain sewerage service during construction.

Submit a plan for bypass pumping to engineer for review. This plan shall contain, but not be limited to, bypass location, bypass pipe material, schedule and duration of bypass, type and style of pumps, power source for pumps, etc.

Contractor shall have on site one pump for each bypass location, as required for the approved work plan, of sufficient size to handle peak daily flow. In addition, a back-up pump of sufficient size to handle peak daily flow independently shall be on site. If pumping occurs simultaneously at two or more locations, the back-up pump shall be of sufficient size to handle the largest peak daily flow independently. Contractor shall be responsible for any damages or back-ups that occur as a result of the bypass.

All lines shall be restored to gravity flow at the completion of the work day unless approved by engineer. Maintain a 24 hour per day watch on all active bypass pumping equipment.

D Measurement

The department will measure Sanitary Sewer Bypass Pumping as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.81	Sanitary Sewer Bypass Pumping	LS

Payment is full compensation for preparing a bypass pumping plan and furnishing, installing, monitoring, maintaining, and removing bypass system.

68. Trench Insulation 4-Inch, Item SPV.0165.81.

A Description

This special provision describes furnishing and installing trench insulation at locations indicated on the plans.

B Materials

Furnish extruded closed-cell polystyrene board complying with ASTM C578, Type IV, minimum 25 psi compressive strength, minimum thermal resistance (R-value at 75 deg F) of 5.0 per 1-in. thickness.

C Construction

Install insulation in accordance to manufacturer's instructions for the particular conditions of installation. If printed instructions do not apply to project conditions, consult manufacturer's technical representative for specific recommendations before proceeding with work.

Provide insulation thickness, width, and burial depth as designated.

Extend insulation full thickness over entire area specified. Where two or more layers of insulation are used, place alternating layers to overlap joints of previous layer.

D Measurement

The department will measure Trench Insulation 4-Inch by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.81	Trench Insulation 4-Inch	SF

Payment is full compensation for furnishing and installing insulation, including (if required) additional excavating, backfilling, and compacting not already part of piping installation work.

69. Limestone Screenings, Item SPV.0195.40.**A Description**

Furnish, place, and compact limestone screenings as described below, and construct on the prepared foundation in accordance to the specifications and in reasonably close conformity with the lines, grades, thicknesses, and typical cross-sections shown on the plans or established by the engineer.

B Materials

Limestone screenings, with 100% passing a 3/8 inch screen and well graded down to a No. 200 screen to conform to the following gradation requirements:

Sieve Size	% by Weight Passing
3/8-inch	100
No. 4	80-95
No. 40	65-85
No. 100	25-40
No. 200	8-25

Alternate gradations shall be submitted a minimum of two weeks prior to the bid opening to the engineer for consideration. All gradation analysis shall be performed by a competent laboratory using AASHTO method T-27.

C Construction

Trail preparation shall consist of removal of branches and debris that will affect the creation of a smooth biking surface. The contractor is also responsible for removal of any ruts or surface irregularities produced by hauling or other equipment or other traffic. These conditions are to be corrected by blading, leveling and rolling the trail prior to application of the new surface screenings. Grading and crowning of the existing limestone surface is to be in accordance to the methods of standard spec 211 (Preparation of Foundation).

The surfacing material shall not be placed on a foundation that is soft or spongy or one that is covered by ice or snow. The engineer shall review and approve all trail preparation prior to placement of the limestone surface.

Limestone Screenings surface course shall consist of a ten foot wide by four inch (compacted) thickness constructed on the prepared foundation and in close conformity with the typical cross section shown on the plans or as directed by the engineer. Place surfacing in conformance with the requirements in standard spec 305.

D Measurement

The department will measure Limestone Screenings by the ton, 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.0195.40	Limestone Screenings	Ton

Payment is full compensation for furnishing, placing, and compacting limestone screenings.

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

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

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

I. BASIC CONCEPTS

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

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

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

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 3 (number) TrANS Apprentice(s) be utilized on this contract.

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

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

2. Definitions

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

3. DBE Percentage Required at Bid Submission

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

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

4. Department's DBE Evaluation Process

a. Documentation Submittal

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

i. Bidder Meets DBE Goal

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

ii. Bidder Does Not Meet DBE Goal

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

5. Department's Criteria for Good Faith Effort

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

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

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

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

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

6. Bidder's Appeal Process

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

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

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

7. Department's Criteria for DBE Participation

Department's DBE List

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

8. Counting DBE Participation

Assessing DBE Work

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

9. Commercially Useful Function

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

10. Trucking

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

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

11. Manufacturers and Suppliers

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

12. DBE Prime

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

13. Joint Venture

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

14. Mentor Protégé

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

15. DBE Replacement

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

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

16. Changes to the approved DBE Commitment Form DT1506

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

17. Contract Modifications

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

18. Payment

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

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

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

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

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor 's Contact Person

Phone: _____
Fax: _____
Email: _____

DBE Contractor Contact Person

Phone _____
Fax _____
Email _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

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

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

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

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

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

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

Appendix E

Small Business Network [SBN] Overview

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

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

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

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

ADDITIONAL SPECIAL PROVISION 4

Payment to 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.
 2. 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 15-day 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.

^[1] 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 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENTS PASSING DESIGNATED SIEVES						
	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.

^[2] 15.5 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.

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]}	65 - 75 ^{[3] [4]}	65 - 75 ^{[3] [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.

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

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 460-1 for 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.

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.

- (1) Use materials conforming to the requirements for the class of material named and specified below.
- | | |
|--|------------|
| Composite pipe, couplings, fittings and joint materials | ASTM D2680 |
| Annular rubber and plastic gaskets for flexible, watertight joints | ASTM C990 |
| External rubber gaskets, mastic, and protective film..... | ASTM C877 |
| Mortar | 519.2.3 |
-

637.2.1.3 Sheet Aluminum

Correct errata by changing ASTM B449 to B921 and eliminating the specification for coating thickness.

- (4) Degrease, etch, and coat the sign blank on both sides with a chromate treatment conforming to ASTM B921, class 2.
-

637.3.3.4 Performance

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

- (1) Under 105.11.2.3 the department may revoke acceptance and direct the contractor to repair or replace previously accepted sign installations if the department subsequently discovers evidence of defective materials or improper installation. Deficiencies that warrant department action include but are not limited to the following:
- Sign posts more than five degrees out of plumb.
 - Signs twisted by more than 5 degrees from plan orientation.
 - Signs with delaminated or warped plywood.
 - Signs with bubbling, fading, delaminating, or buckling sheeting.
-

646.3.3.4 Proving Period

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

- (4) Replace all marking within sections with a percent failing more than 10% and repair or replace all markings that, in the engineer's assessment, show evidence of improper construction. If post-acceptance inspections uncover evidence of defective materials or improper construction, the department may revoke acceptance under 105.11.2.3.

ADDITIONAL SPECIAL PROVISION 7

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

ADDITIONAL SPECIAL PROVISION 9
Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at: <http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm>

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

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

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

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at: <http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/crc-basic-info.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

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

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

Goals for Minority Participation for Each Trade:

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

Goals for female participation for each trade: 6.9%

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

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

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

As referred to in this section, the Director means:

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

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

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

APRIL 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>

Effective with September 2004 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION
FOR ALL STATE HIGHWAY PROJECTS
LA CROSSE 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.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	35.58	19.20	54.78
Carpenter	30.16	15.31	45.47
Cement Finisher	31.37	16.85	48.22
Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	29.13	17.97	47.10
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Fence Erector	28.00	4.50	32.50
Ironworker	34.15	21.20	55.35
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.			
Line Constructor (Electrical)	31.29	15.34	46.63
Painter	28.00	13.48	41.48
Pavement Marking Operator	26.04	12.53	38.57
Piledriver	30.66	15.31	45.97
Roofer or Waterproofor	19.98	10.27	30.25
Teledata Technician or Installer	18.50	6.30	24.80
Tuckpointer, Caulker or Cleaner	15.30	3.04	18.34
Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	33.35	14.21	47.56
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	13.75	49.25

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

TRUCK DRIVERS

Single Axle or Two Axle	33.22	18.90	52.12
Three or More Axle	23.99	14.70	38.69
Articulated, Euclid, Dumptor, Off Road Material Hauler	27.77	19.90	47.67
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Pavement Marking Vehicle	23.84	14.79	38.63
Shadow or Pilot Vehicle	33.22	18.90	52.12
Truck Mechanic	23.99	14.70	38.69

LABORERS

General Laborer	28.07	13.90	41.97
Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	27.56	13.35	40.91
Landscaper	28.07	13.90	41.97
Future Increase(s): Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	24.70	13.90	38.60
Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	12.00	0.00	12.00
Railroad Track Laborer	12.50	0.00	12.50

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	35.22	19.90	55.12
Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	34.72	19.90	54.62
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	34.22	19.90	54.12

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.	33.96	19.90	53.86
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oilier; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	34.22	19.90	54.12
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Fiber Optic Cable Equipment.	14.00	0.00	14.00

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 3, 2014

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler	\$29.04	14.53			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);	29.14	14.53			
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man	29.19	14.53			
Group 4: Line and Grade Specialist	29.39	14.53			
Group 5: Blaster and Powderman	29.24	14.53			
Group 6: Flagperson; Traffic Control	25.67	14.53			
<u>Truck Drivers:</u>					
1 & 2 Axles	23.82	18.32			
Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic	23.97	18.32			

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 3, 2014.

CLASSES OF LABORER AND MECHANICS

Bricklayer	30.20	17.19
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	31.50	20.03
Cement Mason/Concrete Finisher	31.37	16.85
Electrician	See Page 3	
Line Construction		
Lineman	38.25	18.00
Heavy Equipment Operator	34.43	16.71
Equipment Operator	30.60	15.41
Heavy Groundman Driver	26.78	14.11
Light Groundman Driver	24.86	13.45
Groundsman	21.04	12.16
Painters	21.15	11.53
Well Drilling:		
Well Driller	16.52	3.70

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 3, 2014

<u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>	<u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>
Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer	\$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); tugger; boatmen; winches and A-frames; post driver; material hoist operator.	\$35.72	\$20.10
Group 2: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or less or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer.	\$36.22	\$20.10	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner.	\$35.46	\$20.10
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper.	\$35.17	\$20.10
			Group 6: Off - road material hauler with or without ejector.....	\$29.27	\$20.10
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 3, 2014

LABORERS CLASSIFICATION:

Rates

Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Electricians				
Area 1	\$28.40	16.676		
Area 2:				
Electricians.....	29.13	17.92	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000	26.24	16.85		
Electrical contracts over \$130,000	29.41	16.97		
Area 4:	28.10	17.24	Area 6 -	KENOSHA COUNTY
Area 5	28.61	16.60		
Area 6	35.25	19.30		
Area 8			Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Electricians.....	30.60	24.95% + 10.33		
Area 9:				
Electricians.....	32.94	18.71	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 10	28.97	19.55		
Area 11	31.91	23.60	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig, and SHEBOYGAN COUNTIES
Area 12	32.87	19.23		
Area 13	32.82	22.51	Area 11 -	DOUGLAS COUNTY
Teledata System Installer				
Area 14			Area 12 -	RACINE (except Burlington township) COUNTY
Installer/Technician	21.89	11.83	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Sound & Communications			Area 14 -	Statewide.
Area 15			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Installer	16.47	14.84		
Technician	24.75	16.04		
Area 1 -	CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.			
Area 2 -	ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES			
Area 3 -	FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)			

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20140311002PROJECT(S):
1071-06-80
1071-06-86FEDERAL ID(S):
WISC 2014062
N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 CONTRACT ITEMS

0010	201.0105 CLEARING	16.000				
	STA		.		.	
0020	201.0205 GRUBBING	16.000				
	STA		.		.	
0030	203.0100 REMOVING SMALL PIPE CULVERTS	12.000				
	EACH		.		.	
0040	203.0200 REMOVING OLD STRUCTURE (STATION) 21. STA 248+64.12 EB	LUMP	LUMP			.
0050	203.0200 REMOVING OLD STRUCTURE (STATION) 22. STA 248+41.1 WB	LUMP	LUMP			.
0060	203.0225.S DEBRIS CONTAINMENT (STRUCTURE) 01. B-32-36	LUMP	LUMP			.
0070	204.0110 REMOVING ASPHALTIC SURFACE	502.000				
	SY		.		.	
0080	204.0120 REMOVING ASPHALTIC SURFACE MILLING	123.000				
	SY		.		.	
0090	204.0150 REMOVING CURB & GUTTER	370.000				
	LF		.		.	
0100	204.0155 REMOVING CONCRETE SIDEWALK	144.000				
	SY		.		.	

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CONTRACT:
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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	204.0165 REMOVING GUARDRAIL	2,810.000 LF	.		.	
0120	204.0170 REMOVING FENCE	545.000 LF	.		.	
0130	204.0180 REMOVING DELINEATORS AND MARKERS	31.000 EACH	.		.	
0140	204.0190 REMOVING SURFACE DRAINS	2.000 EACH	.		.	
0150	204.0210 REMOVING MANHOLES	2.000 EACH	.		.	
0160	204.0220 REMOVING INLETS	5.000 EACH	.		.	
0170	205.0100 EXCAVATION COMMON	12,012.000 CY	.		.	
0180	206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 21. B-32-107	LUMP	LUMP		.	
0190	206.1000 EXCAVATION FOR STRUCTURES BRIDGES (STRUCTURE) 22. B-32-108	LUMP	LUMP		.	
0200	206.2000 EXCAVATION FOR STRUCTURES CULVERTS (STRUCTURE) 40. C-32-97	LUMP	LUMP		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0210	206.6000.S TEMPORARY SHORING	2,280.000 SF	.		.	
0220	208.0100 BORROW	15,851.000 CY	.		.	
0230	210.0100 BACKFILL STRUCTURE	6,580.000 CY	.		.	
0240	213.0100 FINISHING ROADWAY (PROJECT) 01. 1071-06-80	1.000 EACH	.		.	
0250	305.0110 BASE AGGREGATE DENSE 3/4-INCH	1,394.000 TON	.		.	
0260	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	24,983.000 TON	.		.	
0270	455.0105 ASPHALTIC MATERIAL PG58-28	515.400 TON	.		.	
0280	455.0605 TACK COAT	7.500 GAL	.		.	
0290	460.1100 HMA PAVEMENT TYPE E-0.3	64.000 TON	.		.	
0300	460.1103 HMA PAVEMENT TYPE E-3	4,163.000 TON	.		.	
0310	460.1110 HMA PAVEMENT TYPE E-10	5,114.000 TON	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0320	460.2000 INCENTIVE DENSITY HMA PAVEMENT	5,620.000 DOL	1.00000		5620.00	
0330	465.0105 ASPHALTIC SURFACE	33.000 TON	.		.	
0340	465.0315 ASPHALTIC FLUMES	56.000 SY	.		.	
0350	502.0100 CONCRETE MASONRY BRIDGES	480.000 CY	.		.	
0360	502.3200 PROTECTIVE SURFACE TREATMENT	584.000 SY	.		.	
0370	502.5002 MASONRY ANCHORS TYPE L NO. 4 BARS	192.000 EACH	.		.	
0380	502.5005 MASONRY ANCHORS TYPE L NO. 5 BARS	308.000 EACH	.		.	
0390	502.5010 MASONRY ANCHORS TYPE L NO. 6 BARS	80.000 EACH	.		.	
0400	502.5015 MASONRY ANCHORS TYPE L NO. 7 BARS	64.000 EACH	.		.	
0410	502.5020 MASONRY ANCHORS TYPE L NO. 8 BARS	56.000 EACH	.		.	
0420	504.0100 CONCRETE MASONRY CULVERTS	1,087.000 CY	.		.	

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WISC 2014062
N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0430	505.0405 BAR STEEL REINFORCEMENT HS BRIDGES	30,320.000 LB	.		.	
0440	505.0410 BAR STEEL REINFORCEMENT HS CULVERTS	138,420.000 LB	.		.	
0450	505.0605 BAR STEEL REINFORCEMENT HS COATED BRIDGES	70,980.000 LB	.		.	
0460	505.0610 BAR STEEL REINFORCEMENT HS COATED CULVERTS	31,140.000 LB	.		.	
0470	509.0301 PREPARATION DECKS TYPE 1	140.000 SY	.		.	
0480	509.0302 PREPARATION DECKS TYPE 2	56.000 SY	.		.	
0490	509.2000 FULL-DEPTH DECK REPAIR	28.000 SY	.		.	
0500	509.5100.S POLYMER OVERLAY	405.000 SY	.		.	
0510	509.9010.S REMOVING ASPHALTIC CONCRETE DECK OVERLAY (STRUCTURE) 01. B-32-36	1,368.000 SY	.		.	
0520	516.0500 RUBBERIZED MEMBRANE WATERPROOFING	266.000 SY	.		.	

SCHEDULE OF ITEMS

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WISC 2014062
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			DOLLARS	CTS	DOLLARS	CTS
0530	517.1010.S CONCRETE STAINING (STRUCTURE) 40. C-32-97	2,800.000 SF	.		.	
0540	517.1050.S ARCHITECTURAL SURFACE TREATMENT (STRUCTURE) 40. C-32-97	1,670.000 SF	.		.	
0550	520.0118 CULVERT PIPE CLASS III 18-INCH	36.000 LF	.		.	
0560	520.1018 APRON ENDWALLS FOR CULVERT PIPE 18-INCH	2.000 EACH	.		.	
0570	522.0112 CULVERT PIPE REINFORCED CONCRETE CLASS III 12-INCH	88.000 LF	.		.	
0580	522.0118 CULVERT PIPE REINFORCED CONCRETE CLASS III 18-INCH	153.000 LF	.		.	
0590	522.0124 CULVERT PIPE REINFORCED CONCRETE CLASS III 24-INCH	390.000 LF	.		.	
0600	522.0312 CULVERT PIPE REINFORCED CONCRETE CLASS IV 12-INCH	116.000 LF	.		.	
0610	522.0315 CULVERT PIPE REINFORCED CONCRETE CLASS IV 15-INCH	204.000 LF	.		.	
0620	522.0318 CULVERT PIPE REINFORCED CONCRETE CLASS IV 18-INCH	1,158.000 LF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20140311002PROJECT(S):
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1071-06-86FEDERAL ID(S):
WISC 2014062
N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0630	522.1012 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 12-INCH	3.000 EACH	.		.	
0640	522.1015 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 15-INCH	2.000 EACH	.		.	
0650	522.1018 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 18-INCH	4.000 EACH	.		.	
0660	522.1024 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 24-INCH	5.000 EACH	.		.	
0670	550.0010 PRE-BORING UNCONSOLIDATED MATERIALS	400.000 LF	.		.	
0680	550.2104 PILING CIP CONCRETE 10 3/4 X 0. 25-INCH	2,950.000 LF	.		.	
0690	601.0411 CONCRETE CURB & GUTTER 30-INCH TYPE D	370.000 LF	.		.	
0700	602.0410 CONCRETE SIDEWALK 5-INCH	1,197.000 SF	.		.	
0710	602.0415 CONCRETE SIDEWALK 6-INCH	100.000 SF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0720	603.8000 CONCRETE BARRIER TEMPORARY PRECAST DELIVERED	3,092.000 LF	.		.	
0730	603.8125 CONCRETE BARRIER TEMPORARY PRECAST INSTALLED	3,092.000 LF	.		.	
0740	604.0500 SLOPE PAVING CRUSHED AGGREGATE	184.000 SY	.		.	
0750	604.9010.S SLOPE PAVING REPAIR CRUSHED AGGREGATE	9.000 CY	.		.	
0760	604.9015.S RESEAL CRUSHED AGGREGATE SLOPE PAVING	720.000 SY	.		.	
0770	606.0100 RIPRAP LIGHT	10.000 CY	.		.	
0780	611.0430 RECONSTRUCTING INLETS	2.000 EACH	.		.	
0790	611.0530 MANHOLE COVERS TYPE J	2.000 EACH	.		.	
0800	611.0612 INLET COVERS TYPE C	4.000 EACH	.		.	
0810	611.0642 INLET COVERS TYPE MS	4.000 EACH	.		.	
0820	611.0651 INLET COVERS TYPE S	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0830	611.2004 MANHOLES 4-FT DIAMETER	1.000 EACH	.		.	
0840	611.2005 MANHOLES 5-FT DIAMETER	3.000 EACH	.		.	
0850	611.3004 INLETS 4-FT DIAMETER	2.000 EACH	.		.	
0860	611.3225 INLETS 2X2.5-FT	1.000 EACH	.		.	
0870	611.3901 INLETS MEDIAN 1 GRATE	4.000 EACH	.		.	
0880	612.0406 PIPE UNDERDRAIN WRAPPED 6-INCH	1,080.000 LF	.		.	
0890	614.0150 ANCHOR ASSEMBLIES FOR STEEL PLATE BEAM GUARD	8.000 EACH	.		.	
0900	614.0230 STEEL THRIE BEAM	771.000 LF	.		.	
0910	614.0305 STEEL PLATE BEAM GUARD CLASS A	25.000 LF	.		.	
0920	614.0370 STEEL PLATE BEAM GUARD ENERGY ABSORBING TERMINAL	2.000 EACH	.		.	
0930	614.0905 CRASH CUSHIONS TEMPORARY	4.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0940	614.0925 SALVAGED GUARDRAIL END TREATMENTS	1.000 EACH	.		.	
0950	614.2300 MGS GUARDRAIL 3	1,500.000 LF	.		.	
0960	614.2500 MGS THRIE BEAM TRANSITION	195.000 LF	.		.	
0970	614.2610 MGS GUARDRAIL TERMINAL EAT	7.000 EACH	.		.	
0980	614.2620 MGS GUARDRAIL TERMINAL TYPE 2	2.000 EACH	.		.	
0990	616.0205 FENCE CHAIN LINK 5-FT	818.000 LF	.		.	
1000	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 01. 1071-06-80	1.000 EACH	.		.	
1010	619.1000 MOBILIZATION	1.000 EACH	.		.	
1020	624.0100 WATER	600.000 MGAL	.		.	
1030	625.0100 TOPSOIL	1,300.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1040	625.0500 SALVAGED TOPSOIL	29,133.000 SY	.		.	
1050	627.0200 MULCHING	34,147.000 SY	.		.	
1060	628.1504 SILT FENCE	4,868.000 LF	.		.	
1070	628.1520 SILT FENCE MAINTENANCE	7,235.000 LF	.		.	
1080	628.1905 MOBILIZATIONS EROSION CONTROL	5.000 EACH	.		.	
1090	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	5.000 EACH	.		.	
1100	628.2004 EROSION MAT CLASS I TYPE B	3,150.000 SY	.		.	
1110	628.2023 EROSION MAT CLASS II TYPE B	2,800.000 SY	.		.	
1120	628.7005 INLET PROTECTION TYPE A	21.000 EACH	.		.	
1130	628.7015 INLET PROTECTION TYPE C	3.000 EACH	.		.	
1140	628.7504 TEMPORARY DITCH CHECKS	100.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1150	628.7555 CULVERT PIPE CHECKS	38.000 EACH	.		.	
1160	628.7560 TRACKING PADS	1.000 EACH	.		.	
1170	629.0210 FERTILIZER TYPE B	43.300 CWT	.		.	
1180	630.0120 SEEDING MIXTURE NO. 20	890.000 LB	.		.	
1190	630.0130 SEEDING MIXTURE NO. 30	42.000 LB	.		.	
1200	630.0175 SEEDING MIXTURE NO. 75	75.000 LB	.		.	
1210	630.0200 SEEDING TEMPORARY	460.000 LB	.		.	
1220	630.0300 SEEDING BORROW PIT	30.000 LB	.		.	
1230	635.0200 SIGN SUPPORTS STRUCTURAL STEEL HS	4,374.900 LB	.		.	
1240	636.0100 SIGN SUPPORTS CONCRETE MASONRY	56.100 CY	.		.	
1250	636.0500 SIGN SUPPORTS STEEL REINFORCEMENT	450.000 LB	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1260	636.1000 SIGN SUPPORTS STEEL REINFORCEMENT HS	6,000.000 LB	.		.	
1270	638.2101 MOVING SIGNS TYPE I	6.000 EACH	.		.	
1280	638.2102 MOVING SIGNS TYPE II	15.000 EACH	.		.	
1290	638.2602 REMOVING SIGNS TYPE II	5.000 EACH	.		.	
1300	638.3000 REMOVING SMALL SIGN SUPPORTS	5.000 EACH	.		.	
1310	638.4000 MOVING SMALL SIGN SUPPORTS	19.000 EACH	.		.	
1320	641.6600 SIGN BRIDGE (STRUCTURE) 20. S-32-48	LUMP	LUMP		.	
1330	641.6600 SIGN BRIDGE (STRUCTURE) 21. S-32-49	LUMP	LUMP		.	
1340	642.5201 FIELD OFFICE TYPE C	1.000 EACH	.		.	
1350	643.0100 TRAFFIC CONTROL (PROJECT) 81. 1071-06-86	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1360	643.0200 TRAFFIC CONTROL SURVEILLANCE AND MAINTENANCE (PROJECT) 01. 1071-06-80	147.000 DAY	.		.	
1370	643.0300 TRAFFIC CONTROL DRUMS	57,390.000 DAY	.		.	
1380	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	1,605.000 DAY	.		.	
1390	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	2,445.000 DAY	.		.	
1400	643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C	6,175.000 DAY	.		.	
1410	643.0800 TRAFFIC CONTROL ARROW BOARDS	285.000 DAY	.		.	
1420	643.0900 TRAFFIC CONTROL SIGNS	4,245.000 DAY	.		.	
1430	643.0910 TRAFFIC CONTROL COVERING SIGNS TYPE I	64.000 EACH	.		.	
1440	643.0920 TRAFFIC CONTROL COVERING SIGNS TYPE II	32.000 EACH	.		.	
1450	643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE	6.330 SF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1460	643.1050 TRAFFIC CONTROL SIGNS PCMS	715.000 DAY	.		.	
1470	643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 01. 1071-06-80	1.000 EACH	.		.	
1480	643.3000 TRAFFIC CONTROL DETOUR SIGNS	2,135.000 DAY	.		.	
1490	645.0105 GEOTEXTILE FABRIC TYPE C	655.000 SY	.		.	
1500	645.0120 GEOTEXTILE FABRIC TYPE HR	25.000 SY	.		.	
1510	645.0130 GEOTEXTILE FABRIC TYPE R	40.000 SY	.		.	
1520	646.0106 PAVEMENT MARKING EPOXY 4-INCH	26,697.000 LF	.		.	
1530	646.0126 PAVEMENT MARKING EPOXY 8-INCH	1,686.000 LF	.		.	
1540	647.0746 PAVEMENT MARKING DIAGONAL EPOXY 24-INCH	75.000 LF	.		.	
1550	649.0100 TEMPORARY PAVEMENT MARKING 4-INCH	2,500.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1560	649.0300 TEMPORARY PAVEMENT MARKING REFLECTIVE TAPE 4-INCH	1,865.000 LF	.		.	
1570	650.4000 CONSTRUCTION STAKING STORM SEWER	15.000 EACH	.		.	
1580	650.4500 CONSTRUCTION STAKING SUBGRADE	22,320.000 LF	.		.	
1590	650.5000 CONSTRUCTION STAKING BASE	22,320.000 LF	.		.	
1600	650.6000 CONSTRUCTION STAKING PIPE CULVERTS	3.000 EACH	.		.	
1610	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 20. B-32-107	LUMP	LUMP		.	
1620	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 21. B-32-108	LUMP	LUMP		.	
1630	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 22. S-32-48	LUMP	LUMP		.	
1640	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 23. S-37-49	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
1650	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 40. C-32-97	LUMP	LUMP		.	
1660	650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 01. 1071-06-80	LUMP	LUMP		.	
1670	650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 02. 1071-06-80	LUMP	LUMP		.	
1680	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 1071-06-80	LUMP	LUMP		.	
1690	650.9920 CONSTRUCTION STAKING SLOPE STAKES	21,520.000 LF	.		.	
1700	652.0115 CONDUIT RIGID METALLIC 1 1/4-INCH	170.000 LF	.		.	
1710	652.0125 CONDUIT RIGID METALLIC 2-INCH	104.000 LF	.		.	
1720	652.0215 CONDUIT RIGID NONMETALLIC SCHEDULE 40 1 1/4-INCH	90.000 LF	.		.	
1730	652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	610.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1740	652.0235 CONDUIT RIGID NONMETALLIC SCHEDULE 40 3-INCH	4,048.000 LF	.		.	
1750	652.0305 CONDUIT RIGID NONMETALLIC SCHEDULE 80 3/4-INCH	480.000 LF	.		.	
1760	652.0605 CONDUIT SPECIAL 2-INCH	137.000 LF	.		.	
1770	652.0615 CONDUIT SPECIAL 3-INCH	1,478.000 LF	.		.	
1780	652.0700.S INSTALL CONDUIT INTO EXISTING ITEM	4.000 EACH	.		.	
1790	653.0135 PULL BOXES STEEL 24X36-INCH	14.000 EACH	.		.	
1800	653.0140 PULL BOXES STEEL 24X42-INCH	15.000 EACH	.		.	
1810	653.0208 JUNCTION BOXES 8X8X8-INCH	2.000 EACH	.		.	
1820	655.0525 ELECTRICAL WIRE TRAFFIC SIGNALS 6 AWG	9,567.000 LF	.		.	
1830	655.0610 ELECTRICAL WIRE LIGHTING 12 AWG	2,500.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1840	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 01. MB100	LUMP	LUMP		.	
1850	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 02. IH 90 AT CTH B	LUMP	LUMP		.	
1860	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 03. IH 90 EAST OF STH 16	LUMP	LUMP		.	
1870	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 04. IH 90 AT USH 53/STH 35	LUMP	LUMP		.	
1880	656.0500 ELECTRICAL SERVICE BREAKER DISCONNECT BOX (LOCATION) 01. IH 90 AT CTH BW	LUMP	LUMP		.	
1890	656.0500 ELECTRICAL SERVICE BREAKER DISCONNECT BOX (LOCATION) 02. IH 90 AT CTH B	LUMP	LUMP		.	
1900	656.0500 ELECTRICAL SERVICE BREAKER DISCONNECT BOX (LOCATION) 03. IH 90 AT USH 53/STH 35	LUMP	LUMP		.	
1910	656.0500 ELECTRICAL SERVICE BREAKER DISCONNECT BOX (LOCATION) 04. IH 90 AT USH 53/STH 157	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
1920	656.0500 ELECTRICAL SERVICE BREAKER DISCONNECT BOX (LOCATION) 05. IH 90 AT STH 16	LUMP	LUMP			.
1930	656.0500 ELECTRICAL SERVICE BREAKER DISCONNECT BOX (LOCATION) 06. IH 90 EAST OF STH 16	LUMP	LUMP			.
1940	659.0802 PLAQUES SEQUENCE IDENTIFICATION	18.000 EACH	.		.	
1950	659.1205 LUMINAIRES UNDERDECK LED A	9.000 EACH	.		.	
1960	670.0100 FIELD SYSTEM INTEGRATOR	LUMP	LUMP			.
1970	670.0200 ITS DOCUMENTATION	LUMP	LUMP			.
1980	671.0300 FIBER OPTIC CABLE MARKER	30.000 EACH	.		.	
1990	672.0230 BASE CAMERA POLE 30-FT	1.000 EACH	.		.	
2000	672.0250 BASE CAMERA POLE 50-FT	2.000 EACH	.		.	
2010	673.0225.S INSTALL POLE MOUNTED CABINET	7.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2020	675.0300 INSTALL MOUNTED CONTROLLER MICROWAVE DETECTOR ASSEMBLY	8.000 EACH	.		.	
2030	675.0400.S INSTALL ETHERNET SWITCH	4.000 EACH	.		.	
2040	677.0100 INSTALL CAMERA POLE	4.000 EACH	.		.	
2050	677.0200 INSTALL CAMERA ASSEMBLY	4.000 EACH	.		.	
2060	677.0300.S INSTALL VIDEO ENCODER	4.000 EACH	.		.	
2070	678.0006 INSTALL FIBER OPTIC CABLE OUTDOOR PLANT 6-CT	2,025.000 LF	.		.	
2080	678.0300 FIBER OPTIC SPLICE	8.000 EACH	.		.	
2090	678.0400 FIBER OPTIC TERMINATION	12.000 EACH	.		.	
2100	678.0500 COMMUNICATION SYSTEM TESTING	LUMP	LUMP		.	
2110	690.0150 SAWING ASPHALT	17,046.000 LF	.		.	
2120	690.0250 SAWING CONCRETE	246.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2130	715.0502 INCENTIVE STRENGTH CONCRETE STRUCTURES	9,582.000 DOL	1.00000		9582.00	
2140	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	2,400.000 HRS	5.00000		12000.00	
2150	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	2,160.000 HRS	5.00000		10800.00	
2160	SPV.0035 SPECIAL 01. CONCRETE MASONRY DECK PATCHING	12.000 CY	.		.	
2170	SPV.0060 SPECIAL 02. REMOVE AND REINSTALL STEEL PLATE BEAM GUARD ENERGY ABSORBING TERMINAL	1.000 EACH	.		.	
2180	SPV.0060 SPECIAL 03. REMOVE AND REINSTALL ANCHORAGE TYPE 2	1.000 EACH	.		.	
2190	SPV.0060 SPECIAL 04. CRASH CUSHION TEMPORARY LEFT IN PLACE	4.000 EACH	.		.	
2200	SPV.0060 SPECIAL 05. FLEXIBLE TUBULAR MARKER BASES LEFT IN PLACE	450.000 EACH	.		.	
2210	SPV.0060 SPECIAL 06. FLEXIBLE TUBULAR MARKER POSTS LEFT IN PLACE	550.000 EACH	.		.	
2220	SPV.0060 SPECIAL 20. BAR COUPLERS NO. 9 SPECIAL	160.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2230	SPV.0060 SPECIAL 40. JUNCTION BOX 4" X 4" X 4"	11.000 EACH	.		.	
2240	SPV.0060 SPECIAL 45. EXPOSING EXISTING UTILITY	2.000 EACH	.		.	
2250	SPV.0060 SPECIAL 62. INSTALL GROUND MOUNT DYNAMIC MESSAGE SIGN	3.000 EACH	.		.	
2260	SPV.0060 SPECIAL 63. INSTALL WIRELESS ETHERNET BRIDGE	8.000 EACH	.		.	
2270	SPV.0060 SPECIAL 65. TWO CIRCUIT METER BREAKER PEDESTAL	1.000 EACH	.		.	
2280	SPV.0060 SPECIAL 66. GROUND ROD	7.000 EACH	.		.	
2290	SPV.0060 SPECIAL 67. INSTALL WIRELESS MODEM	1.000 EACH	.		.	
2300	SPV.0060 SPECIAL 68. 50-FOOT WOOD POLE	1.000 EACH	.		.	
2310	SPV.0060 SPECIAL 81. GATE VALVE AND BOX 6-INCH	3.000 EACH	.		.	
2320	SPV.0060 SPECIAL 82. GATE VALVE AND BOX 8-INCH	2.000 EACH	.		.	
2330	SPV.0060 SPECIAL 83. HYDRANT	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2340	SPV.0060 SPECIAL 84. CONNECT TO EXISTING WATER MAIN	1.000 EACH	.		.	
2350	SPV.0060 SPECIAL 85. SANITARY MANHOLES 60-INCH DIAMETER	1.000 EACH	.		.	
2360	SPV.0060 SPECIAL 86. SANITARY MANHOLES 72-INCH DIAMETER	2.000 EACH	.		.	
2370	SPV.0060 SPECIAL 87. SANITARY MANHOLE COVERS	3.000 EACH	.		.	
2380	SPV.0060 SPECIAL 88. CONNECT TO EXISTING SANITARY	2.000 EACH	.		.	
2390	SPV.0085 SPECIAL 81. WATER MAIN FITTINGS DUCTILE IRON	1,170.000 LB	.		.	
2400	SPV.0090 SPECIAL 02. REMOVE AND REINSTALL GUARDRAIL	242.000 LF	.		.	
2410	SPV.0090 SPECIAL 03. CONCRETE BARRIER TEMPORARY PRECAST LEFT IN PLACE	1,562.000 LF	.		.	
2420	SPV.0090 SPECIAL 81. WATER MAIN CASING PIPE STEEL 22-INCH	343.000 LF	.		.	
2430	SPV.0090 SPECIAL 82. SANITARY SEWER CASING PIPE STEEL 42-INCH	392.000 LF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20140311002PROJECT(S):
1071-06-80
1071-06-86FEDERAL ID(S):
WISC 2014062
N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2440	SPV.0090 SPECIAL 83. WATER MAIN PIPE DUCTILE IRON 6-INCH	23.000 LF	.		.	
2450	SPV.0090 SPECIAL 84. WATER MAIN PIPE DUCTILE IRON 8-INCH	941.000 LF	.		.	
2460	SPV.0090 SPECIAL 85. WATER MAIN PIPE DUCTILE IRON 8-INCH - PLACED IN STEEL CASING	343.000 LF	.		.	
2470	SPV.0090 SPECIAL 86. SANITARY SEWER PIPE RCP 27-INCH	67.000 LF	.		.	
2480	SPV.0090 SPECIAL 87. SANITARY SEWER PIPE PVC 27-INCH	402.000 LF	.		.	
2490	SPV.0090 SPECIAL 88. REMOVING SANITARY SEWER	173.000 LF	.		.	
2500	SPV.0105 SPECIAL 01. ADJUST CONSTRUCTION STAKING	LUMP	LUMP		.	
2510	SPV.0105 SPECIAL 20. REMOVING SIGN BRIDGE S-32-0022	LUMP	LUMP		.	
2520	SPV.0105 SPECIAL 21. REMOVING SIGN BRIDGE S-32-0028	LUMP	LUMP		.	
2530	SPV.0105 SPECIAL 22. TEMPORARY PEDESTRIAN AND BICYCLIST PASSAGEWAY B-32-107	LUMP	LUMP		.	

SCHEDULE OF ITEMS

REVISED:

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N/A

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2540	SPV.0105 SPECIAL 23. TEMPORARY PEDESTRIAN AND BICYCLIST PASSAGEWAY B-32-108	LUMP	LUMP			.
2550	SPV.0105 SPECIAL 81. SANITARY SEWER BYPASS PUMPING	LUMP	LUMP			.
2560	SPV.0165 SPECIAL 81. TRENCH INSULATION 4-INCH	200.000 SF		.		.
2570	SPV.0195 SPECIAL 40. LIMESTONE SCREENINGS	351.000 TON		.		.
	SECTION 0001 TOTAL					.
	TOTAL BID					.

PLEASE ATTACH SCHEDULE OF ITEMS HERE