

## HIGHWAY WORK PROPOSAL

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

Proposal Number:

21

| COUNTY   | STATE PROJECT ID | FEDERAL PROJECT ID | PROJECT DESCRIPTION                                   | HIGHWAY |
|----------|------------------|--------------------|---|---------|
| Marathon | 1053-02-74       | WISC 2014 077      | Wausau - Wittenberg<br>Sunrise Drive to Business 51   | STH 29  |
| Marathon | 1053-02-75       | WISC 2014 078      | Wausau - Wittenberg<br>B-37-0136, 0063, 0140, 0079    | STH 29  |
| Marathon | 1053-05-60       |                    | Wausau - Wittenberg<br>Sunrise Drive Bridge B-37-0113 | STH 29  |

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, \$ 450,000.00<br>Payable to: Wisconsin Department of Transportation | Attach Proposal Guaranty on back of this PAGE.   |
| Bid Submittal Due<br><br>Date: March 11, 2014<br>Time (Local Time): 9:00 AM                     | Firm Name, Address, City, State, Zip Code        |
| Contract Completion Time<br><br>May 25, 2017  | <b>SAMPLE</b><br><b>NOT FOR BIDDING PURPOSES</b> |
| Assigned Disadvantaged Business Enterprise Goal<br><br>10%                                      | 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<br>Grading, base aggregate dense, concrete pavement, HMA pavement, landscaping, pavement marking, signing, MGS guardrail and safety improvements, asphaltic milling, Structures B-37-0063 (redeck and widen), B-37-0079 (redeck and widen), B-37-0081 (fencing), B-37-0113 (deck repair and overlay), B-37-0136 (redeck), B-37-0140 (redeck and widen) and S-37-117. | 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](http://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.

## Special Provisions

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## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 1053-02-74, Wausau - Wittenberg, Sunrise Drive to Business 51, STH 29, Marathon County, Wisconsin; Project 1053-02-75, Wausau - Wittenberg, B-37-0136, 0063, 0140, 0079, STH 29, Marathon County, Wisconsin; Project 1053-05-60, Wausau - Wittenberg, Sunrise Drive Bridge B-37-0113, STH 29, Marathon County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2014 Edition, as published by the department, and these special provisions.

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

100-005 (20130615)

### **2. Scope of Work.**

#### **Project 1053-02-74**

The work under this contract shall consist of grading, base aggregate dense, concrete pavement, HMA pavement, Structure S-37-117 and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

#### **Project 1053-02-75**

The work under this contract shall consist of Structures B-37-79, B-37-136, B-37-63, B-37-81 and B-37-140 and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

#### **Project 1053-05-60**

The work under this contract shall consist of grading, base aggregate dense, HMA pavement, Structure B-37-113 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.

## Definitions

A weekday is defined as a calendar day from Monday 6:00 AM to Friday 12:00 PM.

A weekend day is defined as a calendar day from Friday 12:01 PM to Monday 5:59 AM.

Peak, Off-Peak, and Night Time hours are defined as follows:

| <b>For: All Time Periods</b>                                    |                  |                   |                   |                   |                   |                   |                  |
|---|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|------------------|
|   | Sunday           | Monday            | Tuesday           | Wednesday         | Thursday          | Friday            | Saturday         |
| <b>Eastbound and Westbound STH 29, System and Service Ramps</b> |                  |                   |                   |                   |                   |                   |                  |
| Night Time  | 12:00 AM-5:00 AM | 12:00 AM-5:00 AM  | 12:00 AM-5:00 AM  | 12:00 AM-5:00 AM  | 12:00 AM-5:00 AM  | 12:00 AM-5:00 AM  | 12:00 AM-5:00 AM |
| Off-Peak  | 5:00 AM-7:00 AM  | 5:00 AM-6:00 AM   | 5:00 AM-6:00 AM   | 5:00 AM-6:00 AM   | 5:00 AM-6:00 AM   | 5:00 AM-6:00 AM   | 5:00 AM-7:00 AM  |
| Peak Hour   | 7:00 AM-7:00 PM  | 6:00 AM - 9:00 AM | 6:00 AM - 9:00 AM | 6:00 AM - 9:00 AM | 6:00 AM - 9:00 AM | 6:00 AM - 8:00 PM | 7:00 AM-7:00 PM  |
| Off-Peak  |                  | 9:00 AM-2:30 PM   | 9:00 AM-2:30 PM   | 9:00 AM-2:30 PM   | 9:00 AM-2:30 PM   |                   |                  |
| Peak Hour   |                  | 2:30 PM-7:00 PM   | 2:30 PM-7:00 PM   | 2:30 PM-7:00 PM   | 2:30 PM-7:00 PM   |                   |                  |
| Off-Peak  | 7:00 PM-8:00 PM  | 7:00 PM-8:00 PM   | 7:00 PM-8:00 PM   | 7:00 PM-8:00 PM   | 7:00 PM-8:00 PM   | 8:00 PM-10:00 PM  | 7:00 PM-8:00 PM  |
| Night Time  | 8:00 PM-12:00 AM | 8:00 PM-12:00 AM  | 8:00 PM-12:00 AM  | 8:00 PM-12:00 AM  | 8:00 PM-12:00 AM  | 10:00 PM-12:00 AM | 8:00 PM-12:00 AM |
| <b>Northbound and Southbound Business 51</b>                    |                  |                   |                   |                   |                   |                   |                  |
| Night Time  | 12:00 AM-5:00 AM | 12:00 AM-5:00 AM  | 12:00 AM-5:00 AM  | 12:00 AM-5:00 AM  | 12:00 AM-5:00 AM  | 12:00 AM-5:00 AM  | 12:00 AM-5:00 AM |
| Off-Peak  | 5:00 AM-7:00 AM  | 5:00 AM-6:00 AM   | 5:00 AM-6:00 AM   | 5:00 AM-6:00 AM   | 5:00 AM-6:00 AM   | 5:00 AM-6:00 AM   | 5:00 AM-7:00 AM  |
| Peak Hour   | 7:00 AM-7:00 PM  | 6:00 AM - 9:00 AM | 6:00 AM - 9:00 AM | 6:00 AM - 9:00 AM | 6:00 AM - 9:00 AM | 6:00 AM - 8:00 PM | 7:00 AM-7:00 PM  |
| Off-Peak  |                  | 9:00 AM-12:00 PM  | 9:00 AM-12:00 PM  | 9:00 AM-12:00 PM  | 9:00 AM-12:00 PM  |                   |                  |
| Peak Hour   |                  | 12:00 PM-7:00 PM  | 12:00 PM-7:00 PM  | 12:00 PM-7:00 PM  | 12:00 PM-7:00 PM  |                   |                  |
| Off-Peak  | 7:00 PM-8:00 PM  | 7:00 PM-8:00 PM   | 7:00 PM-8:00 PM   | 7:00 PM-8:00 PM   | 7:00 PM-8:00 PM   | 8:00 PM-10:00 PM  | 7:00 PM-8:00 PM  |
| NightTime   | 8:00 PM-12:00 AM | 8:00 PM-12:00 AM  | 8:00 PM-12:00 AM  | 8:00 PM-12:00 AM  | 8:00 PM-12:00 AM  | 10:00 PM-12:00 AM | 8:00 PM-12:00 AM |

## General

Complete construction operations on Sunrise Drive to the stage necessary to reopen to through vehicular and bicycle/pedestrian traffic prior to 12:01 AM August 1, 2014. Do not close Sunrise Drive to traffic prior to June 10, 2014. Do not reopen until completing the following work: HMA pavement, guardrail, pavement marking, signing, and fence.

Complete construction on B-37-113 to the stage necessary to reopen the ramp connecting northbound USH 51 to eastbound STH 29 prior to 12:01 AM August 28, 2014. Do not close the ramp prior to August 1, 2014. Do not reopen until the completing the following work: Structure repainting (over eastbound outside lane and on ramp from IH 39/USH 51), pavement marking on STH 29.

Complete construction operations on Business 51 necessary to reopen to two lanes of traffic during peak hours in each direction prior to 12:01 AM May 21, 2015. Do not reduce northbound or southbound Business 51 to a single lane until Monday, March 16, 2015. Do not reopen until completing the following work: piers of B-37-63 adjacent to Business 51, piers of B-37-140 adjacent to Business 51 to the bottom of the pier cap, concrete curb and gutter, and pavement marking.

Do not close westbound STH 29 between the off ramp to Business 51 and the on ramp from Business 51 to a single lane until Monday March 16, 2015. Reopen to two lanes on the completed roadway prior to 12:01 AM Thursday November 12, 2015. Do not reopen to two lanes until completing the following work: B-37-79, B-37-63, concrete pavement, HMA pavement, shoulder gravel, guardrail, signing and pavement marking.

Do not close westbound STH 29 between the off ramp to Business 51 and the on ramp from Business 51 to a single lane until Monday March 14, 2016. Complete all construction operations on STH 29 with the exception of the polymer overlay on the outside 28' of B-37-63 and B-37-79 prior to 12:01 AM Thursday November 10, 2016. Do not reopen to two lanes until completing the following work: B-37-136, B-37-140, the polymer overlay on the inside 36' of B-37-63 and B-37-79, concrete pavement, HMA pavement, removal of temporary pavement, shoulder gravel, guardrail, signing and pavement marking.

Complete construction on Business 51 to the stage necessary that all planting items are completed along Business 51 prior to 12:01 AM Wednesday, June 1, 2016.

*Supplement standard spec 108.11 as follows:*

If the contractor fails to complete the work necessary to reopen Sunrise Drive to through traffic prior to 12:01 AM August 1, 2014, the department will assess the contractor \$1,500 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM August 1, 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.

If the contractor fails to complete the work necessary to reopen the northbound USH 51 off ramp to eastbound STH 29 to vehicular traffic prior to 12:01 AM August 28, 2014, the department will assess the contractor \$2,500 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM August 28, 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.

If the contractor fails to complete the work necessary to reopen Business 51 to two lanes during peak hour traffic prior to 12:01 AM May 21, 2015, the department will assess the contractor \$1,500 in interim liquidated damages for each calendar day that the lanes remain closed after 12:01 AM May 21, 2015. An entire calendar day will be charged for any period of time within a calendar day that the lanes remains closed beyond 12:01 AM.

If the contractor fails to complete the work necessary to reopen westbound STH 29 between the off ramp to Business 51 and the on ramp from Business 51 to two lanes of traffic on the completed roadway prior to 12:01 AM November 12, 2015, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day that both lanes are not open to westbound traffic after 12:01 AM November 12, 2015. An entire calendar day will be charged for any period of time within a calendar day that the lanes remains closed beyond 12:01 AM.

If the contractor fails to complete all construction operations on STH 29 with the exception of the polymer overlay on the outside 28' of B-37-63 and B-37-79 prior to 12:01 AM November 10, 2016, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day that the lanes remain closed after 12:01 AM November 10, 2016. An entire calendar day will be charged for any period of time within a calendar day that the lanes remain closed beyond 12:01 AM.

The department will not grant time extensions to the interim completion date 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 before completing all work specified in the contract, additional liquidated damages will be affixed in accordance to standard spec 108.11.

Lane restrictions and closures on STH 29 will occur within the project. Complete operations that reduce traffic to one lane during Off-peak or Night Time hours except as noted in the "Traffic" article of these special provisions.

Prosecution and progress meetings will be held once a week. The contractor's superintendent or appointed representative shall attend and provide an update of the next week's operations, including proposed roadway closures.

Upon placing traffic on temporary widening, monitor the condition of the temporary pavement for a period of not less than 48 hours prior to beginning any work that may take place upon completion of the traffic switch and which would not permit traffic to be shifted back onto the existing roadway. Traffic switches to temporary widening will not be allowed to take place on Fridays, unless the contractor designates a representative to monitor the widening over the weekend with the ability to perform necessary traffic switches as directed by the engineer.

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

## **Construction Staging (See “Traffic” article for Traffic Staging)**

### **2014**

#### **Stage 1**

Remove existing asphalt and repave full width (6') of inside shoulder of westbound STH 29 between Station 110+00 and Station 132+50 for bridge and pavement construction in Stage 4. Construct XE Crossover and widening along inside of westbound STH 29 (Station 95+00 – 101+00) and eastbound STH 29 (Station 91+00 – 95+00). Construct temporary access for material/equipment and barge docking likely near NW corner of B-37-79. Construct temporary widening EM on the inside shoulder of eastbound STH 29 (Station 81+00 – 91+00) and WN on the outside shoulder of westbound STH 29 (Station 82+50 – 97+00) for the painting of B-37-113.

#### **Stage 2**

Construct outside piers of B-37-79, and also construct Sunrise Drive Structure B-37-113 and approaches.

#### **Stage 2A**

Raise B-37-113, construct deck overlay of B-37-113, and construct approaches. Remove bridge railing and erect chain link fence on Volkman Street Structure B-37-81.

#### **Stage 2B**

Paint girders of B-37-113 over outside lanes of STH 29.

#### **Stage 2C**

Paint girders of B-37-113 over median and inside lanes of STH 29.

### **2015**

Provide a start date in writing at least 14 days prior to the planned start of construction in 2015. Upon approval the engineer will issue the notice to proceed within 10 days before the approval start date.

#### **Stage 3**

Construct outside substructure and superstructure of B-37-63. Construct temporary (DU) ramp connection for westbound STH 29 on ramp from Business 51. Construct abutments and superstructures of outside half of B-37-79. Construct substructure and superstructure of B-37-63 adjacent to Business 51. Construct piers for B-37-79 adjacent to Business 51, and construct piers for B-37-140 at a minimum to the bottom of the pier cap. Construct temporary asphalt widening (TN) and permanent fills along outside of westbound STH 29 (in causeway) to a sufficient width to accommodate westbound traffic in Stages 5-7. Construct S-37-117 to replace S-37-77, which has to be removed, including its bases due to widening conflicts. Construct multi use path along Business 51. Coordinate construction work for the structure and multi-use path to minimize railroad flagging costs.

**Stage 3A**

Complete paving gap and construct ramp gore for Business 51 on ramp to westbound STH 29 (D Ramp).

**Stage 4**

Construct inside half (median side) of B-37-63 and B-37-79. Construct concrete pavement for westbound STH 29. Construct XE Crossover and widening along inside of westbound STH 29 (Station 132+00 – 137+00) and eastbound STH 29 (Station 132+00-149+50). Construct temporary eastbound off ramp (AT) to Business 51.

**Stage 5**

No work during this stage (Winter Shutdown).

**2016**

Provide a start date in writing at least 14 days prior to the planned start of construction in 2016. Upon approval the engineer will issue the notice to proceed within 10 days before the approval start date.

**Stage 6**

Construct superstructure of B-37-136, and the abutments and superstructures for B-37-140. Construct eastbound STH 29 pavement replacement including parallel exit ramp to Station 132+25. Construct landscaping items along Business 51. Construct Temporary eastbound STH 29 off ramp (AU) to Business 51.

**Stage 6A**

Continue construction of B-37-136 and B-37-140. Construct eastbound lanes from Station 132+25 to end of project. Construct polymer overlay on B-37-136 and B-37-140.

**Stage 7**

Remove STH 29 temporary widening from the median of STH 29. Construct polymer overlay on the inside 36' of B-37-63 and B-37-79.

**Stage 8**

Remove STH 29 temporary widening from the outside shoulders of STH 29. Complete all items with the exception of the polymer overlay for the outside 28' of B-37-63 and B-37-79. Remove all traffic devices from the project at the completion of work in 2016.

**2017**

Provide a start date in writing at least 14 days prior to the planned start of construction in 2017. Upon approval the engineer will issue the notice to proceed within 10 days before the approval start date.

**Stage 8A**

Remobilize traffic control devices for westbound STH 29. Construct polymer overlay on the outside 28' of B-37-63 and B-37-79.



#### 4. Lane Rental Assessment.

##### A General

The contractor will be assessed a rental charge for each STH 29 lane closure, ramp closure, and each full closure of STH 29 from the time of notice to proceed until completion of all project work. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to discourage unnecessary closures, especially during time periods outside of non-peak hours.

Submit the dates of the proposed lane and roadway restrictions to the engineer as part of the progress schedule. Coordinate lane and roadway closures with any concurrent operations on STH 29 and USH 51 within 3 miles of the project.

The hours for Peak, Off Peak, and Nighttime work are defined in the “Prosecution and Progress” article of these special provisions.

##### A.1 Lane Rental Assessment Table

The hourly rental rate will be assessed for each STH 29 freeway lane closure, each ramp closure, and each full closure of a freeway roadway (except as noted below), per direction of travel as follows:

| Freeway Closure Type (Per Direction of travel)  | Peak* Hours   |                      | Weekday Off Peak Hours |                      | Weekend Off Peak Hours |                      | Nighttime Hours |                      |
|---|---------------|----------------------|------------------------|----------------------|------------------------|----------------------|-----------------|----------------------|
|   | Hourly Rental | Closure Hour Credits | Hourly Rental          | Closure Hour Credits | Hourly Rental          | Closure Hour Credits | Hourly Rental   | Closure Hour Credits |
| Single Lane Closure – when only 1 basic lane of STH 29 next to closure is open to traffic | \$10,000      | 0                    | \$1,000                | 220                  | \$ 500                 | 0                    | \$ 0            | n/a                  |
| Ramp Closure  | \$5,000       | 0                    | \$1,000                | 0                    | \$1,000                | 0                    | \$1,000         | 90                   |
| Eastbound STH 29 full Closure   | \$20,000      | 0                    | \$4,000                | 0                    | \$2,000                | 0                    | \$2,000         | 0                    |
| Westbound STH 29 full Closure   | \$20,000      | 0                    | \$4,000                | 0                    | \$2,000                | 0                    | \$2,000         | 0                    |

\*Lane, ramp, and roadway closures during the peak hour are not allowed. See article “Prosecution and Progress”. Non-compliant closures will be assessed at the Peak Hour Rate.

Lane rental will not be assessed for each of the Full Roadway Closures of westbound STH 29 necessary for the following operation as further described in the “Traffic” article:

- Overnight Removal S-37-77 and Installation of S-37-117 in Traffic Staging

Closure times exceeding the allowed duration will be subject to Lane Rental Assessment.

Lane Rental will not be assessed for the closure of the northbound USH 51 off ramp to EB STH 29 under the title “Traffic Control-Stage 2B” and as described in the “Traffic” article of these special provisions.

Lane Rental on westbound STH 29 will not be assessed for the closure of the outside lane between the off ramp to Business 51 and the on ramp from Business 51 under the title “Traffic Staging-Stage 3” and as described in the “Traffic” article of these special provisions.

Lane Rental on westbound STH 29 will not be assessed for the closure of the outside lane between the off ramp to Business 51 and the on ramp from Business 51 under the title “Traffic Staging-Stage 4” and as described in the “Traffic” article of these special provisions.

Lane Rental on westbound STH 29 will not be assessed for the closure of the outside lane between the off ramp to Business 51 and the on ramp from Business 51 under the title “Traffic Control-Stage 6” and as described in the “Traffic” article of these special provisions.

Lane rental will not be assessed for single lane closures of westbound STH 29 and the on ramp from Business 51 from 6:00 AM Monday to 12:00 PM Friday occurring immediately following the outside bridge deck pour for Structures B-37-79 and B-37-63 as described in the “Traffic” article of these special provisions (occurring within Stage 4). Additional lane closures beyond 12:00 PM Friday will be assessed if the closures exceed the credited hours.

Lane rental will not be assessed for closures of the westbound STH 29 on ramp from Business 51 for placement and cure of the polymer overlay on the outside half of B-37-63 as described in the “Traffic” article of these special provisions (occurring within Stage 8A) as long as this closure does not exceed two consecutive weekdays. Additional lane closures beyond two calendar days will be assessed if the closures exceed the credited hours.

The hourly rental rate represents the average hourly cost of the interference and inconvenience to the road users for each closure. The contractor will be assessed a fee for lane rental in excess of the maximum credited hours specified. The assessment will be computed based on the total number of hours that each lane, roadway, or ramp closure exceeds the "closure hour credits", multiplied by the "hourly rental" rate as defined in the Lane Rental Assessment table.

For work performed under this contract, multiple lane closures in one direction of travel at a given time will be assessed as one lane closure.

Use lane rental credits in the above table towards closures for work performed under this contract only.

The Lane Rental Assessment will be measured in 15-minute increments. All lane, roadway, or ramp closure event durations greater than 15 minutes in length will be rounded up to the nearest 15 minutes for the purposes of this computation.

In the event that the lane, ramp, and/or roadway closures extend into the periods noted in the "Traffic," or "Work Restrictions," sections of these special provisions, the closure will be considered non-compliant. Non-compliant closures may result in a project shut down until the closure is removed. Assessments for non-compliant closures will be based on the peak hour rate, and the duration of the non-compliant closure, which will be measured in 5 minute increments. Closure hour credits will not be accepted for non-compliant closures.

Lane rental assessment will be made based on the applicable rate for any and all closures whether work is being performed or not. The engineer, or designated representative, will be the sole authority in determining time period length for the Lane Rental Assessment.

Lane rental will not be assessed for closures due to crashes, accidents or emergencies not initiated by the contractor.

#### **A.1.1 Lane Rental Assessment and Liquidated Damages**

When the contractor is to be charged liquidated damages, and a lane, ramp, or roadway closure is in effect to facilitate construction operations which are exceeding credited hours, the contractor will be charged both the lane rental assessment and the liquidated damages.

#### **B (Vacant)**

#### **C (Vacant)**

#### **D Measurement**

The department will assess Lane Rental Assessment by the dollar under the administrative item Failing to Open Road to Traffic. The charge will be the total dollar amount of each freeway closure type category where the total number of hours that each lane, ramp, or roadway closure exceeds the project maximum number of "closure hour credits," as defined in the Lane Rental Assessment table, multiplied by the "hourly rental" as defined in the Lane Rental Assessment table. The Lane Rental Assessment total will not be reduced or offset with freeway closure type categories where the total closure hours are less than "closure hour credits."

Lane Rental Assessment will be in effect from the time of notice to proceed until the project is given final acceptance.

All Lane Rental Assessment for this contract shall be assessed to Project 1053-02-74.

## **5. 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.

The single lane remaining open to traffic during lane closures on STH 29 shall have a minimum clear width of 16' (including shoulders) from face to face of temporary barrier, beam guard, and/or traffic drums 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:

- 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.
- 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.
- 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 STH 29 traffic lanes.
- 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.
- 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.
- Provide a minimum 6-foot shoulder along vertical cut areas adjacent to lanes carrying STH 29 traffic unless concrete barrier or beam guard is in place. Provide a minimum 4:1 in slope from the shoulder hinge point unless concrete barrier or beam guard is in place. Provide a minimum shy distance of 2 feet from live traffic lanes to beam guard or concrete barrier.

- Do not park or store equipment, vehicles or construction materials within 30 feet of the edge of the traffic lanes carrying STH 29 traffic during non-working hours unless properly protected as described in the standard specifications and supplemented by the traffic control section of these special provisions.
- Do not park or store equipment, vehicles or construction materials within 20 feet of the edge of the traffic lanes carrying Business 51, Sunrise Drive, or ramp traffic during non-working hours unless properly protected as described in the standard specification and supplemented by the traffic control section of these special provisions.
- Notify the Wisconsin State Patrol, Marathon County Sheriff's Department, local law enforcement, and other emergency services a minimum of two weeks prior to any full roadway or ramp closures, and lane closures on STH 29 that will be in effect through the peak hour.
- Do not use maintenance crossovers to make U-turns.
- Do not store equipment on-site during winter shutdown unless the department approves the location site.
- Provide a winter project contact to the engineer. Marathon County Highway Department will be able to address most emergency situations. The contractor is responsible for maintaining Temporary Pavement and Traffic Control items within the work zone and maintenance items as specified in this contract.

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.

Maintain emergency and local vehicular access at all times to all driveways within the project limits unless otherwise noted below.

Post a portable changeable message sign at all entrance and exit ramps seven business days in advance of their closure to advise traffic about the closure of the specific entrance or exit ramp.

#### **Temporary Regulatory Speed Limit Reduction**

A reduction of the posted regulatory speed limit from 65 mph to 55 mph is required when any of the following conditions are created within the project limits:

- Lane(s) closed and workers are present and active in close proximity to an open lane.
- Lane(s) narrowed to less than 12 feet and adjacent shoulder width is reduced.

- Traffic is shifted partly or completely onto a shoulder and/or temporary pavement and shoulder width is reduced.

At all other times the posted regulatory speed limit shall be 65 mph.

During approved temporary regulatory speed limit reductions, install regulatory speed limit signs on the inside and outside shoulders of the roadway at the beginning of the reduced regulatory speed zone, after all locations where traffic may enter the highway segment or every ½ mile within the reduced regulatory speed zone. Signs shall be installed at the end of the temporary regulatory speed zone to designate the end of the temporary regulatory speed zone and inform drivers the posted regulatory speed limit reverts back to 65 mph.

When construction activities impede the location of a post mounted regulatory speed limit sign, mount the regulatory speed limit sign on portable supports that meet the “crashworthy” definition and height criteria in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). (20110202)

#### **Traffic Staging (See “Prosecution and Progress” article for Construction Staging)**

##### **Stage 1 (May/June 2014)**

Maintain at least one lane of through traffic on eastbound and westbound STH 29 during Off-Peak and Night Time hours and two lanes of through traffic at all other times.

Keep Sunrise Drive open to traffic

Keep all ramps to/from STH 29 and USH 51 open to traffic.

Maintain two lanes in each direction on Business 51.

##### **Stage 2 (June 2014 to March 2015):**

Maintain at least one lane of through traffic on eastbound and westbound STH 29 during Off-Peak and Night Time hours and two lanes of through traffic at all other times. Close the outside shoulder westbound STH 29 west of Business 51 if necessary for site access and material deliveries. Use Off-Peak or Night Time lane closures for construction activities requiring more space than provided by the shoulder closure.

Keep all ramps to/from STH 29 and USH 51 open to traffic except as noted below.

Maintain two lanes in each direction on Business 51.

##### **Stage 2A (Early to mid-summer 2014):**

Close the shoulders of eastbound and westbound STH 29 for work at the abutments and pier of B-37-113. Use Off-Peak or Night Time lane closures for construction activities requiring more space than provided by the shoulder closure.

Close Sunrise Drive to all traffic for construction.

Close the northbound outside lane and sidewalk of Volkman Street for five consecutive calendar days to remove the existing bridge railing and install chain link fence on the structure. Do not close outside lane and sidewalk of Volkman Street during the school year. Use Off-Peak or Night Time lane closures on STH 29 for construction activities over the shoulders and travel lanes of STH 29 and the westbound STH 29 off ramp to Business 51. Utilize Off-Peak flagging operations for construction activities over the Business 51 on ramp to eastbound STH 29. Complete work on B-37-81 during the 2014 calendar year.

**Stage 2B (Mid to late summer 2014):**

Maintain two lanes of STH 29 traffic under Sunrise Drive on the temporary widening on the inside shoulders of STH 29.

Close the ramp connecting northbound USH 51 with eastbound STH 29. (Detour via USH 51 and CTH N interchange ramps).

Open Sunrise Drive to traffic after the completion of Stage 2A. Sunrise Drive remains open to traffic for the remainder of the project.

**Stage 2C (Late summer 2014):**

Maintain two lanes of STH 29 traffic under Sunrise Drive on the temporary widening on the outside shoulders of STH 29.

Reopen the ramp connecting northbound USH 51 with eastbound STH 29 after completion of Stage 2B.

**Winter Shutdown:**

Restore traffic to the original lanes with no width restrictions.

**Stage 3 (Early Spring-Summer 2015):**

Close the outside lane of westbound STH 29 between the off ramp to Business 51 and the on ramp from Business 51.

Shift westbound STH 29 onto TS widening on the inside shoulder. Maintain at least one lane of through traffic on westbound STH 29 west of the on ramp from Business 51 during Night Time hours and two lanes of through traffic at all other times. Close the outside shoulder of westbound STH 29 for construction of temporary widening. Use Night Time lane closures for construction activities requiring more space than provided by the shoulder closure.

Maintain at least one lane of through traffic on eastbound STH 29 during Off-Peak and Night Time hours and two lanes of through traffic at all other times.

Close the westbound STH 29 on ramp from Business 51 during Night Time lane closures on STH 29 between Station 120+00 and Station 130+00. During these closures, the westbound STH 29 on ramp from Business 51 will be closed and detoured via eastbound STH 29 and the County X interchange.

A single night closure of westbound STH 29 between the Business 51 off and on ramps between the hours of 10 PM and 3 AM will be necessary to remove S-37-77, erect S-37-117 and move the Type 1 sign. Detour westbound STH 29 traffic via CTH X, CTH JJ, and Business 51.

Close the outside lanes and sidewalk of northbound and southbound Business 51 to construct bridge pier foundations for B-37-63 and B-37-140. Maintain at least one sidewalk on either side of Business 51 to pedestrian traffic at all times.

After completion of the bridge piers, maintain at least one lane of through traffic on northbound and southbound Business 51 during Off-Peak and Night Time hours and two lanes of through traffic at all other times.

Close the outside lane of westbound STH 29 and detour the westbound on ramp from Business 51 during Night Time hours to set girders for B-37-63 over the Wisconsin Central Ltd. Provide a minimum width of 14' on westbound STH 29 and install maximum width (13') signing on STH 29 east of exit 177.

Close the outside lane of westbound STH 29 and detour the westbound on ramp from Business 51 during Night Time hours to set girders for B-37-63 over Business 51. Provide a minimum width of 14' on westbound STH 29 and install maximum width (13') signing on STH 29 east of exit 177. Use short (20-30 minute) full roadway closures of Business 51 during Night Time hours to set the girders over the roadway. Clear all traffic stopped during these short term closures prior to setting the next closure.

#### **Stage 4 (Summer 2015 - Fall 2015):**

Outside lane of westbound STH 29 between the off ramp to Business 51 and the on ramp from Business 51 remains closed.

Westbound STH 29 remains on the TN widening. Maintain at least one lane of through traffic on westbound STH 29 west of the on ramp from Business 51 during Night Time hours and two lanes of through traffic at all other times.

Maintain at least one lane of through traffic on eastbound STH 29 during Off-Peak and Night Time hours and two lanes of through traffic at all other times.

Close the STH 29 westbound on ramp from Business 51 during Night Time lane closures on STH 29 between Station 120+00 and Station 130+00. During these closures, the on westbound on ramp from Business 51 will be closed and detoured via eastbound STH 29 and the CTH X interchange.



After pouring the deck of bridge B-37-79, maintain one lane of through traffic on westbound STH 29 until the concrete obtains a minimum strength of 2500 psi. Hourly Lane Rental Assessments will apply during this closure except from 7:00 PM Sunday to noon Friday the week of the deck pour. Close the Business 51 on-ramp to westbound STH 29 at this time. Detour ramp via STH 29, returning via the CTH X interchange. This one time, 5 ½ day continuous lane closure for Stage 4 will only be allowed after September 21, 2015.

After pouring the deck of bridge B-37-63, maintain one lane of through traffic on westbound STH 29 until the concrete obtains a minimum strength of 2500 psi. Hourly Lane Rental Assessments will apply during this closure except from 7 PM Sunday to noon Friday the week of the deck pour. Close the Business 51 on-ramp to westbound STH 29 at this time. Detour ramp via STH 29, returning via the CTH X interchange. This one time, 5 ½ day continuous lane closure for Stage 4 will only be allowed after September 21, 2015.

Maintain at least one lane of through traffic on northbound and southbound Business 51 during Off-Peak and Night Time hours and two lanes of through traffic at all other times.

#### **Stage 5 (Winter 2015-2016)**

Maintain two lanes of through traffic and full shoulders on eastbound and westbound STH 29 at all times.

Keep all ramps to/from STH 29, USH 51 and Bus 51 open to traffic.

Maintain two lanes of through traffic on Business 51 in each direction at all times.

Remove all portable message signs from the project during winter shutdown.

#### **Stage 6 (Spring 2016 to Fall 2016):**

Close the outside lane of westbound STH 29 between the off ramp to Business 51 and the on ramp from Business 51.

Shift westbound STH 29 onto TN widening. Maintain at least one lane of through traffic on westbound STH 29 west of the on ramp from Business 51 during Night Time hours and two lanes of through traffic at all other times.

Shift eastbound STH 29 traffic onto the XE crossover and widening. Maintain at least one lane of through traffic of eastbound STH 29 during Off-Peak and Night Time hours and two lanes of through traffic at all other times.

Maintain at least one lane of through traffic on northbound and southbound Business 51 during Off-Peak and Night Time hours and two lanes of through traffic at all other times.

Use short (20-30 minute) full roadway closures of Business 51 during Night Time hours to set the girders for B-37-140 over the roadway. Clear all traffic stopped during these short term closures prior to setting the next closure.

Keep all ramps to/from STH 29, USH 51 and Bus 51 open to traffic.

**Stage 7 (Late Fall 2016):**

Outside lane of westbound STH 29 between the off ramp to Business 51 and the on ramp from Business 51 remains closed.

Westbound STH 29 remains on the TN widening. Maintain at least one lane of through traffic on westbound STH 29 west of the on ramp from Business 51 during Night Time hours and two lanes of through traffic at all other times.

Maintain at least one lane of through traffic on eastbound and westbound STH 29 during Off-Peak and Night Time hours and two lanes of through traffic at all other times.

Keep all ramps to/from STH 29, USH 51 and Bus 51 open to traffic.

Maintain two lanes in each direction on Business 51.

**Stage 8 (Late Fall 2016-May 2017):**

Maintain at least one lane of through traffic on eastbound and westbound STH 29 during Off-Peak and Night Time hours and two lanes of through traffic at all other times.

Keep all ramps to/from STH 29, USH 51 and Bus 51 open to traffic except as noted below.

Close the STH 29 westbound on ramp from Business 51 for two weekdays for placement and cure of the polymer overlay on the outside half of B-37-63. During these closures, the westbound on ramp from Business 51 will be closed and detoured via eastbound STH 29 and the County X interchange.

Maintain two lanes in each direction on Business 51.

## **6. Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 39, USH 51 or STH 29 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 periods:

- From noon Friday, April 18, 2014 to 6:00 AM Monday, April 21, 2014 for Easter;
- From noon Friday, May 2, 2014 to 6:00 AM Monday, May 5, 2014 for Fishing Opener;
- From noon Thursday, May 22, 2014 to 6:00 AM Wednesday, May 28, 2014 for Memorial Day;

- From 6:00 AM Thursday, July 3, 2014 to 6:00 AM Monday, July 7, 2014 for Independence Day;
  - From 6:00 AM Tuesday, August 12, 2014 to 8:00 PM Friday, August 15, 2014 for Farm Technology Days;
  - From noon Thursday, August 28, 2014 to 6:00 AM Wednesday, September 3, 2014 for Labor Day;
  - From 6:00 AM Wednesday, September 10, 2014 to 6:00 AM Monday, September 15, 2014 for Tomahawk Fall Ride.
- 
- From noon Friday, April 3, 2015 to 6:00 AM Monday, April 6, 2015 for Easter;
  - From noon Friday, May 1, 2015 to 6:00 AM Monday, May 4, 2015 for Fishing Opener;
  - From noon Thursday, May 21, 2015 to 6:00 AM Wednesday, May 27, 2015 for Memorial Day;
  - From noon Thursday, July 2, 2015 to 6:00 AM Monday, July 6, 2015 for Independence Day;
  - From noon Thursday, September 3, 2015 to 6:00 AM Wednesday, September 9, 2015 for Labor Day;
  - From 6:00 AM Wednesday, September 16, 2015 to 6:00 AM Monday, September 21, 2015 for Tomahawk Fall Ride.
- 
- From noon Friday, March 25, 2016 to 6:00AM Monday, March 28, 2016 for Easter;
  - From noon Friday, May 6, 2016 and 6:00 AM Monday, May 9, 2016 for Fishing Opener;
  - From noon Thursday, May 26, 2016 to 6:00 AM Wednesday, June 1, 2016 for Memorial Day;
  - From noon Friday, July 1, 2016 to 6:00 AM Wednesday, July 6, 2016 for Independence Day;
  - From noon Thursday, September 1, 2016 to 6:00 AM Wednesday, September 7, 2016 for Labor Day;
  - From 6:00 AM Wednesday, September 14, 2016 to 6:00 AM Monday, September 19, 2016 for Tomahawk Fall Ride.
- 
- From noon Friday, May 5, 2017 to 6:00 AM Monday, May 8, 2017 for Fishing Opener.

The closure of the northbound USH 51 off ramp to eastbound STH 29 in Stage 2B and the long term lane closure of westbound STH 29 between the off ramp to Business 51 and the on ramp from Business 51 in Stages 3, 4, 6, and 7 are allowed during these periods. No other lane or ramp closures are allowed.

Do not restrict the maximum width on IH 39, USH 51, or STH 29 to less than 16' from 6:00 AM August 8, 2014 to 6:00 AM August 18, 2014 for Farm Technology Days.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying Business 51 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 periods:

- Noon Friday May 23, 2014 to 6:00 AM Tuesday, May 27, 2014 for Memorial Day;
- Noon Thursday, July 3, 2014 to 6:00 AM Monday, July 7, 2014 for Independence Day;
- Noon Friday August 29, 2014 to 6:00 AM Tuesday, September 2, 2014 for Labor Day.
  
- Noon Friday May 22, 2015 to 6:00 AM Tuesday, May 26, 2015 for Memorial Day;
- Noon Friday, July 3, 2015 to 6:00 AM Monday, July 6, 2015 for Independence Day;
- Noon Friday September 4, 2015 to 6:00 AM Tuesday, September 8, 2015 for Labor Day.
  
- Noon Friday May 27, 2016 to 6:00 AM Tuesday, May 31, 2016 for Memorial Day;
- Noon Friday, July 1, 2016 to 6:00 AM Tuesday, July 5, 2016 for Independence Day;
- Noon Friday September 2, 2016 to 6:00 AM Tuesday, September 6, 2016 for Labor Day.

## **7. Utilities.**

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

Work around or remove and dispose of any discontinued utility conduits, cables, and pipes encountered during excavation. Any removal and disposal shall be incidental to common excavation, unless specified otherwise in this contract as a separate bid item.

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 a good faith notice to both the engineer and the affected utility of when the utility is to start work at the site. Unless specified otherwise in this article, provide this notice 14 to 16 calendar days in advance of when you anticipate the prior work being completed and provide a confirmation notice to the engineer and the utility 3 to 5 working days before the site will be ready for the utility to begin its work.

### **Project 1053-02-74**

**Charter Communications** has overhead facilities, on Wisconsin Public Service Corporation Poles, along the left side for BUS 51. The facilities go underground from approximately Station 18+00P to Station 20+50P.

Charter Communications plans to relocate onto the WPS poles, and into a 2 inch duct alongside the WPS relocated electric line and Frontier Communication underground duct package as described elsewhere in this article.

This work is anticipated to start on June 1, 2014 and will require 20 working days.

**Frontier Communications of WI LLC** has facilities crossing STH 29 at approximately Station 140EB+00. There is also a 3' wide duct package consisting of 12 – 4 inch ducts approximately 8 feet deep encased in a concrete slurry under the BUS 51 Southbound lanes/curb and gutter/boulevard throughout the project.

Frontier Communications plans to replace the duct package in place, except from approximately Station 14+80SB to Station 23+70SB. The line will follow the proposed TLE from approximately 14+80SB LT to 15+10P LT to 20+84P LT to 23+70 SB LT.

This underground relocation will be done jointly with Charter Communication and Wisconsin Public Service – Electric.

Three large cables sheathed in lead will be removed. The duct package will be removed from approximately Station 18+50SB to Station 19+00SB and from approximately Station 19+50SB to Station 20+50SB after all splicing is completed. The remaining duct package will be abandoned. All relocations are anticipated to be completed by March 1, 2015.

**Packerland Broadband** has fiber optic line located along the south side of eastbound STH 29 extending the entirety of the project crossing Business 51 at approximately Station 17+50SB. The fiber optic line is suspended from Structure B-37-136 in a 4 inch fiberglass conduit. Protection of the line on Structure B-37-136 is included in the project.

No relocations are anticipated.

**Qwest Communications** has facilities are located along the south side of eastbound STH 29 throughout the project, crossing BUS 51 at approximately Station 16+90.

No conflicts are anticipated.

**Village of Rothschild (Sanitary)** has facilities that will be relocated according to the plan sheets and additional articles in the special provisions.

**Village of Rothschild (Water)** has facilities are located under the southbound lanes of BUS 51 from south of the project limits to approximately Station 21+20SB, crossing BUS 51 and running approximately parallel to the railroad tracks from Station 21+20P to the north end of the project.

The water main crosses STH 29 at approximately 122EB+00.

No conflicts are anticipated.

The Village will provide water hookup to the Lawn Sprinkler System.

**Windstream KDL, Inc.** has existing underground facilities located within the railroad right-of-way parallel to BUS 51 crossing STH 29 at approximately Station 124+85 WB. Windstream KDL, Inc. plans on moving this line to avoid conflict with the proposed temporary shoring. The proposed location will be, at minimum, 17.5 feet from the centerline of the existing pier.

Windstream KDL, Inc. plans to begin relocations August 6, 2014. Provide proposed temporary shoring location to engineer by July 15, 2014. The work will require 10 working days.

**Wisconsin Public Service Corporation (Electric)** has existing overhead facilities along the left side of BUS 51, going underground from approximately Station 18+00P to Station 20+50P. WPS also has an overhead crossing at approximately Station 143+50EB. There are also existing underground electric facilities located near the intersections of BUS 51 and the eastbound and westbound ramp terminals.

No conflicts are anticipated for overhead line at approximately Station 143+50EB.

WPS plans to install a new 3 phase circuit between new poles placed at approximately Station 14+80SB LT and Station 23+70SB LT. The underground line will parallel the railroad within the TLE from approximately Station 15+00P LT to Station 20+84P LT to Station 23+70SB LT.

WPS plans to remove poles near following stations: Station 14+95SB LT, Station 16+52SB LT, Station 17+70SB LT, Station 17+90SB LT, Station 20+17SB LT, Station 21+07SB LT, Station 22+42SB LT, Station 24+37SB LT and Station 26+50P LT.

WPS plans to remove underground 3 phase that runs under the sidewalk is in a 6 inch conduit between poles at approximately Station 17+70SB LT and Station 21+07SB LT.

WPS plans to install an underground electric service to an existing Village of Rothschild owned sign, near Station 25+13P RT, between the new pole at approximately Station 23+70SB LT and the removed pole at approximately Station 24+37SB LT.

A new pole and anchor will be placed near Station 26+40P LT.

This work is anticipated to start on June 1, 2014 and will require 20 working days.

If pole holding is required by contractors, please call WPS at 1-800-450-7260 and request the Wausau Operations office. Please call at least 48 hours in advance of need to make these arrangements and to assure availability of pole holding vehicle.

Please call (800) 450-7240 for electric emergencies.

**Wisconsin Public Service Corporation (Gas)** has an existing 8 inch steel gas line from approximately from Station 98+50WB LT to Station 112+00WB LT. This line then crosses the Wisconsin River on Structure B-37-79. At approximately Station 120+00WB LT the line heads north outside the project limits.

WPS plans to place a new gas line from approximately Station 100+50WB and bore under the Wisconsin River to a point adjacent to Park Street. WPS will remove the existing gas line on the structure. WPS will physically remove the gas line from approximately Station 112+40 WB to Station 119+40 WB where the pipe goes below ground. The rest of the existing gas line will be capped and left in place.

This relocation is anticipated to start on March 15, 2014 and be completed in 40 working days.

WPS has a gas main from south of the project limits to approximately Station 21+75NB RT.

This facility will be in conflict with footings for the Structures B-37-63 and B-37-140. WPS will relocate this line from approximately Station 17+95NB to 21+00 NB. WPS will bore a new line under the existing slope paving of Structures B-37-63 and B-37-140. The existing pipe will be capped and left in place.

WPS plans to complete this prior to construction.

WPS crosses BUS 51 at approximately Station 22+75NB and Station 21+75NB.

The manhole at approximately Station 21+75P will be removed by WPS and replaced with valve boxes. Provide WPS with notice as required by Trans 220 when the final grade of the Shared Use Path is staked.

WPS anticipates this work will take 2 working days to complete.

WPS has a gas line under BUS 51 Northbound lanes throughout the project limits.

No Conflicts are anticipated.

If any portion of the abandoned pipes needs to be removed, contact WPS to remove the portion 3 working days in advance of the required removal.

Call (800) 450-7280 for gas emergencies.

### **Project 1053-02-75**

This project comes under the provisions of Administrative Rule Trans 220.

All utilities located on or near this project are being coordinated under project 1053-02-74. There are no other conflicts with utilities for this project.

### **Project 1053-05-60**

The following utilities are located within or near the project limits and no conflicts are anticipated:

Packerland Broadband  
Frontier Communications of WI LLC  
Qwest Communications  
Windstream KDL, Inc.  
Wisconsin Public Service Corporation (Gas)

## **8. Other Contracts.**

The following project will be under construction concurrently with this contract:

The department has plans to construct 1166-12-74 for improvements to Business 51 and the interchange ramps with IH 39/USH 51 south of STH 29. Construction is anticipated to begin in Summer 2014 and end in Fall 2015. Coordinate any planned lane, ramp, or roadway closures with this project.

The department has plans to construct Project 1053-02-60 for improvements to STH 29 from CTH X to CTH Q. Construction is anticipated to begin in 2016 but is advanceable to 2015. Coordinate any planned lane, ramp, or roadway closures with this project to ensure there are no conflicting ramp closures

Attend meetings with a committee consisting of the engineer and the designated representatives for the other contracts outlined above. Meetings will be held to coordinate the progress of the projects and vehicular access and movement during construction operations. Hold a meeting prior to the start of work under this contract. Hold meetings weekly thereafter unless the engineers determine that the schedule can be changed.

These meetings can be held concurrently with weekly prosecution and progress meetings.

Several roadway projects in the Wausau metropolitan area, other than the project ID mentioned above, will be under construction concurrently with the work under this contract.

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.



## **9. Railroad Insurance and Coordination.**

### **A Description**

Comply with standard spec 107.17 for all work affecting Wisconsin Central Ltd. property and any existing tracks.

### **A.1 Railroad Insurance Requirements**

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Wisconsin Central Ltd.

Notify evidence of the required coverage, and duration to Jackie Macewicz, Manager Public Works at 1625 Depot St., Stevens Point, WI, 54481, TELEPHONE (715) 345-2503, FAX (715) 345-2534, email [jackie.macewicz@cn.ca](mailto:jackie.macewicz@cn.ca). Include the following information on the insurance document:

Project 1053-02-74  
Route Name: STH 29, Marathon County  
Crossing ID 392 807P  
Railroad Subdivision: Valley Sub  
Railroad Milepost: 86.59

### **A.2 Work by Railroad**

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

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

Contact Jackie Macewicz, Manager Public Works, 1625 Depot St., Stevens Point, WI, 54481, TELEPHONE (715) 345-2503, FAX (715) 345-2534, email [jackie.macewicz@cn.ca](mailto:jackie.macewicz@cn.ca) for consultation on railroad requirements during construction.

Contact Mary Ellen Carmody, Audit Officer, Administration Service Center, 700 Pershing Street, Pontiac, MI 48340, TELEPHONE (248) 452-4705, FAX (248) 452-4972, email [maryellen.carmody@cn.ca](mailto:maryellen.carmody@cn.ca) for flagging arrangements. Advise Ms. Carmody that the flagging services are to be billed at the rate for a public highway project.

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

### **A.4 Temporary Grade Crossing**

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

## **A.5 Train Operation**

Approximately 4 through freight trains operate daily through the construction site. Through freight trains operate at up to 40 mph. In addition to through trains, there may be switching operations at lower speeds.

## **B Railroad Flagging**

Arrange with the railroad for the flagging of trains and safety of railroad operations if clearances specified in standard spec 107.17.1 are not maintained during construction operations. The following conditions may also warrant flagging:

1. Cranes swinging or handling materials or equipment within 25 feet of the centerline of any track.
2. Construction operations that are in proximity of power lines or railroad signal and communication lines, underground cables, fuel oil facilities or pipe lines and which might result in fire or damage to such facilities, danger to railroad operations or danger to the public in the transaction of business on railroad premises.
3. Excavation, tunneling, blasting, pile driving, placing, or removing cofferdams or sheeting, or similar activities might cause the railroad's tracks or buildings to be undermined, heaved out of normal level, shifted out of alignment, or otherwise impaired.
4. Bridge painting activities including rigging of falsework, scaffolding or similar activities within 25 feet of the centerline of any track.
5. Deck removal activities within 25 feet of the centerline of any track.
6. Pouring of bridge decks in spans over an operated track.
7. At any other time in railroad representative's judgment, the contractor's work or operations constitute an intrusion into the track zone and create an extraordinary hazard to railroad traffic, and at any other time when flagging protection is necessary for safety to comply with the operating rules of the railroad.

Projects with concurrent activity may require more than one flagger.

Projects with heavy contractor activity within 25 feet of the centerline of any track or unusual or heavy impact on railroad facilities will normally require a full-time flagger.

The department and railroad will monitor operations for compliance with the above flagging requirements. Violations may result in removal from railroad property until arrangements to adhere to the flagging requirements are satisfied. If the railroad imposes additional flagging requirements beyond the above flagging requirements due to the previous violations, the contractor shall bear all costs of the additional flagging requirements.

## **C Flagging by Railroad– Railroad Does Not Pay Flagging Costs**

### **C.1 General**

*Replace paragraph (3) of standard spec 107.17.1 with the following:*

Comply with the railroad's rules and regulations regarding operations on railroad right-of-way. If the railroad's chief engineering officer requires, arrange with the railroad to obtain

the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and make payment directly to the railroad. Notify the appropriate railroad representative as listed in section A.3 above, in writing, at least 10 business days before starting work near a track. Provide the specific time planned to start the operations.

## **C.2 Rates – Canadian National (WCL, SSMBRCo, DM&IR, DWP)**

The following rates, reimbursement provisions, and excluded conditions will be used to determine the contractor's cost of flagging:

\$1,000 daily rate (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses) for a minimum eight-hour flagging day at the job site;

\$1,200 daily rate (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses) for a minimum eight-hour flagging day at the job site on Saturdays, Sundays or holidays;

\$150 per hour overtime rate for all time worked before or after the eight hour flagging day.

The flagger is required to set flags each day in advance of the contractor commencing work that will require flagging. The flagger must also remove the flags each day after the completion of work that required flagging. Any time worked before or after the minimum eight-hour flagging day to set or remove flags will be billed at the overtime rate. The contractor is responsible for knowing the requirements of the railroad for arranging and terminating flagging services and for the associated costs of those services.

## **C.3 Reimbursement Provisions**

The actual cost for flagging will be billed by the railroad. After the completion of the work requiring flagging protection as provided in section B above, the department will reimburse 50% of the cost of such services up to the rates provided above based on paid railroad invoices, except for the excluded conditions enumerated below. In the event actual flagging rates exceed the rates stated above, the department will reimburse 100% of the portion of the rate that is greater than the rates stated above.

## **C.4 Excluded Conditions**

The department will not reimburse any of the cost for additional flagging attributable to the following:

1. Additional flagging requirements imposed by the railroad beyond the flagging requirements provided in subsection B above due to violations by the contractor.
2. Temporary construction crossings arranged for by the contractor.

The contractor shall bear all costs of the additional flagging requirements for the excluded conditions.

### **C.5 Payment for Flagging**

Railroads may issue progressive bills. Notify the railroad when the work is completed and request a final bill from the railroad. The railroad will issue a final bill. Promptly pay railroad-flagging bills, less any charges that may be in dispute. The department will pay for flagging reimbursement under the Railroad Flagging Reimbursement administrative item. The department will withhold flagging reimbursement until any disputed charges are resolved and the final bill is paid. No reimbursement for flagging will be made by the department if a violation of subsection B is documented.

## **10. Notice to Contractor, Winter Shutdown Meetings.**

Prior to suspension of construction operations in the fall of every year, place all temporary and permanent erosion control devices on disturbed areas as shown on the plans or as directed by the engineer. Conduct a Winter Shutdown meeting with the engineer and the DNR prior to suspending construction operations to review the effectiveness of the installed erosion control devices and make adjustments as determined necessary to minimize erosion until construction operations resume in the spring of the following year.

Prior to suspension of construction operation in the fall of every year, place all traffic control devices and pavement marking as shown on the plans or as directed by the engineer. Conduct a Winter Shutdown meeting with the engineer and Marathon County Representative prior to suspending construction operations to review the effectiveness of the installed traffic control devices and pavement marking and make adjustments as determined necessary to improve safety until construction operations resume in the spring of the following year.

## **11. Coordination with Businesses and Property Owners.**

Coordinate and participate with the engineer in three public meetings. The audience of the meetings is intended to be local officials, business people, and property owners affected by the construction project. The first meeting will be conducted after the preconstruction meeting and a minimum of 14 calendar days prior to the start of work under this contract. Conduct the second and third meetings a minimum of 14 calendar days prior to the start of work each spring following the winter shutdown. Discuss the following at the meetings: schedule of operations, progress of the project, access for businesses and property owners during construction, and any issues associated with vehicular and pedestrian access during construction operations. Arrange for a suitable location for the meetings that provides reasonable accommodation for public involvement. Provide the proposed date, time, and location of the meeting to the engineer 14 calendar days prior to the proposed meeting date. The department will prepare and coordinate publication of the meeting notices and mailings and serve as the lead during the meetings.

## **12. Notice to Contractor, Maintenance and Repair of Roadway and Structures.**

During the length of the contract, the contractor is responsible for maintenance and repair of roadways and structures on STH 29 from Station 80+00 EB to 144+00 EB and Business 51 from Everest Drive to Ellen Street. The contractor is not responsible for snow removal or sanding of any lane or sidewalk open to traffic. The department's forces may complete minor repairs during the project. Twice a year, once in the spring prior to construction and once in the fall prior to winter shutdown, review the project area with the engineer and Tom Hardinger, DOT NC Region Structures to determine the locations of any repairs. Additional repairs may be determined at times other than these two meetings.

## **13. Information to Bidders - US Army Corps of Engineers Section 404 Permit.**

The department has obtained a US Army Corps of Engineers Section 404 Permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the region office by contacting Mark Steidl at (715) 421-8043. Methods of operations, including preparatory work, staging, site clean-up or storing materials, causing impacts to other wetlands or waters are not permitted.

If the contractor chooses a method of construction that is not covered by the department's 404 Permit, obtain the proper additional permits required from the US Army Corps of Engineers. It is the contractor's responsibility to determine if additional permits are required. Obtain the additional permits prior to beginning construction operations requiring the permits. No time extensions as discussed in standard spec 108.10 will be granted for the time required to apply for and obtain the additional permits. The contractor must be aware that the US Army Corps of Engineers may not grant the additional permits. (NCR 107.07-10052011)

## **14. Environmental Protection.**

### **Fish Spawning**

There shall be no instream disturbance of Wisconsin River as a result of construction activity under or for this contract, from April 1 to June 20 both dates inclusive, in order to avoid adverse impacts upon the spawning of fish species including the black redbreast.

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

### **Migratory Birds**

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

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

## **15. Construction Over or Adjacent to Navigable Waters.**

*Supplement standard spec 107.19 with the following:*

The Wisconsin River is classified as a navigable waterway.  
107-060 (20040415)

*Supplement standard spec 107.19(3) with the following:*

A waterway marker permit is required for placing advanced warning signs in the Wisconsin River. Additional information on waterway markers can be found on the Wisconsin DNR website: <http://dnr.wi.gov/topic/boat/ordinances.html>.  
(NCR-10112012)

## **16. Erosion Control.**

*Supplement standard spec 107.20 as follows:*

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

Replace topsoil on disturbed areas, including spot locations such as cross drains, driveways, guardrail and terminals, and intersections, immediately after grading is completed within those areas. Complete finishing operations, which includes seed, fertilizer, mulch and any other permanent erosion control measures required, within seven (7) calendar days after the placement of topsoil.  
(NCR 107.03-05312011).

## **17. Public Convenience and Safety.**

*Replace standard spec 107.8 (4) with the following:*

Notify the following organizations and departments at least 2 business days before road closures, lane closures or detours are put into effect:

Marathon County Sheriff's Department  
Wisconsin State Patrol  
Town of Rib Mountain  
Village of Rothschild  
Village of Rothschild Fire Department  
Village of Rothschild Police Department  
Wausau School District  
D.C. Everest School District

The Marathon County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor.  
(NCR 107.05-10012012)

## **18. Public Convenience and Safety - Lane Closure Notification.**

### **A Description**

*Supplement standard spec 107.8 with the following:*

At least 14 days prior to the preconstruction meeting submit to the engineer for approval a schedule of closures necessary for completion of the contract. Identify general information including the construction activity requiring a closure, location of closure, type of closure, duration of closure, and times of closure.

All closures must be in accordance to the contract unless approved by the engineer. Submit any changes to the traffic control plan or other traffic related requirements of the contract to the engineer for approval at a minimum of 14 calendar days prior to the closure.

Review the closure schedule with the engineer at the preconstruction meeting. Within five days after the meeting, the engineer will accept the contractor's initial schedule or request additional information. Provide additional information requested by the engineer within five days after the request. Provide the engineer with an updated closure schedule whenever changes are necessary.

Provide the engineer a detailed closure schedule weekly, by noon on Wednesday, that covers planned closures for the following two weeks. Include detailed information on the construction activity, location, type, duration, and time of closures. Verify with the engineer that the closure is approved in the Wisconsin Lane Closure System prior to implementing the closure. Immediately notify the engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work.

Provide the minimum advance notification to the engineer for the following closures:

|                            |                  |
|----------------------------|------------------|
| Shoulder closures          | 3 business days  |
| Ramp closures              | 3 business days  |
| Lane closures              | 3 business days  |
| Local street closings      | 7 calendar days  |
| System ramp closures       | 14 calendar days |
| Full freeway closures      | 14 calendar days |
| Construction stage changes | 14 calendar days |
| Detours                    | 14 calendar days |

Non-compliance with the above requirements may result in non-approval of a closure.

No time extensions as described in standard spec 108.10 will be granted for non-approval of a closure. The department will not assume damages accrued due to non-approval of a closure, including but not limited to mobilization costs, traffic control costs, and other damages for delays to the contract.  
(NCR 107.12-05312011)

## **19. Pedestrian Accommodations.**

Keep one sidewalk along Bus 51 open on a paved surface meeting ADA requirements at all times. Pedestrian accommodations are incidental to contract work.

## **20. Property Marks – Protecting and Restoring.**

*Replace standard spec 107.11.3 (1) with the following:*

Protect and carefully preserve all known property and survey marks, land monuments, and right-of-way monuments and marker posts. Notify the engineer of the nature and location of these monuments and markers. Do not disturb or destroy monuments or markers until the engineer has arranged for their referencing or perpetuation.

Reset or replace, to the required standard, any property and survey marks, land monuments, and right-of-way monuments and marker posts that fall outside the construction limits that are shifted, lost or damaged by the contractor during construction operations, as determined by the engineer. If the contractor fails to restore the disturbed monuments or markers within a reasonable time, the department may, upon 48 hours written notice, restore the disturbed monuments or markers. The department will deduct restoration costs from payments due the contractor under the contract.  
(NCR 107.09-05312011)



## 21. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

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

107-055 (20130615)

## **22. Environmental Protection - Dewatering.**

*Supplement standard spec 107.18 as follows:*

If dewatering is required, treat the water to remove suspended solids before allowing it to enter any waterway or wetland. Provide a settling basin, or other suitable means approved by the engineer, with sufficient capacity and size to provide an efficient means to filter the water from the dewatering operation before it is discharged back into the wetland or waterway as provided in the standard specifications and these special provisions. Treatment practices may include the use of natural polyacrylamide such as chitosan, as approved by the engineer.

Conform to dewatering guidelines of WisDNR Storm Water Construction Technical Standards, Code #1061, "Dewatering". This document can be found at the WisDNR website: [http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html). Include dewatering plans in the Erosion Control Implementation Plan (ECIP) for the project.

Include the cost of all work and materials associated with water treatment and/or dewatering in the unit bid price for cofferdams and other work requiring dewatering. Work includes furnishing all materials, excavation, maintenance, cleaning, disposal of surplus material, removal of the basin after completion of dewatering operations.  
(NCR 107.13-10312013)

## **23. Notice to Contractor, Dewatering.**

Submit dewatering plan for approval with overall Erosion Control Implementation Plan (ECIP) for the project.

## **24. Wisconsin River Dam Operations.**

Weyerhaeuser Paper Company operates a hydro-electric facility upstream of the project. Water depths fluctuate frequently within the construction limits. Contact Weyerhaeuser Paper Company for information regarding Wisconsin River flow management.

The main Weyerhaeuser Paper Company contact is Stephanie Duxbury-Weir, Environmental Engineer in charge of regulating dam operations. Ms. Duxbury-Weir can be contacted at (715) 355-6218. A secondary contact with Weyerhaeuser Paper Company is Terry Charles at (715) 355-6323.

## **25. Erosion Control Structures.**

Within seven calendar days after the commencement of work on the bridge superstructure, place all permanent erosion control devices, including riprap, erosion mat, ditch checks, seed, fertilizer, mulch, soil stabilizer, or any other item required by the contract or deemed necessary by the engineer. These devices shall be in place in the area under the bridge and on both sides of the roadway, from the waterway to a point 100-feet behind the backwall of the abutment. Within said limits, place these devices to a height equivalent to the

calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as directed by the engineer. Prior to initial construction operations, place turbidity barriers, silt screens, and other temporary erosion control measures as shown on the plans, and remove them after the permanent erosion control devices are in place unless directed otherwise by the engineer.

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.  
107-070 (20030820)

**26. Notice to Contractor, Non-Rubber Tire Vehicles on Bridges.**

No non-rubber tire vehicles or equipment will be allowed on newly installed bridge surfaces associated with this project. Transport all non-rubber tire vehicles across the structure by trailer or use of mats.

**27. Notice to Contractor- Site Access.**

The Village of Rothschild owns a parcel of property west of and parallel to the Wisconsin Central Ltd. railroad tracks. This parcel is shown in the plan and may be used for access to the work site if permission is granted by the Village. Provide a plan for the site including selective clearing, erosion control, and restoration of the site to the existing contours including topsoil and mow seed for approval by the Village and the engineer. The contractor is responsible for all permits, costs and coordination associated with this site, including but not limited to: Utility Coordination, Environmental Coordination, erosion control, construction and restoration costs. For more information contact Tim Vergara of the Village of Rothschild:

Tim Vergara  
211 Grand Ave  
Rothschild, WI 54474-1199  
(715) 359-7218  
[tvergara@rothschildwi.com](mailto:tvergara@rothschildwi.com)

**28. Salvage Existing Bridge Railings.**

Remove and salvage the existing bridge railing where indicated from the existing structures undamaged. Stockpile the existing materials at the project site at a location agreed upon with the engineer. Select 500 feet of the railing in the best condition to be salvaged to the department as approved by the engineer. Remove the remaining railing in accordance to Removing Old Structure. Contact the department at least two weeks prior to removing the materials to schedule removal of salvaged items. The contact for the department is Tom Hardinger, (715) 421-8323. This work will be included in the bid item Removing Old Structure and in accordance to standard spec 203.

## **29. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.**

John Roelke, License Number AII-119523, inspected Structures B-37-63, B-37-79, and B-37-89 for asbestos on June 4, 2012 and June 26, 2013. No regulated Asbestos Containing Material (RACM) was found on these structures. A copy of the inspection report is available from: Mr. Mark Steidl, (715) 421-8043.

In accordance to NR447 and DHS159 , ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Mr. Mark Steidl, 715.421.8043 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: Structures B-37-63, STH 29 westbound over Business 51; B-37-81, Volkman Street over STH 29; B-37-79, STH 29 westbound over Wisconsin River
- Site Address: Section 24, T28N, R07E, Village of Rothschild
- Ownership Information: North Central Region, 1681 2<sup>nd</sup> Avenue South, Wisconsin Rapids, Wisconsin 54495
- Contact: Mr. Mark Steidl
- Phone: (715) 421-8043
- Age: B-37-63: 43 years old. This structure was constructed in 1971.  
B-37-39: 42 years old. This structure was constructed in 1972.  
B-37-81: 25 years old. This structure was constructed in 1989.
- Area: B-37-63: 19,437 SF of deck;
- B-37-79: 34,807 SF of deck;
- B-37-81: 15,827 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)

## **30. Removing Old Structure Station 125+82.92 WB, Item 203.0200.01; Removing Old Structure Station 125+08.64 EB, Item 203.0200.02; Removing Old Structure Station 20+34.04, Item 203.0200.03; Removing Old Structure Station 20+57.30, Item 203.0200.04.**

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

*Add the following to standard spec 203:*

**203.3.2.2 Removal Operations**

- (9) At least two weeks prior to beginning work on this item, submit the method of performing the demolition, removal and disposal to the engineer. Provide six (6) copies of this submittal to the engineer. Include in the removal plan the methods and sequence of demolition, including effects on the overall stability of the structure. Analyze the stability of the structure, based on the methods and sequence of demolition proposed. Ensure that demolition is performed in a controlled manner.
- (10) Conduct removal work in a prudent manner and exercise care to preclude damage to any roadway pavement. In addition to general protection, the removal plan shall specifically outline the method and means of protection of the roadway pavement for Business 51 and STH 29 under the structures.
- (11) Do not perform work required to remove and salvage the existing railing or to install chain link fencing on Structures B-37-81 and B-37-113 over live lanes of traffic.
- (12) Plans of existing structures are available at <http://trust.dot.state.wi.us/hsi/HSIController>.

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

| ITEM NUMBER | DESCRIPTION                                 | UNIT |
|-------------|---|------|
| 203.0200.01 | Removing Old Structure Station 125+82.92 WB | LS   |
| 203.0200.02 | Removing Old Structure Station 125+08.64 EB | LS   |
| 203.0200.03 | Removing Old Structure Station 20+34.04     | LS   |
| 203.0200.04 | Removing Old Structure Station 20+57.30     | LS   |

**31. Abatement of Asbestos Containing Material B-37-113, Item 203.0210.S.01; Abatement of Asbestos Containing Material B-37-136, Item 203.0210.S.02; Abatement of Asbestos Containing Material B-37-140, Item 203.0210.S.03.**

**A Description**

This special provision describes abating asbestos containing material on structures in accordance to the plans, the pertinent provisions of the standard specifications, and as hereinafter provided.

**B (Vacant)**

## **C Construction**

John Roelke, License Number AII-119523, inspected Structures B-37-113, B-37-136, and B-37-140 for asbestos on June 4, 2012 Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: caulk located at parapet expansion joints have 3% to 10% non-friable asbestos.

The RACM on this structure must be abated by a licensed abatement contractor. A copy of the inspection report is available from Mr. Mark Steidl, 715.421.8043. In accordance to NR447 and DHS159 , ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form and the abatement report to Mr. Mark Steidl, (715) 421-8043 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-37-113, Sunrise Drive over STH 29; B-37-136, STH 29 EB over Wisconsin River; B-37-140, STH 29 EB over Business 51
- Site Address: Section 24, T28N, R07E, Village of Rothschild
- Ownership Information: North Central Region, 1681 2<sup>nd</sup> Avenue South, Wisconsin Rapids, Wisconsin 54495
- Contact: Mr. Mark Steidl
- Phone: 715.421.8043
- Age: 42 years old. These structures were constructed in 1972.
- Area: B-37-113: 8,862 SF of deck;  
B-37-136: 34, 807 SF of deck;  
B-37-140: 16,517 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.

## **D Measurement**

The department will measure Abatement of Asbestos Containing Material (Structure) as a single complete unit of work, completed in accordance to the contract and accepted.

## **E Payment**

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

| ITEM NUMBER   | DESCRIPTION   | UNIT |
|---------------|---|------|
| 203.0210.S.01 | Abatement of Asbestos Containing Material Structure<br>B-37-113 | LS   |
| 203.0210.S.02 | Abatement of Asbestos Containing Material Structure<br>B-37-136 | LS   |
| 203.0210.S.03 | Abatement of Asbestos Containing Material Structure<br>B-37-140 | LS   |

Payment is full compensation for submitting necessary forms; removing all asbestos; properly disposing of all waste materials; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

203-005 (20120615)

**32. Debris Containment B-37-63, Item 203.0225.S.01; Debris Containment B-37-140, Item 203.0225.S.02; Debris Containment B-37-113, Item 203.0225.S.03.**

**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 STH 29, Business 51, or railroad 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:

- Wisconsin Department of Transportation  
Attn: Mark Steidl  
North Central Region – Wisconsin Rapids Office  
1681 2<sup>nd</sup> Avenue South  
Wisconsin Rapids, WI 54495  
Telephone (715) 421-8043

- Wisconsin Central Ltd.  
Attn: Jackie Macewicz, Manager Public Works  
1625 Depot Street  
Stevens Point, WI 54481  
Telephone (715) 345-2503  
FAX (715) 345-2534  
Email [jackie.macewicz@cn.ca](mailto:jackie.macewicz@cn.ca)

#### **D Measurement**

The department will measure Debris Containment 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-37-63  | LS   |
| 203.0225.S.02 | Debris Containment B-37-140 | LS   |
| 203.0225.S.03 | Debris Containment B-37-113 | LS   |

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

203-010 (20080902)

### **33. Removing Old Structure Over Waterway With Minimal Debris Station 116+05.60 WB, Item 203.0600.S.01; Removing Old Structure Over Waterway With Minimal Debris Station 115+79.50 EB, Item 203.0600.S.02.**

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

*Add the following to standard spec 203:*

#### **203.3.6 Removals Over Waterways and Wetlands**

##### **203.3.6.2 Removing Old Structure Over Waterway with Minimal Debris**

- (1) Remove the existing Structures B-37-79 and B-37-136 over the Wisconsin River in large sections and conforming to the contractor's approved structure removal and clean-up plan. During superstructure removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.



- (2) Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:
  - Methods and schedule to remove the structure.
  - Methods to control potentially harmful environmental impacts.
  - Methods for superstructure removal that prevent all large pieces and minimize the number of small pieces from entering the waterway or wetlands.
  - Methods to control dust and contain slurry.
  - Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
  - Methods for cleaning the waterway or wetlands.
- (3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

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

| ITEM NUMBER        | DESCRIPTION   | UNIT |
|--------------------|---|------|
| 203.0600.S.01      | Removing Old Structure Over Waterway With Minimal Debris Station 116+05.60 WB | LS   |
| 203.0600.S.02      | Removing Old Structure Over Waterway With Minimal Debris Station 115+79.50 EB | LS   |
| 203-020 (20080902) |   |      |

### **34. 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)

### **35. Backfill Granular, Item 209.0100.**

Furnish and use material that consists of granular material meeting the following requirements: Granular Backfill Grade 2, standard spec 209.2.2(1).

### **36. 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:

| <b>Plan Quantity</b>               | <b>Minimum Required Testing</b>  |
|------------------------------------|--|
| $\leq 1500$ tons                   | One test from production, load-out, or placement at the contractor's option <sup>[1]</sup>                           |
| $> 1500$ tons and $\leq 6000$ tons | Two tests of the same type, either from production, load-out, or placement at the contractor's option <sup>[1]</sup> |
| $> 6000$ tons and $\leq 9000$ tons | Three placement tests <sup>[2][3]</sup>  |

<sup>[1]</sup> 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.

<sup>[2]</sup> For 3-inch material, obtain samples at load-out.

<sup>[3]</sup> 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:

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

<sup>[1]</sup> 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)

### **37. Abandoning Culvert Pipes.**

**A Description**

Abandon culvert pipes in accordance to the pertinent requirements of standard spec 204 and as hereinafter provided.

Abandon culvert pipes by thoroughly filling the pipes with controlled low strength backfill and maintaining drainage until new pipes are bored and jacked into place.

**B Material**

Provide controlled low strength backfill that consists of a designed cementitious mixture of natural or processed materials. Allowable materials include natural sand, natural gravel, produced sand, foundry sand, produced gravel, fly ash, Portland cement, and other broken or fragmented mineral materials. The designed mixture shall be self-leveling and shall be free of shrinkage after hardening. Design the mixture to reach a state of hardening such that it can support foot traffic in no more than 24 hours. Provide a mixture that also meets the following requirements.

| Test           | Method        | Value            |
|----------------|---------------|------------------|
| Flow (inch)    | ASTM PS-28-95 | 9 min            |
| Compressive    | ASTM PS-31-95 | 20-40 @ 14 days  |
| Strength (psi) |               | 40-80 @ 28 days  |
|                |               | 80-120 @ 90 days |

Chemical admixtures to control air content and setting time are allowable. Ten days prior to placement, furnish the engineer with a design mix detailing all components and their proportions in the mix. Also, provide documentation from the supplier of the industrial byproducts that the foundry sand and fly ash used in the mixture meet the requirements for Industrial Byproducts Categories 1, 2, 3, or 4 in NR 538 of the Wisconsin Administrative Code for use as a confined geotechnical fill.

### **C Construction**

Proportion and mix the materials to produce a product that has consistent texture and flow characteristics. The engineer may reject any materials exhibiting a substantial change in properties, appearance, or composition.

Before plugging and filling the pipe to be abandoned, ensure that drainage will be maintained by directing flow to an adjacent inlet, culvert pipe, or temporary pond, or by pumping, as approved by the engineer.

Plug the lower end of the existing culvert pipe to be abandoned to prevent leakage of controlled low strength backfill.

Pumping of controlled low strength backfill into the sewer main is required if it is determined by the engineer that gravity flowage is not adequate.

Fill the abandoned culvert pipe completely with controlled low strength backfill. Be able to demonstrate that the entire pipe to be abandoned has been filled with controlled low strength backfill and that no air voids are present.

If the official Weather Bureau forecast for the construction site predicts temperatures at or below freezing within the next 24 hours after placement of controlled low strength backfill, protect the placed materials from freezing during that time period. If the temperature is not forecast to rise above 40° F for 72 hours after placement, the engineer may require protection from freezing for up to 72 hours.

Do not allow controlled low strength backfill to enter any stream, lake, or sewer system. The contractor is responsible for any clean up or remediation costs resulting from such occurrences.

### **D Measurement**

The department will measure Abandoning Culvert Pipes in accordance to standard spec 204.4.

**E Payment**

*Supplement standard spec 204.5 with the following:*

Payment is full compensation for plugging the culvert pipe end; designing the mix; supplying all materials; preparing the proportioned mix; hauling it to the construction site; placing the material; and for protecting it from freezing.

**38. Underwater Foundation Inspection B-37-79, Item 206.1050.S.01.****A Description**

Provide underwater inspections of the pier foundation(s) in accordance to standard spec 206.3.12 and as hereinafter provided.

**B (Vacant)****C Construction**

Provide a diver who, under the direction of the engineer, will report the slope characteristics and quality of the excavated rock surface below the pier seal to ensure that the foundation has been properly prepared in accordance to standard spec 206.3.8.

Provide a television monitor, camera, and videocassette recorder, along with two-way audio communications with the diver during the inspection. Record the video and audio on standard videocassette tape. The videocassette record of the inspection(s) shall become the property of the department after the inspection is completed.

Correct any deficiencies in the preparation of the seal foundation and repeat the inspections until all deficiencies are corrected.

Place the seal concrete within 24 hours of the final inspection or as directed by the engineer.

**D Measurement**

The department will measure Underwater Foundation Inspection as a unit at the substructure location, acceptably inspected and completed. Multiple underwater inspections at a substructure location, such as a pier, to correct foundation preparation deficiencies will not receive additional compensation beyond the bid price for the substructure unit.

**E Payment**

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

| ITEM NUMBER   | DESCRIPTION                              | UNIT |
|---------------|--|------|
| 206.1050.S.01 | Underwater Foundation Inspection B-37-79 | Each |

Payment is full compensation for furnishing all diving inspections and reporting; and for supplying video and two-way audio communications equipment and video tapes.

206-050 (20100709)

### **39. Dense Graded Base.**

*Supplement standard spec 305.3.2 as follows:*

Use a rubber tired roller to compact all shoulder gravel.

### **40. Protecting Concrete.**

*Supplement standard spec 415.3.14 as follows:*

Provide a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until such time as the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. The finisher shall actively and continuously patrol on foot the newly placed concrete, and repair any damage to the surface that might be sustained as described above.

The cost for providing the finisher(s), the necessary equipment, and materials shall be considered incidental to the contract unit price for each concrete item.  
(NCR 415.01-10052011)

### **41. Rout and Seal, Item 415.6000.S.**

#### **A Description**

This special provision describes routing, cleaning, drying, and sealing the longitudinal edge of pavement joints in new asphaltic pavement shoulders immediately adjacent to the edge of the concrete mainline pavement. The work shall conform to the plan details and as hereinafter provided.

#### **B Materials**

Furnish material that conforms to the requirements of the Specifications for Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements, ASTM Designation: D 6690, Type II, modified to require that the bond strength test be run at -20 degrees F. (The unmodified ASTM D 6690, Type II allows this test to be run at either 0 degrees F or -20 degrees F.)

Deliver each lot or batch of sealing compound to the jobsite in the manufacturer's original sealed container. Mark each container with the manufacturer's name, batch or lot number, and the safe heating temperature. Present the manufacturer's certification stating that the compound meets the requirements of this specification. Prior to applying the sealant, furnish to the engineer a certificate of compliance and a copy of the manufacturer's recommendations on heating and applying the sealant.

#### **C Construction**

##### **C.1 Equipment**

Heat the sealing compound to the pouring temperature recommended by the manufacturer in an approved kettle or tank, constructed as a double boiler, with the space between the inner and outer shells filled with oil or other satisfactory heat transfer medium. If and

when using the heating kettle on concrete or asphaltic pavement, properly insulate the heating kettle to ensure heat is not radiated to the pavement surface.

Make rout cuts in a single pass. Two-pass cutting will not be allowed. Use a self-propelled mechanical router capable of routing the bituminous pavement to provide a 1.0:1.0 depth to width ratio of all routed cracks. The router blade or blades shall be of such size and configuration to cut the desired joint reservoir in one pass of the rout. No spacers between blades shall be allowed unless the contractor can demonstrate to the engineer that the desired reservoir and rout cut can be obtained with them. Either wet or dry routing will be permitted provided the above conditions are met. Use a pressure distributor for applying sealing material through a hand-operated wand or nozzle according to sealant manufacturer's instructions.

## **C.2 Methods**

Conduct the operation so that the routing, cleaning, and sealing are continuous operations. Traffic shall not be allowed to knead together or damage the routed joints. Rerout, if necessary, routed joints not sealed before traffic is allowed on the pavement when routing and sealing operations resume at no additional cost to the department. Do not perform rout cutting, cleaning, and sealing, within 48 hours of the placement of the shoulder's surface course.

Rout the longitudinal joint to a minimum width of  $\frac{3}{4}$ -inches and a minimum depth of  $\frac{3}{4}$ -inches. Use a power vacuum or equivalent to immediately remove any routing slurry, dirt, or deleterious matter adhering to the joint walls or remaining in the joint cavity, or both. Prior to sealing, dry the cleaned joints either by air-drying or by using a high capacity torch. Immediately prior to sealing, blow out the dried crack with a blast of compressed air, 80-psi minimum. Continue cleaning until the joint is dry, and until all dirt, dust, or deleterious matter is removed from the joint and adjacent pavement to the satisfaction of the engineer. If the air compressor produces dirt or other residue in the joint cavity, the contractor shall be required to clean the joint again.

If cleaning operations could cause damage to, or interfere with, traffic in adjacent lanes, or both, provide protective screening that is subject to the approval of the engineer to the cleaning operation.

Following cleaning, dry the routed joints and warm them with a hot air lance. Take care not to burn the pavement surface. Under no circumstances shall more than two minutes elapse between the time the hot air lance is used and the sealant is placed.

Provide positive temperature control and mechanical agitation. Do not heat the sealant to more than 20 degrees F below the safe heating temperature. The safe heating temperature can be obtained from the manufacturer's shipping container. Provide a direct connecting pressure type extruding device with nozzles shaped for insertion into the joint. Immediately remove sealant spilled on the surface of the pavement.

Seal the joints when the sealant material is at the pouring temperature recommended by the manufacturer. Fill the joint such that after cooling, the sealant is flush with the adjacent pavement surface. Do not overfill the joint; the engineer may allow a very slight overband. Sand shall not be spread on the sealed joints to allow for opening to traffic. Before opening to traffic, the sealant shall be tack free.

#### **D Measurement**

The department will measure Rout and Seal in length by the linear foot, completed according to the contract and accepted.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION   | UNIT |
|-------------|---------------|------|
| 415.6000.S  | Rout and Seal | LF   |

Payment is full compensation for rout cutting; cleaning the joint; furnishing and installing all materials, including sealant.

415-100 (20080902)

### **42. Asphaltic Surface Temporary.**

Under the Asphaltic Surface Temporary bid item; submit a mix design. Furnish asphaltic mixture meeting the requirements specified for either type E-3 or E-10 under standard spec 460.2; except the engineer will not require the contractor to conform to the quality management program specified under standard spec 460.2.8.

### **43. Special Material Requirements for Mitigation of Alkali-Silica Reactivity for Cast-in-Place Concrete.**

This applies to all cast-in-place concrete in standard specs 390, 415, 416, 501, 502, 509, 601, 602, 603, and 620.

If the contractor elects to use coarse aggregate from sources containing significant amounts of felspa-volcanics (including rhyolite, diorite, gneiss or quartzite), the contractor shall provide the results of an ASTM C1260 test. If the results for the aggregate test indicate the material does not comply with the 0.15 percent expansion limit, the contractor shall run an ASTM C1567 mortar bar test for the blend of cementitious material incorporated into the cast-in-place concrete. The results of the ASTM C1567 shall comply with the 0.15 percent expansion limit.

The testing frequency for the ASTM C1260 test will be once every three years, or if the source of course aggregate changes.

The testing frequency for the ASTM C1567 will also be on a three years cycle unless the cementitious material, cementitious material blend, or aggregate source have changed, then the contractor will be required to provide new test results.

#### **44. Concrete.**

*Delete standard spec 501.3.8.2.1(3) and replace with the following:*

The department will permit the addition of ice to the mix as required to reach a target concrete temperature of 80 degrees Fahrenheit if the following conditions are met:

The un-iced concrete temperature exceeds 85 degrees Fahrenheit.

The contractor has performed the actions outlined in the contractor's accepted temperature control plan.

The contractor elects to use ice.

#### **45. Expansion Device, B-37-63, B-37,113 and B-37-140.**

##### **A Description**

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

##### **B Materials**

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

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

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

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



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

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

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

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

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

#### **46. Expansion Device Modular B-37-79, Item 502.3110.S.01; Expansion Device Modular B-37-136, Item 502.3110.S.02.**

##### **A Description**

This special provision describes furnishing and installing a shop-fabricated waterproof modular expansion device in accordance to standard spec 502, the plans, and as hereinafter provided. The modular expansion joint device shall seal the deck surface, curbs, gutters, and parapet walls as indicated on the plans. Any leaking or seeping of water through the joint will be cause for rejection of the modular expansion device.

##### **B Materials**

###### **B.1 General**

Furnish parts and elements that have material properties meeting the physical and chemical requirements shown in their manufacturer's technical data or as noted below, except as modified by pertinent parts of the standard specifications, this special provision, or the plans. Furnish certified test results from the manufacturer attesting to physical and chemical properties. Do not use any aluminum components or hardware.

###### **B.2 Modular Expansion Device System Components**

Furnish components for the Modular Expansion Device System from one of the following manufacturers and model series:

- D.S. Brown Company, Steelflex Modular D-Series  
(419) 257-3561
- R.J. Watson, Inc., Modular RJW-Series  
(716) 741-2166
- Watson, Bowman, and Acme Inc., Wabo-Maurer STM-Series  
(716) 691-7566

### **B.3 Steel Plates, Bars, Shapes, and Sheets**

Furnish steel plates, bars, shapes, and extrusions that have been fabricated from high strength, low alloy grade 50 or grade 50W steel conforming to ASTM A709, or as shown on the approved shop drawings. Anchor bars and support bar boxes may be fabricated from ASTM A709 grade 36 steel. Furnish anchor bolts, bolts, nuts, and washers that conform to the requirements of ASTM A325. Secondary shapes or joint components may be assembled with bolts, nuts, and washer conforming to ASTM A490.

Furnish stainless steel sheets for the sliding surfaces of support bars that conform to the requirements of ASTM A167, alloy 304, 20 micro-inch RMS finish.

### **B.4 Elastomeric Seal Elements**

Furnish preformed elastomeric seal elements that are polychloroprene (neoprene) of a rectangular or strip cross section having a minimum thickness of 1/4-inch and conform to ASTM D3542 modified to omit the recovery test. The elastomeric seal elements shall meet the following physical properties:

| <b>Property</b>   | <b>Requirement</b> | <b>Test Method</b>            |
|---|--------------------|-------------------------------|
| Tensile Strength, min   | 2000 psi           | ASTM D412                     |
| Elongation @ Break, min   | 250%               | ASTM D412                     |
| Hardness, Type A, Durometer   | 60± 5 pts          | ASTM D2240                    |
| Compression Set, 70 Hrs @ 212° F, max   | 35%                | D395 Method, B Modified       |
| Ozone Resistance, after 70 hours at 100° F under 20% Strain with 100 pphm ozone | No Cracks          | ASTM D1149 and D518, Method A |
| Mass Change in Oil 3 after 70 hours @ 212° F, Mass Change, max                  | 45%                | ASTM D471                     |

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

The seal element shall be one piece, and full length of the expansion joint including curb and parapet face projections. The lubricated adhesive for installing the preformed elastomeric elements in place shall be one-part moisture curing polyurethane and hydrocarbon solvent mixture as recommended by the manufacturer.

### **B.5 Support Bars**

Place support bars parallel to the roadway at a maximum support assembly spacing of 4'-0". Furnish support bars that are not less than 1½-inches in width and at least 4-inches in height; each transverse center beam shall have an individual support bar.

Support bars shall incorporate stainless steel sliding surfaces to minimize resistances to joint movements. Stainless steel shall be welded to support bars. Support the support bars above, below, and laterally as required to prevent uplifting, transmit bearing loads, and to maintain positioning of the bar.

Fabricate support bar bearings from polyurethane compound with PTFE self lubricating surfaces having engineering properties equivalent to adiprene, Teflon, or cast nylon with MDS. Positively lock the support bar bearings and springs or spacers into the support box by a dowel or pin. The connection must permit subsequent removal and replacement of the bearings and springs. The support bar springs shall be constructed similarly to the bearings but shall provide the required precompressive force to maintain the support bar in place while under traffic loads. Use a suitable equilibrium device that works counter to the compression forces of the sealing elements to maintain equalized expansion properties for each element across the modular joint assembly. Furnish anchor plates for the support bar springs or neoprene blocks that have a minimum thickness of ¾-inch.

### **B.6 Transverse Center Beams**

Transverse center beams shall be at least of 4½-inches in height and have a minimum vertical web thickness of ¾-inch. Design transverse center beams for an AASHTO HS25 live loading plus 30 percent impact. Make shop splices in the transverse center beam with a full penetration weld. The exterior transverse beams shall have a minimum vertical web thickness of ¾-inch.

The connections between the transverse center beams and support bars shall be a full penetration weld in accordance to the details shown on the plans. Full penetration welds to be tested by ultrasound using the compressive criteria.

### **B.7 Support Bar Boxes**

Furnish support bar boxes that consist of steel plates not less than ½-inch in thickness fabricated with continuous welds at all joints. The inside dimensions of the box shall be consistent with all boxes and within +0.040 inches of prescribed height as measured where the bearings and spring compress about the support bar. Fabricate support box plates with a continuous weld. Make anchorage details as shown on the plans.

### **B.8 Structural Steel Surfaces**

Galvanize after fabrication, in accordance to ASTM A123, all structural steel surfaces of the expansion joint devices and anchorages, except ASTM A-490 bolts, components of stainless steel, and parts coated with polyurethane, adipene, nylon, or Teflon.

Galvanize or metallize in accordance to standard spec 635 all bolts, nuts, washers, and steel components that are not galvanized using the above procedure, including all ASTM A-490 bolts.

If a retainer clip is used for locking the neoprene strip type seal, continuously weld it on its top side. Due to the galvanizing coating requirement, also make a continuous weld underneath the clip.

All welding shall be in accordance to AWS D1.5 or D1.6 of the welding code and shall be done by certified welders only. A shop certified under AISC category for simple structures shall perform fabrication.

The fabricator will be permitted to shop weld pre-galvanized transverse roadway sections, complete with anchorages, of the expansion device steel extrusions. The pre-galvanized roadway sections shall be not less than 10 feet long. The pre-galvanized roadway side sections shall have additional anchorages, if required, so as to provide an anchorage within 9 inches of each end of the section. Abutting ends shall be beveled  $\frac{1}{4}$ -inch on three sides and deburred. All galvanizing shall be completely removed from the areas to be welded. The pre-galvanized sections shall be groove welded on three sides with care taken to prevent weld material from entering the gland groove. The weld across the top of the extrusion shall be ground smooth and all areas of galvanizing damaged by the welding operations shall be repaired in accordance to standard spec 635. Make field splices in transverse center roadway sections with a partial penetration weld.

### **C Construction**

The manufacturer of the prefabricated expansion joint assembly shall prepare shop drawings showing details of the assembly and installation.

Support the modular joint assembly at 8'-0 minimum spacing along both sides of the joint. Construct the modular expansion device system in accordance to the details shown on the shop drawings. Tolerance requirements shall be in accordance to AASHTO specifications.

Install in accordance to the plan details, the manufacturer's and supplier's approved shop drawings, and as directed by the engineer. In addition, the manufacturer shall submit current product literature with the shop drawings and the shop drawings shall reflect that literature.

Remove all modular expansion joint forming material from the joint opening. Pre-set the modular joint assembly in accordance to the approved shop drawings, joint temperature setting data, and specifications. The maximum joint opening for a single modular unit shall be 3 inches.

The joint assembly manufacturer shall furnish technical assistance to the contractor and engineer through the personal services of a technical representative, who is a fulltime employee of the manufacturer during installation of the joint sealing systems. This representative shall be accessible to the engineer and shall be at the site during the work

that involves the setting of all parts of each modular expansion joint assembly. The contractor shall be responsible for informing the representative prior to the date of installation.

**D Measurement**

The department will measure Expansion Device Modular (Structure) as a single lump sum unit for the 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 |
|---------------|-----------------------------------|------|
| 502.3110.S.01 | Expansion Device Modular B-37-79  | LS   |
| 502.3110.S.02 | Expansion Device Modular B-37-136 | LS   |

Payment is full compensation for furnishing and placing the device complete in place; furnishing and completely installing all elements and parts of the joints, anchors, armor or structural metal; galvanizing materials; furnishing and installing all hardware, pads, bonding material, and reinforcing bars within the blockout not otherwise covered for payment, and barrier railing plates.

502-021 (20100709)

**47. Removing Bearings, B-37-63, Item 506.7050.S.01; Removing Bearings, B-37-79, Item 506.7050.S.02; Removing Bearings, B-37-113, Item 506.7050.S.03; Removing Bearings, B-37-136, Item 506.7050.S.04; Removing Bearings, B-37-140, Item 506.7050.S.05.**

**A Description**

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

**B (Vacant)**

**C Construction**

Raise the structure's girders and remove the existing bearings as shown in the plans

Obtain prior approval from the engineer for the method of jacking the girders and of supporting them as required.

**D Measurement**

The department will measure Removing Bearings by the unit for each bearing removed.

**E Payment**

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

| ITEM NUMBER   | DESCRIPTION                 | UNIT |
|---------------|-----------------------------|------|
| 506.7050.S.01 | Removing Bearings, B-37-63  | Each |
| 506.7050.S.02 | Removing Bearings, B-37-79  | Each |
| 506.7050.S.03 | Removing Bearings, B-37-113 | Each |
| 506.7050.S.04 | Removing Bearings, B-37-136 | Each |
| 506.7050.S.05 | Removing Bearings, B-37-140 | Each |

Payment is full compensation for raising the bridge girders; and for removing the old bearings.

Cost of furnishing and installing the bearings will be paid for under separate bid items.  
506-035 (20130615)

**48. Bridge, Jacking, B-37-113, Item 506.7060.S.01.****A Description**

This special provision describes raising the bridge, supporting it while the substructure units are being raised, and lowering the bridge back on bearings or bearing pads in accordance to the standard specifications and as hereinafter provided.

**B (Vacant)****C Construction**

Support jacks on or adjacent to existing substructure units. So that the entire bridge is raised simultaneously, use a sufficient number of jacks. Use approximately the same rate of jacking at each substructure unit.

Submit to the engineer for approval plans showing the method of raising the bridge. Show type of jacks, size of jacks, shoring or falsework, and sequence of work in the plan.

**D Measurement**

The department will measure Bridge Jacking, B-37-113, as a single complete unit of work consisting of raising one bridge.

**E Payment**

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

| ITEM NUMBER   | DESCRIPTION               | UNIT |
|---------------|---------------------------|------|
| 506.7060.S.01 | Bridge, Jacking, B-37-113 | LS   |

Payment is full compensation for furnishing all equipment and shoring; raising the bridge; and lowering the bridge onto the bearings.

506-040 (20030820)

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

<sup>A</sup> Uncured, mixed polymer binder

<sup>B</sup> 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* | 1/2 of the measured aggregate absorption, %   | ASTM C566   |
| Hardness          | <sup>3</sup> 6.5  | Mohs Scale  |
| Fractured Faces   | 100% with at least 1 fractured face and 80%<br>with at least 2 fractured faces of material<br>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 <sup>A</sup>                | Test Method                                |
|--|---|--|
| Minimum Compressive Strength at 8 Hrs. (psi) | 1,000 psi @ 8 hrs<br>5,000 psi @ 24 hrs | ASTM C 579 Method B, Modified <sup>B</sup> |
| Thermal Compatibility                        | No Delaminations                        | ASTM C 884                                 |
| Minimum Pull-off Strength                    | 250 psi @ 24 hrs                        | ACI 503R, Appendix A                       |

<sup>A</sup> Based on samples cured or aged and tested at 75°F

<sup>B</sup> 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 manufacture 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:

- Ambient air temperature is below 50°F;
- Deck temperature is below 50°F;
- 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;
- Rain is forecasted during the minimum curing periods listed under C.5;
- Materials component temperatures below 50°F or above 99°F;
- Concrete age is less than 28 days unless approved by the engineer.
- The deck temperature exceeds 100°F.
- 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 <sup>A</sup> (GAL/100 SF) | Aggregate <sup>B</sup> (LBS/SY) |
|--------|--|---------------------------------|
| 1      | 2.5  | 10+                             |
| 2      | 5.0  | 14+                             |

<sup>A</sup> The minimum total applications rate is 7.5 GAL/100 SF.

<sup>B</sup> 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:

|        | Average temperature of deck, polymer and aggregate components in °F |          |          |        |         |        |          |        |
|--------|---|----------|----------|--------|---------|--------|----------|--------|
| Course | 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)

**50. Cleaning Parapets, Item 509.9050.S.**

**A Description**

Clean the inside faces and top surface of the concrete parapet according to the plans, as directed by the engineer, and as hereinafter provided.

**B (Vacant)**

**C Construction**

**C.1 Blast Cleaning Operation**

Blast clean the inside face and top surface of the concrete parapet according to SSPC SP-13 and ASTM D4259 for an abrasive blast cleaning to a surface roughness and finish as directed by the engineer. Before abrasive blast cleaning operations are to begin for the entire bridge parapet, prepare a representative trial area on the parapet concrete surface, and have the method of blast cleaning approved by the engineer.

**C.2 Water Cleaning Operation**

After abrasive blast cleaning operations are completed, clean the prepared parapet surface with water according to ASTM D4258. Remove with this water cleaning all dust and loose material from the parapet inside face and top that is to be coated with protective surface treatment. Provide an adequate drying time of the parapet inside the face and top surface of at least 24 hours before coating with the surface treatment. Remove all loose concrete, dirt, dust, or blast material that remains on the bridge deck, as directed by the engineer.

**D Measurement**

The department will measure Cleaning Parapets in length by the linear foot of parapet, acceptably cleaned.

## **E Payment**

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

| ITEM NUMBER | DESCRIPTION       | UNIT |
|-------------|-------------------|------|
| 509.9050.S  | Cleaning Parapets | LF   |

Payment is full compensation for abrasive blast cleaning; for water cleaning; and for furnishing all additional clean up of the concrete surface and surrounding bridge deck area. 509-050 (20100709)

## **51. Structure Repainting General.**

### **A General**

#### **A.1 Inspection**

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

#### **A.2 Date Painted**

At the completion of all painting work, stencil in black paint or contrasting color paint the date of painting the bridge. The numbers shall be three inches (75 mm) in height and shall show the month and year in which the painting was completed: e.g., 11-95 (November 1995). On each bridge painted, stencil the date at two locations. On truss bridges, stencil the date on the cover plates of end posts near and above the top of the railings at the oncoming traffic end. On steel girder bridges, stencil the date on the **inside** of the outside stringers at the abutments. The date on grade separation bridges shall be readable when going under the structure or at some equally visible surface near the ends of the bridge, as designated by the engineer.

#### **A.3 Graffiti Removal**

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

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

### **B (Vacant)**

### **C Construction**

#### **C.1 Repainting Methods**

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

Prior to final acceptance, completely clean and free from spent abrasive and other waste materials resulting from the contractor's operation the bridge deck surfaces, gutter lines,

drains, curbs, bridge seats, pier caps, slope paving, roadway below, and all structural members and assemblies.

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

## **C.2 Inspection**

*Supplement standard spec 105.9 as follows:*

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

517-005 (20030820)

## **52. Preparation and Coating of Top Flanges B-37-79, Item 517.0900.S.01; Preparation and Coating of Top Flanges B-37-136, Item 517.0900.S.02.**

### **A Description**

This special provision describes thoroughly cleaning and coating the top surface and edges of the top flanges, removing loose paint, rust, mill scale, dirt, oil, grease, or other foreign substances until the specified finish is obtained.

### **B (Vacant)**

### **C Construction**

In accordance to SSPC SP-10, blast clean to a near white finish the top surface and edges of the top flanges that have no paint on them, and paint them with one coat of an approved zinc rich primer. No collection of blast waste material is required.

In accordance to SSPC SP-2 or SP-3, clean all areas of rust and loose paint on the top surface and edges of the top flanges, which have paint on them, by wire brushing, grinding or other mechanical means. Wash the top surface and edges of the top flanges and give them one coat of an approved zinc-rich primer.

Where plans call for the cleaning of other painted structural steel including hanger assemblies, bearings, field splices, and connections, clean areas of loose paint and rust by wire brushing, grinding, or other mechanical means as necessary and in accordance to SSPC SP-2, SP-3, or SP-11. Sound paint need not be removed with the exception of an area 12-inches on either side of hanger assembly centerlines. Clean this area to base metal in accordance to SSPC SP-10, or SP-11.

In accordance to SSPC SP-2, or SP-3, thoroughly clean by wire brushing, grinding or other mechanical means as necessary the surface area of exposed steel members that are to be imbedded in the new concrete, and wash and give one coat of an approved zinc rich primer to these areas.

Furnish and erect tarpaulins or other materials to collect all of the spent paint containing material resulting from blasting or hand and power tool cleaning and coating. Minimize dust during all clean-up activities. Collect and store waste material at the end of each work day or more often if needed. Store waste materials in the hazardous waste containers provided. Lock and secure all waste containers at the end of each work day. Cover the container(s) at all times except when adding or removing waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water. Transportation and disposal of such waste material will be the responsibility of the department.

Damage to existing painted surfaces as a result of construction operations, shall be restored to the approval of the engineer at the contractor's expense.

#### **D Measurement**

The department will measure Preparation and Coating of Top Flanges (Structure) as a single complete unit of work for the structure, completed in accordance to the contract and accepted.

#### **E Payment**

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

| ITEM NUMBER   | DESCRIPTION                                     | UNIT |
|---------------|---|------|
| 517.0900.S.01 | Preparation and Coating of Top Flanges B-37-79  | LS   |
| 517.0900.S.02 | Preparation and Coating of Top Flanges B-37-136 | LS   |

Payment is full compensation for preparing and cleaning the designated surfaces; and for furnishing and applying the coating.

517-010 (20100709)

### **53. Painting Epoxy System B-37-79 and B-37-136.**

#### **A Description**

This special provision describes work that shall be in accordance to standard spec 517 and as hereinafter provided:

#### **B Materials**

##### **B.1 Coating System**

Furnish a complete coating system from the department's approved list. The color of epoxy shall be white and the urethane coating material shall match the color number shown on the plans in accordance to Federal Standard Number 595B, as printed in 1989. Supply the engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the recommended spray nozzles and pressures, the minimum drying time for shop applied coats, and the recommended procedures for coating galvanized bolts, nuts, and washers.

## **C Construction**

*Modify the fourth paragraph of standard spec 517.3.1.7.2 to read:*

On all other areas including the outside surfaces of splice plates, the minimum dry film thickness above the surface profile for the primer coat shall be 3.0 mils (0.076 mm).

517-041 (20040820)

### **54. Concrete Staining B-37-63, Item 517.1010.S.01; Concrete Staining B-37-140, Item 517.1010.S.02.**

#### **A Description**

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

#### **B Materials**

##### **B.1 Mortar**

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

Preblended, Packaged Type II Cement:      Tri-Mix by TK Products  
   Thoroseal Pearl Gray by Thoro Products

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

Acrylic Bonding Admixture:      TK-225 by TK Products  
   Achro 60 by Thoro Products  
   Achro Set by Master Builders

##### **B.2 Concrete Stain**

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

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

## **C Construction**

### **C.1 General**

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



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

## **C.2 Preparation of Concrete Surfaces**

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

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

## **C.3 Staining Concrete Surfaces**

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

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

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

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

## **C.4 Test Areas**

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

## **C.5 Surfaces to be Coated.**

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

## **D Measurement**

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

## **E Payment**

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

| ITEM NUMBER   | DESCRIPTION                | UNIT |
|---------------|----------------------------|------|
| 517.1010.S.01 | Concrete Staining B-37-63  | SF   |
| 517.1010.S.02 | Concrete Staining B-37-140 | 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)

## **55. Structure Repainting Recycled Abrasive B-37-79, Item 517.1800.S.01; Structure Repainting Recycled Abrasive B-37-113, Item 517.1800.S.02; Structure Repainting Recycled Abrasive B-37-136, Item 517.1800.S.03.**

### **A Description**

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

#### **A.1 Areas to be Cleaned and Painted**

All structural metal surfaces of:

- Structure B-37-79 67,000 SF.
- Structure B-37-113 8,300 SF.
- Structure B-37-136 67,000 SF.

Areas are approximate and given for informational purposes only.

### **B Materials**

#### **B.1 Coating System**

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

Finish Color: Gray #26293.

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

## **C Construction**

### **C.1 Surface Preparation**

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

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

The abrasive blasting and recovery system shall be a completely integrated self-contained system for abrasive blasting and recovery. It shall be an open blast and recovery system that will allow no emissions from the recovery operation. The recovery equipment shall be such that the amount of contaminants in the clean recycled steel grit shall be less than 1 percent by weight.

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

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

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

### **C.2 Coating Application**

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

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

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

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

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

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

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

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

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

Paint thickness shall be as follows:

| Dry Film Thickness |             |
|--------------------|-------------|
| Prime Coat         | 3 mils min. |
| Intermediate Coat  | 3 mils      |
| Top Coat           | 3 mils      |

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

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

#### **D Measurement**

The department will measure Structure Repainting Recycled Abrasive (Structure) as a single complete unit of work, completed in accordance to the contract and accepted.

#### **E Payment**

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

| ITEM NUMBER   | DESCRIPTION                                     | UNIT |
|---------------|---|------|
| 517.1800.S.01 | Structure Repainting Recycled Abrasive B-37-79  | LS   |
| 517.1800.S.02 | Structure Repainting Recycled Abrasive B-37-113 | LS   |
| 517.1800.S.03 | Structure Repainting Recycled Abrasive B-37-136 | LS   |

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

## **56. Labeling and Disposal of Waste Material.**

The EPA ID number for Structure B-37-113 is WIR000147363 and for Structure B-37-79 and B-37-136 is WIR000147371.

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

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

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

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

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

HAZARDOUS WASTE

WW-5257580999-001-01-0

# STORAGE LABEL

DOT SHIPPING DESCRIPTION

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

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

EPA CODE: E/D008 STATE: S

WIP#: 391498

WIP DESC: BRIDGE SAND WITH LEAD

DATE ACCUMULATED: 07/01/2005

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

WISC DOT BRIDGE # B-29-53/54

I-94 OVER CTH H

PROJECT #5882-03-70

CAMP DOUGLAS, WI 54618

(608) 963-0871

GENERATOR EPA ID  
WIR000121103

Project Number on  
label must match the  
Project Number  
assigned by the  
WIDOT

Bridge Number and  
Address on label  
must match specific  
bridge from which  
waste was generated.

EPA ID Number on  
label is specific to  
the bridge from  
which the waste is  
generated.

**57. Containment and Collection of Waste Materials B-37-79, Item 517.4000.S.01; Containment and Collection of Waste Materials B-37-136, Item 517.4000.S.02.**

**A Description**

This special provision describes furnishing and erecting tarpaulins to contain, collect and store the spent material from surface preparation of steel surfaces, collecting such spent material, and labeling and storing the spent material in waste containers in accordance to the contract and as hereinafter provided.

**B Materials**

Provide 5-gallon lidded plastic containers for containing the spent material.

**C Construction**

Erect tarpaulins or other materials to collect all of the spent material from power tool cleaning. Consider and treat all spent material as hazardous waste because it contains lead.

Collect and store all waste material collected by this operation at the bridge site for disposal. Collect and store all waste materials at the end of each workday or more often if needed. Store materials in 5-gallon lidded plastic containers.

Label each container with the date the first waste was placed in the container and the words "Hazardous Waste – EPA Waste Code D008." Lock and secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water.

Collect the spent debris by vacuuming, shoveling, sweeping, or by channeling it directly to disposal containers. The enclosure shall be thoroughly cleaned at the end of each work day.

**D Measurement**

The department will measure Containment and Collection of Waste Materials (Structure) as a single complete unit of work for each structure designated in the contract, completed in accordance to the contract and accepted.

**E Payment**

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

| ITEM NUMBER   | DESCRIPTION   | UNIT |
|---------------|---|------|
| 517.4000.S.01 | Containment and Collection of Waste Materials<br>B-37-79  | LS   |
| 517.4000.S.02 | Containment and Collection of Waste Materials<br>B-37-136 | LS   |

Payment is full compensation for designing, erecting, operating, maintaining and disassembling the containment devices; collecting, labeling and storing spent materials in appropriate containers.

517-037 (20080902)

**58. Negative Pressure Containment and Collection of Waste Materials, B-37-79, Item 517.4500.S.01; Negative Pressure Containment and Collection of Waste Materials, B-37-113, Item 517.4500.S.02; Negative Pressure Containment and Collection of Waste Materials, B-37-136, Item 517.4500.S.03.**

**A Description**

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

**B (Vacant)**

**C Construction**

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

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



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

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

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

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

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

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

Collect and store at the bridge site for disposal all waste material or scum collected by this operation, or any that may have fallen onto the ground tarps. Collect and store all waste material and scum at the end of each workday or more often if needed. Storage shall be in provided hazardous waste containers. Label each container as it is filled, using the labels provided by the Hazardous Waste Disposal contractor. Check the label and ensure that the project ID, bridge number and EPA ID match the structure. Fill in the generation date when the first material is placed in the container. Secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain, or exposed to standing water.

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

#### **D Measurement**

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

#### **E Payment**

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

| ITEM NUMBER   | DESCRIPTION  | UNIT |
|---------------|--|------|
| 517.4500.S.01 | Negative Pressure Containment and Collection of Waste Materials B-37-79  | LS   |
| 517.4500.S.02 | Negative Pressure Containment and Collection of Waste Materials B-37-113 | LS   |
| 517.4500.S.03 | Negative Pressure Containment and Collection of Waste Materials B-37-136 | LS   |

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

## **59. Portable Decontamination Facility, Item 517.6001.S.**

### **A Description**

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

### **B Materials**

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

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

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

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

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

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

### **C Construction**

Properly contain, store, and dispose of the wastewater.

### **D Measurement**

The department will measure Portable Decontamination Facility by the unit, acceptably completed.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                       | UNIT |
|-------------|-----------------------------------|------|
| 517.6001.S  | Portable Decontamination Facility | Each |

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

517-060 (20050502)

## **60. Crash Cushions Temporary.**

*Supplement standard spec 614.3.4(2) with the following:*

Provide and maintain temporary crash cushions, at the locations the plans show. Conform to the contract design criteria and to manufacturer's specifications. Certify that the installation was done accordingly to manufacturer's recommendations. Ensure that the upstream ends of crash cushions have reflective sheeting applied before opening to public traffic. Replace parts of crash cushions damaged during construction within 24 hours between December 1 and April 1 and within 4 hours all other times after the department gives notification that the site is cleared and safe to reinstall.

## **61. Furnishing and Planting Plant Material.**

*Amend standard spec 632.2.1 with the following:*

All plants shall be grown within the states of Wisconsin, Minnesota or Michigan located within Zone 4 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publications No. 1475, issued January 2012, unless otherwise approved by the engineer.

*Replace standard spec 632.2.6 (1) as follows:*

- Mulch used around plantings is included under a separate bid item.

*Replace standard spec 632.3.3 as follows:*

Provide the layout and staking of plant materials and planting beds generally conforming to plan details. If required by the location of an adjacent utility, expose the facility. Adjust the final location of plant materials in the field to avoid existing utility lines. Maintain

lateral clearance from the curb line as shown in the plans. Coordinate alternate planting locations with the engineer. Obtain approval from engineer for planting and bed locations prior to excavating plant holes.

All work required to layout, stake, expose existing utilities, as necessary, and coordinate alternative planting locations is incidental to the contract work.

**62. Sign Type I.**

*Supplement standard spec 637.2.4.1 with the following:*

Provide new mounting hardware for Signs Type I placed on existing sign structure.

**63. Removing Signs, Type I, Item 638.2601.**

The work under this item shall be in accordance to the pertinent requirements of standard spec 638 and as hereinafter provided.

*Revise standard spec 638.4, Method of Measurement, shall be revised to read:*

Do not remove any Type I sign until its replacement has been delivered and erected. Locate the new sign to provide room to first erect the new sign, then afterward to remove the old sign. Remove the existing sign after, but on the same day, that the new sign is erected.

**64. Removing Signs Type II.**

*Supplement standard spec 638.3.4 (2) as follows:*

Return aluminum Type II signs to either one of the department's North Central Region Office Sign Shops located at 2841 Industrial Street, Wisconsin Rapids or 501 North Hanson Lake Road, Rhinelander. Contact the Signing Lead Worker at (715) 421-8006. (NCR 638.01-01182012)

**65. 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)

## **66. Field Facilities.**

*Supplement standard spec 642.2.1(3) as follows:*

Provide a water cooler to dispense the bottled drinking water.

*Supplement standard spec 642.3 as follows:*

Set up the field office within seven days after notice from the engineer.

Provide a parking area large enough to park a minimum of six cars directly adjacent to the field office. The parking area and approach to the field office shall be well drained and consist of a crushed base aggregate or an existing paved surface and shall be ready for use within seven days after the field office is set up.

(NCR 642.02-07202012)

## **67. Traffic Control Signs, Fixed Message.**

*Supplement standard spec 643.3.8.4 as follows:*

Remove and reinstall the sign multiple times as the plans designate. Remove, transport, and store the sign to allow for re-use in future stages.

*Revise standard spec of 643.5.4 (7) as follows:*

Payment for Traffic Control Signs Fixed Message is full compensation for providing all materials; for the manufacture and assembly of the sign; including all messages; for hauling, handling, storage, and removal of the signs, including posts, fasteners and necessary hardware and vertical supports and for partially or fully covering or uncovering signs provided under this bid item.

## **68. Nighttime Work Lighting-Stationary.**

### **A Description**

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

### **B (Vacant)**

### **C Construction**

#### **C.1 General**

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

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

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

### **C.2 Portable Lighting**

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

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

### **C.3 Light Level and Uniformity**

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

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

### **C.4 Glare Control**

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

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

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

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

### **C.5 Continuous Operation**

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

### **D (Vacant)**

### **E Payment**

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

643-010 (20100709)

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

### **A Description**

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

### **B Materials**

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

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

### **C Construction**

#### **C.1 General**

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

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

## **C.2 Groove Depth**

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

## **C.3 Groove Width – Longitudinal Markings**

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

## **C.4 Groove Position**

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

## **C.5 Groove Cleaning**

### **C.5.1 Concrete**

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and the pavement marking tape. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

### **C.5.2 New Asphalt**

Groove pavement five or more days after paving.

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove.

### **C.5.3 Existing Asphalt**

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



Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove.

### **C.6 Tape Application**

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

#### **Apply tape in the groove with additional surface preparation adhesive.**

The surface preparation adhesive must be set (feels tacky but is no longer in liquid form) and have a matte finish rather than a glossy wet appearance. Refer to the manufacturer's instructions for determining when the surface preparation adhesive is set.

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

### **D Measurement**

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

### **E Payment**

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

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

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary. (NCR 646.02-08302012)

## **70. Anchor Bolt Tightening, Structure S-37-117.**

*Supplement standard spec 641.3.1.2 as follows:*

Verify by hydraulic methods that bolt tightening meets requirements of standard spec 641.3.1.2. Cost considered incidental to "Sign Bridge S-37-117".

## **71. Concrete Masonry Deck Patching, Item SPV.0035.01.**

### **A Description**

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

## **B (Vacant)**

## **C Construction**

Construct in accordance to the applicable methods specified in standard specs 502 and 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 opening to traffic, cure the concrete deck patching surfaces for a minimum 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; and incidentals necessary to complete the contract work.

## **72. Reuse of Low-Level Contaminated Material, Item SPV.0035.02.**

### **A Description**

#### **A.1 General**

This special provision describes excavating, segregating, temporary storing, dewatering, loading, hauling, and reuse of low-level contaminated material to be excavated for this project. Material designated as low-level contaminated by the Environmental Consultant is defined below.

Perform this work in accordance to Section 205 of the standard specifications, the plans, including as supplemented herein, and with all local and state regulations, including, but not limited to, pertinent parts of the:

- Wisconsin Administrative Code, Chapters NR 100-299 and NR 700-754,
- Erosion Control Implementation Plan (ECIP),
- WDNR General Permit to Discharge under the Wisconsin Pollutant Discharge Elimination System (WPDES) for Carriage and/or Interstitial Water Resulting from Dredging Operations (WI-0046558-05-0), and-
- WDNR Conservation Practice Standard, Dewatering, Code No. 1061.

Perform all work necessary to obtain permits, control, handle, and dispose of the water generated during dewatering of river bottom material.

#### **A.2 Notice to the Contractor**

The department completed environmental testing of the materials where excavation is required for this project. For further information regarding the environmental testing, contact the Environmental Consultant listed below. River bottom material to be excavated at the following location contains polycyclic aromatic hydrocarbons, low-level PCBs, and low-level toxaphene:

- Pier 4 of Structure B-37-79 between Stations 118WB+50 and 118WB+75.

This material is considered low-level contaminated material and shall be reused within the project within the areas designated on the plans and as listed below. This low-level contaminated material must be dewatered to contain no free liquids, and to be structurally suitable for reuse as fill in the designated placement location. The dewatering must follow the requirements of all permits and regulations as described in Section C.

Low-level contaminated river bottom material shall be placed at the following location(s):

- A-ramp infield
- Station 127EB+00 to Station 129EB+00, from 118 to 144-feet right of the reference line
- Station 129A+00 to Station 130A+00, from 96 to 103-feet right of reference line

### **A.3 Coordination with the Environmental Consultant**

The contractor shall coordinate work under this contract with the Environmental Consultant retained by the department:

Consultant: TRC Environmental Corporation  
Address: 708 Heartland Trail, Suite 3000, Madison, WI, 53717-1934  
Contact: Alyssa Sellwood or Dan Haak  
Phone: (608) 826-3658 or (608) 826-3628  
Fax: (608) 826-3941  
E-mail: asellwood@trcsolutions.com or dhaak@trcsolutions.com

The role of the environmental consultant will be limited to:

- Documenting that activities associated with management of low-level contaminated material are in conformance with the management methods for this project as specified herein,
- Documenting the location of the placement of the low-level contaminated material.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation and placement activities for the low-level contaminated material. Also notify the environmental consultant at least three calendar days prior to commencement of any excavation and placement activities for the low-level contaminated material.

### **A.4 Health and Safety Requirements**

*Supplement standard spec 107.1 with the following:*

River material in the area listed in Section A.2 contains polycyclic aromatic hydrocarbons, low-level PCBs, and low-level toxaphene. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

### **A.5 Erosion Control**

*Supplement standard spec 107.20 with the following:*

Include as part of the Erosion Control Implementation Plan (ECIP), as required under standard spec 107.20, the construction methods for sediment removal, the proposed location for staging and dewatering activities for removed river bottom material, and the means and methods for containment and dewatering.

All work involving excavation and dredging for removal of existing structures and construction of temporary or permanent structures in the Wisconsin River shall be performed in a manner and by methods or techniques that will minimize the turbidity increases and sediment resuspension. Erosion and sediment control devices such as silt curtains or turbidity barriers shall be used to prevent migration of resuspended sediment beyond the construction limits. Upon completion of construction, the silt curtain or turbidity barrier shall be removed.

## **B (Vacant)**

## **C Construction Methods**

*Supplement standard spec 205.3 with the following:*

Contractor is responsible for excavating, segregating, dewatering, temporarily storing, loading, hauling, and placing the low-level contaminated material within the designated reuse areas for the project, as described in Section A.2.

- **Excavate** low-level contaminated material from area described in section A.2.
- Excavations shall not extend beyond the construction limits unless directed by engineer.
- Excavation and dewatering work will not proceed until necessary permits are in place (see dewatering below).
- Segregate low-level contaminated material from common river bottom excavation.
- Dewater river bottom material prior placement for reuse. Contractor to perform all work necessary to secure permits and control, handle, and dispose of water generated from dewatering.
- Contractor's dewatering plan to be submitted by the engineer prior to start of dewatering activities. Dewatering plan will be reviewed by engineer and/or Environmental Consultant.
- Water generated from dewatering activities of the low-level contaminated material may contain polycyclic aromatic hydrocarbons, toxaphene, and/or total PCBs. Obtain coverage under WDNR's General Permit to Discharge under the Wisconsin Pollutant Discharge Elimination System (WPDES) for Carriage and/or Interstitial Water Resulting from Dredging Operations (WI-0046558-05-0). See WDNR Website <http://dnr.wi.gov/topic/wastewater/GeneralPermits.html> for permit application and facts.
- Do not discharge any water generated during dewatering until conditions under WPDES permit are met, as determined by the Environmental Consultant. Dewater material to have no free liquids as required for reuse. Dewatering shall be accomplished without the addition of drying materials to the sediment, unless approved by the engineer.
- Contractor should anticipate the need for liners in the trucks if transported prior to dewatering.

- Temporarily store low-level contaminated material in lined and covered roll-off box, or stockpile in accordance to NR 718.05(3), as needed, following dewatering.
- Construction and maintenance of stockpiled material includes, but is not limited to, placement of the material on an impervious surface, utilizing appropriate erosion control measures, and covering the stockpile with material to prevent infiltration of precipitation (such as 10 mil plastic sheeting and ballast of tires, sandbags, or similar material) on a daily basis.
- The stockpile location shall be approved by the Construction Engineer.
- Load and Haul the dewatered low-level contaminated material to the reuse areas designated for the project.
- Use loading and hauling practices that prevent any spills or releases of contaminated sediment or residues from point of generation (piers, dewatering area and/or storage area) to the reuse site.
- Verify that vehicles used to transport low-level contaminated material are licensed for such activity in accordance to applicable state and federal regulations. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated material over public roadways.
- Place dewatered low-level contaminated material in the area(s) designated on the plans and as listed in Section A.2. The area(s) designated are based on the following limitations, but not be limited to:
  - Place low-level contaminated material within the designated reuse areas for the project under the oversight of the Environmental Consultant.
  - Cover low-level contaminated material with a minimum of 4-feet of clean material. For areas not covered by the roadway, the reused area to be covered by topsoil and seeded in accordance to Items Topsoil, Mulching, Fertilizer, Seeding Temporary, and Seeding at a minimum.
  - Please note the area(s) designated are based on the following limitations, but not be limited to the following criteria.
    - The material cannot be placed in a floodplain or wetland.
    - The material cannot be placed within 300 feet of navigable surface water or within 300 feet of any water supply wells.
    - Placement of the material must be above the groundwater table.
    - Material must be placed outside the 1:1 slopes of the highway embankments.

#### **D Measurement**

Reuse of low-level contaminated material shall be measured by the cubic yard of excavated material in accordance to standard spec 205.4.1, except that standard spec 205.4.1 shall be modified to read that the quantity will be as set forth in the contract plans without measurement thereof. Any modifications to the contract quantity caused by corrections or revisions of the original contract plan, which have been approved by the engineer, will be measured in accordance to the applicable section of the standard specifications, and the contract quantity will be adjusted accordingly to determine the final pay quantity.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                              | UNIT |
|-------------|--|------|
| SPV.0035.02 | Reuse of Low-Level Contaminated Material | CY   |

Payment is full compensation for the excavating, segregating, dewatering, temporary storing, hauling, and reusing of the low-level contaminated river bottom material.

**73. Coloring Concrete Brown, Item SPV.0035.03.****A Description**

This special provision describes coloring concrete used to construct work under other bid items as well as special materials and special construction techniques associated with using colored concrete.

**B Materials**

Provide materials in accordance to standard spec 405.2.

*Supplement standard spec 405.2.1(1) with the following:*

For Brown: use non-fading synthetic iron oxides at a loading of 6 percent or more by weight of total cementitious material in the mix. Match the concrete color in reasonably close conformance with Federal Standard 595 Color Server, FE Color 30051.

*Replace standard spec 405.2.1 (2) as follows:*

(2) Add integral concrete colorant according to manufacturer's instructions. Provide a copy of those manufacturer instructions and product data sheets to the engineer two weeks before producing test panels.

*Replace standard spec 405.2.2 (1) as follows:*

(1) Furnish a liquid membrane-forming clear curing compound from the same manufacturer as the integral concrete colorant and also conforming to ASTM C1315, type 1 or as approved by the engineer.

*Replace standard spec 405.2.4.3 (3) as follows:*

(3) At an engineer-allowed location on the project, place, finish, and cure a 5-foot by 5-foot by 4-inch colored concrete test slab and a 1-foot by 1-foot by 4-inch colored concrete sample panel to be retained by department using the same methods proposed for contract work. Produce test slabs using the same workers designated to perform the contract work. Retain samples of cements, sands, aggregates, and color additives used in test slabs for comparison with materials used in contract work. Use at least a 2-cubic yard

batch or a batch of the size proposed for production whichever is larger. Dispose of surplus or unsuitable material as specified under standard spec 205.3.12.

### **C Construction**

Construct in accordance to standard spec 405.3.

### **D Measurement**

The department will measure Coloring Concrete Brown by the cubic yard, acceptably incorporated into work done under other contract bid items including material incorporated into one sample panel or one test slab that achieves a color the engineer accepts as required under standard spec 405.3.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION             | UNIT |
|-------------|-------------------------|------|
| SPV.0035.03 | Coloring Concrete Brown | CY   |

Payment is full compensation for developing mix designs and providing sample panels or test slabs; for furnishing pigments; for special construction procedures required under standard spec 405.3; for removing test slabs, restoring the site, and disposing of waste material.

## **74. Portable Changeable Message Sign (PCMS) Cellular Communications, Item SPV.0045.21.**

### **A Description**

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

### **B Materials**

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

#### **B.1 Cellular Modem and Antenna**

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

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



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

### **C Construction**

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

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

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

### **D Measurement**

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

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION   | UNIT |
|-------------|---|------|
| SPV.0045.21 | Portable Changeable Message Sign (PCMS) Cellular Communications | DAY  |

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

## **75. Precast Concrete Bearing Block, Item SPV.0060.01.**

### **A Description**

This special provision describes manufacturing, transporting, and erecting precast concrete bearing blocks in accordance to the plans, the pertinent sections of the standard specifications, and as hereinafter provided.

### **B Materials**

#### **B.1 Concrete**

Use concrete in the precast bearing blocks that meets the following requirements: grade D concrete; minimum compressive strength of 5000 psi at 28 days; and minimum release strength of 4000 psi.

## **B.2 Reinforcing**

Position and space the reinforcement used in the bearing block as given on the plan. Use reinforcement that conforms to the requirements of standard spec 503.2.3.

All external or exposed steel shall be epoxy-coated.

## **B.2 Grout**

Use an approved non-shrink, non-chloride grout mixed and placed in accordance to the grout manufacturer's instructions and specifications.

## **B.5 Plant Certification**

Furnish precast concrete blocks that have been manufactured in a plant meeting the requirements of standard spec 503.2.4.

## **C Construction**

### **C.1 Handling and Storing**

Handle the precast bearing blocks, from the time of fabrication until they are in place in the structure, in accordance to standard spec 503 and as hereinafter specified.

Bearing blocks having cracks visibly apparent will be rejected.

## **D Measurement**

The department will measure Precast Concrete Bearing Block as each individual block, acceptably completed.

## **E Payment**

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

| ITEM NUMBER | DESCRIPTION                    | UNIT |
|-------------|--------------------------------|------|
| SPV.0060.01 | Precast Concrete Bearing Block | Each |

Payment is full compensation for manufacturing, transporting and erecting the bearing blocks.

## **76. Cleaning and Painting Bearings, Item SPV.0060.02.**

### **A Description**

This special provision describes cleaning and painting the existing steel bearings on structures as shown on the plans, as directed by the engineer, and in accordance to standard spec 517.

### **B Materials**

Furnish a complete epoxy coating system from the department's approved product list. Use the same coating system for all repairs due to handling, shipping and erecting, and for all other uncoated areas. The color of epoxy shall be white and the urethane coating material shall match the color number shown on the plans in accordance to Federal Standard Number 595B, as printed in 1989. Supply the engineer with the product data

sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the minimum drying time for shop or field applied coats, and the recommended procedures for coating galvanized bolts, nuts, and washers.

## **C Construction**

### **C.1 Surface Preparation**

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

After clean up and storage of waste material, blast cleaning is allowed for only those areas where paint has been removed. Shield adjacent painted areas during blast cleaning operations. The blasting sand does not have to be collected.

Furnish adequate containment methods as required to contain and collect waste material resulting from the preparation of painted steel surfaces for painting. All cleanup activities should minimize dust. Store waste materials in hazardous waste containers provided by the department.

### **C.2 Coating Application**

Apply paint in a neat, workmanlike manner, and in accordance to the manufacturer's instructions and recommendations. Paint application shall be brushed on.

## **D Measurement**

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

## **E Payment**

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

| ITEM NUMBER | DESCRIPTION                    | UNIT |
|-------------|--------------------------------|------|
| SPV.0060.02 | Cleaning and Painting Bearings | Each |

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

## **77. Preparation and Coating of Existing Stiffeners, Hinges and Webs, Item SPV.0060.03.**

### **A Description**

Thoroughly clean and coat the surface of the portion of the existing stiffeners and webs to be in direct contact with the surface of the proposed cross frames and diaphragms and the existing steel surfaces at the new bolted splices over the existing hinges.

### **B (Vacant)**

### **C Construction**

In accordance to SSPC SP-2 or SP-3, clean all areas of rust and loose paint on the surface of the portion of the existing steel that will be in direct contact with the surface of proposed steel by wire brushing, grinding or other mechanical means. Wash these areas of the existing steel and give them one coat of an approved zinc-rich primer.

Furnish and erect tarpaulins or other materials to collect all of the spent paint containing material resulting from blasting or hand and power tool cleaning and coating. Minimize dust during all clean-up activities. Collect and store waste material at the end of each workday or more often if needed. Containers for the storage of waste materials will be provided in accordance to the article titled "Labeling and Disposal of Waste Material."

Restore to the approval of the engineer all damage to existing painted surfaces as a result of construction operations, at contractor expense.

### **D Measurement**

The department will measure Preparation and Coating of Existing Stiffeners, Hinges, and Webs as each individual existing stiffener, hinge, or web location, acceptably completed.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION   | UNIT |
|-------------|---|------|
| SPV.0060.03 | Preparation and Coating of Existing Stiffeners, Hinges and Webs | Each |

Payment is full compensation for preparing and cleaning the designated surfaces; furnishing and applying the coating; providing a storage area for and storing of the waste material containers.

- 78. Northwind Switch Grass #1 CG, Item SPV.0060.04; Flame Grass #1 CG, Item SPV.0060.05; Elijah Blue Fescue #1 CG, Item SPV.0060.06; Happy Returns Daylily #1 CG, Item SPV.0060.07; Silver Pink Yunique Astilbe #1 CG, Item SPV.0060.08; Autumn Joy Stonecrop #1 CG, Item SPV.0060.09; Pomegranite Yarrow #1 CG, Item SPV.0060.10.**

### **A Description**

This special provision describes furnishing and planting perennials, groundcovers and grasses of the species, varieties and sizes specified, and includes furnishing all necessary, materials, excavation plant holes, transplanting, backfilling, pruning, watering, heeling in, disposing of surplus and waste materials, and necessary care and requirements pending acceptance.

### **B Materials**

Furnish materials in accordance to standard spec 632.3.19.1.

All plants shall be grown within the states of Wisconsin, Minnesota or Michigan located within Zone 4 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publications No. 1475, issued January 2012, unless otherwise approved by the engineer.

#### **C Construction**

Plant specified perennials, groundcovers and grasses according to standard spec 632.3.

#### **D Measurement**

The department will measure Grasses, Stonecrop and Yarrow and Daylily 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.0060.04 | Northwind Switch Grass #1 CG      | Each |
| SPV.0060.05 | Flame Grass #1 CG                 | Each |
| SPV.0060.06 | Elijah Blue Fescue #1 CG          | Each |
| SPV.0060.07 | Happy Returns Daylily #1 CG       | Each |
| SPV.0060.08 | Silver Pink Yunique Astilbe #1 CG | Each |
| SPV.0060.09 | Autumn Joy Stonecrop #1 CG        | Each |
| SPV.0060.10 | Pomegranite Yarrow #1 CG          | Each |

Payment is full compensation for the excavation and subgrade preparations; for disposing of surplus material; for furnishing and installing plant materials.

### **79. Crash Cushions Temporary Left In Place, Item SPV.0060.12.**

#### **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.0060.12 | Crash Cushions Temporary Left In Place | Each |

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

**80. Mobilization Pavement and Structure Repair, Item SPV.0060.13.**

**A Description**

Furnish and mobilize personnel, equipment, traffic control, and materials to the project site to repair the existing pavement, existing bridge decks or Asphaltic Surface Temporary as the engineer directs.

**B (Vacant)**

**C Construction**

Mobilize with sufficient personnel, equipment, traffic control, materials and incidentals on the jobsite within 1 week of the engineer's written order to repair the existing pavement.

**D Measurement**

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

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                                 | UNIT |
|-------------|---|------|
| SPV.0060.13 | Mobilizations Pavement and Structure Repair | Each |

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

## **81. Mobilization Emergency Pavement and Structure Repair, Item SPV.0060.14.**

### **A Description**

Furnish and mobilize personnel, equipment, traffic control, and materials to the project site to repair the existing pavement, existing bridge decks or Asphaltic Surface Temporary on an emergency basis as the engineer directs.

### **B (Vacant)**

### **C Construction**

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

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

### **D Measurement**

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

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION   | UNIT |
|-------------|---|------|
| SPV.0060.14 | Mobilizations Emergency Pavement and Structure Repair | Each |

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

## **82. Existing Pin and Hanger Retrofit, Item SPV.0060.15.**

### **A Description**

This special provision describes retrofitting existing pin and hangers at the hinge joints as shown on the plans, and according to standard spec 506 and as hereinafter provided.

### **B (Vacant)**

### **C (Vacant)**

### **D Measurement**

The department will measure Existing Pin and Hanger Retrofit as a unit, and each unit shall consist of the complete retrofit of one hinge joint on one line of girders.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                      | UNIT |
|-------------|----------------------------------|------|
| SPV.0060.15 | Existing Pin and Hanger Retrofit | Each |

Payment is full compensation for supporting the existing girders at the hinge locations during the retrofit, removing existing pins and plates, and furnishing, fabricating and installing the new material for the retrofit.

## **83. Traffic Control, Vertical Panels, Item SPV.0060.21.**

### **A Description**

This special provision describes the furnishing and installing vertical panels, their supporting posts, and surface-mounted bases in accordance to the MUTCD and pertinent requirements of standard spec 643.

### **B Materials**

Provide vertical panels and flexible supporting posts made of non-metallic material that have a reactive spring so as to be resistant to direct wheel impacts with speeds up to 60 mph, and have the capability of immediately restoring itself to a vertical position when struck by a standard vehicle.

Provide surface-mounted bases having a maximum size of 8 square inches and not hazardous to vehicles.



Provide new and unused vertical panels, supporting posts, and bases.

Provide vertical panels with alternating orange and white reflective stripes in accordance to the MUTCD. Face the panels in the direction of traffic (two-way) as indicated on the plans and have an overall height above the pavement of 36 inches. Provide reflective sheeting with dimensions of 8 inches by 24 inches. Provide reflective sheeting meeting the requirements of standard spec 637.2.2.2 and suitable for use on reboundable traffic control devices. Orient the alternating orange and white stripes to slope downward when facing the panel in the direction traffic is to flow.

#### **C Construction**

Attach vertical panels and supporting posts to the bases in accordance to the manufacturer's recommendations. Fasten bases to the pavement using the manufacturer's recommendations.

#### **D Measurement**

The department will measure Traffic Control Vertical Panels as each individual traffic control vertical panel, acceptably completed.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                     | UNIT |
|-------------|---------------------------------|------|
| SPV.0060.21 | Traffic Control Vertical Panels | Each |

Payment is full compensation for furnishing, installing, and removing the vertical panels, their supporting posts, bases and mounting hardware.

### **84. Aluminum Landscape Edging, Item SPV.0090.01.**

#### **A Description**

This work consists of supplying and installing Aluminum Landscape Edging at the locations as indicated in the plans, as directed by the engineer, and as hereinafter provided.

#### **B Materials**

Furnish black Aluminum Landscape Edging of 3/16-inch by 4-inch commercial grade in a concentric manner within the layouts detailed in plan. Anchor edging with stakes 15-inches in length with maximum 5-foot spacing.

#### **C Construction**

Install aluminum landscaping edging where indicated in plans and according to manufacturer's written instructions.

#### **D Measurement**

The department will measure Aluminum Landscape Edging by the linear foot, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION               | UNIT |
|-------------|---------------------------|------|
| SPV.0090.01 | Aluminum Landscape Edging | LF   |

Payment is full compensation for furnishing and installing Aluminum Landscape Edging, backfilling and properly disposing of surplus material.

**85. 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. Stockpile reusable posts and blocks in engineer-approved locations 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 reusable posts and blocks; and for providing new posts and block; for providing additional hardware as needed, and for installing the salvaged beam guard rail.

## **86. 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 Temporary Precast Left In Place becomes the property of the department upon substantial completion of the project.

### **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 Precast 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 Precast 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.

## **87. Temporary River Access, Item SPV.0105.01.**

### **A Description**

This work includes constructing a temporary access to the Wisconsin River (this does not include fill into the Wisconsin River), such as temporary roads, barges, or any other facility or equipment needed to transport materials and equipment to the construction site. Construction, maintenance, and removal or restoration of these facilities is incidental to the work.

### **B Materials**

All materials used in the work shall be approved by the engineer and conform to the pertinent standard specifications.

## **C Construction**

Causeways are not allowed in the Wisconsin River. Perform pier construction from barges.

It is not anticipated that dredging will be required for temporary access. The contractor will be responsible to receive all necessary regulatory agency approvals should they deem dredging necessary.

Provide a traffic control plan to the engineer two weeks prior to starting work showing acceleration and deceleration lanes for truck entering and exiting STH 29.

Excavate/construct the access ramp from westbound STH 29 to the West Bank of the Wisconsin River to obtain a traversable slope for equipment and delivery vehicles. Address temporary and permanent erosion control requirements for the Temporary River Access in the erosion control implementation plan. No fill into the Wisconsin River has been included in the Corps of Engineers 404 Permit.

Remove and restore the access point from westbound STH 29 to the Wisconsin River (should the contractor choose to construct this access point) upon completion of the project. The area should be restored as closely as possible to its natural state.

The contractor may choose alternate areas for their temporary access. The contractor is responsible for getting alternate locations approved by the appropriate regulatory agencies, and additional environmental studies that may be required. Obtain all required approvals from property owners to access the Wisconsin River. Submit a plan for approval showing proposed dimensions, materials, method, and timetable for access ramp and removal to the department at least 14 days prior to the pre-construction meeting.

No compensation or time extensions will be given for fluctuations in water levels.

## **D Measurement**

The department will measure Temporary River Access as a single complete 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 | Temporary River Access | LS   |

Payment for the Temporary River Access bid item is full compensation for any additional agency coordination and or permitting; installation, maintenance, and removal of erosion control devices; installation, maintenance, and removal of traffic control devices; furnishing, hauling, placing, removing, dredging, excavating, disposing, maintaining access to the river; and restoring the access point as closely to its natural state as possible (or as otherwise specified within this article).

## **88. Crash Cushion Temporary Onsite, Item SPV.0105.03.**

### **A Description**

This special provision describes supplying a Crash Cushion Temporary Onsite at all time during construction.

### **B Materials**

Furnish a Crash Cushion Temporary as specified in standard spec 614.2 on the project site at all times that any Crash Cushion Temporary are installed as part of the contract.

### **C Construction**

The location for the storage of the Crash Cushion Temporary Onsite must be approved by the department. If during the construction of the project an installed Crash Cushion Temporary is damaged due to crashes or accidents, the Crash Cushion Temporary Onsite will be used to replace the damaged Crash Cushion Temporary. A new Crash Cushion Temporary Onsite will be required to be on the project site within 24 hours of the completed replacement. At the end of the project the Crash Cushion Temporary Onsite remains the property of the contractor.

### **D Measurement**

The department will measure Crash Cushion Temporary Onsite as a single complete lump sum unit of work, completed in accordance to the contract and accepted.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                    | UNIT |
|-------------|--------------------------------|------|
| SPV.0105.03 | Crash Cushion Temporary Onsite | LS   |

Payment is full compensation for furnishing a crash cushion temporary. If the Crash Cushion Temporary Onsite is used due to crashes or accidents not initiated by the contractor, the contractor will be paid for installation under Crash Cushion Temporary item.

## **89. Lawn Sprinkler System, Item SPV.0105.05.**

### **A Description**

This special provision describes designing, furnishing, installing, training and testing a lawn sprinkler system as shown on the plans and as hereinafter provided.

### **B Materials**

#### **B.1 Design Requirements**

Provide design for a complete lawn sprinkler system to sprinkle areas as shown on plans.

Provide head to head coverage. Size zones to meet headloss requirements based on a 8 in. diameter supply line located in ground south of railroad. Coordinate the final tap location with the Village of Rothschild. The Village of Rothschild will perform the actual tap, but the contractor must notify the Village of Rothschild 14 days in advance.

Static water pressure at the water main is +/- 80 psi.

Locate controller on pedestal north of sign and connect to electric power.

Provide a self draining curb stop ahead of the connection to the backflow prevention device to aid in the winterization of the system.

## **B.2 Materials, General**

The same brand or manufacturer shall be used for each specific application of valves, fittings, controls, and other equipment.

All materials shall be new and of the quality specified.

All equipment shall be listed, approved, or rated by a nationally recognized testing and rating bureau of recognized manufacturers association responsible of setting industry standards. All electrical equipment and apparatus shall be U.L. listed.

Acceptable sprinkler system manufacturers are Hunter, , or approved equal.

## **B.3 Underground Pipe**

Underground sprinkler piping shall be PVC pipe, except polyethylene pipe may be used for sizes 1-1/2 in. and smaller.

PVC Pipe: PVC pipe, ASTM D1785, Sch. 40, or ASTM D2241, SDR-26, having minimum 160 psi working pressure rating. Joints shall be solvent weld.

Polyethylene Pipe: Flexible polyethylene pipe, ASTM D2239, PE-2306, having a minimum 100 psi working pressure rating. Joints shall be made with PVC or nylon insert fittings with 2 stainless steel clamps per joint.

## **B.4 Sprinkler Heads**

Full and part circle sprinklers shall be gear drive rotary type, designed with an integral check valve for control of line drainage.

Retraction shall be achieved by a heavy duty stainless steel retraction spring. Sprinkler shall have a riser seal and a wiper. Rotation shall be accomplished by a sealed, oil packed gear assembly isolated from water supply. Sprinkler housing shall be of high impact molded plastic with a 3/4-in. NPI connection. Sprinkler shall have a large strainer so as to prevent nozzle clogging. Sprinkler shall be constructed such that it is serviceable from top in that drive assembly, screen, and all internal components are accessible through top of sprinkler without disturbing case installation. Radius reductions shall be adjustable by up

to 25% by means of a radius adjustment screw accessible from top of cap when sprinkler is properly installed.

Heads shall be mounted on three-way swing joints.

Degree of arc shall be as required to meet configuration of area to be sprinkled.

Provide fully adjustable irrigation heads sized appropriately to the surface area to be watered. Do not undersize head or overdrive the nozzle with excessive pressure.

#### **B.5 Remote Control Valves**

1-1/2-in. and 2-in. valves shall be of globe configuration with a 2-in. female pipe thread inlet and outlet connections. Diaphragm shall be of rubber construction to retain flexibility and provide maximum sealing throughout its area. Valves shall have a hand-operated, rising-type flow control stem with control wheel/handle. All parts shall be serviceable without removing valve from line. Valves shall be installable at any angle without affecting valve operation. Valve friction loss shall not exceed 5 psi.

#### **B.6 Valve Boxes**

Plastic valve box for each buried valve of appropriate size and type. Valve box shall provide adequate space for valve maintenance.

#### **B.7 Quick Coupling Valves / Winterizing System**

3/4-in. quick coupling valve with matching key.

#### **B.8 Automatic Controller**

Low voltage, solid state controller manufactured expressly for control of automatic valves for lawn sprinkler systems.

Provide a controller with minimum of 12 stations.

Provide a wireless remote control system that will complement the system. Provide two transmitters for the operation of the system.

Controller shall have capacity to assign from 5 minutes to 60 minutes of run time to any station and shall have a minimum of two programs. Timing shall be accomplished by solid state means.

Controller shall have choice of scheduling on basis of seven-day calendar, 1 to 7 day interval, and odd/even with 365 day calendar. Include a moisture sensor or other water conservation system to shut off water during rain.

A pump/master valve circuit shall be provided to activate a remote pump start relay to run pump during sprinkling cycle or to use with a master valve to pressurize system during sprinkling cycle.

Controller enclosure shall be enameled-steel or stainless steel sheet metal, pedestal mounted, NEMA 250, Type 4, weatherproof, with locking cover and two keys.

#### **B.9 Control Wire**

Electric control lines from controller to automatic valves shall be 24 volt solid, direct burial wire, minimum 14 gage.

#### **B.10 Tracer Wire**

Tracer wire shall be No. 14 AWG solid single copper wire with blue plastic coating. Tracer wire splices shall be made with inline resin splice kits.

#### **B.11 Backflow Preventer**

State approved, testable backflow prevention device for lawn sprinkler systems.

#### **B.12 Permits, Licenses, and Certificates**

Procure permits and licenses, pay all charges and fees, and give notices necessary for proper and lawful prosecution of work. Obtain certificates required to show that work has been performed in accordance to applicable codes, rules, and regulations.

Arrange and pay for inspections required for work under this section.

#### **B.13 Submittals**

Shop Drawings: Submit shop drawings (to scale), product data, and design calculations for lawn sprinkler system a minimum of 60 calendar days prior to ordering materials.

O/M Manuals: Submit O/M manuals for all equipment.

Permits and Approvals: Submit copies of permits and code approvals.

Record Drawings: Submit record drawings showing complete layout of sprinkler heads, valves, drains, and pipe lines. Record horizontal and vertical dimensions to all items from permanent reference points. Make and record measurements to nearest 0.5 foot.

#### **B.14 Extra Materials**

Furnish 6 extra sprinkler heads and nozzles of each type used.

### **C Construction**

#### **C.1 Excavating and Backfilling**

Excavate as required for the proper installation of work.

Backfill trenches with material free from rock, large stone or other material which may damage pipe. Compact backfill material in 6-in. layers to finish grade to the density of surrounding undisturbed soil.

Backfill of trenches containing plastic piping when pipe is cool.



## **C.2 Pipe Installation**

Underground pipe shall be installed with a minimum depth of cover of 18 in. for main lines under constant pressure and 12 in. for lateral lines.

Install pipe in accordance to manufacturer's recommendation.

Securely cap piping at the end of each day's work to prevent entrance of foreign material. Flush piping before installation of heads and valves.

Install tracer wire through each zone from valve to last sprinkler head.

Bore pipe under Business 51 southbound lanes. Avoid existing utilities during boring operations.

## **C.3 Valve and Accessory Installation**

Install buried valves in valve boxes. Provide union on downstream side. Locate valves at least 12 in. from walks, buildings, walls, and other boundaries.

Install winterizing system.

## **C.4 Head Installation**

Locate heads as necessary to avoid plantings and other obstructions. Direct water toward plants without excessive pressure against plant or plant stem.

Irrigation head alignment needs to avoid spraying into traffic lanes.

Install heads at manufacturer's recommended height and adjust for proper distribution.

## **C.5 Automatic Controller and Wiring Installation**

Locate controller in general location shown with exact placement to be determined at jobsite by owner.

Label control lines at controller with permanent non-fading labels indicating identification number of valve controlled.

Run wiring along supply line piping wherever practical. Tie wires in bundles at 10 foot intervals. Place on bottom side of pipe (minimum depth of 12 in.).

Run control wire to each valve without interruption. Common wires may be spliced at valves only.

Make connections and splices by crimping base wires with brass connectors and sealing with epoxy resin sealer packs.

Provide 24 in. minimum wiring loop at each control valve and splice location. Coil loops neatly in boxes.

### **C.6 Casing Pipes**

Pipe and wiring passing under existing or future paving and other construction shall be encased in PVC plastic casing pipe extending at least 12 in. beyond edges of paving or construction. Minimum cover on casing pipes shall be 12 in.

### **C.7 Tests and Adjustments**

Conduct tests of systems as required by codes, regulatory agencies, and this specification. Notify engineer and regulatory agencies prior to conducting tests.

Apply a hydrostatic test of 100 psi to main line (pump/master valve to control valves).

Test complete system under full line pressure.

All necessary testing equipment shall be furnished by contractor.

After completion of grading, sodding or seeding, and rolling of grass areas, carefully adjust lawn sprinkler heads so that they will be flush with or not more than 1/2 in. above finish grade.

### **C.8 Manufacturer Services**

Train Village of Rothschild's personnel on operation and maintenance of system.

Following installation and prior to first winter, drain system and, the following spring, (prior to the contract completion date) put system into operation without additional cost to Village of Rothschild.

### **C.9 Layout**

Stake out locations of all pipes, sprinkler heads, valves, and couplers. If required by the location of an adjacent utility, expose the facility. Adjust the final location Lawn Sprinkler System in the field to avoid existing utility lines. Coordinate alternate layout with the engineer. Obtain approval of staked locations from engineer before installing.

All work required to layout, stake, expose existing utilities, as necessary, and coordinate alternative Lawn Sprinkler System layout is incidental to the contract work.

### **D Measurement**

The department will measure Lawn Sprinkler System 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.0105.05 | Lawn Sprinkler System | LS   |

Payment is full compensation for designing lawn sprinkler system for the criteria specified; furnishing and installing all materials; staking location; exposing utilities; directional boring; testing and adjusting the system; and training Village of Rothschild's personnel.

**90. Protecting Fiber Optic Line Removing Old Structure and Concrete Masonry, Item SPV.0105.06.**

**A Description**

This special provision describes protecting the existing fiber optic facility attached to Structure B-37-136 from damage while performing all phases of the work other than structure repainting. Additional protection necessary to prevent damage during all work associated with bridge painting shall be included in a separate bid item.

**B Materials**

Furnish materials to adequately protect the fiber optic facility during performance of the proposed work.

**C Construction**

The fiber is installed into a fiberglass 4 inch conduit with a minimum impact resistance value of SW-60 and pipe stiffness value of SW-140. A copy of the product data sheet for the fiberglass conduit and the support bracket/abutment attachment details are available from the region office by contacting Mark Steidl at (715) 421-8043.

Protect the fiber optic facility by modifying construction methods, installing temporary protection devices, or taking special precautions during the construction activities. Sixty calendar days prior to beginning the work, provide the engineer, for review, a detailed plan indicating the proposed method for protecting the fiber optic facility.

Should damage occur to the fiber optic facility, including any denting or cracking of the conduit, as a result of the work, notify the utility immediately. All repairs to the fiber optic facility will be made by the utility. All costs associated with repair of the damaged fiber optic facility are the responsibility of the contractor.

Provide the means necessary to conduct a pre and post construction visual inspection of the fiber optic facility. Inspection shall include representatives from the utility, the department, and the contractor. Notify the utility 30 days prior to performing the inspections.

The utility contact information for inspections and damage is:

Packerland Broadband  
Wayne Cretton  
105 Kent St  
PO Box 190  
Iron Mountain MI  
E-mail [wayne.cretton@packerlandbroadband.com](mailto:wayne.cretton@packerlandbroadband.com)  
Cell (906) 282-3768

**D Measurement**

The department will measure Protecting Fiber Optic Line Removing Old Structure and Concrete Masonry 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.0105.06 | Protecting Fiber Optic Line Removing Old Structure and Concrete Masonry | LS   |

Payment is full compensation for providing all additional effort necessary to protect the fiber optic facility including developing the method of protection, providing all necessary materials, installing, removing, and disposing of all materials required to protect the fiber optic facility, providing the means necessary to conduct and participate in inspections, and for furnishing all necessary scheduling and coordinating with the utility.

**91. Protecting Fiber Optic Line Structure Repainting, Item SPV.0105.07.****A Description**

This special provision describes protecting the existing fiber optic facility attached to Structure B-37-136 from damage while performing all phases of structure repainting.

**B Materials**

Furnish materials to adequately protect the fiber optic facility during performance of the proposed work.

**C Construction**

The fiber is installed into a fiberglass 4 inch conduit with a minimum impact resistance value of SW-60 and pipe stiffness value of SW-140. A copy of the product data sheet for the fiberglass conduit and the support bracket/abutment attachment details are available from the region office by contacting Mark Steidl at (715) 421-8043

Protect the fiber optic facility by modifying construction methods, installing temporary protection devices, or taking special precautions during the construction activities. Sixty calendar days prior to beginning the work, provide the engineer, for review, a detailed plan indicating the proposed method for protecting the fiber optic facility.

Should damage occur to the fiber optic facility, including any denting or cracking of the conduit, as a result of the work, notify the utility immediately. All repairs to the fiber optic facility will be made by the utility. All costs associated with repair of the damaged fiber optic facility are the responsibility of the contractor.

Provide the means necessary to conduct a pre and post structure repainting visual inspection of the fiber optic facility. Inspection shall include representatives from the utility, the department, and the contractor. Notify the utility 30 days prior to performing the inspections.

The utility contact information for inspections and damage is:

Packerland Broadband  
Wayne Cretton  
105 Kent St  
PO Box 190  
Iron Mountain MI  
E-mail [wayne.cretton@packerlandbroadband.com](mailto:wayne.cretton@packerlandbroadband.com)  
Cell 906-282-3768

#### **D Measurement**

The department will measure Protecting Fiber Optic Line Structure Repainting 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.0105.07 | Protecting Fiber Optic Line Structure Repainting | LS   |

Payment is full compensation for providing all additional effort necessary to protect the fiber optic facility including developing the method of protection, providing all necessary materials, installing, removing, and disposing of all materials required to protect the fiber optic facility, providing the means necessary to conduct and participate in inspections, and for furnishing all necessary scheduling and coordinating with the utility.

### **92. Landscape Surveillance and Care Cycle, Item SPV.0105.08.**

#### **A Description**

Perform this work in accordance to standard spec 632 and as hereinafter provided.

#### **B (Vacant)**

#### **C Construction**

*Replace standard spec 632.3.18.1.1 as follows:*

A plant establishment period of one year shall follow the completion of planting. A care cycle period extending to October 15, 2016 shall follow the establishment period.

*Delete standard spec 632.3.19.1(2) and replace with the following:*

Proper care of plants consists of watering, weeding, cultivating, pruning, spraying, tightening braces and guys, retying wrapping, re-mulching, and other work necessary to keep the plants in a neat appearance and healthy growing condition. In addition to the watering required for planting under standard spec 632.3.7, during the first six weeks after planting, defined as the initial establishment period, perform complete watering at 7-day intervals. After the initial establishment period, perform care cycle maintenance at a 10-day to 14-day interval, defined as a care cycle, until October 15, 2016. The engineer may order additional watering at any time during the plant establishment period if conditions require.

*Replace standard spec 632.3.19.2 with the following:*

If the care specialist fails to perform any portion of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$500 to cover the cost of performing the work with other forces. The department will assess these damages for each calendar day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

*Replace standard spec 632.3.19.1 (10) with the following:*

Provide one qualified person, called the care specialist, responsible for inspecting and performing the required care. Supply evidence the care specialist has at least two years of experience in caring for and maintaining trees, shrubs, and perennials of similar nature to this project and general knowledge of plant care. Also provide other personnel, vehicles, equipment, tools, and materials needed to accomplish the inspection and care. Have the care specialist do the following:

1. Perform care requirements to the satisfaction of the engineer a minimum of once every two weeks.
2. Prior to beginning plantings, provide the engineer a detailed schedule indicating planned maintenance times and activities for each care cycle throughout the plant establishment period. Notify the engineer of any schedule changes at least two days before the beginning of each care cycle.
3. Develop and maintain a written report after each care cycle. Ensure that the report documents the work performed during each care cycle; the number, type, and location of each plant that was removed or marginal; and other information the engineer or the specialist deems appropriate. Immediately upon request, provide the engineer an updated report for review.

#### **D Measurement**

The department will measure Landscape Surveillance and Care Cycle as a single complete lump sum unit of work.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                           | UNIT |
|-------------|---------------------------------------|------|
| SPV.0105.08 | Landscape Surveillance and Care Cycle | LS   |

Payment for Landscape Planting Surveillance and Care Cycles is full compensation for furnishing all the work required under this bid item. The department will assess damages under the Failing to Perform Landscape Surveillance administrative item for failing to perform the required surveillance and care as specified in standard spec 632.3.19.2.

For contracts with a one growing season plant establishment period, the department will pay 50 percent of the contract value for work associated with Landscape Planting Surveillance and Care Cycles midway through the growing season and upon completion of the growing season.

**93. Removing Sign Bridge S-37-0077, Item SPV.0105.30.****A Description**

This special provision describes removing sign bridge S-37-0077 at approximately Station 134+72 WB in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

**B (Vacant)****C Construction**

Remove sign bridge and concrete footings, backfill the resulting holes, and dispose of all materials outside of the right-of-way in accordance to standard specs 204.3 and 638.3.

**D Measurement**

The department will measure Removing Sign Bridge 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.0105.30 | Removing Sign Bridge S-37-0077 | 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.

#### **94. Water for Seeded Areas, Item SPV.0120.01.**

##### **A Description**

This special provision describes furnishing, hauling and applying water to seeded areas as directed by the engineer, and as hereinafter provided.

##### **B Materials**

Furnish water that is in accordance to the pertinent requirements of standard spec 624.

Use clean water, free of impurities or substances that might injure the seed.

##### **C Construction**

Water the seeded area in accordance to standard spec 624 except as hereinafter modified.

If rainfall is not sufficient, keep all seeded areas thoroughly moist by watering or sprinkling to maintain a moist soil condition for the first 30 days after seeding. Apply water in a manner to preclude washing or erosion. Do not leave topsoil un-watered for more than 3 days during this 30-day period unless the engineer determines that it is excessively wet and does not require watering. The equivalent of one inch of rainfall per week shall be considered the minimum.

##### **D Measurement**

The department will measure Water for Seeded Areas by volume in thousand gallon units (MGAL), acceptably completed. The department will determine volume by engineer-approved meters or from tanks of known capacity.

##### **E Payment**

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

| ITEM NUMBER | DESCRIPTION            | UNIT |
|-------------|------------------------|------|
| SPV.0120.01 | Water for Seeded Areas | MGAL |

Payment is full compensation for furnishing, hauling, and applying the water.  
(NCR 630.04-05202013)

#### **95. Topsoil Special, Item SPV.0180.04.**

##### **A Description**

Perform this work in accordance to standard spec 625 and as hereinafter provided.

##### **B Materials**

Furnish materials in accordance to standard spec 625.2(2).

##### **C Construction**

Perform work in accordance to standard spec 625.3, except that standard spec 625.3.3 (1) is modified to require a minimum depth of 8-inches, instead of 4-inches.



**D Measurement**

The department will measure Topsoil Special by the square yard, acceptably completed. Measurement of Topsoil Special shall be according to standard spec 625.4.2.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION     | UNIT |
|-------------|-----------------|------|
| SPV.0180.04 | Topsoil Special | SY   |

Payment of Topsoil Special is full compensation according to standard spec 652.5.2.

**96. Wood Mulch, Item SPV.0180.05.****A Description**

Conform to the requirements of standard spec 632 and as hereinafter provided.

**B Materials**

Mulch shall be shredded hardwood mulch or chips aged to a minimum of 12 months. Mulch shall be free of foreign material, including plant material.

**C Construction**

Install with a minimum depth of 3 inches.

**D Measurement**

The department will measure Wood Mulch, by the square yards, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-------------|------|
| SPV.0180.05 | Wood Mulch  | SY   |

Payment is full compensation for furnishing and installing all materials.

**97. Preparing Topsoil for Lawn Type Turf, Item SPV.0180.06.****A Description**

This special provision describes preparing the bed of topsoil or salvaged topsoil, for seeding or placing sod, in areas designated by the plan.

**B (Vacant)****C Construction**

Prepare and finish the subgrade so that rocks, concrete debris, or wood larger than three inches in diameter are not present within 1 foot of the finished surface of the topsoil.

Remove or break down all clods and lumps in the topsoil by using harrows or discs, screening, or other appropriate methods to provide a uniformly textured soil, in which 100 percent of the topsoil passes a one-inch sieve and at least 90 percent passes a No. 10 sieve.

Remove rocks, twigs, clods, and other foreign material that will not break down, and dress the entire surface to present a uniform appearance.

Shape the topsoil so that the horizontal or sloped surface between any two points ten feet apart does not vary by more than one inch. Roll with a turf type roller to a uniform minimum compacted depth of 6 inches.

Shape and compact the topsoil adjacent to pavements, sidewalks and curbs to 1 inch below the top of the abutting surface. Before seeding, correct locations that vary by more than 1/4-inch.

#### **D Measurement**

The department will measure Preparing Topsoil for Lawn Type Turf 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 |
|-------------|--------------------------------------|------|
| SPV.0180.06 | Preparing Topsoil for Lawn Type Turf | SY   |

Payment is full compensation for preparing the subgrade and topsoil bed for sod or seed as described above.

(NCR 625.01-07162013)

### **98. Walleye Spawning Surface Material, Item SPV.0195.01.**

#### **A Description**

Place walleye spawning surface material to fill riprap voids as shown in the plans and as hereinafter provided.

#### **B Materials**

Furnish material that is in accordance to the gradation requirements hereinafter set forth.

| Sieve Size | Percent Passing |
|------------|-----------------|
| 8 inch     | 100             |
| 4 inch     | 25-35           |
| 2 inch     | 0-5             |

#### **C Construction**

Place the material after the heavy riprap has been completed. Place material such that voids in the finished surface are three inches or less in any dimension.

**D Measurement**

The department will measure Walleye Spawning Surface Material 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.0195.01 | Walleye Spawning Surface Material | Ton  |

Payment is full compensation for providing, placing, and shaping the material.

**99. Cold Patch, Item SPV.0195.02.****A Description**

This special provision describes furnishing, stockpiling, placing, and maintaining cold patch material. The cold patch material shall be used for short term maintenance purposes to fill potholes/voids in the existing pavement surface that the engineer deems necessary.

**B Materials****B.1 General**

Furnish cold patch that is a combination of course aggregate, natural sand and bituminous material MC-250. The mixture shall be designed to have a workability range of 15°F-100° F without the addition of heat. The mixture shall have good adhesion to wet surfaces and be resistant to damage by water, salt and deicing products. The mixture shall be uniform and not require any mixing or special handling prior to use.

**B.2 Gradations**

Conform to the following gradation requirements:

| SIEVE SIZE       | PERCENT PASSING<br>(by weight) |
|------------------|--------------------------------|
| 3/8 Inch (9.5mm) | 96 - 100                       |
| No.4 (4.75 mm)   | 76 - 82                        |
| No. 8 (2.38mm)   | 50 - 60                        |
| No. 50 (.297mm)  | 15 - 20                        |
| No. 200 (.075mm) | 2 - 5                          |
| Bitumen          | 4.8 - 5.2                      |

**C Construction****C.1 General**

Choose a smooth, firm, and well-drained area for an on-site stockpile that is cleared of vegetation and foreign material that may contaminate the cold patch. The stockpile shall be easily accessible and able to be maintained and replenished at any time during the duration of the project.

Application of the cold patch must be able to be accomplished by hand labor. Prior to filling any potholes/voids all ponded water and loose debris shall be removed. Place material into the pothole/void and compact flush with a tamper, roller, or vehicle tire. Traffic must be able to travel over the patch immediately after installation.

**D Measurement**

The department will measure Cold Patch by the ton stockpiled on site, 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.0195.0001 | Cold Patch  | Ton  |

Payment for Cold Patch is full compensation for the patch; furnishing and providing a stockpile of material; preparing the pothole/void for material placement, stockpiling, placing, compacting, and maintaining, and all incidentals necessary to complete the contract work.

**100. Joint Patching, Item SPV.0195.03.**

**A Description**

Clean loose debris from joints and potholes as marked by the engineer and patch with asphaltic material.

**B Materials**

Fill in voided areas with Asphaltic Material in accordance to standard spec 465.2. Furnish asphaltic material meeting the requirements specified for Type E-3 under standard spec 460.2.

**C Construction**

Joint Patching includes removing loose debris in joint and potholes by means of hand tools, and place the asphaltic material in cleaned voided areas and compact flush to adjacent concrete.

**D Measurement**

The department will measure Joint Patching 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.0195.03 | Joint Patching | Ton  |

Payment of the Joint Patching is full compensation for removing and disposing of all loose or spalled concrete or asphaltic patching, for cleaning joints, and cracks; for preparing the void/pothole/foundation; for providing the asphaltic mixture for placing and compacting the mixture; and all incidentals necessary to complete the contract work.

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

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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 12 (number) TrANS Graduate(s) be utilized on this contract.

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 7 (number) TrANS Apprentice(s) be utilized on this contract.

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

## ***I. RATIONALE AND SPECIAL NOTE***

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

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

## ***II. IMPLEMENTATION***

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

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

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

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

#### **IV. TRANS TRAINING**

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

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

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

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

#### **V. APPRENTICESHIP TRAINING**

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



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

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

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

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

### ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### 1. Description

##### General

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

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

#### 2. Definitions

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

#### 3. DBE Percentage Required at Bid Submission

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

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

#### **4. Department's DBE Evaluation Process**

##### **a. Documentation Submittal**

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

##### **i. Bidder Meets DBE Goal**

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

##### **ii. Bidder Does Not Meet DBE Goal**

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

#### **5. Department's Criteria for Good Faith Effort**

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

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

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

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

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

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GFW SAMPLE MEMORANDUM

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**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](mailto: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 <sup>[1]</sup>   |
|---|--|
| 1. Commercial general liability insurance endorsed to include blanket contractual liability coverage. <sup>[2]</sup>  | \$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:<br>\$100,000 each accident<br>Bodily injury by disease:<br>\$500,000 each accident<br>\$100,000 each employee |
| 4. Commercial automobile liability insurance covering all contractor-owned, non-owned, and hired vehicles used in carrying out the contract. <sup>[2]</sup> | \$1 million-combined single limits per occurrence.   |

<sup>[1]</sup> The contractor may satisfy these requirements with primary insurance coverage or with excess/umbrella policies.

<sup>[2]</sup> 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 <sup>[1]</sup> | 15.0 <sup>[2]</sup> | 16.0        | 17.0        |

<sup>[1]</sup> 14.5 for E-3 mixes.

<sup>[2]</sup> 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 <sup>6</sup> (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)<br>(sodium sulfate, max % loss)                   | 12                         | 12                     | 12                         | 12                         | 12                         | 12                         | 12               |
| Freeze/Thaw (AASHTO T103)<br>(specified counties, max % loss)             | 18                         | 18                     | 18                         | 18                         | 18                         | 18                         | 18               |
| Fractured Faces (ASTM 5821)<br>(one face/2 face, % by count)              | 60 / —                     | 65 / —                 | 75 / 60                    | 85 / 80                    | 98 / 90                    | 100/100                    | 100/90           |
| Flat & Elongated (ASTM D4791)<br>(max %, by weight)                       | 5<br>(5:1 ratio)           | 5<br>(5:1 ratio)       | 5<br>(5:1 ratio)           | 5<br>(5:1 ratio)           | 5<br>(5:1 ratio)           | 5<br>(5:1 ratio)           | 20<br>(3:1ratio) |
| Fine Aggregate Angularity<br>(AASHTO T304, method A, min)                 | 40                         | 40                     | 43                         | 45                         | 45                         | 45                         | 45               |
| Sand Equivalency<br>(AASHTO T176, min)                                    | 40                         | 40                     | 40                         | 45                         | 45                         | 50                         | 50               |
| Gyratory Compaction   |                            |                        |                            |                            |                            |                            |                  |
| Gyrations for N <sub>ini</sub>  | 6                          | 7                      | 7                          | 8                          | 8                          | 9                          | 8                |
| Gyrations for N <sub>des</sub>  | 40                         | 60                     | 75                         | 100                        | 100                        | 125                        | 65               |
| Gyrations for N <sub>max</sub>  | 60                         | 75                     | 115                        | 160                        | 160                        | 205                        | 160              |
| Air Voids, %V <sub>a</sub><br>(%G <sub>mm</sub> N <sub>des</sub> )        | 4.0<br>(96.0)              | 4.0<br>(96.0)          | 4.0<br>(96.0)              | 4.0<br>(96.0)              | 4.0<br>(96.0)              | 4.0<br>(96.0)              | 4.0<br>(96.0)    |
| % G <sub>mm</sub> N <sub>ini</sub>  | <= 91.5 <sup>[1]</sup>     | <= 90.5 <sup>[1]</sup> | <= 89.0 <sup>[1]</sup>     | <= 89.0                    | <= 89.0                    | <= 89.0                    | —                |
| % G <sub>mm</sub> N <sub>max</sub>  | <= 98.0                    | <= 98.0                | <= 98.0                    | <= 98.0                    | <= 98.0                    | <= 98.0                    | —                |
| Dust to Binder Ratio <sup>[2]</sup><br>(% passing 0.075/P <sub>be</sub> ) | 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<br>(VFB or VFA, %)                               | 68 - 80 <sup>[4] [5]</sup> | 65 - 78 <sup>[4]</sup> | 65 - 75 <sup>[3] [4]</sup> | 65 - 75 <sup>[3] [4]</sup> | 65 - 75 <sup>[3] [4]</sup> | 65 - 75 <sup>[3] [4]</sup> | 70 - 80          |
| Tensile Strength Ratio (TSR)<br>(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<br>Temperature (%)                                | —                          | —                      | —                          | —                          | —                          | —                          | 0.30             |

<sup>[1]</sup> The percent maximum density at initial compaction is only a guideline.

<sup>[2]</sup> 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.

<sup>[3]</sup> For 9.5mm and 12.5 mm nominal maximum size mixtures, the specified VFB range is 70 - 76%.

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

<sup>[5]</sup> 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 <sup>[1]</sup> | - 0.5      | - 0.2          |

<sup>[1]</sup> 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.

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**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.

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**Errata**

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*Make the following corrections to the 2014 edition of the standard specifications:*

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**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 1<sup>st</sup> 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.

**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  
MARATHON 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<br/>BASIC RATE<br/>OF PAY</u> | <u>HOURLY<br/>FRINGE<br/>BENEFITS</u> | <u>TOTAL</u> |
|---|---|---------------------------------------|--------------|
|   | \$                                      | \$                                    | \$           |
| Bricklayer, Blocklayer or Stonemason  | 35.58                                   | 19.20                                 | 54.78        |
| Carpenter   | 30.16                                   | 15.31                                 | 45.47        |
| Cement Finisher   | 30.52                                   | 15.84                                 | 46.36        |
| Electrician   | 28.61                                   | 16.60                                 | 45.21        |
| 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  | 30.90                                   | 19.11                                 | 50.01        |
| Line Constructor (Electrical)   | 31.29                                   | 15.34                                 | 46.63        |
| Painter   | 21.87                                   | 13.96                                 | 35.83        |
| Pavement Marking Operator   | 24.10                                   | 19.28                                 | 43.38        |
| Piledriver  | 30.66                                   | 15.31                                 | 45.97        |
| Roofer or Waterproofing   | 21.50                                   | 3.42                                  | 24.92        |
| Teledata Technician or Installer  | 21.26                                   | 11.75                                 | 33.01        |
| Tuckpointer, Caulker or Cleaner   | 23.41                                   | 14.64                                 | 38.05        |
| Underwater Diver (Except on Great Lakes)  | 37.45                                   | 19.45                                 | 56.90        |
| Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY  | 33.35                                   | 14.21                                 | 47.56        |
| Light Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY  | 35.50                                   | 15.09                                 | 50.59        |
| Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY  | 25.94                                   | 13.57                                 | 39.51        |
| Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY  | 24.08                                   | 12.96                                 | 37.04        |
| Groundman - ELECTRICAL LINE CONSTRUCTION ONLY   | 21.75                                   | 11.90                                 | 33.65        |

| <u>TRADE OR OCCUPATION</u>  | <u>HOURLY<br/>BASIC RATE<br/>OF PAY</u> | <u>HOURLY<br/>FRINGE<br/>BENEFITS</u> | <u>TOTAL</u> |
|---|---|---------------------------------------|--------------|
|   | \$                                      | \$                                    | \$           |
| <b>TRUCK DRIVERS</b>  |   |                                       |              |
| 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.<br>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.<br>See DOT's website for details about the applicability of this night work premium at:<br><a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> . |   |                                       |              |
| Pavement Marking Vehicle  | 23.99                                   | 14.70                                 | 38.69        |
| 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.<br>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.<br>DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). |       |       |       |
| Asbestos Abatement Worker  | 24.51 | 15.18 | 39.69 |
| 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.<br>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.<br>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)   | 15.00 | 2.62  | 17.62 |
| Railroad Track Laborer   | 13.00 | 2.99  | 15.99 |

**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 | 35.22 | 19.90 | 55.12 |
|--|-------|-------|-------|



| <b>TRADE OR OCCUPATION</b>   | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|--|---|---------------------------------------|--------------|
|  | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| 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).<br>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.<br>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.<br>See DOT's website for details about the applicability of this night work premium at:<br><a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .   |   |                                       |              |
| 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.<br>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.<br>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.<br>See DOT's website for details about the applicability of this night work premium at:<br><a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .   | 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.<br>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.<br>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.<br>See DOT's website for details about the applicability of this night work premium at:<br><a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> . | 34.22                                   | 19.90                                 | 54.12        |
| Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete   | 33.96                                   | 19.90                                 | 53.86        |

| <b><u>TRADE OR OCCUPATION</u></b>  | <b><u>HOURLY<br/>BASIC RATE<br/>OF PAY</u></b> | <b><u>HOURLY<br/>FRINGE<br/>BENEFITS</u></b> | <b><u>TOTAL</u></b> |
|--|--|--|---------------------|
|  | <b>\$</b>                                      | <b>\$</b>                                    | <b>\$</b>           |
| 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.<br>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.<br>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.<br>See DOT's website for details about the applicability of this night work premium at:<br><a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> . |  |  |                     |
| Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.<br>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.<br>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.<br>See DOT's website for details about the applicability of this night work premium at:<br><a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .  | 34.22  | 19.90  | 54.12               |
| Fiber Optic Cable Equipment.   | 16.00  | 2.85   | 18.85               |

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<br>Rates | Fringe<br>Benefits |   |             | Basic Hourly<br>Rates | Fringe<br>Benefits |
|--------------------------|---|-----------------------|--------------------|---|-------------|-----------------------|--------------------|
|                          |   |                       |                    | <u>Truck Drivers:</u>   |             |                       |                    |
| Group 1:                 | General Laborer; Tree Trimmer; Conduit Layer;<br>Demolition and Wrecking Laborer; Guard Rail, Fence<br>and Bridge Builder; Landscaper, Multiplate Culvert<br>Assembler; Stone Handler; Bituminous Worker (Shoveler,<br>Loader, Utility Man); Batch Truck Dumper; or Cement Handler;<br>Bituminous Worker; (Dumper, Ironer, Smoother, Tamper);<br>Concrete Handler ..... | \$29.04 .....         | 14.53              | 1 & 2 Axles .....   | 23.82 ..... | 18.32                 |                    |
| Group 2:                 | Air Tool Operator; Joint Sawyer and Filler (Pavement);<br>Vibrator or Tamper Operator (Mechanical Hand Operated); .....   | 29.14 .....           | 14.53              | Three or More Axles; Euclids, Dumptor &<br>Articulated, Truck Mechanic..... | 23.97 ..... | 18.32                 |                    |
| Group 3:                 | Bituminous Worker (Raker and Luteman); Formsetter<br>(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              |   |             |                       |                    |

CLASSES OF LABORER AND MECHANICS

|                                      |             |       |
|--------------------------------------|-------------|-------|
| Bricklayer .....                     | 31.34 ..... | 16.05 |
| Carpenter .....                      | 30.48.....  | 15.80 |
| Millwright .....                     | 32.11.....  | 15.80 |
| Piledriverman .....                  | 30.98.....  | 15.80 |
| Ironworker .....                     | 31.50 ..... | 20.03 |
| Cement Mason/Concrete Finisher ..... | 31.52 ..... | 16.30 |
| Electrician .....                    | See Page 3  |       |
| Line Construction                    |             |       |
| Lineman.....                         | 38.25 ..... | 18.00 |
| Heavy Equipment Operator .....       | 34.43 ..... | 16.71 |
| Equipment Operator.....              | 30.60 ..... | 15.41 |
| Heavy Groundman Driver.....          | 26.78 ..... | 14.11 |
| Light Groundman Driver .....         | 24.86 ..... | 13.45 |
| Groundsman.....                      | 21.04 ..... | 12.16 |
| Painters .....                       | 23.37 ..... | 11.52 |
| Well Drilling:                       |             |       |
| Well Driller.....                    | 16.52.....  | 3.70  |

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0, dated January 3, 2014.

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:<br>EPA Level "A" protection - \$3.00 per hour<br>EPA Level "B" protection - \$2.00 per hour<br>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 -  | DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES  |
| Area 8                                     |  |                |           |  |
| Electricians.....                          | 30.60  | 24.95% + 10.33 | 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 9:                                    |  |                |           |  |
| Electricians.....                          | 32.94  | 18.71          | Area 10 - | CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES   |
| Area 10 .....                              | 28.97  | 19.55          | Area 11 - | DOUGLAS COUNTY   |
| Area 11 .....                              | 31.91  | 23.60          | Area 12 - | RACINE (except Burlington township) COUNTY   |
| Area 12 .....                              | 32.87  | 19.23          | Area 13 - | MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES   |
| Area 13 .....                              | 32.82  | 22.51          | Area 14 - | Statewide.   |
| Teledata System Installer                  |  |                | 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.  |
| Area 14                                    |  |                |           |  |
| Installer/Technician .....                 | 21.89  | 11.83          |           |  |
| Sound & Communications                     |  |                |           |  |
| Area 15                                    |  |                |           |  |
| 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)   |                |           |  |

**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>

**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:  
20140311021PROJECT(S):  
1053-02-74  
1053-02-75  
1053-05-60FEDERAL ID(S):  
WISC 2014077  
WISC 2014078  
N/A

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|---------------------|----------------------------------|------------|-----|------------|-----|
|            |                     |                                  | DOLLARS    | CTS | DOLLARS    | CTS |

## SECTION 0001 ROADWAY ITEMS

|      |  |               |      |  |   |  |
|------|--|---------------|------|--|---|--|
| 0010 | 201.0105 CLEARING  | 37.000<br>STA | .    |  | . |  |
| 0020 | 201.0205 GRUBBING  | 37.000<br>STA | .    |  | . |  |
| 0030 | 203.0100 REMOVING SMALL<br>PIPE CULVERTS   | 8.000<br>EACH | .    |  | . |  |
| 0040 | 203.0200 REMOVING OLD<br>STRUCTURE (STATION) 01.<br>STA. 125+82.92 WB                  | LUMP          | LUMP |  | . |  |
| 0050 | 203.0200 REMOVING OLD<br>STRUCTURE (STATION) 02.<br>STA. 125+08.64 EB                  | LUMP          | LUMP |  | . |  |
| 0060 | 203.0200 REMOVING OLD<br>STRUCTURE (STATION) 03.<br>20+34.04                           | LUMP          | LUMP |  | . |  |
| 0070 | 203.0200 REMOVING OLD<br>STRUCTURE (STATION) 04.<br>STA. 20+57.30                      | LUMP          | LUMP |  | . |  |
| 0080 | 203.0210.S ABATEMENT OF<br>ASBESTOS CONTAINING<br>MATERIAL (STRUCTURE) 01.<br>B-37-113 | LUMP          | LUMP |  | . |  |
| 0090 | 203.0210.S ABATEMENT OF<br>ASBESTOS CONTAINING<br>MATERIAL (STRUCTURE) 02.<br>B-37-136 | LUMP          | LUMP |  | . |  |

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0100       | 203.0210.S ABATEMENT OF<br>ASBESTOS CONTAINING<br>MATERIAL (STRUCTURE) 03.<br>B-37-140                          | LUMP                             | LUMP       |     | .          |     |
| 0110       | 203.0225.S DEBRIS<br>CONTAINMENT (STRUCTURE)<br>01. B-37-63   | LUMP                             | LUMP       |     | .          |     |
| 0120       | 203.0225.S DEBRIS<br>CONTAINMENT (STRUCTURE)<br>02. B-37-140  | LUMP                             | LUMP       |     | .          |     |
| 0130       | 203.0225.S DEBRIS<br>CONTAINMENT (STRUCTURE)<br>03. B-37-113  | LUMP                             | LUMP       |     | .          |     |
| 0140       | 203.0600.S REMOVING OLD<br>STRUCTURE OVER WATERWAY<br>WITH MINIMAL DEBRIS<br>(STATION) 01. STA.<br>116+05.60 WB | LUMP                             | LUMP       |     | .          |     |
| 0150       | 203.0600.S REMOVING OLD<br>STRUCTURE OVER WATERWAY<br>WITH MINIMAL DEBRIS<br>(STATION) 02. STA.<br>115+79.50 EB | LUMP                             | LUMP       |     | .          |     |
| 0160       | 204.0100 REMOVING<br>PAVEMENT   | 9,935.000<br>SY                  | .          |     | .          |     |
| 0170       | 204.0110 REMOVING<br>ASPHALTIC SURFACE  | 2,647.000<br>SY                  | .          |     | .          |     |
| 0180       | 204.0120 REMOVING<br>ASPHALTIC SURFACE<br>MILLING   | 2,134.000<br>SY                  | .          |     | .          |     |

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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0190       | 204.0150 REMOVING CURB &<br>GUTTER                                       | 90.000<br>LF                     | .          |     | .          |     |
| 0200       | 204.0155 REMOVING<br>CONCRETE SIDEWALK                                   | 970.000<br>SY                    | .          |     | .          |     |
| 0210       | 204.0165 REMOVING<br>GUARDRAIL   | 5,595.000<br>LF                  | .          |     | .          |     |
| 0220       | 204.0170 REMOVING FENCE  | 2,501.000<br>LF                  | .          |     | .          |     |
| 0230       | 204.0180 REMOVING<br>DELINEATORS AND MARKERS                             | 30.000<br>EACH                   | .          |     | .          |     |
| 0240       | 204.0190 REMOVING<br>SURFACE DRAINS                                      | 6.000<br>EACH                    | .          |     | .          |     |
| 0250       | 204.0220 REMOVING INLETS   | 9.000<br>EACH                    | .          |     | .          |     |
| 0260       | 204.0270 ABANDONING<br>CULVERT PIPES                                     | 1.000<br>EACH                    | .          |     | .          |     |
| 0270       | 205.0100 EXCAVATION<br>COMMON  | 15,404.000<br>CY                 | .          |     | .          |     |
| 0280       | 206.1000 EXCAVATION FOR<br>STRUCTURES BRIDGES<br>(STRUCTURE) 01. B-37-63 | LUMP                             | LUMP       |     | .          |     |

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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0290       | 206.1000 EXCAVATION FOR<br>STRUCTURES BRIDGES<br>(STRUCTURE) 02. B-37-79     | LUMP                             | LUMP       |     | .          |     |
| 0300       | 206.1000 EXCAVATION FOR<br>STRUCTURES BRIDGES<br>(STRUCTURE) 03.<br>B-37-113 | LUMP                             | LUMP       |     | .          |     |
| 0310       | 206.1000 EXCAVATION FOR<br>STRUCTURES BRIDGES<br>(STRUCTURE) 04.<br>B-37-136 | LUMP                             | LUMP       |     | .          |     |
| 0320       | 206.1000 EXCAVATION FOR<br>STRUCTURES BRIDGES<br>(STRUCTURE) 05.<br>B-37-140 | LUMP                             | LUMP       |     | .          |     |
| 0330       | 206.1050.S UNDERWATER<br>FOUNDATION INSPECTION<br>01. B-37-79                | 3.000<br>EACH                    | .          |     | .          |     |
| 0340       | 206.5000 COFFERDAMS<br>(STRUCTURE) 01. B-37-79                               | LUMP                             | LUMP       |     | .          |     |
| 0350       | 206.6000.S TEMPORARY<br>SHORING  | 9,200.000<br>SF                  | .          |     | .          |     |
| 0360       | 209.0100 BACKFILL<br>GRANULAR  | 20,513.000<br>CY                 | .          |     | .          |     |
| 0370       | 210.0100 BACKFILL<br>STRUCTURE   | 1,140.000<br>CY                  | .          |     | .          |     |

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0380       | 213.0100 FINISHING<br>ROADWAY (PROJECT) 01.<br>1053-02-74 | 1.000<br>EACH                    | .          |     | .          |     |
| 0390       | 213.0100 FINISHING<br>ROADWAY (PROJECT) 03.<br>1053-05-60 | 1.000<br>EACH                    | .          |     | .          |     |
| 0400       | 305.0110 BASE AGGREGATE<br>DENSE 3/4-INCH                 | 1,335.000<br>TON                 | .          |     | .          |     |
| 0410       | 305.0120 BASE AGGREGATE<br>DENSE 1 1/4-INCH               | 14,920.000<br>TON                | .          |     | .          |     |
| 0420       | 305.0130 BASE AGGREGATE<br>DENSE 3-INCH                   | 13,810.000<br>TON                | .          |     | .          |     |
| 0430       | 312.0110 SELECT CRUSHED<br>MATERIAL                       | 55.000<br>TON                    | .          |     | .          |     |
| 0440       | 415.0115 CONCRETE<br>PAVEMENT 11 1/2-INCH                 | 10,215.000<br>SY                 | .          |     | .          |     |
| 0450       | 415.0410 CONCRETE<br>PAVEMENT APPROACH SLAB               | 819.000<br>SY                    | .          |     | .          |     |
| 0460       | 415.6000.S ROUT AND SEAL                                  | 13,139.000<br>LF                 | .          |     | .          |     |
| 0470       | 416.0620 DRILLED DOWEL<br>BARS                            | 108.000<br>EACH                  | .          |     | .          |     |

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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0480       | 416.1010 CONCRETE<br>SURFACE DRAINS        | 82.700<br>CY                     | .          |     | .          |     |
| 0490       | 455.0105 ASPHALTIC<br>MATERIAL PG58-28     | 106.300<br>TON                   | .          |     | .          |     |
| 0500       | 455.0605 TACK COAT                         | 638.000<br>GAL                   | .          |     | .          |     |
| 0510       | 460.1100 HMA PAVEMENT<br>TYPE E-0.3        | 526.000<br>TON                   | .          |     | .          |     |
| 0520       | 460.1101 HMA PAVEMENT<br>TYPE E-1          | 414.000<br>TON                   | .          |     | .          |     |
| 0530       | 460.1103 HMA PAVEMENT<br>TYPE E-3          | 966.000<br>TON                   | .          |     | .          |     |
| 0540       | 460.2000 INCENTIVE<br>DENSITY HMA PAVEMENT | 1,220.000<br>DOL                 | 1.00000    |     | 1220.00    |     |
| 0550       | 465.0105 ASPHALTIC<br>SURFACE              | 274.000<br>TON                   | .          |     | .          |     |
| 0560       | 465.0125 ASPHALTIC<br>SURFACE TEMPORARY    | 4,367.000<br>TON                 | .          |     | .          |     |
| 0570       | 465.0315 ASPHALTIC<br>FLUMES               | 14.000<br>SY                     | .          |     | .          |     |

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0580       | 465.0400 ASPHALTIC<br>SHOULDER RUMBLE STRIP                           | 10,095.000<br>LF                 | .          |     | .          |     |
| 0590       | 502.0100 CONCRETE<br>MASONRY BRIDGES                                  | 6,158.000<br>CY                  | .          |     | .          |     |
| 0600       | 502.1100 CONCRETE<br>MASONRY SEAL                                     | 854.000<br>CY                    | .          |     | .          |     |
| 0610       | 502.3100 EXPANSION<br>DEVICE (STRUCTURE) 01.<br>B-37-63               | LUMP                             | LUMP       |     | .          |     |
| 0620       | 502.3100 EXPANSION<br>DEVICE (STRUCTURE) 02.<br>B-37-113              | LUMP                             | LUMP       |     | .          |     |
| 0630       | 502.3100 EXPANSION<br>DEVICE (STRUCTURE) 03.<br>B-37-140              | LUMP                             | LUMP       |     | .          |     |
| 0640       | 502.3110.S EXPANSION<br>DEVICE MODULAR<br>(STRUCTURE) 01. B-37-79     | LUMP                             | LUMP       |     | .          |     |
| 0650       | 502.3110.S EXPANSION<br>DEVICE MODULAR<br>(STRUCTURE) 02.<br>B-37-136 | LUMP                             | LUMP       |     | .          |     |
| 0660       | 502.3200 PROTECTIVE<br>SURFACE TREATMENT                              | 3,415.000<br>SY                  | .          |     | .          |     |
| 0670       | 502.5005 MASONRY ANCHORS<br>TYPE L NO. 5 BARS                         | 1,926.000<br>EACH                | .          |     | .          |     |

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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0680       | 502.5010 MASONRY ANCHORS<br>TYPE L NO. 6 BARS            | 90.000<br>EACH                   | .          |     | .          |     |
| 0690       | 502.5020 MASONRY ANCHORS<br>TYPE L NO. 8 BARS            | 48.000<br>EACH                   | .          |     | .          |     |
| 0700       | 502.5030 MASONRY ANCHORS<br>TYPE L NO. 10 BARS           | 20.000<br>EACH                   | .          |     | .          |     |
| 0710       | 502.6102 MASONRY ANCHORS<br>TYPE S 1/2-INCH              | 214.000<br>EACH                  | .          |     | .          |     |
| 0720       | 502.6105 MASONRY ANCHORS<br>TYPE S 5/8-INCH              | 428.000<br>EACH                  | .          |     | .          |     |
| 0730       | 502.6110 MASONRY ANCHORS<br>TYPE S 3/4-INCH              | 10.000<br>EACH                   | .          |     | .          |     |
| 0740       | 503.0155 PRESTRESSED<br>GIRDER TYPE I 54W-INCH           | 1,231.000<br>LF                  | .          |     | .          |     |
| 0750       | 505.0405 BAR STEEL<br>REINFORCEMENT HS BRIDGES           | 113,400.000<br>LB                | .          |     | .          |     |
| 0760       | 505.0605 BAR STEEL<br>REINFORCEMENT HS COATED<br>BRIDGES | 1,184,790<br>LB                  | .          |     | .          |     |
| 0770       | 506.0605 STRUCTURAL<br>STEEL HS                          | 547,000.000<br>LB                | .          |     | .          |     |



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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0780       | 506.2605 BEARING PADS<br>ELASTOMERIC<br>NON-LAMINATED                   | 37.000<br>EACH                   | .          |     | .          |     |
| 0790       | 506.2610 BEARING PADS<br>ELASTOMERIC LAMINATED                          | 119.000<br>EACH                  | .          |     | .          |     |
| 0800       | 506.3025 WELDED STUD<br>SHEAR CONNECTORS<br>7/8X8-INCH                  | 2,946.000<br>EACH                | .          |     | .          |     |
| 0810       | 506.4000 STEEL<br>DIAPHRAGMS (STRUCTURE)<br>01. B-37-63                 | 63.000<br>EACH                   | .          |     | .          |     |
| 0820       | 506.4000 STEEL<br>DIAPHRAGMS (STRUCTURE)<br>02. B-37-140                | 53.000<br>EACH                   | .          |     | .          |     |
| 0830       | 506.5000 BEARING<br>ASSEMBLIES FIXED<br>(STRUCTURE) 01. B-37-79         | 12.000<br>EACH                   | .          |     | .          |     |
| 0840       | 506.5000 BEARING<br>ASSEMBLIES FIXED<br>(STRUCTURE) 02.<br>B-37-136     | 8.000<br>EACH                    | .          |     | .          |     |
| 0850       | 506.6000 BEARING<br>ASSEMBLIES EXPANSION<br>(STRUCTURE) 01. B-37-79     | 24.000<br>EACH                   | .          |     | .          |     |
| 0860       | 506.6000 BEARING<br>ASSEMBLIES EXPANSION<br>(STRUCTURE) 02.<br>B-37-136 | 16.000<br>EACH                   | .          |     | .          |     |

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|------------|---|-----|----------------------------------|------------|-----|------------|-----|
|            |   |     |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0870       | 506.7050.S REMOVING<br>BEARINGS (STRUCTURE)<br>B-37-63  | 01. | 64.000<br>EACH                   |            | .   |            | .   |
| 0880       | 506.7050.S REMOVING<br>BEARINGS (STRUCTURE)<br>B-37-79  | 02. | 24.000<br>EACH                   |            | .   |            | .   |
| 0890       | 506.7050.S REMOVING<br>BEARINGS (STRUCTURE)<br>B-37-113 | 03. | 8.000<br>EACH                    |            | .   |            | .   |
| 0900       | 506.7050.S REMOVING<br>BEARINGS (STRUCTURE)<br>B-37-136 | 04. | 24.000<br>EACH                   |            | .   |            | .   |
| 0910       | 506.7050.S REMOVING<br>BEARINGS (STRUCTURE)<br>B-37-140 | 05. | 56.000<br>EACH                   |            | .   |            | .   |
| 0920       | 506.7060.S BRIDGE<br>JACKING (STRUCTURE)<br>B-37-113    | 01. | LUMP                             | LUMP       |     |            | .   |
| 0930       | 509.0301 PREPARATION<br>DECKS TYPE 1                    |     | 260.000<br>SY                    |            | .   |            | .   |
| 0940       | 509.0302 PREPARATION<br>DECKS TYPE 2                    |     | 105.000<br>SY                    |            | .   |            | .   |
| 0950       | 509.0500 CLEANING DECKS                                 |     | 870.000<br>SY                    |            | .   |            | .   |
| 0960       | 509.1000 JOINT REPAIR                                   |     | 30.000<br>SY                     |            | .   |            | .   |

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| LINE<br>NO | ITEM<br>DESCRIPTION   | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0970       | 509.1500 CONCRETE<br>SURFACE REPAIR                           | 400.000<br>SF                    | .          |     | .          |     |
| 0980       | 509.2000 FULL-DEPTH DECK<br>REPAIR                            | 45.000<br>SY                     | .          |     | .          |     |
| 0990       | 509.2500 CONCRETE<br>MASONRY OVERLAY DECKS                    | 64.000<br>CY                     | .          |     | .          |     |
| 1000       | 509.5100.S POLYMER<br>OVERLAY                                 | 13,880.000<br>SY                 | .          |     | .          |     |
| 1010       | 509.9050.S CLEANING<br>PARAPETS                               | 570.000<br>LF                    | .          |     | .          |     |
| 1020       | 514.0445 FLOOR DRAINS<br>TYPE GC                              | 6.000<br>EACH                    | .          |     | .          |     |
| 1030       | 514.2625 DOWNSPOUT<br>6-INCH                                  | 60.000<br>LF                     | .          |     | .          |     |
| 1040       | 516.0500 RUBBERIZED<br>MEMBRANE WATERPROOFING                 | 147.000<br>SY                    | .          |     | .          |     |
| 1050       | 517.0600 PAINTING EPOXY<br>SYSTEM (STRUCTURE) 01.<br>B-37-79  | LUMP                             | LUMP       |     | .          |     |
| 1060       | 517.0600 PAINTING EPOXY<br>SYSTEM (STRUCTURE) 02.<br>B-37-136 | LUMP                             | LUMP       |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20140311021PROJECT(S):  
1053-02-74  
1053-02-75  
1053-05-60FEDERAL ID(S):  
WISC 2014077  
WISC 2014078  
N/A

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION   | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1070       | 517.0900.S PREPARATION<br>AND COATING OF TOP<br>FLANGES (STRUCTURE) 01.<br>B-37-79        | LUMP                             | LUMP       |     |            | .   |
| 1080       | 517.0900.S PREPARATION<br>AND COATING OF TOP<br>FLANGES (STRUCTURE) 02.<br>B-37-136       | LUMP                             | LUMP       |     |            | .   |
| 1090       | 517.1010.S CONCRETE<br>STAINING (STRUCTURE) 01.<br>B-37-63                                | 17,720.000<br>SF                 |            | .   |            | .   |
| 1100       | 517.1010.S CONCRETE<br>STAINING (STRUCTURE) 02.<br>B-37-140                               | 16,610.000<br>SF                 |            | .   |            | .   |
| 1110       | 517.1800.S STRUCTURE<br>REPAINTING RECYCLED<br>ABRASIVE (STRUCTURE) 01.<br>B-37-79        | LUMP                             | LUMP       |     |            | .   |
| 1120       | 517.1800.S STRUCTURE<br>REPAINTING RECYCLED<br>ABRASIVE (STRUCTURE) 02.<br>B-37-113       | LUMP                             | LUMP       |     |            | .   |
| 1130       | 517.1800.S STRUCTURE<br>REPAINTING RECYCLED<br>ABRASIVE (STRUCTURE) 03.<br>B-37-136       | LUMP                             | LUMP       |     |            | .   |
| 1140       | 517.4000.S CONTAINMENT<br>AND COLLECTION OF WASTE<br>MATERIALS (STRUCTURE)<br>01. B-37-79 | LUMP                             | LUMP       |     |            | .   |

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1053-05-60

N/A

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION   | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1150       | 517.4000.S CONTAINMENT<br>AND COLLECTION OF WASTE<br>MATERIALS (STRUCTURE)<br>02. B-37-136                      | LUMP                             | LUMP       |     |            | .   |
| 1160       | 517.4500.S NEGATIVE<br>PRESSURE CONTAINMENT AND<br>COLLECTION OF WASTE<br>MATERIALS (STRUCTURE) 01.<br>B-37-79  | LUMP                             | LUMP       |     |            | .   |
| 1170       | 517.4500.S NEGATIVE<br>PRESSURE CONTAINMENT AND<br>COLLECTION OF WASTE<br>MATERIALS (STRUCTURE) 02.<br>B-37-113 | LUMP                             | LUMP       |     |            | .   |
| 1180       | 517.4500.S NEGATIVE<br>PRESSURE CONTAINMENT AND<br>COLLECTION OF WASTE<br>MATERIALS (STRUCTURE) 03.<br>B-37-136 | LUMP                             | LUMP       |     |            | .   |
| 1190       | 517.6001.S PORTABLE<br>DECONTAMINATION FACILITY   | 3.000<br>EACH                    | .          |     | .          | .   |
| 1200       | 521.1012 APRON ENDWALLS<br>FOR CULVERT PIPE STEEL<br>12-INCH  | 12.000<br>EACH                   | .          |     | .          | .   |
| 1210       | 522.0118 CULVERT PIPE<br>REINFORCED CONCRETE<br>CLASS III 18-INCH   | 876.000<br>LF                    | .          |     | .          | .   |
| 1220       | 522.0124 CULVERT PIPE<br>REINFORCED CONCRETE<br>CLASS III 24-INCH   | 113.000<br>LF                    | .          |     | .          | .   |

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CONTRACTOR : \_\_\_\_\_

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1230       | 522.1024 APRON ENDWALLS<br>FOR CULVERT PIPE<br>REINFORCED CONCRETE<br>24-INCH | 1.000<br>EACH                    | .          |     | .          |     |
| 1240       | 550.0500 PILE POINTS  | 63.000<br>EACH                   | .          |     | .          |     |
| 1250       | 550.1100 PILING STEEL HP<br>10-INCH X 42 LB                                   | 2,640.000<br>LF                  | .          |     | .          |     |
| 1260       | 601.0411 CONCRETE CURB &<br>GUTTER 30-INCH TYPE D                             | 90.000<br>LF                     | .          |     | .          |     |
| 1270       | 602.0405 CONCRETE<br>SIDEWALK 4-INCH  | 7,590.000<br>SF                  | .          |     | .          |     |
| 1280       | 603.8000 CONCRETE<br>BARRIER TEMPORARY<br>PRECAST DELIVERED                   | 11,580.000<br>LF                 | .          |     | .          |     |
| 1290       | 603.8125 CONCRETE<br>BARRIER TEMPORARY<br>PRECAST INSTALLED                   | 21,430.000<br>LF                 | .          |     | .          |     |
| 1300       | 604.0400 SLOPE PAVING<br>CONCRETE   | 585.000<br>SY                    | .          |     | .          |     |
| 1310       | 606.0100 RIPRAP LIGHT   | 51.000<br>CY                     | .          |     | .          |     |
| 1320       | 606.0300 RIPRAP HEAVY   | 3,235.000<br>CY                  | .          |     | .          |     |

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1330       | 611.0430 RECONSTRUCTING<br>INLETS                           | 1.000<br>EACH                    | .          |     | .          |     |
| 1340       | 611.0642 INLET COVERS<br>TYPE MS                            | 8.000<br>EACH                    | .          |     | .          |     |
| 1350       | 611.0654 INLET COVERS<br>TYPE V                             | 13.000<br>EACH                   | .          |     | .          |     |
| 1360       | 611.3225 INLETS 2X2.5-FT                                    | 13.000<br>EACH                   | .          |     | .          |     |
| 1370       | 611.3902 INLETS MEDIAN 2<br>GRATE                           | 4.000<br>EACH                    | .          |     | .          |     |
| 1380       | 611.8110 ADJUSTING<br>MANHOLE COVERS                        | 1.000<br>EACH                    | .          |     | .          |     |
| 1390       | 612.0212 PIPE UNDERDRAIN<br>UNPERFORATED 12-INCH            | 720.000<br>LF                    | .          |     | .          |     |
| 1400       | 612.0406 PIPE UNDERDRAIN<br>WRAPPED 6-INCH                  | 370.000<br>LF                    | .          |     | .          |     |
| 1410       | 614.0150 ANCHOR<br>ASSEMBLIES FOR STEEL<br>PLATE BEAM GUARD | 20.000<br>EACH                   | .          |     | .          |     |
| 1420       | 614.0220 STEEL THRIF<br>BEAM BULLNOSE TERMINAL              | 2.000<br>EACH                    | .          |     | .          |     |

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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1430       | 614.0230 STEEL THRIE<br>BEAM   | 100.000<br>LF                    | .          |     | .          |     |
| 1440       | 614.0250 STEEL THRIE<br>BEAM STRUCTURE APPROACH<br>TEMPORARY                 | 78.000<br>LF                     | .          |     | .          |     |
| 1450       | 614.0360 STEEL PLATE<br>BEAM GUARD TEMPORARY                                 | 1,600.000<br>LF                  | .          |     | .          |     |
| 1460       | 614.0380 STEEL PLATE<br>BEAM GUARD ENERGY<br>ABSORBING TERMINAL<br>TEMPORARY | 1.000<br>EACH                    | .          |     | .          |     |
| 1470       | 614.0905 CRASH CUSHIONS<br>TEMPORARY   | 12.000<br>EACH                   | .          |     | .          |     |
| 1480       | 614.0920 SALVAGED RAIL   | 1,754.000<br>LF                  | .          |     | .          |     |
| 1490       | 614.0925 SALVAGED<br>GUARDRAIL END TREATMENTS                                | 2.000<br>EACH                    | .          |     | .          |     |
| 1500       | 614.1000 MGS GUARDRAIL<br>TEMPORARY  | 2,050.000<br>LF                  | .          |     | .          |     |
| 1510       | 614.1100 MGS GUARDRAIL<br>TEMPORARY THRIE BEAM<br>TRANSITION                 | 117.000<br>LF                    | .          |     | .          |     |
| 1520       | 614.1200 MGS GUARDRAIL<br>TEMPORARY TRANSITION EAT                           | 2.000<br>EACH                    | .          |     | .          |     |



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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1530       | 614.2300 MGS GUARDRAIL 3  | 4,579.000                        |            |     |            |     |
|            | LF  |                                  | .          |     | .          |     |
| 1540       | 614.2500 MGS THRIE BEAM<br>TRANSITION   | 585.000                          |            |     |            |     |
|            | LF  |                                  | .          |     | .          |     |
| 1550       | 614.2610 MGS GUARDRAIL<br>TERMINAL EAT  | 8.000                            |            |     |            |     |
|            | EACH  |                                  | .          |     | .          |     |
| 1560       | 614.2620 MGS GUARDRAIL<br>TERMINAL TYPE 2                                       | 5.000                            |            |     |            |     |
|            | EACH  |                                  | .          |     | .          |     |
| 1570       | 616.0204 FENCE CHAIN<br>LINK 4-FT   | 2,464.000                        |            |     |            |     |
|            | LF  |                                  | .          |     | .          |     |
| 1580       | 616.0206 FENCE CHAIN<br>LINK 6-FT   | 910.000                          |            |     |            |     |
|            | LF  |                                  | .          |     | .          |     |
| 1590       | 618.0100 MAINTENANCE AND<br>REPAIR OF HAUL ROADS<br>(PROJECT) 01.<br>1053-02-74 | 1.000                            |            |     |            |     |
|            | EACH  |                                  | .          |     | .          |     |
| 1600       | 619.1000 MOBILIZATION   | 1.000                            |            |     |            |     |
|            | EACH  |                                  | .          |     | .          |     |
| 1610       | 624.0100 WATER  | 364.000                          |            |     |            |     |
|            | MGAL  |                                  | .          |     | .          |     |
| 1620       | 625.0500 SALVAGED<br>TOPSOIL  | 65,168.000                       |            |     |            |     |
|            | SY  |                                  | .          |     | .          |     |

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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1630       | 627.0200 MULCHING                                      | 59,622.000                       |            |     |            |     |
|            |  | SY                               | .          |     | .          |     |
| 1640       | 628.1504 SILT FENCE                                    | 9,500.000                        |            |     |            |     |
|            |  | LF                               | .          |     | .          |     |
| 1650       | 628.1520 SILT FENCE<br>MAINTENANCE                     | 19,000.000                       |            |     |            |     |
|            |  | LF                               | .          |     | .          |     |
| 1660       | 628.1550 SILT SCREEN                                   | 480.000                          |            |     |            |     |
|            |  | LF                               | .          |     | .          |     |
| 1670       | 628.1905 MOBILIZATIONS<br>EROSION CONTROL              | 25.000                           |            |     |            |     |
|            |  | EACH                             | .          |     | .          |     |
| 1680       | 628.1910 MOBILIZATIONS<br>EMERGENCY EROSION<br>CONTROL | 25.000                           |            |     |            |     |
|            |  | EACH                             | .          |     | .          |     |
| 1690       | 628.2004 EROSION MAT<br>CLASS I TYPE B                 | 21,195.000                       |            |     |            |     |
|            |  | SY                               | .          |     | .          |     |
| 1700       | 628.2008 EROSION MAT<br>URBAN CLASS I TYPE B           | 770.000                          |            |     |            |     |
|            |  | SY                               | .          |     | .          |     |
| 1710       | 628.2027 EROSION MAT<br>CLASS II TYPE C                | 5,550.000                        |            |     |            |     |
|            |  | SY                               | .          |     | .          |     |
| 1720       | 628.6510 SOIL STABILIZER<br>TYPE B                     | 0.600                            |            |     |            |     |
|            |  | ACRE                             | .          |     | .          |     |

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|------------|-------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                     |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1730       | 628.7005 INLET<br>PROTECTION TYPE A | 26.000<br>EACH                   | .          |     | .          |     |
| 1740       | 628.7015 INLET<br>PROTECTION TYPE C | 13.000<br>EACH                   | .          |     | .          |     |
| 1750       | 628.7504 TEMPORARY DITCH<br>CHECKS  | 200.000<br>LF                    | .          |     | .          |     |
| 1760       | 628.7555 CULVERT PIPE<br>CHECKS     | 35.000<br>EACH                   | .          |     | .          |     |
| 1770       | 628.7570 ROCK BAGS                  | 500.000<br>EACH                  | .          |     | .          |     |
| 1780       | 629.0205 FERTILIZER TYPE<br>A       | 47.300<br>CWT                    | .          |     | .          |     |
| 1790       | 630.0120 SEEDING MIXTURE<br>NO. 20  | 415.000<br>LB                    | .          |     | .          |     |
| 1800       | 630.0130 SEEDING MIXTURE<br>NO. 30  | 1,441.000<br>LB                  | .          |     | .          |     |
| 1810       | 630.0140 SEEDING MIXTURE<br>NO. 40  | 40.000<br>LB                     | .          |     | .          |     |
| 1820       | 630.0200 SEEDING<br>TEMPORARY       | 943.000<br>LB                    | .          |     | .          |     |

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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1830       | 632.0101 TREES (SPECIES,<br>ROOT, SIZE) 01.<br>NORTHERN PIN OAK, B&B,<br>3-INCH            | 4.000<br>EACH                    | .          |     | .          |     |
| 1840       | 632.0101 TREES (SPECIES,<br>ROOT, SIZE) 02. AUTUMN<br>BLAZE MAPLE, B&B, 3-INCH             | 4.000<br>EACH                    | .          |     | .          |     |
| 1850       | 632.0101 TREES (SPECIES,<br>ROOT, SIZE) 03. IVORY<br>SILK TREE LILAC, B&B, 2.<br>5-INCH    | 4.000<br>EACH                    | .          |     | .          |     |
| 1860       | 632.0201 SHRUBS (SPECIES,<br>ROOT, SIZE) 01. DARK<br>GREEN SPREADING YEW,<br>CONTAINER, #7 | 12.000<br>EACH                   | .          |     | .          |     |
| 1870       | 633.0100 DELINEATOR<br>POSTS STEEL   | 30.000<br>EACH                   | .          |     | .          |     |
| 1880       | 633.0500 DELINEATOR<br>REFLECTORS  | 40.000<br>EACH                   | .          |     | .          |     |
| 1890       | 633.1000 DELINEATOR<br>BRACKETS  | 32.000<br>EACH                   | .          |     | .          |     |
| 1900       | 633.5200 MARKERS CULVERT<br>END  | 1.000<br>EACH                    | .          |     | .          |     |
| 1910       | 634.0612 POSTS WOOD<br>4X6-INCH X 12-FT  | 8.000<br>EACH                    | .          |     | .          |     |

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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1920       | 634.0614 POSTS WOOD<br>4X6-INCH X 14-FT          | 1.000<br>EACH                    | .          |     | .          |     |
| 1930       | 634.0616 POSTS WOOD<br>4X6-INCH X 16-FT          | 30.000<br>EACH                   | .          |     | .          |     |
| 1940       | 634.0618 POSTS WOOD<br>4X6-INCH X 18-FT          | 2.000<br>EACH                    | .          |     | .          |     |
| 1950       | 634.0620 POSTS WOOD<br>4X6-INCH X 20-FT          | 6.000<br>EACH                    | .          |     | .          |     |
| 1960       | 635.0200 SIGN SUPPORTS<br>STRUCTURAL STEEL HS    | 500.000<br>LB                    | .          |     | .          |     |
| 1970       | 636.0100 SIGN SUPPORTS<br>CONCRETE MASONRY       | 29.600<br>CY                     | .          |     | .          |     |
| 1980       | 636.1000 SIGN SUPPORTS<br>STEEL REINFORCEMENT HS | 3,464.000<br>LB                  | .          |     | .          |     |
| 1990       | 637.1220 SIGNS TYPE I<br>REFLECTIVE SH           | 236.000<br>SF                    | .          |     | .          |     |
| 2000       | 637.1230 SIGNS TYPE I<br>REFLECTIVE F            | 53.600<br>SF                     | .          |     | .          |     |
| 2010       | 637.2210 SIGNS TYPE II<br>REFLECTIVE H           | 360.250<br>SF                    | .          |     | .          |     |

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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 2020       | 637.2230 SIGNS TYPE II<br>REFLECTIVE F                 | 117.000<br>SF                    | .          |     | .          |     |
| 2030       | 638.2101 MOVING SIGNS<br>TYPE I                        | 2.000<br>EACH                    | .          |     | .          |     |
| 2040       | 638.2102 MOVING SIGNS<br>TYPE II                       | 23.000<br>EACH                   | .          |     | .          |     |
| 2050       | 638.2601 REMOVING SIGNS<br>TYPE I                      | 3.000<br>EACH                    | .          |     | .          |     |
| 2060       | 638.2602 REMOVING SIGNS<br>TYPE II                     | 21.000<br>EACH                   | .          |     | .          |     |
| 2070       | 638.3000 REMOVING SMALL<br>SIGN SUPPORTS               | 25.000<br>EACH                   | .          |     | .          |     |
| 2080       | 638.3100 REMOVING<br>STRUCTURAL STEEL SIGN<br>SUPPORTS | 1.000<br>EACH                    | .          |     | .          |     |
| 2090       | 638.4000 MOVING SMALL<br>SIGN SUPPORTS                 | 24.000<br>EACH                   | .          |     | .          |     |
| 2100       | 641.6600 SIGN BRIDGE<br>(STRUCTURE) 01.<br>S-37-0117   | LUMP                             | LUMP       |     | .          |     |
| 2110       | 642.5201 FIELD OFFICE<br>TYPE C                        | 1.000<br>EACH                    | .          |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20140311021PROJECT(S):  
1053-02-74  
1053-02-75  
1053-05-60FEDERAL ID(S):  
WISC 2014077  
WISC 2014078  
N/A

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION   | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 2120       | 643.0200 TRAFFIC CONTROL<br>SURVEILLANCE AND<br>MAINTENANCE (PROJECT) 01.<br>1053-02-74 | 935.000<br>DAY                   | .          |     | .          |     |
| 2130       | 643.0200 TRAFFIC CONTROL<br>SURVEILLANCE AND<br>MAINTENANCE (PROJECT) 03.<br>1053-05-60 | 89.000<br>DAY                    | .          |     | .          |     |
| 2140       | 643.0300 TRAFFIC CONTROL<br>DRUMS   | 89,777.000<br>DAY                | .          |     | .          |     |
| 2150       | 643.0410 TRAFFIC CONTROL<br>BARRICADES TYPE II  | 464.000<br>DAY                   | .          |     | .          |     |
| 2160       | 643.0420 TRAFFIC CONTROL<br>BARRICADES TYPE III   | 5,408.000<br>DAY                 | .          |     | .          |     |
| 2170       | 643.0500 TRAFFIC CONTROL<br>FLEXIBLE TUBULAR MARKER<br>POSTS                            | 92.000<br>EACH                   | .          |     | .          |     |
| 2180       | 643.0600 TRAFFIC CONTROL<br>FLEXIBLE TUBULAR MARKER<br>BASES                            | 92.000<br>EACH                   | .          |     | .          |     |
| 2190       | 643.0705 TRAFFIC CONTROL<br>WARNING LIGHTS TYPE A                                       | 1,211.000<br>DAY                 | .          |     | .          |     |
| 2200       | 643.0715 TRAFFIC CONTROL<br>WARNING LIGHTS TYPE C                                       | 11,520.000<br>DAY                | .          |     | .          |     |
| 2210       | 643.0800 TRAFFIC CONTROL<br>ARROW BOARDS  | 306.000<br>DAY                   | .          |     | .          |     |

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N/A

CONTRACTOR : \_\_\_\_\_

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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 2220       | 643.0900 TRAFFIC CONTROL<br>SIGNS                              | 43,564.000<br>DAY                | .          |     | .          |     |
| 2230       | 643.0910 TRAFFIC CONTROL<br>COVERING SIGNS TYPE I              | 2.000<br>EACH                    | .          |     | .          |     |
| 2240       | 643.0920 TRAFFIC CONTROL<br>COVERING SIGNS TYPE II             | 313.000<br>EACH                  | .          |     | .          |     |
| 2250       | 643.1000 TRAFFIC CONTROL<br>SIGNS FIXED MESSAGE                | 634.750<br>SF                    | .          |     | .          |     |
| 2260       | 643.1050 TRAFFIC CONTROL<br>SIGNS PCMS                         | 2,711.000<br>DAY                 | .          |     | .          |     |
| 2270       | 643.2000 TRAFFIC CONTROL<br>DETOUR (PROJECT) 01.<br>1053-02-74 | 1.000<br>EACH                    | .          |     | .          |     |
| 2280       | 643.2000 TRAFFIC CONTROL<br>DETOUR (PROJECT) 03.<br>1053-05-60 | 1.000<br>EACH                    | .          |     | .          |     |
| 2290       | 643.3000 TRAFFIC CONTROL<br>DETOUR SIGNS                       | 1,728.000<br>DAY                 | .          |     | .          |     |
| 2300       | 645.0120 GEOTEXTILE<br>FABRIC TYPE HR                          | 3,230.000<br>SY                  | .          |     | .          |     |
| 2310       | 645.0130 GEOTEXTILE<br>FABRIC TYPE R                           | 214.000<br>SY                    | .          |     | .          |     |



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WISC 2014078  
N/A

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION  | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 2320       | 646.0106 PAVEMENT<br>MARKING EPOXY 4-INCH  | 41,148.000<br>LF                 | .          |     | .          |     |
| 2330       | 646.0126 PAVEMENT<br>MARKING EPOXY 8-INCH  | 5,210.000<br>LF                  | .          |     | .          |     |
| 2340       | 646.0600 REMOVING<br>PAVEMENT MARKINGS   | 36,275.000<br>LF                 | .          |     | .          |     |
| 2350       | 646.0841.S PAVEMENT<br>MARKING GROOVED WET<br>REFLECTIVE CONTRAST TAPE<br>4-INCH | 3,962.000<br>LF                  | .          |     | .          |     |
| 2360       | 646.0843.S PAVEMENT<br>MARKING GROOVED WET<br>REFLECTIVE CONTRAST TAPE<br>8-INCH | 3,235.000<br>LF                  | .          |     | .          |     |
| 2370       | 647.0746 PAVEMENT<br>MARKING DIAGONAL EPOXY<br>24-INCH                           | 100.000<br>LF                    | .          |     | .          |     |
| 2380       | 649.0400 TEMPORARY<br>PAVEMENT MARKING<br>REMOVABLE TAPE 4-INCH                  | 73,311.000<br>LF                 | .          |     | .          |     |
| 2390       | 649.0801 TEMPORARY<br>PAVEMENT MARKING<br>REMOVABLE TAPE 8-INCH                  | 13,570.000<br>LF                 | .          |     | .          |     |
| 2400       | 649.2100 TEMPORARY<br>RAISED PAVEMENT MARKERS                                    | 584.000<br>EACH                  | .          |     | .          |     |
| 2410       | 650.4000 CONSTRUCTION<br>STAKING STORM SEWER                                     | 5.000<br>EACH                    | .          |     | .          |     |

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WISC 2014078  
N/A

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|------------|---|----------------------------------|------------|-----|------------|-----|
|            |   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 2420       | 650.4500 CONSTRUCTION<br>STAKING SUBGRADE   | 13,597.000<br>LF                 | .          |     | .          |     |
| 2430       | 650.5000 CONSTRUCTION<br>STAKING BASE   | 10,266.000<br>LF                 | .          |     | .          |     |
| 2440       | 650.6500 CONSTRUCTION<br>STAKING STRUCTURE LAYOUT<br>(STRUCTURE) 01. B-37-63      | LUMP                             | LUMP       |     | .          |     |
| 2450       | 650.6500 CONSTRUCTION<br>STAKING STRUCTURE LAYOUT<br>(STRUCTURE) 02. B-37-79      | LUMP                             | LUMP       |     | .          |     |
| 2460       | 650.6500 CONSTRUCTION<br>STAKING STRUCTURE LAYOUT<br>(STRUCTURE) 03.<br>B-37-113  | LUMP                             | LUMP       |     | .          |     |
| 2470       | 650.6500 CONSTRUCTION<br>STAKING STRUCTURE LAYOUT<br>(STRUCTURE) 04.<br>S-37-0117 | LUMP                             | LUMP       |     | .          |     |
| 2480       | 650.6500 CONSTRUCTION<br>STAKING STRUCTURE LAYOUT<br>(STRUCTURE) 05.<br>B-37-136  | LUMP                             | LUMP       |     | .          |     |
| 2490       | 650.6500 CONSTRUCTION<br>STAKING STRUCTURE LAYOUT<br>(STRUCTURE) 06.<br>B-37-140  | LUMP                             | LUMP       |     | .          |     |
| 2500       | 650.7000 CONSTRUCTION<br>STAKING CONCRETE<br>PAVEMENT                             | 3,331.000<br>LF                  | .          |     | .          |     |

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WISC 2014077  
WISC 2014078  
N/A

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION  | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 2510       | 650.9910 CONSTRUCTION<br>STAKING SUPPLEMENTAL<br>CONTROL (PROJECT) 01.<br>1053-02-74 | LUMP                             | LUMP       |     |            | .   |
| 2520       | 650.9910 CONSTRUCTION<br>STAKING SUPPLEMENTAL<br>CONTROL (PROJECT) 03.<br>1053-05-60 | LUMP                             | LUMP       |     |            | .   |
| 2530       | 650.9920 CONSTRUCTION<br>STAKING SLOPE STAKES  | 13,897.000<br>LF                 | .          |     |            | .   |
| 2540       | 652.0125 CONDUIT RIGID<br>METALLIC 2-INCH  | 404.000<br>LF                    | .          |     |            | .   |
| 2550       | 652.0225 CONDUIT RIGID<br>NONMETALLIC SCHEDULE 40<br>2-INCH                          | 4,520.000<br>LF                  | .          |     |            | .   |
| 2560       | 653.0222 JUNCTION BOXES<br>18X12X6-INCH  | 10.000<br>EACH                   | .          |     |            | .   |
| 2570       | 690.0150 SAWING ASPHALT  | 9,338.000<br>LF                  | .          |     |            | .   |
| 2580       | 690.0250 SAWING CONCRETE   | 628.000<br>LF                    | .          |     |            | .   |
| 2590       | 715.0415 INCENTIVE<br>STRENGTH CONCRETE<br>PAVEMENT                                  | 3,064.000<br>DOL                 | 1.00000    |     | 3064.00    |     |
| 2600       | 715.0502 INCENTIVE<br>STRENGTH CONCRETE<br>STRUCTURES                                | 42,456.000<br>DOL                | 1.00000    |     | 42456.00   |     |

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CONTRACTOR : \_\_\_\_\_

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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 2610       | ASP.1T0A ON-THE-JOB<br>TRAINING APPRENTICE AT<br>\$5.00/HR                                     | 2,100.000<br>HRS                 | 5.00000    |     | 10500.00   |     |
| 2620       | ASP.1T0G ON-THE-JOB<br>TRAINING GRADUATE AT \$5.<br>00/HR                                      | 4,800.000<br>HRS                 | 5.00000    |     | 24000.00   |     |
| 2630       | SPV.0035 SPECIAL 01.<br>CONCRETE MASONRY DECK<br>PATCHING                                      | 80.000<br>CY                     | .          |     | .          |     |
| 2640       | SPV.0035 SPECIAL 02.<br>REUSE OF LOW LEVEL<br>CONTAMINATED MATERIAL<br>**p**                   | 255.000<br>CY                    | .          |     | .          |     |
| 2650       | SPV.0035 SPECIAL 03.<br>COLORING CONCRETE BROWN  | 88.000<br>CY                     | .          |     | .          |     |
| 2660       | SPV.0045 SPECIAL 21.<br>PORTABLE CHANGEABLE<br>MESSAGE SIGN (PCMS)<br>CELLULAR COMMUNICATIONS  | 1,560.000<br>DAY                 | .          |     | .          |     |
| 2670       | SPV.0060 SPECIAL 01.<br>PRECAST CONCRETE BEARING<br>BLOCK                                      | 60.000<br>EACH                   | .          |     | .          |     |
| 2680       | SPV.0060 SPECIAL 02.<br>CLEANING AND PAINTING<br>BEARINGS                                      | 4.000<br>EACH                    | .          |     | .          |     |
| 2690       | SPV.0060 SPECIAL 03.<br>PREPARATION AND COATING<br>OF EXISTING STIFFENERS,<br>HINGES, AND WEBS | 44.000<br>EACH                   | .          |     | .          |     |

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WISC 2014078  
N/A

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION  | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 2700       | SPV.0060 SPECIAL 04.<br>NORTHWIND SWITCH GRASS<br>#1 CG                            | 20.000<br>EACH                   | .          |     | .          |     |
| 2710       | SPV.0060 SPECIAL 05.<br>FLAME GRASS #1 CG  | 147.000<br>EACH                  | .          |     | .          |     |
| 2720       | SPV.0060 SPECIAL 06.<br>ELIJAH BLUE FESCUE #1 CG                                   | 19.000<br>EACH                   | .          |     | .          |     |
| 2730       | SPV.0060 SPECIAL 07.<br>HAPPY RETURNS DAYLILY #1<br>CG                             | 597.000<br>EACH                  | .          |     | .          |     |
| 2740       | SPV.0060 SPECIAL 08.<br>SILVER PINK YOUNIQUE<br>ASTILBE #1 CG                      | 35.000<br>EACH                   | .          |     | .          |     |
| 2750       | SPV.0060 SPECIAL 09.<br>AUTUMN JOY STONECROP #1<br>CG                              | 433.000<br>EACH                  | .          |     | .          |     |
| 2760       | SPV.0060 SPECIAL 10.<br>POMEGRANITE YARROW #1 CG                                   | 36.000<br>EACH                   | .          |     | .          |     |
| 2770       | SPV.0060 SPECIAL 12.<br>CRASH CUSHION TEMPORARY<br>LEFT IN PLACE                   | 1.000<br>EACH                    | .          |     | .          |     |
| 2780       | SPV.0060 SPECIAL 13.<br>MOBILIZATION PAVEMENT<br>AND STRUCTURE REPAIR              | 1.000<br>EACH                    | .          |     | .          |     |
| 2790       | SPV.0060 SPECIAL 14.<br>MOBILIZATION EMERGENCY<br>PAVEMENT AND STRUCTURE<br>REPAIR | 1.000<br>EACH                    | .          |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:

PROJECT(S):

FEDERAL ID(S):

20140311021

1053-02-74

WISC 2014077

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WISC 2014078

1053-05-60

N/A

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION  | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 2800       | SPV.0060 SPECIAL 15.<br>EXISTING PIN AND HANGER<br>RETROFIT  | 8.000<br>EACH                    | .          |     | .          |     |
| 2810       | SPV.0060 SPECIAL 21.<br>TRAFFIC CONTROL,<br>VERTICAL PANELS  | 59.000<br>EACH                   | .          |     | .          |     |
| 2820       | SPV.0090 SPECIAL 01.<br>ALUMINUM LANDSCAPE<br>EDGING   | 117.000<br>LF                    | .          |     | .          |     |
| 2830       | SPV.0090 SPECIAL 02.<br>REMOVE AND REINSTALL<br>GUARDRAIL  | 320.000<br>LF                    | .          |     | .          |     |
| 2840       | SPV.0090 SPECIAL 03.<br>CONCRETE BARRIER<br>TEMPORARY PRECAST LEFT<br>IN PLACE                         | 1,572.000<br>LF                  | .          |     | .          |     |
| 2850       | SPV.0105 SPECIAL 01.<br>TEMPORARY RIVER ACCESS   | LUMP                             | LUMP       |     | .          |     |
| 2860       | SPV.0105 SPECIAL 03.<br>CRASH CUSHION TEMPORARY<br>ONSITE  | LUMP                             | LUMP       |     | .          |     |
| 2870       | SPV.0105 SPECIAL 05.<br>LAWN SPRINKLER SYSTEM  | LUMP                             | LUMP       |     | .          |     |
| 2880       | SPV.0105 SPECIAL 06.<br>PROTECTING FIBER OPTIC<br>LINE REMOVING OLD<br>STRUCTURE & CONCRETE<br>MASONRY | LUMP                             | LUMP       |     | .          |     |

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1053-05-60

N/A

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|------------|--|----------------------------------|------------|-----|------------|-----|
|            |  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 2890       | SPV.0105 SPECIAL 07.<br>PROTECTING FIBER OPTIC<br>LINE STRUCTURE<br>REPAINTING | LUMP                             | LUMP       |     |            | .   |
| 2900       | SPV.0105 SPECIAL 08.<br>LANDSCAPE SURVEILLANCE<br>AND CARE CYCLE               | LUMP                             | LUMP       |     |            | .   |
| 2910       | SPV.0105 SPECIAL 30.<br>REMOVING SIGN BRIDGE<br>S-37-0077                      | LUMP                             | LUMP       |     |            | .   |
| 2920       | SPV.0120 SPECIAL 01.<br>WATER FOR SEEDED AREAS                                 | 1,400.000<br>MGAL                |            | .   |            | .   |
| 2930       | SPV.0180 SPECIAL 04.<br>TOPSOIL SPECIAL  | 700.000<br>SY                    |            | .   |            | .   |
| 2940       | SPV.0180 SPECIAL 05.<br>WOOD MULCH   | 700.000<br>SY                    |            | .   |            | .   |
| 2950       | SPV.0180 SPECIAL 06.<br>PREPARING TOPSOIL FOR<br>LAWN TYPE TURF                | 1,180.000<br>SY                  |            | .   |            | .   |
| 2960       | SPV.0195 SPECIAL 01.<br>WALLEYE SPAWNING SURFACE<br>MATERIAL                   | 20.000<br>TON                    |            | .   |            | .   |
| 2970       | SPV.0195 SPECIAL 02.<br>COLD PATCH   | 100.000<br>TON                   |            | .   |            | .   |
| 2980       | SPV.0195 SPECIAL 03.<br>JOINT PATCHING   | 100.000<br>TON                   |            | .   |            | .   |
|            | SECTION 0001 TOTAL   |                                  |            |     |            | .   |
|            | TOTAL BID  |                                  |            |     |            | .   |





**PLEASE ATTACH SCHEDULE OF ITEMS HERE**