

HIGHWAY WORK PROPOSAL

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

Proposal Number:

23

| <u>COUNTY</u> | <u>STATE PROJECT ID</u> | <u>FEDERAL PROJECT ID</u> | <u>PROJECT DESCRIPTION</u> | <u>HIGHWAY</u> |
|---------------|-------------------------|---------------------------|---|----------------|
| Washburn | 1560-31-71 | WISC 2015 097 | Cumberland - Spooner Woodyard Rd to CTH B East Junction | USH 63 |

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

| | |
|---|---|
| Proposal Guaranty Required, \$ 100,000.00 Payable to: Wisconsin Department of Transportation | Attach Proposal Guaranty on back of this PAGE. |
| Bid Submittal Due Date: February 10, 2015 Time (Local Time): 9:00 AM | Firm Name, Address, City, State, Zip Code |
| Contract Completion Time Ninety (90) Working Days | SAMPLE NOT FOR BIDDING PURPOSES |
| Assigned Disadvantaged Business Enterprise Goal 6% | 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 Clearing and grubbing, common excavation, asphaltic surface milling, HMA pavement, base aggregate dense, select borrow, culvert pipe, culvert pipe liner, concrete curb and gutter, storm sewer, sidewalk, signing, pavement marking, street lighting, sanitary sewer, and watermain. | |
| Notice of Award Dated | Date Guaranty Returned |

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1560-31-71, Cumberland - Spooner, Woodyard Rd to CTH B East Junction, USH 63, Washburn 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, 2015 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 (20140630)

2. Scope of Work.

The work under this contract shall consist of clearing and grubbing, grading, asphaltic surface milling, HMA pavement, base aggregate dense, select borrow, culvert pipe, culvert pipe liner, concrete curb and gutter, storm sewer, sidewalk, signing, pavement marking, street lighting, sanitary sewer, and watermain 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.

From Station 625+00 - Station 832+40, place lower layer of HMA pavement within 48 hours of the surface being milled.

Add the following to standard spec 108.11:

If the contractor fails to complete the work necessary to reopen USH 63 to traffic within 48 hours of the surface being milled, the department will assess the contractor \$13,000.00 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 48 hours at each of the above work sites. 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. Interim liquidated damages will be assessed under the Administrative item 801.0104 Failing to Open Road to Traffic.

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

All grading, base aggregate, and asphaltic surface for the shared-use path shall be completed by Friday July 24, 2015 for use during the Shell Lake Lion's Club Triathlon held on Saturday July 25, 2015. The contractor shall arrange and conduct two meetings between the contractor, the department, local officials and Shell Lake Lion's Club representative to discuss the project schedule of operations for vehicular traffic, participants, and pedestrian access during the event. The first meeting shall be one month prior to the event and the second meeting shall be two weeks prior to the event. Shell Lake Lion's Club Contact: Eugene Harrington, President, phone (715) 468-7797.

4. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 63 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 weekends from 3:00 PM Friday, to 6:00 AM Monday and the following holiday periods:

- From noon Friday, May 22, 2015 to 6:00 AM Tuesday, May 26, 2015 for Memorial Day;
- From noon Friday, July 3, 2015 to 6:00 AM Monday, July 6, 2015 for Independence Day;
- From noon Friday, July 24, 2015 to 6:00 AM Monday, July 27, 2015 for Shell Lake Triathlon;
- From noon Friday, September 4, 2015 to 6:00 AM Tuesday, September 8, 2015 for Labor Day and Shell Lake's Town and Country Days.

107-005 (20050502)

5. Utilities.

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

107-065 (20080501)

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

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

City of Shell Lake Municipal Utilities – has sanitary sewer and water mains. The required installations and adjustments will be done by the contractor as shown on the plans.

Barron Electric Cooperative – has overhead power lines crossing USH 63 at three locations. These line crossings are at the following locations: Station 627+75, south of the first Woodyard Road intersection, Station 634+25, and Station 733+20, south of Heart Lake Road. No conflicts are anticipated.

CenturyLink – has underground telephone and fiber optic facilities lying within the project limits. Contact the utility representative listed on the plan prior to preparing bids to obtain current information on the status of existing and any new utility relocation work. There are facility relocations scheduled to be completed prior to and during construction including, but not limited to, the following locations: CTH D Station 10+50'D' - 10+80'D' RT and LT, Hilltop Road Station 8+25'HT' - 9+10'HT' RT, USH 63 Stations 789+25 - 790+75 LT, 858+65 - 859+25 RT, 863+20 - 881+18 RT, and 879+04 LT for pedestal. If other conflicts are located during construction, the contractor shall contact CenturyLink and give them five days to relocate their facilities.

Charter Communications – has underground fiber optic facilities, and coaxial and overhead fiber optic cables on Xcel Energy poles at various locations within the project limits. Coordinate with utility representative listed on plan at least 3 working days prior to digging within 10 feet of cable so Charter can arrange for a 'fiber watch'. An underground fiber optics cable from Station 784+00 - 790+00 RT and aerial cables on Xcel power poles from Station 863+70 RT to the end of the project are scheduled to be completed prior to and during construction. Other known conflicts include pedestals at CTH D and North Industrial Drive, which will be moved for work at those intersections. There are 'fiber watch' requests required at the following locations: USH 63 Stations 631+12 LT, 638+10 LT, 659+69 LT, 709+08 LT, 719+08 LT, 733+34 RT, 813+04 RT, Shared-use Path Station 10+25'SU' LT, at Pederson Drive and West Lake Drive intersections, and at sewer and water main replacement areas.

We Energies – has buried gas facilities within the project limits. There are gas main relocations scheduled to be completed prior to and during construction at the following locations: USH 63 Stations 785+20 - 789+00 RT, 788+35 crossing, 788+50 - 789+00 LT, 845+29 crossing, 858+67 - 859+22 RT, 863+43 crossing, 865+18 crossing, 863+00 - 877+30 RT, Hilltop Road Station 5+50'HT' - 9+20'HT' LT, CTH D Station 10+49'D' - 12+00'D' RT, Park Entrance Station 10+80'P3' RT and LT, 6th Avenue Station 8+40'6A' - 9+50'6A' RT, Playground Drive Station 10+75'PD' - 11+40'PD' LT, Shared-use Path Station 29+50'SU' - 30+00'SU' LT. Several service laterals in project area will also require replacement.

There are other We Energy buried gas facilities within the project work zone, but outside of planned excavation limits, that will remain in place. The contractor shall work safely around any facilities that are in the work zone. If a conflict is identified during construction, the contractor shall coordinate with We Energies seven working days prior to excavation in that area.

Xcel Energy – has overhead power lines and buried electric lines within the project limits. There is a power pole and line relocation scheduled prior to and during construction for the three-phase overhead facility crossing at Station 863+70. This facility that is on the east side of USH 63 and continues to the north end of project also has Charter aerial cables. Additional light poles south of 6th Avenue will be moved to the eastern edge of USH 63 right-of-way, while conduit for the poles will be buried after storm, sanitary, and water facilities work is finished. There are conflicts with overhead power lines and poles at Heart Lake Road, Hilltop Road, and CTH D. The overhead facility relocations are scheduled to be completed prior to construction. If other conflicts are located during construction, the contractor shall contact Xcel and give them 5 days to relocate their facilities.

6. General Requirements for Sanitary Sewer and Water.

The sanitary sewer and water main work under this contract shall be performed in accordance to the requirements of the “Standard Sewer and Water Specifications for WisDOT-Let Projects, City of Shell Lake, Washburn County, WI”.

A copy of these specifications is available for viewing during normal working hours at the City of Shell Lake office at 501 First Street, Shell Lake, Wisconsin, phone: (715) 468-7679. A copy of the specifications may be obtained at the office of MSA Professional Services, Inc. (MSA), 146 North Central Avenue, Suite 201, Marshfield, Wisconsin 54449, phone: (715) 384-2133, upon receipt of a non-refundable shipping and handling fee of \$35.00.

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

Both the department and City of Shell Lake personnel will inspect construction of sanitary sewer and water main under this contract. However, construction staking, testing, and final acceptance of the sanitary sewer and water main construction will be by the City of Shell Lake.

105-001 (20061009)

8. Referenced Construction Specifications.

Construct the sanitary sewer and water main work conforming to the “Standard Sewer and Water Specifications for WisDOT-Let Projects, City of Shell Lake, Washburn County, WI.” If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

9. Cooperation with Other Contracts.

Description

This special provision describes cooperation and coordination with another contract for Project 1550-21-71, Cumberland - Spooner, South County Line to Woodyard Road, USH 63, concerning traffic control and scheduling detours. Cooperation and coordination

with another contract is required for placing detour signs on two resurfacing projects that are scheduled on USH 53 concurrent with the proposed USH 63 detours. The southbound USH 53 project ID is 1197-18-75 and the northbound project ID is 1197-18-76.

The following consecutive USH 63 projects are scheduled to be constructed during the 2015 construction year and are located within Washburn County. Project 1550-21-71 begins at Station 424+00 near the south county line and extends northward to Station 625+00 located just south of Woodyard Road. Project 1560-31-71 begins at Station 625+00 and extends northward to Station 883+62.84, just north of CTH B (east).

Traffic Control - Advanced Warning Signs

Advanced Warning Signs shall be the responsibility of the contractor responsible for their respective contracts. Each contractor shall notify the other contractor one week in advance of placing or removing advanced warning signs.

During the construction times when only project 1560-31-71 is under construction, and project 1550-21-71 is not under construction: at the beginning of project 1560-31-71, use SDD Traffic Control, Advanced Warning Signs 45 M.P.H or Greater, Two Way Undivided Road Open to Traffic signs, including G20-1 sign ROAD WORK NEXT 5 MILES. At the north limits of project 1560-31-71, use SDD Traffic Control Advanced Warning Signs 40 M.P.H. or Less, Two Way Undivided Road Open to Traffic signs, including G20-1 sign ROAD WORK NEXT 5 MILES.

During the construction times that both projects 1550-21-71 and 1560-31-71 are under construction: at the beginning of project 1550-21-71, use SDD Traffic Control, Advanced Warning Signs 45 M.P.H or Greater, Two Way Undivided Road Open to Traffic signs, including G20-1 sign ROAD WORK NEXT 9 MILES. At the north limits of project 1560-31-71, use SDD Traffic Control Advanced Warning Signs 40 M.P.H. or Less, Two Way Undivided Road Open to Traffic signs, including G20-1 sign ROAD WORK NEXT 9 MILES.

Traffic Control - Detours

For a maximum time of two weeks during the time period of June 8, 2015 to June 30, 2015, USH 63 will be closed to truck traffic. Contractors for project 1560-31-71 and project 1550-21-71 must coordinate the truck and auto closure times and notify each other of the USH 63 closures a minimum of one week in advance of the truck detour. The truck detour and the auto detour which follows the same route as the truck detour will be the responsibility of the contractor for project 1560-31-71. Northbound USH 63 will be closed to truck traffic from the intersection of USH 63 and STH 48 in Cumberland north to the intersection of USH 63 and USH 53 north of Spooner. Also, southbound USH 63 will be closed to truck traffic from the intersection of USH 63 and USH 53 north of Spooner south to the intersection of STH 48 and USH 63 in Cumberland. During the two week truck detour, USH 63 will be closed to all through traffic for a maximum of 4 days, Monday through Thursday within one work week, to allow for polystyrene insulation board removal with excavation below subgrade at Station 484+50 - 487+45 and Station

490+00 - 492+59, and a culvert replacement at Station 473+33, all of which are on project 1550-21-71.

All other short term detour signage will be the responsibility of each contractor under the contractor's respective contract.

Traffic Control - Road Closed Signage

Road Closed barricades and signage will be the responsibility of the each contractor in their respective contracts. Each contractor shall notify the other contractor one week in advance of road closures.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Randall Nevala at (715) 392-7356.
107-054 (20080901)

11. Public Convenience and Safety.

Replace standard spec 107.8 (4) with the following:

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

Washburn County Highway Department
Washburn County Sheriff's Department
Wisconsin State Patrol
City of Shell Lake
City of Shell Lake School District
City of Shell Lake Post Office

The Washburn County Sheriff's Department 911 dispatches to all area police, fire and ambulance services, and will relay any notification given by the contractor.

12. Coordination with Businesses.

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

Discuss the following at the meetings: schedule of operations, progress of the project, access for businesses, property owners and Memorial Park during construction and any issues associated with vehicular and pedestrian access during construction operations. Arrange for a suitable location for the meeting that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting.

108-060 (20030820)

13. Coordination.

The contractor shall be responsible for the coordination of the contract and scheduling with the utility companies, City of Shell Lake personnel, and emergency services.

The contractor shall coordinate all utility tie-ins (sanitary sewer and storm sewer) with the City's Public Works Director, Mitch Brown, (715) 468-7679. The contractor shall be responsible for coordinating all service connections to existing service with individual property owners, or their plumbers.

The contractor shall be responsible for contacting and coordinating utility activities. All property owners shall be contacted 72 hours and again 24 hours in advance of interruption in utility service. Sanitary sewer and water service may not be interrupted for a period exceeding 2 hours unless prior approval is obtained from the property owner.

Only the City of Shell Lake personnel shall operate live water main valves. The contractor shall give 24 hour notice to the City of Shell Lake when requesting valve operation.

The contractor shall be responsible for contacting and coordinating access needs of property owners. The contractor shall contact property owner in regard to the elimination of vehicular access for more than 12 consecutive hours. The property owner shall be contacted at least 24 hours in advance of such access closure.

Prior to the preconstruction conference, the contractor shall submit a written plan for providing and maintaining contract supervision through the life of the contract. This plan shall include names and phone numbers of the individuals responsible for the work as well as after-hours or emergency contacts.

14. Lighting General.

The work includes labor, material, equipment, utilities, transportation, and equipment to install lights, arms, poles, bases, pull box, wiring, conduits, etc., ready to use and acceptable to the City of Shell Lake. The contractor is expected to visit the site and examine the existing electrical service equipment prior to submitting a bid for this work. The lighting work shall include all wiring and equipment required to properly install a complete working system. The intent of the drawing and specifications is to obtain a complete lighting system; tested, adjusted and ready for operation. Incidental data not usually shown or specified, but necessary for proper installation and operation, shall be included.

The work shall conform to the latest editions of the National Electrical Code. Any lighting or electrical permit required for this work shall be obtained, and fees paid, by the contractor prior to commencing work and shall be incidental to the work.

The contractor shall check, verify, and coordinate his work with drawings and specifications for other trades under this contract. All modifications, relocations or adjustments necessary to complete work or to avoid interference with other trades shall be included. Information given herein and on drawings is as exact as could be secured but is not guaranteed. Do not scale drawings for exact dimensions.

All tests required by the Code shall be completed prior to energizing the circuits. The contractor shall be present at the time the circuits are energized. Any failures detected upon the application of electrical current shall be immediately corrected by the contractor.

15. Traffic and Sequence of Work Operations.

USH 63 shall be kept open to through two-way traffic at all times during construction activities, with the following exceptions.

When construction operations make it impractical to maintain two-way traffic within the project limits, the contractor may restrict traffic to a one-lane operation. Each lane restriction shall not exceed one mile in length. The single lane restriction shall apply to any work performed on USH 63 and all intersecting roads under this contract. No more than two single lane restrictions will be allowed on mainline USH 63 at any one time. Such restrictions will only be allowed during daytime hours and only when work is being prosecuted on the project. Two-way traffic shall be restored at the end of each day.

The contractor shall provide flaggers and appropriate warning signs to control traffic approaching each one-lane operation as shown in the plans or as directed by the engineer.

Maintain emergency access to the project area at all times.

Maintain access to all businesses and private properties at all times. Additional intermediate construction staging or staging gaps, not shown on the plans, may be necessary to maintain continuous access to all properties. If the contractor coordinates the closure of any access to a business or private property with the owner(s), provide written documentation of coordination with the owner(s) to the engineer 48 hours prior to any closures.

Keep access to Memorial Park open during construction. Protect the public with either fence chain link 4-ft or safety fence during and after retaining wall is constructed at Station 33+25'SU' - 33+50'SU' RT.

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

| | |
|--------------------------------|------------------|
| Lane closures | 3 business days |
| Construction stage changes | 14 calendar days |
| Local Street openings/closings | 7 calendar days |
| Extended closure hours | 14 calendar days |

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

Do not park equipment or material within 18 feet of the edge of the shoulder unless approved by the engineer. Do not park or store equipment or material not being used during actual performance of work within 30 feet of the edge of the traveled way.

Construction will require 5 stages.

Stage 1A: USH 63 between Station 625+00 and 833+00 will be flagged for construction operations during construction hours and open to 2-lane, 2-way normal traffic after hours and on weekends. Construction during this stage includes the reconstructing of Hilltop Road, CTH D, School Entrance, Pederson Drive, ATV/Snowmobile Trail ('T3'), Church parking lot, and U-Turn Commercial Entrance ('C1'). Construction operations requiring flagging include mill and overlay, shoulder widening, turn lane, pipe cleaning and partial replacements of culvert pipes. The pipe replacement at the existing box culvert located at Station 709+08 will require the use of the same short term detour used in project 1550-21-71. Coordinate with the contractor for Project 1550-21-71 regarding the timing of the USH 63 closure.

Stage 1B: Existing USH 63 traffic pattern will be maintained with intermittent shoulder closures to be flagged. Construction operations will include detour widening, widening of West Lake Drive, and widening of USH 63 LT (Station 829+23 - 844+71, Station 846+29 - 864+30, Station 868+00 - 886+60).

Stage 2: USH 63 traffic shifts west onto the widening constructed in Stage 1B, with traffic separated by flexible tubular markers. The construction zone will be located on the east side/northbound lane of USH 63. Construction operations include constructing the northbound lane of USH 63 and paving all asphaltic lower layers, install storm sewer, construct the ATV/Snowmobile Trail and Shared-Use path, the municipal (beach) parking lot, and all adjacent intersections (Parking Entrances, West Lake Drive and CTH B East). The adjacent intersections are to remain open to traffic for half at a time construction. City utilities and lighting on the RT side of USH 63 will be installed during this stage. A detour between 6th Avenue and 3rd Street will be permitted from Monday at 6:00 AM until Friday at 3:00 PM for a maximum time of two work weeks during the time period of June 8, 2015 – June 30, 2015 for storm sewer and city utility crossings. While USH 63 is

closed, northbound truck traffic will be detoured on STH 48 from USH 63 in Cumberland to USH 53 northbound in Trego. Southbound truck traffic will be detoured on USH 53 southbound from USH 63 in Trego to STH 48 in Cumberland. STH 70 truck traffic enroute to USH 63 southbound will be detoured on USH 53 southbound from the USH53/STH 70 interchange east of Spooner to STH 48 in Cumberland. Coordinate with the contractor for Project 1550-21-71 regarding the timing of the USH 63 closure.

During the construction of the storm sewer crossing at Station 869+99, construct the subgrade and 6 inches of Base Aggregate Dense 3/4-Inch for Stage 3 to provide for a one lane temporary driving surface (15'), to be controlled by flagging, while the storm sewer is being built from the outfall to 7 feet right of centerline. Salvage the smallest length of guardrail required to properly install the storm sewer during this construction. Restore the driving surface with 8 inches of Base Aggregate Dense 1 1/4-Inch and 3 inches of Asphaltic Surface Patching. Switch one lane traffic to the southbound side of USH 63 to allow for at least a 15 foot driving surface. Flag traffic until the two-lane two-way roadway (28.5') surface can be used without obstruction and resume stage 2 traffic control.

Temporary widening required for Stage 3 is to be constructed from Station 868+31.4 - 877+27.9 RT. The shared-use path is to be finished by Friday July 24, 2015 for the Shell Lake Triathlon.

Stage 3: USH 63 traffic shifts east onto the new northbound lane and paved median with two-lane two-way traffic separated by flexible tubular markers. The construction zone will be located on the west side/southbound lane of USH 63. Construction operations include constructing the southbound lane of USH 63 and paving all asphaltic lower layers, and reconstructing all adjacent intersections (1st Avenue, 1st Street, Parking Entrance, 4th Avenue, 5th Avenue, 6th Avenue). Construct the driveway at Shell Lake Marine. The adjacent intersections are to remain open to traffic for half at a time construction. City utilities on the LT side of USH 63 and the closure gate system located on the northwest quadrant of 4th Avenue and USH 63 will be installed during this stage.

Stage 4: USH 63 traffic will resume normal lane patterns and be in the respective northbound/southbound lanes. Construction operations will be flagged and include constructing Peterson Court, Playground Drive, USH 63 curb and gutter between Station 868+31.4 - 877+27.9 RT, and all median islands. All surface layers to be paved under flagging.

Stage 5: USH 63 traffic will continue in normal lane patterns. All pavement markings will be completed in this stage in accordance to SDD "Moving Pavement Marking Operation Two-Lane Two-Way Roadway", and remaining signing and finishing items.

16. Notice to Contractor, Construction Equipment Height Notification - FAA Regulation.

Between Station 832+53 and 839+34, aeronautical study 2014-AGL-12693-OE revealed that the use of any tall construction equipment including temporary cranes or back hoes,

with a height of more than 30 feet above ground level exceeds the SSQ approach surface for the existing RWY 14 by 17 feet; exceeds the minimum instrument flight altitude with a terminal area (TERPS criteria); and the structure would penetrate the initial climb area (ICA) for RWY 32 by 28 feet requiring Take-Off minimum and (Obstacle) departure procedures note. The proposed crane/back hoe does not constitute a substantial adverse effect because the structure would be temporary. The crane/back hoe would not be a hazard to air navigation provided these additional conditions identified below are strictly met:

1) This temporary rig shall be marked with red light and flag. Red light must conform to chapter 5, red obstruction light system, (L-810 or equivalent and minimum 32.5 candela) and flag must conform to chapter 3, marking guidelines, in accordance with FAA's advisory circular 70/7460-K, Obstruction marking and Lighting. Copy of advisory circular 70/7460-1k can be viewed and/or downloaded at https://oeaaa.faa.gov/oeaaa/external/content/AC70_7460_1K.pdf.

2) The contractor shall notify the Manager of Shell Lake Municipal Airport (SSQ) at least three business days prior to erecting the crane/back hoe and again when the temporary structure is removed from the site.

Neil Petersen, SSQ Airport Manager
11227 Farm Lane
Minnetonka, MN 55305
Phone Number: (952) 356-4942
Shell Lake Airport (715) 468-4592

3) The temporary crane/back hoe shall be lowered to the ground at night and/or when not in use.

4) It is required that the FAA be notified 3 business days prior to the temporary structure being erected and again when the structure is removed from the site. Notification should be made to this office through your registered e-filing account. Notification is necessary so that aeronautical procedures can be temporarily modified to accommodate the structure.

5) Notification is required again through your registered e-filing account when the temporary structure is removed from the site for notice to airman (NOTAM) cancellation.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed within five days after the temporary structure is dismantled. This notification is necessary through your registered e-filing account when the temporary equipment is removed from the site for notice to airman (NOTAM) cancellation. A National Flight Data Center (NFDC) Notice to Airmen (NOTAM) is required to modify the SSQ instrument procedures for the entire duration of this temporary crane/back hoe activity.

Any failure or malfunction that lasts more than 30 minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is reported notify the same number.

As recommended by the SSQ Manager, avoid all unnecessary heavy equipment parking in the over run areas of the Shell Lake Airport Runway 32. Especially avoid overnight parking of unlighted equipment along USH 63 within +/- 20 degrees of the Runway 32 Alignment (Station 832+53 to Station 839+34).

Between Station 625+00 to 832+53 and from Station 839+34 to 883+62.84, the following Aeronautical Studies were conducted: 2014-AGL-12775-OE, 2014-AGL-12776-OE, 2014-AGL-12777-OE, 2014-AGL-12778-OE, and 2014-AGL-12779-OE. Due to the proximity to airports, the use of any tall construction equipment including temporary cranes or back hoes, with a height of more than 30 feet above ground level will require advance notice to the FAA. The department has filed an initial FAA Obstruction Analysis/Airport Airspace Analysis for tall construction equipment. If the contractor proposes to use equipment taller than 30 feet above ground level; previously applied for by the department, the contractor must do a reapplication with coordination through WisDOT so a revision can be made to the airspace analysis.

For any portion of the project, if the contractor exceeds the previously filed time window April 1, 2015 through May 19, 2016, an extension needs to be requested. A Request for Extension of the effected period of this determination must be e-filed at least 15 days prior to the expiration date. This determination expires on May 19, 2016 unless extended, revised, or terminated by the issuing office. After re-evaluation of current operations in the area of the structure to determine that no significant aeronautical changes have occurred, your determination may be eligible for one extension of the effective period.

FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) website:

<http://oeaaa.faa.gov/oeaaa/external/portal.jsp>

This determination is based, in part, on the foregoing description which includes specific coordinates and heights. Any changes in coordinates and/or heights will void this determination. Any future construction or alteration, including increase to heights, requires separate notice to the FAA.

This determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the contractor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

17. Removing Split Rail Fence.

One week prior to excavation near the split rail fence located at Station 863+40 to Station 863+45 Right, contact Mitch Brown, City of Shell Lake, Director of Public Works at (715) 468-7679 so they may remove and salvage the fence.

18. Removing Utility Poles.

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

Completely disassemble the existing utility poles and carefully remove all salvageable hardware and other appurtenances in a manner that will preclude any damage (cutting or destructive measures are not allowed). Store the salvaged materials on the right-of-way, outside the limits of construction at a location approved by the engineer.

Upon completion of the removal and storage of salvageable materials, contact Mitch Brown, City of Shell Lake, Director of Public Works at (715) 468-7679. The City of Shell Lake will inspect the materials and will have the right to reject any damaged or otherwise unacceptable materials.

Remove all other materials from the right-of-way and properly dispose of them, including items rejected by the City of Shell Lake.

19. Removing Buildings Parcel 16.

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

John Roelke, License Number AII-119523, inspected building located at 466 USH 63 (aka Parcel 16) for asbestos on November 20, 2014. Regulated Asbestos Containing Material (RACM) was found at this location in the following locations and quantities: Approximately 1,100 sq ft of Category I non-friable RACM is present in the tar paper on the roof.

The RACM on this building must be abated by a licensed abatement contractor. A copy of the inspection report is available from <ftp://ftp.dot.wi.gov/dtsd/nw-region/nw-projects/15603171/1560-31-21ACM462466USH63ShellLake.pdf>. In accordance with NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form and the abatement report to Amy Adrihan, Phone (715) 392-7972 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: Building Parcel 16
- Site Address: 466 USH 63, Shell Lake, WI 54801.
- Ownership Information: WisDOT NW Region, 1701 North 4th Street, Superior, WI 54880
- Contact: Philip Keppers
- Phone: (715) 395-3027
- Age: ±80 years
- Area: 1100 SF (50-FT x 22-FT) of roof

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.

20. Select Borrow.

Conform to the requirements of standard spec 208 and as hereinafter provided.

Material

Furnish and use material that consists of granular material meeting the following requirements: Grade 1 or Grade 2 of standard spec 209.
208-005 (20031103)

21. QMP Base Aggregate.

A Description

A.1 General

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.
- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.

- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
 1. Production and placement control and inspection.
 2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

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

A.2 Contractor Testing for Small Quantities

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

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

^[1] If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.

^[2] For 3-inch material, obtain samples at load-out.

^[3] If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.

3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
 4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

B Materials

B.1 Quality Control Plan

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

B.2 Personnel

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

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

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

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

B.3 Laboratory

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

Materials Management Section

3502 Kinsman Blvd.

Madison, WI 53704

Telephone: (608) 246-5388

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

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

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

B.4.3 Control Charts

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

B.5 Contractor Testing

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.

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

B.6 Test Methods

B.6.1 Gradation

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:
 Gradation..... AASHTO T 27
 Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:

1. Control limits are at the upper and lower specification limits.
2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.

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

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
 1. One non-random test on the first day of placement.
 2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.

- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

B.8.3 Independent Assurance

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

B.9 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.

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

C (Vacant)

D (Vacant)

E Payment

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

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22. Protecting Concrete.

Add the following to standard spec 415.3.14:

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.

23. QMP Ride; Incentive IRI Ride, Item 440.4410.S.

A Description

- (1) This special provision describes profiling pavements with a non-contact profiler, locating areas of localized roughness, and determining the International Roughness Index (IRI) for each wheel path segment.
- (2) Profile the final riding surface of all mainline pavements. Include auxiliary lanes in Category I and II segments; crossroads with county, state or U.S. highway designations greater than 1500 feet in continuous length; bridges, bridge approaches; and railroad crossings. Exclude roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections.
- (3) The engineer may direct straightedging under standard spec 415.3.10 for pavement excluded from localized roughness under C.5.2 (1); for bridges; and for roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections. Other surfaces being tested under this provision are exempt from straightedging requirements.

B (Vacant)

C Construction

C.1 Quality Control Plan

- (1) Submit a written quality control plan to the engineer at or before the pre-pave meeting. Ensure that the plan provides the following elements:
 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of all quality control personnel.
 2. The process by which quality control information and corrective action efforts will be disseminated to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
 3. The methods and timing used for monitoring and/or testing ride quality throughout the paving process. Also indicate the approximate timing of acceptance testing in relation to the paving operations.
 4. The segment locations of each profile run used for acceptance testing.
 5. Traffic Control Plan

C.2 Personnel

- (1) Have a profiler operator, certified under the department's highway technician certification program (HTCP), operate the equipment, collect the required data, and analyze the results using the methods taught in the HTCP profiling course. Ensure that an HTCP-certified profiler operator supervises data entry into the material records system (MRS).

C.3 Equipment

- (1) Furnish a profile-measuring device capable of measuring IRI from the list of department-approved devices published on the department's web site:
<http://roadwaystandards.dot.wi.gov/standards/qmp/index.htm>
- (2) Unless the engineer and contractor mutually agree otherwise, arrange to have a calibrated profiler available when paving the final riding surface.
- (3) Perform daily calibration verification of the profiler using test methods according to the manufacturer's recommendations. Notify the engineer before performing the calibration verification. If the engineer requests, arrange to have the engineer observe the calibration verification and operation. Maintain records of the calibration verification activities, and provide the records to the engineer upon request.

C.4 Testing

C.4.1 Run and Reduction Parameters

- (1) Enter the equipment-specific department-approved filter settings and parameters given in the approved profilers list on the department's QMP ride web site.
<http://roadwaystandards.dot.wi.gov/standards/qmp/profilers.pdf>

C.4.2 Contractor Testing

- (1) Operate profilers within the manufacturer's recommended speed tolerances. Perform all profile runs in the direction of travel. Measure the longitudinal profile of each wheel track of each lane. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.
- (2) Coordinate with the engineer to schedule profile runs for acceptance. The department may require testing to accommodate staged construction or if corrective action may be required.
- (3) Measure the profiles of each standard or partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Field-locate the beginning and ending points for each profile run. When applicable, align segment limits with the subplot limits used for testing under the QMP Concrete Pavement specification. Define segments one wheel path wide and distinguished by length as follows:
 1. Standard segments are 500 feet long.
 2. Partial segments are less than 500 feet long.

- (4) Treat partial segments as independent segments.

The department will categorize each standard or partial segment as follows:

| Segments with a Posted Speed Limit of 55 MPH or Greater | |
|--|--|
| Category | Description |
| HMA I | Asphalt pavement with multiple opportunities to achieve a smooth ride. The following operations performed under this contract are considered as opportunities: a layer of HMA, a leveling or wedging layer of HMA, and diamond grinding or partial depth milling of the underlying pavement surface. |
| HMA II | Asphalt pavement with a single opportunity to achieve a smooth ride. |
| HMA III | Asphalt pavement segments containing any portion of a bridge, bridge approach, railroad crossing, or intersection. An intersection is defined as the area within the points of curvature of the intersection radii. |
| PCC II | Concrete pavement. |
| PCC III | Concrete pavement segments containing any portion of a bridge, bridge approach, railroad crossing, intersection or gap. An intersection is defined as the area within the points of curvature of the intersection radii. |

| Segments with Any Portion Having a Posted Speed Limit Less Than 55 MPH | |
|---|---|
| Category | Description |
| HMA IV | Asphalt pavement including intersections, bridges, approaches, and railroad crossings. |
| PCC IV | Concrete pavement including gaps, intersections, bridges, approaches, and railroad crossings. |

C.4.3 Verification Testing

- (1) The department may conduct verification testing (QV) to validate the quality of the product. A HTCP certified profiler operator will perform the QV testing. The department will provide the contractor with a listing of the names and telephone numbers of all verification personnel for the project.
- (2) The department will notify the contractor before testing so the contractor can observe the QV testing. Verification testing will be performed independent of the contractor's QC work using separate equipment from the contractor's QC tests. The department will provide test results to the contractor within 1 business day after the department completes the testing.
- (3) The engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's testing procedures and equipment. Both parties will document all investigative work.

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

C.4.4 Documenting Profile Runs

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

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

The ProVAL software is available for download at:

<http://www.roadprofile.com>.

- (2) As part of the profiler software outputs and ProVAL reports, document the areas of localized roughness. Field-locate the areas of localized roughness prior to the engineer's assessment for corrective actions. Document the reasons for areas excluded and submit to the engineer.
- (3) Within 5 business days after completing profiling of the pavement covered under this special provision, unless the engineer and contractor mutually agree to a different timeline, submit the electronic ProVAL project file containing the .ppf files for each profiler acceptance run data and Ride Quality Module Reports, in .pdf format using the department's Materials Reporting System (MRS) software available on the department's web site:

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

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

C.5 Corrective Actions

C.5.1 General

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

C.5.2 Corrective Actions for Localized Roughness

- (1) Apply localized roughness requirements to all pavements, including HMA III, PCC III, HMA IV, and PCC IV; except localized roughness requirements will not be applied to pavements within 25 feet of the following surfaces if they are not constructed under this contract: bridges, bridge approaches, or railroad crossings. The department may direct the contractor to make corrections to the pavement within the 25-foot exclusionary zones.
- (2) The engineer will review each individual wheel track for areas of localized roughness. The engineer will assess areas of localized roughness within 5 business days of receiving notification that the reports were uploaded. The engineer will analyze the report documenting areas that exceed an IRI of 200 in/mile and do one of the following for each location:
 1. Direct the contractor to correct the area to minimize the effect on the ride.
 2. Leave the area of localized roughness in place with no pay reduction.
 3. Except for HMA IV and PCC IV segments, assess a pay reduction as follows for each location in each wheel path:

| Localized Roughness IRI (in/mile) | Pay Reduction^[1] (dollars) |
|--|--|
| > 200 | (Length in Feet) x (IRI – 200) |

^[1] A maximum \$250 pay reduction may be assessed for locations of localized roughness that are less than or equal to 25 feet long. Locations longer than 25 feet may be assessed a maximum pay reduction of \$10 per foot.

- (3) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without independent identification of that area as determined by physically riding the pavement. For corrections, use only techniques the engineer approves.
- (4) Re-profile corrected areas to verify that the IRI is less than 140 in/mile after correction. Submit a revised ProVAL ride quality module report to the reference documents section of the MRS for the corrected areas to validate the results.

C.5.3 Corrective Actions for Excessive IRI

- (1) If an individual segment IRI exceeds 140 in/mile for HMA I, HMA II, and PCC II pavements after correction for localized roughness, the engineer may require the contractor to correct that segment. Correct the segment final surface as follows:

- HMA I: Correct to an IRI of 60 in/mile using whichever of the following methods as approved by the engineer:
Mill and replace the full lane width of the riding surface excluding the paved shoulder.
Continuous diamond grinding or fine-tooth milling the full lane width, if required, of the riding surface including adjustment of the paved shoulders.
- HMA II: Correct to an IRI of 85 in/mile using whichever of the following methods as approved by the engineer:
Mill and replace the full lane width of the riding surface excluding the paved shoulder.
Continuous diamond grinding or fine-tooth milling of the full lane width, if required, of the riding surface including adjustment of the paved shoulders
- PCC II: Correct to an IRI of 85 in/mile using whichever of the following methods as approved by the engineer:
Continuous diamond grinding of the full lane width, if required, of the riding surface including adjustment of the paved shoulders. Conform to sections C.1 through C.4 of Concrete Pavement Continuous Diamond Grinding Special provision contained elsewhere in the contract.
Remove and replace the full lane width of the riding surface.

- (2) Re-profile corrected segments to verify that the final IRI meets the above correction limits and there are no areas of localized roughness. Enter a revised ProVAL ride quality module report for the corrected areas to the reference documents section of the MRS. Segments failing these criteria after correction are subject to the engineer's right to adjust pay for non-conforming work under standard spec 105.3.

C.6 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate testing procedures, and perform additional testing.
- (2) If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming pavement, the department will use third party testing to resolve the dispute. The department's Quality Assurance Unit, or a mutually agreed on independent testing company, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in

error will pay service charges incurred for testing by an independent tester. The department may use third party tests to evaluate the quality of questionable pavement and determine the appropriate payment.

D Measurement

- (1) The department will measure Incentive IRI Ride by the dollar, adjusted as specified in E.2.

E Payment

E.1 Payment for Profiling

- (1) Costs for furnishing and operating the profiler, documenting profile results, and correcting the final pavement surface are incidental to the contract. The department will pay separately for engineer-directed corrective action performed within the 25-foot exclusionary zones under C.5.2 as extra work.

E.2 Pay Adjustment

- (1) The department will pay incentive for ride under the following bid item:

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--------------------|------|
| 440.4410.S | Incentive IRI Ride | DOL |

- (2) Incentive payment is not limited, either up or down, to the amount the schedule of items shows.
- (3) The department will administer disincentives for ride under the Disincentive IRI Ride administrative item.
- (4) The department will not assess disincentive on HMA III or PCC III segments. Incentive pay for HMA III and PCC III segments will be according to the requirements for the category of the adjoining segments.
- (5) The department will adjust pay for each segment based on the initial IRI for that segment. If corrective action is required, the department will base disincentives on the IRI after correction for pavement meeting the following conditions:
 - All Pavement: The corrective work is performed in a contiguous, full lane width section 500 feet long, or a length as agreed with the engineer.
 - HMA Pavements: The corrective work is a mill and inlay or full depth replacement and the inlay or replacement layer thickness conforms to standard spec 460.3.2.
 - Concrete Pavements: The corrective work is a full depth replacement and conforms to standard spec 415.

- (6) The department will adjust pay for 500-foot long standard segments nominally one wheel path wide using equation “QMP 1.04” as follows:

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

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

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

^[1] If department will not assess a ride disincentive for HMA pavement placed in cold weather because of a department-caused delay as specified in standard spec 450.5(4) of the contract additional special provisions (ASP 6).

^[2] If the engineer directs placing concrete pavement for department convenience, the department will not adjust pay for ride on pavement the department orders the contractor to place when the air temperature falls below 35 F.

- (7) The department will prorate the pay adjustment for partial segments based on their length.

24. QMP HMA Pavement Nuclear Density.

A Description

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
 1. Selection of test sites.
 2. Testing.
 3. Necessary adjustments in the process.
 4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:
<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>
- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:
<http://www.atwoodsystems.com/mrs>

B Materials

B.1 Personnel

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

B.2 Testing

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

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges from the department's approved product list at
<http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.

- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:

Materials Management Section
3502 Kinsman Blvd.
Madison, Wisconsin 53704
Telephone: (608) 243-5998

B.3.2 Correlation of Nuclear Gauges

B.3.2.1 Correlation of QC and QV Nuclear Gauges

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

B.3.2.2 Correlation Monitoring

- (1) After performing the gauge correlation specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform correlation monitoring of the QC, QV, and all back-up gauges at the project reference site.
- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.

- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft³ of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft³ of its reference value established in B.3.2.2(2).
- (4) Maintain the reference site test data for each gauge at an agreed location.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

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

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

Table 1

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

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.

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

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

Table 2

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

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

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be according to standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.

- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft^3 of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft^3 each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft^3 , use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft^3 after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

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

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

- (1) Delete standard spec 460.5.2.3.
- (2) If the lot density is greater than the minimum specified in standard spec table 460-3 and all individual air voids test results for that mixture are within +1.0 percent or -0.5 percent of the design target in standard spec table 460-2, the department will adjust pay for that lot as follows:

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

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

460-020 (20100709)

25. Culvert Pipe Liners, 24-Inch, Item 520.9700.S.01; Culvert Pipe Liners, 36-Inch, Item 520.9700.S.02; Cleaning Culvert Pipes for Liner Verification, Item 520.9750.S.

A Description

This special provision describes providing and pressure grouting culvert pipe liners for circular culverts.

B Materials

B.1 General

Provide flow calculations at the preconstruction conference. Use contractor-proposed liner properties, the Manning's coefficients listed on the department's approved products list, and base calculations on existing culvert sizes and liner sizes the plans show. Ensure that pipes when lined have a capacity within $\pm 5\%$ of the original full flow capacity of the pipe.

B.2 Flexible Pipe Liner

Use liners with a Manning's coefficient value published on the department's approved products list. Upon delivery provide manufacturer certificates of compliance certifying that the liners conform to the following:

| Pipe Type | ASTM Designation | ASTM D3350 Resin |
|---|------------------|------------------|
| High Density Polyethylene (HDPE) Profile Wall Pipe | F894 | 345463C |
| Solid Wall Pipe | F714 | 345463C |
| Polyvinylchloride (PVC) | F949 | --- |

B.3 Grout

Provide grout consisting of:

- One part of type I or II portland cement
- Three parts sand conforming to standard spec 501.2.5.
- Water to achieve required fluidity.

Alternatively the contractor may use an engineer-approved commercial cellular concrete grout conforming to the following:

| | | |
|----------------------|----------------------------|---|
| Cement | ASTM C150 | Type I or II |
| Density | ASTM C495 (no oven drying) | 50 pcf min |
| Compressive Strength | ASTM C495 | 300 psi @ 28 day min 100 psi in 24 hours |
| Shrinkage | ASTM | 1% by volume |
| Flow | ASTM C939 | 35 sec max |

C Construction

C.1 General

As soon as possible after contract execution, survey existing culvert pipes to determine which culverts need cleaning in order to verify the required liner diameter and length. Notify the engineer before cleaning to confirm payment under the Cleaning Culvert Pipes for Liner Verification bid item.

Coordinate with the engineer to field verify culvert diameter and length, shape, material, and condition before ordering the liners.

Obtain easements if necessary for installing long sections of pipe.

C.2 Excavating and Cleaning

Before inserting the liner, clean and dry the pipe. Excavate and pump as required to remove debris and other materials that would interfere with the placement or support of the inserted liner. Dispose of and replace unserviceable endwalls as the engineer directs.

C.3 Placing Liners

Unload liners using slings and boom-type trucks or equivalents. Do not use chains or wire rope to handle liners and do not dump liners from the trucks when unloading.

Connect joints conforming to the manufacturer's recommendations.

C.4 Pressure Grouting

After the liner is in place, fill the area between the original pipe and the liner completely with grout to provide uniform space between the liner and the original pipe. Block, grout in lifts, or otherwise secure liners to prevent floatation associated while grouting.

Use a grout plant that is capable of accurately measuring, proportioning, mixing, and discharging by volume and at discharge pressures the liner manufacturer recommends. Do not exceed manufacturer-specified maximum pressures. The contractor may place grout in lifts to prevent exceeding maximum allowable pressures.

C.4 Site Restoration

Replace pipe sections damaged or collapsed during installation or grouting operations. Restore the grade to its original or improved cross section. Dispose of waste material.

D Measurement

The department will measure the Culvert Pipe Liners bid items by the linear foot measured in place for each culvert location, acceptably completed.

The department will measure Cleaning Culvert Pipes for Liner Verification as each culvert, acceptably cleaned. The department will only measure culverts the engineer approves for payment.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|---|------|
| 520.9700.S.01 | Culvert Pipe Liners 24-Inch | LF |
| 520.9700.S.02 | Culvert Pipe Liners 36-Inch | LF |
| 520.9750.S | Cleaning Culvert Pipes for Liner Verification | Each |

Payment for the Culvert Pipe Liners bid items is full compensation for providing pipe liners; obtaining easements; for excavation and pumping; for cleaning the existing pipe before liner installation; for pressure grouting; for replacing contractor-damaged pipe and endwalls; and for restoring the grade and disposing of waste materials.

The department will pay the contractor \$150 per cubic yard for grout required in excess of 110 percent of the theoretical quantity required to fill the space between the inside diameter of the existing pipe and the outside diameter of the liner.

Payment for Cleaning Culvert Pipes for Liner Verification is full compensation for cleaning required to verify liner length and diameter; for excavation and pumping; and for disposing of waste material.

The department will pay separately for replacing unserviceable endwalls not rendered unserviceable by contractor operations under the appropriate contract endwall bid item, or absent the appropriate item as extra work.

520-015 (20140630)

26. Riprap.

Replace standard spec 606.2.1(3) with the following:

Do not substitute waste concrete for stones.

27. Catch Basins, Manholes, and Inlets.

Construct catch basins, manholes, and inlets in accordance to standard spec 611 except as hereinafter modified:

Construct catch basins, manholes, and inlets using only precast or cast in place concrete masonry options. The brick masonry or concrete brick or block masonry options shall not be used.

28. Inlet Covers Type S.

Replace standard spec 611.3.6.2 with the following:

Under the temporary widening, furnish and install new or used covers, including frame and grates, or a similar cover as approved by the engineer.

29. Cover Plates Temporary, Item 611.8120.S.

A Description

This special provision describes furnishing, installing and removing a steel plate to cover and support asphaltic pavement and traffic loading at manholes, inlets and similar structures during milling and paving operations.

B Materials

Provide a 0.25-inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

C (Vacant)

D Measurement

The department will measure Cover Plates Temporary as units, acceptably completed in place.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|------------------------|------|
| 611.8120.S | Cover Plates Temporary | Each |

Payment is full compensation for furnishing, installing, and removing the cover plates.

The steel plates shall become the property of the contractor when no longer needed in the contract work.

611-006 (20030820)

30. Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.01.

A Description

This special provision describes furnishing and placing polystyrene insulation board as shown on the plans and as hereinafter provided.

B Materials

Provide polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230, except as hereinafter revised.

Delete flammability requirement.

B.1 Certification

Before installation, obtain from the manufacturer a certification indicating compliance and furnish it to the engineer.

C (Vacant)

D Measurement

The department will measure Insulation Board Polystyrene (2-Inch) by area in square yards 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 |
|---------------|-------------------------------------|------|
| 612.0902.S.01 | Insulation Board Polystyrene 2-Inch | SY |

Payment is full compensation for furnishing all excavation; and for furnishing and placing the insulation board.
612-005 (20030820)

31. Salvaged Rail.

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

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

- Posts - banded and neatly stacked on pallets.
- Blocks - banded and neatly stacked on pallets.
- Beams - banded and neatly stacked on pallets.
- Hardware - in 5 gallon pails or burlap sacks.

Upon completion of the removal and storage of salvageable materials, contact Frank Scalzo, Washburn County Highway Operations Manager at (715) 635-4480. Washburn County will inspect the materials and shall have the right to reject any damaged or otherwise unacceptable material.

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

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

32. Fence Safety, Item 616.0700.S.**A Description**

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

B Materials

Furnish notched conventional metal “T” or “U” shaped fence posts.

Furnish fence fabric meeting the following requirements.

| | |
|----------------------------|--|
| Color: | International orange (UV stabilized) |
| Roll Height: | 4 feet |
| Mesh Opening: | 1 inch min to 3 inch max |
| Resin/Construction: | High density polyethylene mesh |
| Service Temperature: | -60° F to 200° (ASTM D648) |
| Tensile Yield: | Avg. 2000 lb per 4 ft. width (ASTM D638) |
| Ultimate Tensile Strength: | Avg. 3000 lb per 4 ft. width (ASTM D638) |
| Elongation at Break (%): | Greater than 100% (ASTM D638) |
| Chemical Resistance: | Inert to most chemicals and acids |

C Construction

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

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

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

D Measurement

The department will measure Fence Safety by the linear foot along the base of the fence, center-to-center of posts, 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 |
|-------------|--------------|------|
| 616.0700.S | Fence Safety | LF |

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

616-030 (20070510)

33. Topsoil.

Perform this work in accordance to standard spec 625 and as herein provided.

Pulverize and screen the topsoil to meet the required sieve specifications.

34. Seeding Temporary.

Add the following to standard spec 630.3.3:

Apply Seeding Temporary to all disturbed areas that are to be permanently seeded to act as a "nurse" grass. Apply Seeding Temporary separately from the application of other seed mixtures to ensure uniform application rates due to the varying seed sizes.

35. Removing Signs Type II.

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

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

Junction 253 and 63
Green Valley Road
Spooner, WI 54801

36. Field Facilities.

Add the following to standard spec 642.2.1(3):

Provide a water cooler to dispense the bottled drinking water.

Add the following to standard spec 642.3:

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.

37. Traffic Control.

Add the following to standard spec 643.3.1:

Cover and/or remove traffic control devices from the traveled way and shoulders of the roadway when not in use. Cover or render lighting devices inoperative when not in use. Provide to the engineer, City of Shell Lake Police Department, Washburn County Sheriff's Department, and the State Patrol District Headquarters responsible for that county with the current telephone number(s) which the contractor or their representative can be contacted at all times in the event a safety hazard develops. Repair, replace or restore the

damaged or disturbed traffic control devices within two hours from the time notified or made aware of the damaged or disturbed traffic control devices.

Keep appropriate emergency officials informed of routes to provide emergency services. Do not park or store equipment, vehicles, or construction materials within 30 feet of the edge of the traffic lane of any roadway during non-working hours. Utilize two-way radios, and/or additional flag persons, within lane closure areas and at public road intersections, in order to positively direct, control, and safeguard traffic through the work zone.

All contractor vehicles or equipment operating within the project limits shall be equipped with and have flashing yellow lights operating.

A third flag person is required at all moving construction operations involving milling, paving, and shouldering. The third flag person is required to be located at the area of the moving operation to safely guide traffic around the equipment and personnel working at the moving operation.

All department owned signs that are removed by the contractor because of interference with construction operations shall, unless otherwise authorized by the engineer, be promptly replaced as directed by the engineer. At no time may stop signs be removed or moved without flag persons present.

Contractor equipment shall remain within DOT right-of-way during construction.

38. Pavement Marking Same Day Epoxy 4-Inch and Pavement Marking Epoxy 4-Inch.

This work shall be in accordance to the pertinent requirements of standard spec 646 and as herein provided.

Placement of Pavement Marking Same Day Epoxy to be completed prior to placement of rumble strips shall be completed at the following application rate of 16.5 gallons per mile (15 mil thickness). After completion of Asphalt Center Line Rumble Strip 2-Lane Rural, place Pavement Marking Epoxy 4-Inch at the application rate of 22 gallons per mile (20 mil thickness) in accordance to 646.3.1.2 and within the timeline to be determined by the engineer.

39. Locating No-Passing Zones, Item 648.0100.

For this project, the spotting sight distance in areas with a 55 mph posted speed limit is 0.21 miles (1108 feet).

648-005 (20060512)

40. General Requirements for Electrical Work.

Add the following paragraph to standard spec 651.2:

(7) The approved products list is located at:

<http://www.dot.wisconsin.gov/business/engrserv/docs/ap1/electrical.pdf>

41. Dust Abatement.

Add the following to standard spec 104.6.1 and standard spec 690:

Between Station 817+00 and Station 883+62.84 dry brooming of the pavement will not be allowed.

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

42. Crack and Damage Survey, Item 999.1500.S.

A Description

This special provision describes conducting a crack and damage survey of the residences and business located at Station 846+00 to Station 879+00 Left and Station 877+40 to Station 879+00 Right.

This Crack and Damage Survey shall consist of two parts. The first part, performed prior to construction activities, shall include a visual inspection, photographs, and a written report describing the existing defects in the building(s) being inspected. The second part, performed after the construction activities, shall also include a visual inspection, photographs, and written report describing any change in the building's condition.

B (Vacant)

C Construction

Prior to any construction activities, thoroughly inspect the building structures for existing defects, including interior and exterior walls. Submit a written report of the inspector's name, date of inspection, descriptions and locations of defects, and photographs. The intent of the written report and photographs is to procure a record of the general physical condition of the building's interior and exterior walls and foundation. The report shall be typed on bond paper and be in text form.

The photographs shall be taken by a professional photographer capable of producing sharp, grain free, high-contrast colored pictures with good shadow details. The photographs shall be 3½ inch by 5 inch color prints, glossy, and mounted in protective

storage pages with clear slip-in pockets and clear background. Each sheet shall hold four prints. The back of each photograph shall contain the following information:

ID _____
Building Location _____
View looking _____
Date _____
Photographer _____

Prior to the start of any construction activities pertinent to this survey, submit a copy of the written report and photographs to the engineer.

After the construction activities are complete, conduct another survey in the same manner, take photographs, and submit another written report to the engineer.

In lieu of photographs, a professional videographer may be hired to use a video camera capable of producing a video with the clarity required to perform this work.

D Measurement

The department will measure Crack and Damage Survey as single complete 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 |
|-------------|-------------------------|------|
| 999.1500.S | Crack and Damage Survey | LS |

Payment is full compensation for providing the before and after written reports, and for photographs or video.

999-010 (20130615)

43. Coloring Concrete, Item SPV.0035.02.

A Description

This special provision describes coloring concrete in accordance to standard spec 405, as shown in the plans, and hereinafter provided.

B Materials

Furnish Scofield Chromix color C-14 French Gray or Cemstone Rheocolor CPC 142L Split Rock or equivalent as approved by the City of Shell Lake that is according to the pertinent requirements of standard spec 405.2.

C Construction

Construct work under standard spec 405.3 and as herein provided.

After basic floating operations have been completed, hand float slabs using wood float to produce a continuous slip resistant swirl patterned surface, free from porous spots, irregularities, depressions, and small pockets or rough spots such as may be caused by

accidentally disturbing particles of coarse aggregate embedded near the surface. Use natural arm circular motion to produce rows of approximately 1-foot radius swirl pattern covering approximately half of the preceding row with each successive row.

D Measurement

The department will measure Coloring Concrete by the cubic yard, in accordance to standard spec 405.

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 | Coloring Concrete | 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; and for other costs not included in associated contract bid items.

44. Temporary Crosswalk Access, Item SPV.0045.01.

A Description

This special provision describes maintaining accessible crosswalks crossing the construction zone on existing pavement, new pavement, or temporary surface material as shown in the plans. Provide two accessible crosswalks across USH 63 within the construction limits and as directed by the engineer in the field.

B Materials

Furnish a hard temporary surface material consisting of asphaltic surface temporary in accordance to standard spec 465.2, any grade of concrete in accordance to standard spec 602.2, skid resistant steel plating, or alternative material as directed by the engineer in the field.

Gravel or base course material is not acceptable.

Furnish 4-inch diameter polyvinyl chloride drainage pipe conforming AASHTO M 278 for temporary surface drainage as needed.

Furnish a protective layer for use in protecting the existing curb and gutter and existing pavement from the temporary pavement in order to allow easy removal of asphaltic surface where necessary. Obtain approval from the engineer for the protective layer material.

C Construction

C.1 Crosswalk

Install, maintain, move, and remove Temporary Crosswalk Access as shown on the plans and as directed by the engineer. Level and compact the surface prior to placing any

Temporary Pavement surface material. The temporary crosswalk shall have a minimum clear width of 5 feet; be located outside the immediate work area, as approved by the engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). Install safety fence along both sides of the temporary crosswalk in construction work zone. Provide a gap in the safety fences as to provide access for construction vehicles across the crosswalk access. The maximum width of the gap shall be 15 feet. Reconstruct Temporary Crosswalk Access when disturbed by construction operations or utility trenches.

C.2 Temporary Curb Ramp

Place 4-inch PVC drainage pipe in the flow line of the curb and gutter when necessary to maintain storm water drainage. Keep drainage pipe free of any debris that would inhibit drainage through the pipe.

Place a protective layer between the existing curb and gutter or existing pavement and the asphaltic surface temporary or concrete for temporary curb ramp when preservation of the existing pavement or concrete is necessary.

For any portion of temporary curb ramp in a terrace area, form the foundation by excavating at least 3 inches. Tamp or compact the foundation to ensure stability.

Place asphaltic surface temporary in accordance to standard spec 465.3.1 or place concrete in accordance to standard spec 602.3.2.3, and as shown in the plan.

Maintain temporary curb ramps until permanent curb ramps and crosswalks are in place and open to pedestrian traffic as directed by the engineer.

Remove temporary curb ramps once permanent curb ramps and crosswalks are open and operational and restore the site.

D Measurement

The department will measure Temporary Crosswalk Access by the day, acceptably completed. The measured quantity will equal the number of calendar days a temporary crosswalk through the work area is open to pedestrian traffic. A temporary crosswalk is defined as an accessible crossing of a single leg of an intersection with existing, temporary, or finished curb ramps meeting ADA requirements. Each day that the crosswalk is out of service for more than 2 hours will result in one day being deducted from the quantity measured for payment. Once the finished pavement and finished curb ramps and adjacent sidewalk are installed, the crossing will no longer be measured for payment.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|----------------------------|------|
| SPV.0045.01 | Temporary Crosswalk Access | Day |

Payment is full compensation for preparation of surfaces for furnishing, loading, and hauling materials; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material and underlying base aggregate; for reconstructing or relaying the temporary surface material; and for furnishing, installing and moving pedestrian crossing signs except for the following items which will be paid for separately; Asphaltic Surface Temporary and Fence Safety.

45. Cleaning Culvert Pipes Minimal, Item SPV.0060.03; Cleaning Culvert Pipes Full, Item SPV.0060.04; Cleaning Ditch, SPV.0060.05.

A Description

This special provision describes work required for cleaning culvert pipes and ditches in accordance to the pertinent requirements of standard spec 205 and standard spec 520 and as hereinafter provided.

B (Vacant)

C Construction

Haul materials and removed onsite to an upland waste site. Do not dispose of materials within the surrounding wetlands or low areas. Use a containment system if necessary.

Minimal Cleaning - Remove vegetation and built up sedimentation from just inside the culvert, or miscellaneous debris that is reachable with a hand shovel, to a radius of 10-15 feet from the end of the culvert or along the ditchline of channel. Some hand work will be required to remove material from the culvert end or apron end wall area. Estimated removal of material is 5-10 cubic yards as each location.

Full Cleaning - Remove vegetation and built up sedimentation from just inside the culvert, or miscellaneous debris that is reachable with a hand shovel, to a radius of 20-30 feet from the end of the culvert or along the ditchline of channel. Some hand work will be required to remove material from the culvert end or apron end wall area. Estimated removal of material is 10-15 cubic yards as each location.

Ditch Cleaning - In addition to cleaning out culvert pipe ends and the immediate area, it will also be necessary to clean some ditches leading up to or from some culverts to help them function efficiently. Remove vegetation, woody debris and built up sedimentation in the ditchline at the location and within the extents shown in the plan. Estimated removal of material is 10-30 cubic yards at each location. Garden and apply erosion control measures to the disturbed areas as soon as work is complete at each location, as appropriate. For locations with a constant flow of water or that have standing water at the inlet and/or discharge end of the culvert, area and/or ditch should be left with as level a bottom as possible. Ensure the drainage way is free of dirt clumps or other debris from work performed in the area.

D Measurement

The department will measure Cleaning Culvert Pipes Minimal, Cleaning Culvert Pipes Full, and Cleaning Ditch 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.0060.03 | Cleaning Culvert Pipes Minimal | Each |
| SPV.0060.04 | Cleaning Culvert Pipes Full | Each |
| SPV.0060.05 | Cleaning Ditch | Each |

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

Any erosion mat will be measured and paid for separately under the pertinent items provided in the contract.

46. Rotate Sanitary Manhole Cones, Item SPV.0060.06.

A Description

This special provision describes rotating existing sanitary manhole cones and adjusting existing sanitary manhole covers to finish grade by adding or removing concrete adjusting rings. Perform this work in accordance to standard spec 61 and as hereinafter provided.

B Materials

The manhole cone shall be connected to the barrel using butyl rubber gasket material or other material approved by the engineer.

Concrete adjusting rings shall substantially conform to the diameter dimensions of the respective manhole corbel and have a height of 2 to 6 inches. Reinforce Concrete adjusting rings with No. 2 reinforcing rod centered within the ring. Cracks, exposed bar, or other damage or defect shall be considered cause for rejection of adjusting rings.

Elastomeric waterproofing sealer shall be a single component moisture curing polyurethane applied to form a continuous membrane, as detailed in Section 8.41.1 of the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition with Addendum No.1 and No.2.

C Construction

The existing sanitary manhole cone shall be rotated 180 degrees from the existing direction and as shown on the plans.

Frame and cover shall be adjusted to the elevation given on the plan or as below by removing or adding the appropriate amount of precast concrete grade rings. Prevent any

debris from falling into the manhole. Any debris which falls into the manhole shall be removed immediately.

Manhole chimney rings and frame shall be set on a bed of mortar, 5/8-inch minimum thickness, extending the full width of and continuously around the top of the chimney. Do not use bricks, stones, wood or pieces thereof. The inner and outer faces of the mortar joint shall be trowel finish.

Set casting on a full mortar bed.

All masonry work shall be cured a minimum of 24 hours prior to applying an elastomeric waterproofing seal. All surfaces shall be cleaned and primed in accordance to the manufacturer's recommendation.

Elastomeric waterproofing sealer shall be applied so that it forms a continuous membrane, 100-mil thick, extending from a point 4 inches below the chimney to a point 2 inches above the frame flange. The engineer reserves the right to require bond breaker (duct tape) be placed completely around the manhole circumference and centered over the mortar joint between the frame and chimney or cone.

Adjacent backfill shall not be placed within 24 hours of applying the sealer. The manhole frame shall be set at the elevation given on the plan or, when no such elevation is given, they shall be set as follows:

- **Within A Traveled Roadway.** Within a traveled roadway or in the shoulders of a highway, the top of the manhole frame shall be set ½-inch below the shoulder or pavement surface.
- **In Other Locations.** In other locations, the top of the frame shall be set at the proposed or established grade, whichever is higher.

D Measurement

The department will measure Rotate Sanitary Manhole Cones as each individual cone rotated and adjusted sanitary frame and cover, including external manhole chimney seal, 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.0060.06 | Rotate Sanitary Manhole Cones | Each |

Payment is full compensation for providing all required material including all necessary adjusting ring materials, adhesive, and external chimney seal; for removing, reinstalling, and adjusting the frames, grates, and lids; for installation of external chimney seals; and for furnishing all labor, tools, equipment and incidentals required to complete the contract work.

47. Slope Repair Intersection NW Quadrant USH 63 / Woodyard Road South, Item SPV.0060.30; Slope Repair Culvert, Item SPV.0060.07.

A Description

This special provision describes excavating, filling, grading, shaping, compacting, and finishing as necessary to construct the intersection as shown on the plans and in accordance to the pertinent requirements of the standard specifications and as hereinafter provided.

B (Vacant)

C Construction

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

D Measurement

The department will measure Slope Repair Intersection NW Quadrant USH 63/Woodyard Road South and Slope Repair Culvert 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.0060.30 | Slope Repair Intersection NW Quadrant USH 63 / Woodyard Road South | Each |
| SPV.0060.07 | Slope Repair Culvert | Each |

Payment is full compensation for furnishing all excavating, grading, shaping, and compacting; and for providing and placing fill, topsoil, fertilizer, seed, and mulch.

The base course and surfacing items will be measured and paid for under the pertinent items provided in the contract.

48. Radar Driver Feedback Sign - Solar, Item SPV.0060.08.

A Description

This special provision describes furnishing and installing a LED radar driver feedback sign as described herein and as shown in the plans. Each assembly shall be solar powered. The assemblies shall be wirelessly controlled.

B Materials

Each sign shall consist of, but not limited to, the following components:

(1) General

1. All equipment shall be new, unused, not refurbished, and of the highest quality in durability and workmanship.

2. Each solar-powered speed feedback sign shall be fully self-contained and capable of providing passing motorists real-time feedback regarding their vehicle's speed via radar speed detection.
3. Vehicle speed shall be detected using a radar module mounted within the electronics enclosure. The radar speed detection range shall be 5 MPH to 140 MPH.
4. The sign enclosure shall be made of heavy 3/16 inch continuous formed aluminum powder-coated DOT highway green.
5. The sign's design shall consist of a NEMA 3R rated enclosed electronic control system
6. The display window shall be made of 3/16 inch shatter-resistant clear polycarbonate.
7. The static sign face shall consist of Federally specified 0.100 gauge, 5052 aluminum and conform to MUTCD standards. The sign sheeting shall be Type SH full cubed prismatic sheeting, as shown on the Departments approved product list, with an anti-graffiti overlay. All sign materials shall have colors of black letters and white background.
8. The housing shall be provided with tamper proof fasteners.
9. The alphanumeric characters of the sign shall be yellow (amber)

(2) Display

1. The sign shall include a speed display consisting of two 7 segment solid state numeric displays each comprised of 168 discrete LEDs individually aimed to provide even light distribution within the viewing area.
2. Numeric characters (speed display) shall be 15 inches high by 9 inches wide.
3. The sign shall be capable of displaying digits 0 to 99.
4. The display light intensity shall be controlled by a photocell to provide optimum view ability under all ambient light conditions.
5. The display shall be designed to avoid distracting the attention of motorists away from the road, by prevention of viewing from acute angles outside the motorist's normal field of view. The viewable area shall enclose an area up to a maximum included angle of 30 degrees from the roadside.
6. The display shall be capable of multiple display modes.
7. The display shall have a 2 year parts warranty.

(3) Power

1. Each sign shall be solar powered and capable of fully autonomous operation 24 hours per day, 365 days per year.
2. Solar panel shall be 85 Watt, with an operating voltage of 17.2 Volts and operating current of 1.16 Amps.
3. The charging system shall use two (2) batteries. The batteries shall be nickel-metal hydride (NiMH) 12 Volt 35AH.
4. The charging control system shall be a solar industry standard item with temperature compensating charging voltage.
5. The solar charger control system shall have a maximum power point tracking of 17.2VDC, a maximum input of 60W and a maximum output of 14.6VDC.

6. The electronics cabinet shall be insulated, powder coated DOT highway green, and vandal and tamper resistant (including assembly hardware).
 7. The electronics cabinet shall house the batteries and charge controller.
- (4) Controller Functions
1. The controller shall allow 24 hour on and off scheduling and schedule delay.
 2. The controller shall provide programmable display speed thresholds, display modes, Radar squelch (sensitivity), display brightness offset, a five digit security PIN, miles per hour (MPH) or kilometers per hour (KPH) units and be capable of strobing (flashing) display output at 2Hz and 5Hz cycles.
- (5) Sign Programming
1. Sign programming shall be achieved wirelessly from line-of-sight distance via a battery operated infrared (IR) remote.
 2. Sign programming shall allow setting of display speed thresholds, display modes, Radar squelch (sensitivity), display brightness offset, a five digit security PIN, miles per hour (MPH) or kilometers per hour (KPH) units and be capable of strobing (flashing) display output at 2Hz and 5Hz cycles.
- (6) Pedestal Pole
1. Shall meet the requirements as set forth in standard spec 657.2.2.4 for highway and structure construction.
 2. Shall be a standard 4.5" OD aluminum pedestal pole. Supplied with one end threaded for easy installation into a pedestal base.
 3. Shall be a 13' Schedule 80 pipe raw aluminum.
- (7) Pedestal Base
1. Shall meet the requirements as set forth in standard spec 657.2.2.5 for highway and structure construction.
 2. The pedestal base shall be a cast aluminum pedestals mount on a concrete base attached by four internal anchor bolts imbedded in the base.
 3. The base shall have a large 8.5" square hand hole cover allowing access to the interior of the base.
- (8) Concrete Base
1. Concrete base supplied and installed under a separate bid item.
 2. The concrete base shall be a Type 1 base (WisDOT bid item 654.0101) or approved equivalent and meet the requirements as set forth in standard spec 654.2 for highway and structure construction, as applicable.
- (9) Anchor Bolts
1. The anchor bolts shall be galvanized steel 1" x 42".
 2. Set of 4 includes lock washer and nut.

(10) **Manufacturer's Warranty**

1. The minimum warranty for equipment, materials, and technical support shall be for a period of two years from the date of delivery of the equipment. The warranty shall cover manufacturer's defects and parts. Warranty information and user manual shall be provided to Mitch Brown, Director of Public Works, City of Shell Lake within 48 hours of sign installation

(11) **Technical Support**

1. Sign delivery shall include one manufacturer's operation, installation, and user manual.

C Construction

Install all materials according to manufacturer's recommendation.

D Measurement

The department will measure Radar Driver Feedback Sign - Solar by the each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|------------------------------------|------|
| SPV.0060.08 | Radar Driver Feedback Sign - Solar | Each |

Payment is full compensation for furnishing, hauling, and installing materials, including radar driver feedback sign, solar power source, battery, controller, pedestal pole, pedestal base, mounting hardware, programming, warranty, and for technical support. Signs and concrete base will be paid for separately under their individual bid items.

49. Rectangular Rapid Flashing Beacon (RRFB) - Solar, Item SPV.0060.09.

A Description

This work shall consist of furnishing and installing a solar powered rectangular rapid flashing beacon (RRFB) system consisting of multiple assemblies as described herein and as shown in the plans. Each assembly shall be solar powered and pedestrian activated. The assemblies shall be wirelessly controlled and multiple units shall be synchronized.

B Materials

Furnish a RRFB with multiple assemblies. Each assembly may consist of, but not limited to, light indications, and electrical components (wiring, solid-state circuit boards, etc). An assembly may include the following items:

(1) Light Indications

1. Each indication shall be a minimum size of approximately 7" wide x 3" high with 8 high power LEDs.
2. Two indications shall be installed on an assembly facing in the direction of approaching vehicular traffic. The two indications shall be aligned horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7" measured from inside edge of one indication to inside edge of second indication.
3. A 6 LED indication shall be installed on an assembly facing in the direction of approaching pedestrian traffic to serve as a confirmation for the pedestrian that the system has been activated.
4. The outside edges of the two indications, including any housing, shall not protrude beyond the outside edges of the integral signage of the assembly.
5. The light intensity of the indications shall be certified to meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 Class 1(Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005 and be available upon request
6. Each indication shall be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque.
7. All exposed hardware shall be anti-vandal.
8. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.

(2) Sign

1. All signs shall be supplied and installed under a separate bid item. However, the assemblies must be constructed to allow the appropriate space for the installation of the signs in the field.

(3) Control Circuit

1. The control circuit shall have the capability of independently flashing up to two independent outputs. The LED light outputs and flash pattern shall be completely programmable using windows based software.
2. The controller shall be web enabled to allow for remote programming and system diagnostics. Including flash time, flash pattern and report system information, such as battery voltage, and temperature.
3. The flashing output shall have 70 to 80 periods of flashing per minute with a 100–millisecond duration on time. The output shall reach the output current as programmed for the duration of the pulse.
4. Each of the two yellow indications shall have 70 to 80 periods of flashing per minute and shall have alternating, but approximately equal, periods of flashing light emissions and dark operation. During each of its 70 to 80 flashing periods per minute, the yellow indications on the left side of the RRFB shall emit 2 slow pulses of light after which the yellow indications on the right side of the RRFB shall emit 4 rapid pulses of light followed by a long pulse.

5. Flash rates with the frequencies of 5 to 30 flashes/second shall not be used to avoid inducing seizures.
6. The control circuit shall be installed in an IP67 NEMA rated enclosure.
7. All circuit connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series, Amphenol ATM Series or approved equal.
8. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.

4) Battery

1. The Battery shall be a 12VDC Absorbed Glass Mat (AGM) sealed lead-acid, maintenance-free battery.
2. The Battery shall be rated at 45AH minimum and shall conform to Battery Council International (BCI) specifications. All batteries shall be sealed in a plastic film to provide moisture and corrosion resistance.
3. The Battery shall have a minimum operating temperature range of -76° to 140°F (-60° to 60°C).
4. All battery connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series, Amphenol ATM Series or approved equal.
5. The Battery shall be solar-charged with a capacity up to 30 days of autonomy without sunlight, varying with ambient temperature and number of activations. Solar calculations shall be provided.

(5) Wireless Radio

1. Radio control shall operate on 900 MHz frequency hopping spread spectrum network.
2. Radio shall integrate with communication of RRFB system control circuit to activate light indications from pushbutton input.
3. The Radio shall synchronize all of the remote light indications so they will turn on within 120 msec of each other and remain synchronized through-out the duration of the flashing cycle.
4. Radio systems shall operate from 3.6 vdc to 15vdc.
5. The Radio unit shall have an LCD display to program flash time and communicate system information, such as battery voltage, battery temperature and solar charge level and onboard diagnostics.
6. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.

(6) Pushbutton

1. The pushbutton shall be capable of continuous operation over a temperature range of -30 degrees F to 165 degrees F (-34 degrees C to 74 degrees C).
2. Pushbutton shall be ADA compliant.

(7) Solar Panel

1. The Solar Panel shall provide 55 watts at peak total output.
2. The Solar Panel shall be affixed to an aluminum plate and bracket, adjustable at an angle of 45° - 60° to facilitate adjustment for maximum solar collection and optimal battery strength.
3. The Solar Panel Assembly (panel, plate and bracket) shall be mounted on a 360° rotatable pole cap mount, to facilitate adjustment for maximum solar collection and optimal battery strength.
4. The Solar Panel shall have a minimum operating temperature range of -40° to 185°F (-40° to 85°C).

(8) Pedestal Pole

1. Shall meet the requirements as set forth in standard spec 657.2.2.4 for highway and structure construction.
2. Shall be a standard 4.5" OD aluminum pedestal pole. Supplied with one end threaded for easy installation into a pedestal base.
3. Shall be a 13' Schedule 80 pipe raw aluminum.

(9) Pedestal Base

1. Shall meet the requirements as set forth in standard spec 657.2.2.5 for highway and structure construction.
2. The pedestal base shall be a cast aluminum pedestals mount on a concrete base attached by four internal anchor bolts imbedded in the base.
3. The base shall have a large 8.5" square hand hole cover allowing access to the interior of the base.

(10) Concrete Base

1. Concrete base supplied and installed under a separate bid item.
2. The concrete base shall be a Type 1 base (WisDOT bid item 654.0101) or approved equivalent and meet the requirements as set forth in standard spec 654.2 for highway and structure construction, as applicable.

(11) Anchor Bolts

1. The anchor bolts shall be galvanized steel 1" x 42".
2. Set of 4 includes lock washer and nut.

C Construction

The RRFB system will consist of multiple assemblies to be constructed by the contractor as shown on the plans.

D Measurement

The department will measure Rectangular Rapid Flashing Beacon (RRFB) Solar 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.0060.09 | Rectangular Rapid Flashing Beacon (RRFB) - Solar | Each |

Payment is full compensation for pedestal pole, pedestal base, solar power system, battery, controller, push button, mounting hardware, flashing beacon assembly, and wireless radio. Signs and concrete base will be paid for separately under their individual bid items.

- 50. Connect to Existing Water Main, Item SPV.0060.10; Abandon Existing Water Main, Item SPV.0060.11; Remove and Salvage Existing 6-Inch Valve, Item SPV.0060.12; 10-Inch x 10-Inch Tee, Item SPV.0060.13; 10-Inch Valve and Box, Item SPV.0060.14; 6-Inch Valve and Box, Item SPV.0060.15; 10-Inch x 6-Inch Reducer, Item SPV.0060.16; 10-Inch Plug, Item SPV.0060.17; 6-Inch Plug, Item SPV.0060.18, Connect to Existing Water Service, Item SPV.0060.19; 1-Inch Corp. (Saddle Style), Curb Stop and Box, Item SPV.0060.20.**

A Description

This special provision describes Connect to Existing Water Main, Abandon Existing Water Main, Remove and Salvage Existing 6-inch Valve, 10-Inch x 10-Inch Tee, 10-Inch Valve and Box, 6-Inch Valve and Box, 10-Inch x 6-Inch Reducer, 10-Inch Plug, 6-Inch Plug, Connect to Existing Water Service and 1-Inch Corp. (Saddle Style), Curb Stop and Box as shown on the plans, conforming to the requirements in the separate specifications titled “Standard Sewer and Water Specifications for WisDOT Let Projects, City of Shell Lake”.

B Vacant**C Vacant****D Measurement**

The department will measure Connect to Existing Water Main, Abandon Existing Water Main, Remove and Salvage Existing 6-Inch Valve, 10-Inch x 10-Inch Tee, 10-Inch Valve and Box, 6-Inch Valve and Box, 10-Inch x 6-Inch Reducer, 10-Inch Plug, 6-Inch Plug, Connect to Existing Water Service, and 1-Inch Corp. (Saddle Type), Curb Stop and Box, 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.0060.10 | Connect to Existing Water Main | Each |
| SPV.0060.11 | Abandon Existing Water Main | Each |
| SPV.0060.12 | Remove and Salvage Existing 6-Inch Valve | Each |
| SPV.0060.13 | 10-Inch x 10-Inch Tee | Each |
| SPV.0060.14 | 10-Inch Valve and Box | Each |
| SPV.0060.15 | 6-Inch Valve and Box | Each |
| SPV.0060.16 | 10-Inch x 6-Inch Reducer | Each |
| SPV.0060.17 | 10-Inch Plug | Each |
| SPV.0060.18 | 6-Inch Plug | Each |
| SPV.0060.19 | Connect to Existing Water Service | Each |
| SPV.0060.20 | 1-Inch Corp. (Saddle Style), Curb Stop and Box | Each |

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, bedding materials, backfilling, compaction, removal, salvaging, disposal, reaction blocking, fittings, joint restraint, and transport to city storage area shall be included in the contract price.

51. Remove Existing Sanitary Manhole, Item SPV.0060.21; Sanitary Manhole Type 1, Complete, Item SPV.0060.22; Connect to Existing Sanitary Sewer, Item SPV.0060.23; Abandon Existing Sanitary Sewer, Item SPV.0060.24; Abandon Existing Force Main, Item SPV.0060.25.

A Description

This special provision describes Remove Existing Sanitary Manhole, Sanitary Manhole Type 1, Complete, Connect to Existing Sanitary Sewer, Abandon Existing Sanitary Sewer, and Abandon Existing Force Main as shown on the plans, conforming to the requirements in the separate specifications titled "Standard Sewer and Water Specifications for WisDOT Let Projects, City of Shell Lake".

B (Vacant)

C (Vacant)

D Measurement

The department will measure Remove Existing Sanitary Manhole, Sanitary Manhole Type 1, Complete, Connect to Existing Sanitary Sewer, Abandon Existing Sanitary Sewer, and Abandon Existing Force Main 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.0060.21 | Remove Existing Sanitary Manholes | Each |
| SPV.0060.22 | Sanitary Manhole Type 1, Complete | Each |
| SPV.0060.23 | Connect to Existing Sanitary Sewer | Each |
| SPV.0060.24 | Abandon Existing Sanitary Sewer | Each |
| SPV.0060.25 | Abandon Existing Force Main | Each |

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, compaction, backfilling, and bedding material shall be included in the contract price.

52. Connection to Existing Electrical Circuit, Item SPV.0060.26.

A Description

Make a connection for the new lighting system as necessary to join with the existing lighting system.

B Materials

Furnish materials as required to properly install a complete working system. Incidental items not usually shown or specified, but necessary for proper installation and operation, shall be included.

C Construction

This work includes connection of the new lighting circuit to the existing lighting circuit inside an existing light pole at the location shown on the plans. There is a vacant conduit stub exiting the existing light base at this location. A new pull box shall be field positioned near the base of the existing light pole so that the existing conduit stub can be connected into the pull box. The new lighting conductors shall then be installed from the pull box to the existing light pole through the existing conduit and a connection made inside the pole base to the existing light circuit.

D Measurement

The department will measure Connection to Existing Electrical Circuit by the unit for each circuit connection, approved by the City of Shell Lake, and acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0060.26 | Connection to Existing Electrical Circuit | Each |

Payment is full compensation for providing all equipment and materials, and for furnishing and installing all other materials to complete the installation of the lighting system.

53. Concrete Base Type 2, Modified, Item SPV.0060.27.

A Description

Construct a modified Type 2 base in accordance to standard spec 654 and as detailed in the plan.

B Materials

Furnish materials in accordance to standard spec 654.2.

C Construction

Construct Concrete Base Type 2, Modified in accordance to the plan details and standard spec 654.3. The pole base shall be modified to allow a 24 inch exposure above ground to act as a deterrent to vehicle damage to the aluminum pole.

D Measurement

The department will measure Concrete Base Type 2, Modified by each individual unit, approved by the City of Shell Lake, and acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--------------------------------|------|
| SPV.0060.27 | Concrete Base Type 2, Modified | Each |

Payment is full compensation for providing all materials; for excavating; backfilling and properly disposing of surplus material; for constructing; for removing; and restoring the work site.

54. Inlet Covers Type H-D, Item SPV.0060.29.

A Description

This special provision describes furnishing and installing inlet covers in accordance to the plan details, the pertinent requirements of standard spec 611, and as hereinafter provided.

B Materials

Provide an Inlet Cover Type H-D frame and grate with the curb box removed and replaced with a solid flat curb plate designed for heavy traffic loading as shown in the plan details.

C Construction

Construct in accordance to standard spec 611.3.

D Measurement

The department will measure Inlet Covers Type H-D 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.0060.29 | Inlet Covers Type H-D | Each |

Payment is full compensation for providing new covers, including frames, grates, curb plates and all other required materials and for installing and adjusting each cover.

55. Removing Concrete Pipe Sections, Item SPV.0090.01.**A Description**

This special provision describes removing pipe culvert pipe sections from existing culvert pipes in accordance to standard spec 204.

B (Vacant)**C (Vacant)****D Measurement**

The department will measure Removing Concrete Pipe Sections by the linear feet of each pipe section removed.

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 | Removing Concrete Pipe Sections | LF |

Payment is full compensation for removing and disposing of the pipe sections; for hauling and disposing of the material; and all other incidental work.

56. Cure and Seal Treatment, Concrete Curb and Gutter, Item SPV.0090.02.**A Description**

This special provision describes treating all newly constructed concrete curb and gutter with a surface protective treatment as shown on plans, and as hereinafter provided.

B Materials

Furnish treating material shall conform to ASTM C1315, ASTM C309, and AASHTO M148 specifications and be produced by a manufacturer on the approved list.

C Construction

Application rates for the treating material shall be in accordance to the manufacturer's specifications.

D Measurement

The department will measure Cure and Seal Treatment, Concrete Curb and Gutter 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 | Cure and Seal Treatment, Concrete Curb and Gutter | LF |

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

57. Culvert Pipe for Cattle Pass Sta. 638+10, Item SPV.0090.03**A Description**

This special provision describes installing, providing, and pressure grouting culvert pipe corrugated polyethylene in a cattle pass.

B Materials**B.1 Pipe**

Furnish and use material meets the requirements of standard spec 530.

B.2 Grout

Provide grout consisting of:

1. One part of type I or II portland cement
2. Three parts sand conforming to standard spec 501.2.5.
3. Water to achieve required fluidity.

Alternatively the contractor may use an engineer-approved commercial cellular concrete grout conforming to the following:

| | | |
|----------------------|----------------------------|---|
| Cement | ASTM C150 | Type I or II |
| Density | ASTM C495 (no oven drying) | 50 pcf min |
| Compressive Strength | ASTM C495 | 300 psi @ 28 day min 100 psi in 24 hours |
| Shrinkage | ASTM | 1% by volume |
| Flow | ASTM C939 | 35 sec max |

C Construction**C.1 General****C.2 Excavating and Cleaning**

Before inserting the pipe, clean and dry the existing cattle pass. Excavate and pump as required to remove debris and other materials that would interfere with the placement or support of the inserted pipe.

C.3 Placing Pipe

Unload pipe using slings and boom-type trucks or equivalents. Do not use chains or wire rope to handle pipe and do not dump pipe from the trucks when unloading.

Connect joints conforming to the manufacturer's recommendations.

C.4 Pressure Grouting

After the pipe is in place, fill the area between the cattle pass barrel section and the pipe completely with grout. Block, grout in lifts, or otherwise secure pipe to prevent floatation associated while grouting.

Use a grout plant that is capable of accurately measuring, proportioning, mixing, and discharging by volume and at discharge pressures the pipe manufacturer recommends. Do not exceed manufacturer-specified maximum pressures. The contractor may place grout in lifts to prevent exceeding maximum allowable pressures.

C.3 Filling Cattle Pass Endwalls

After the grout has been set for 24 hours, fill the void area between the barrel section and the endwalls with earth fill material in accordance to standard spec 530.

C.4 Site Restoration

Restore the grade to its original or improved cross section. Dispose of waste material.

D Measurement

The department will measure Culvert Pipe for Cattle Pass Station 638+10 by the linear foot acceptably completed, measured in place for each cattle pass 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 | Culvert Pipe for Cattle Pass Sta. 638+10 | LF |

Payment for the Culvert Pipe for Cattle Pass Sta. 638+10 bid item is full compensation for providing corrugated polyethylene pipe; obtaining easements; for cleaning the existing cattle pass before pipe installation and grouting; for excavation and pumping; for pressure grouting; for haul, placing and compacting of earth fill; and for restoring the grade and disposing of waste materials.

58. Salvage and Replace Barbed Wire Fence, Item SPV.0090.04.

A Description

This special provision describes removing and salvaging barbed wire fence to provide access for construction equipment at proposed pipe liner, Station 638+10 and replacing the barbed wire fence after completion of work.

B (Vacant)

C Construction

Carefully remove all materials designated to avoid damage. Place salvaged materials in neat piles outside construction limits but within the right-of-way, at locations the engineer approves. Minimize damage to reusable materials. Do not cut material that would be otherwise reusable. After completion of the pipe liner, replace barbed wire fence to its original position. Replace any unusable components. Restore the site.

D Measurement

The department will measure Salvage and Replace Barbed Wire Fence by the linear foot, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---------------------------------------|------|
| SPV.0090.04 | Salvage and Replace Barbed Wire Fence | LF |

Payment is full compensation all materials; including replacement of unusable salvaged fencing and posts.

59. Construction Staking Subbase, Item SPV.0090.05.

A General

This special provision describes the contractor-performed construction staking required for all subbase items as shown on the plans and as specified in standard spec 650.3.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Construction Staking Subbase as specified in standard spec 650.4(1).

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|------------------------------|------|
| SPV.0090.05 | Construction Staking Subbase | LF |

Payment is full compensation as specified in standard specs 650.5(2) and 650.5(3).

60. Regrade Ditch, Item SPV.0090.06.

A Description

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

B Materials

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

C Construction

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

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

D Measurement

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

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---------------|------|
| SPV.0090.06 | Regrade Ditch | LF |

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

Any erosion mat will be measured and paid for separately under the pertinent items provided in the contract.

61. 10-Inch PVC Water Main, Item SPV.0090.07; 1-Inch Copper Water Service, Item SPV.0090.08.

A Description

This special provision describes 10-Inch PVC Water Main and 1-Inch Copper Water Service as shown on the plans, conforming to the requirements in the separate specifications titled “Standard Sewer and Water Specifications for WisDOT Let Projects, City of Shell Lake”.

B (Vacant)

C (Vacant)

D Measurement

The department will measure 10-Inch PVC Water Main and 1-Inch Copper Water Service 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.0090.07 | 10-Inch PVC Water Main | LF |
| SPV.0090.08 | 1-Inch Copper Water Service | LF |

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, compaction, backfilling, bedding material, water main bends, and fittings not listed shall be included in the contract price.

62. 8-Inch PVC Sanitary Sewer, Item SPV.0090.09; 10-Inch PVC Sanitary Sewer, SPV.0090.10; 4-Inch Forcemain HDD, SPV.0090.11.

A Description

This special provision describes 8-Inch PVC Sanitary Sewer, 10-Inch PVC Sanitary Sewer and 4-Inch Forcemain HDD as shown on the plans, conforming to the requirements in the separate specifications titled "Standard Sewer and Water Specifications for WisDOT Let Projects, City of Shell Lake".

B (Vacant)

C (Vacant)

D Measurement

The department will measure 8-Inch PVC Sanitary Sewer, 10-Inch PVC Sanitary Sewer, and 4-Inch Forcemain HDD 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.0090.09 | 8-Inch PVC Sanitary Sewer | LF |
| SPV.0090.10 | 10-Inch PVC Sanitary Sewer | LF |
| SPV.0090.11 | 4-Inch Forcemain HDD | LF |

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Excavating, compaction, backfilling, and bedding material shall be included in the contract price.

63. Concrete Curb and Gutter 20-Inch Type J Special, Item SPV.0090.12.

A Description

This special provision describes constructing concrete curb and concrete curb and gutter in accordance to the requirements of standard spec 601, the details shown in the plans, and as hereinafter provided.

B Materials

Provide concrete that conforms to the requirements for concrete in accordance to standard spec 501.

C (Vacant)

D Measurement

The department will measure Concrete Curb and Gutter 20-Inch Type J Special by the linear foot, acceptably completed in accordance to standard spec 601.4.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---|------|
| SPV.0090.12 | Concrete Curb and Gutter 20-Inch Type J Special | LF |

Payment is full compensation for furnishing all foundation excavation and preparation; all special construction required at driveway and alley entrances or curb ramps; providing all materials, including concrete, expansion joints, and reinforcement tie bars unless specified otherwise; for placing, finishing, protecting, and curing; sawing joints; and for disposing of surplus excavation material and restoring the work site.

The department will adjust pay for crack repairs on concrete built under standard spec 601 as specified in standard spec 416.5.2 for ancillary concrete.

64. Material Transfer Vehicle, Item SPV.0105.02.

A Description

This special provision describes furnishing Material Transfer Vehicle (MTV) and an operator for use on this project during HMA upper layer paving operations, as shown in the plans or as directed by the engineer, and hereinafter provided.

B Materials

The MTV shall be self propelled, remix and maintain constant temperature, and continually feed the paver hopper. The storage capacity shall be adequate to provide continuous forward movement of the paver. the paver speed shall be coordinated to match the delivery of material and capacity of the MTV to limit stopping of the paver.

C Construction

An operator shall remain with the vehicle at all times during moving operations and the paver's hopper shall remain full at all times to avoid segregation of coarse aggregates. No placement of HMA upper layer pavement shall be allowed without the use of the MTV.

D Measurement

The department will measure Material Transfer Vehicle by the lump sum for each material transfer vehicle, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---------------------------|------|
| SPV.0105.02 | Material Transfer Vehicle | LS |

Payment is full compensation for deploying the equipment and its operator.

65. Milling and Removing Temporary Joint, Item SPV.0105.03.**A Description**

This special provision describes the milling and removing of the upper layer HMA wedge joint and any other temporary longitudinal or transverse joints, including sweeping and cleaning of the affected area prior to the abutting pavement placement.

B (Vacant)**C Construction**

Immediately prior to the placement of the adjoining lane, mill any temporary wedge joint to a true line with a face perpendicular to the surface of the existing asphaltic surface pavement.

Immediately prior to continuation of paving operations, mill any temporary transverse joint to a true line with a face perpendicular to the surface of the existing asphaltic surface pavement.

The contractor becomes the owner of the removed asphaltic pavement and is responsible for the disposal as specified for disposing of materials under standard spec 204.3.1.3.

D Measurement

The department will measure Milling and Removing Temporary Joint as a single lump sum unit of work for all removed wedge joints, 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.0105.03 | Milling and Removing Temporary Joint | LS |

Payment is full compensation for milling, removing, sweeping, cleaning, and disposing of materials.

66. Closure Gate System - Item SPV.0105.04.

A Description

This special provision describes furnishing and installing a complete and operational barrier style gate operator system that includes all mechanical, electrical and structural components and as shown in the plans, and all labor and accessories.

B Compliance with Electrical Codes and Standards

The conduit, conductor and electrical system components and installation methods shall be in accordance to the current National Electrical Code, and the State of Wisconsin Department of Transportation, Standard Specifications for Highway and Structure Construction and as described herein.

The contractor shall obtain all necessary permits including, but not limited to, an electrical permit. Work shall be inspected and approved by the engineer and the owner.

C Qualifications

The contractor is required to be a manufacturer trained and certified automated gate operator installer, and possess an I.D.E.A. certification. The contractor shall show proof of certification. The contractor shall also have minimum five years experience installing gate operator equipment. Provide a list of projects completed within the last three years to the engineer that includes installed equipment and owner contact names.

D Materials

D.1 Gate Operator and Arm Assembly

The gate operator shall be an ASTM F2200 rated HTG 320-8 type, and operate by means of a hydraulic cylinder pulling a crank arm that rotates the output through ninety degrees. The body and chassis of the operator shall be made of 10-gauge hot-dipped galvanized steel; the cover shall be 14-gauge stainless steel, to allow operation in strong winds without twisting of operator. Operation to the fully open and fully closed position shall be limited by cam operated switches that accurately read the position of the shaft and arm. Spring counterbalance shall not be required. Gears, sprockets, or belts shall not be incorporated in the operator. Underground electrical runs shall be shown on shop drawings. The operator shall be equipped with two brake valves to gradually stop and hold the arm without applying a shock load to the arm or operator assembly. Manual operation, in case of power failure, shall be accomplished by the use of a "pull to release" bypass valve which unlocks the operator and allows the arm to be moved by hand. Arm travel time not to exceed eight seconds from fully closed to fully open position. Arm length shall be 30' and be fabricated of aluminum/fiberglass.

Standard components shall include as a minimum:

- a. Chassis: shall be 10 gauge hot-dipped galvanized steel plate, welded, and edges ground smooth.
- b. Cover: shall be 14 gauge stainless steel, with all joints welded, filled and ground smooth.
- c. Output shaft: shall be 1-1/4" diameter, high strength steel alloy.
- d. Crank arm: shall be made of 3/4" plate steel.
- e. Heavy duty sealed 1-1/4" bearings, with cast iron flanges.
- f. Adjustable physical stop limiting close travel to prevent arm from sagging below a level position.
- g. Counterweights: shall be used for any arm longer than sixteen feet.
- h. Hydraulic hose: shall be 1/4" synthetic, rated to 2750 PSI.
- i. Arm striping: shall be reflective orange and white diagonal stripes 6" in width.

Minimum standard electrical components:

- a. Pump motor: 3/4 HP minimum. 56C, TEFC, continuous duty, single phase, wired for 240-volt operation.
- b. Motor: shall have internal overload protection.
- c. Electrical enclosure: shall be rated NEMA 1 and have a hinged locking door.
- d. Controls: Internal soft touch controller board with 128K memory and equipped with the following features and functions: (some of these features may not be enabled for this project)
 - Inherent entrapment sensor;
 - Built in "warn before operate" system;
 - Built in timer close;
 - Liquid crystal display for reporting of functions;
 - 19 programmable output relay options;
 - Anti-tailgate mode;
 - Built-in power surge/lightening strike protection;
 - Capable, with optional software, of event logging EEPROM for trouble shooting diagnostics;
 - RS232 port for connection to laptop or other computer peripheral and RS485 connection of Master/Slave systems.
 - (Some of these features may not be employed)
- e. Control circuit shall be 24 VDC.
- f. Control transformer shall be 75 VA minimum, with multiple primary taps.
- g. Limit switches shall be adjustable to control maximum travel.
- h. Heater with thermostat.

Control devices:

- a. Bollard mounted keypad and key switch
- b. Radio control receiver and remote transmitters

D.2 Gate Control Bollard

The control bollard post shall be fabricated of heavy duty galvanized rigid steel conduit onto which the keypad and key switch shall be mounted. The bollard post shall have a threaded removable cap to allow access to control conductors. The base of the bollard post shall be equipped with welded tabs to prevent pullout. The base of the bollard post shall be centered and embedded 2' into the concrete base. The keypad shall be enclosed within a NEMA 3R weather-tight enclosure. The keypad and key switch shall be mounted to the bollard post with stainless steel hardware.

D.3 Concrete Bases

The concrete base for the gate controller shall be in accordance to WisDOT Standard Detail Drawing S.D.D. Concrete Base, Type 7, and the detail in the Plans except that it shall be modified to be 6' in length and fit anchor bolts and a bolt circle specific to the gate controller. The feeder circuit conduit and control conductor conduit shall be routed into the base.

The concrete base for the control bollard shall be in accordance to WisDOT Standard Detail Drawing S.D.D. Concrete Base, Type 7, and the detail in the Plans except that it shall be modified to be 6' in length and not include anchor bolts. The bollard post shall be embedded two feet into the center of the base. The control conductor conduit shall be routed into the base and to a point above grade within the bollard post.

D.4 Conduit and Fittings standard specifications section

Conduit and fittings shall be in accordance to WisDOT 652, Electrical Conduit. All conduit ends shall be equipped with end bell bushings.

D.5 Conductor

Conductors shall be Type USE and be in accordance to WisDOT standard spec 655, Electrical Wiring.

D.6 Clamps and Fasteners

All clamps and fasteners for mounting conduit shall be hot dip galvanized after fabrication. Fasteners and hardware shall be as follows:

- a. Bolts, rods, anchors, along with associated washers and nuts, shall be stainless steel.
- b. Hardware for attachment or support of conduit, boxes and accessories shall be cast malleable steel (iron) hot dip galvanized or stainless steel clamping devices. Detail drawings of proposed equipment shall be submitted to the engineer for review.
- c. All threaded equipment mounting hardware shall be stainless steel.

D.7 Concrete Anchors

The gate operator shall be mounted to concrete base using four embedment Type 316 stainless steel threaded adhesive anchors sized to accommodate the gate operator, according to the following:

- a. Approved manufacturers are: Hilti, ITW/Redhead, Simpson, and Powers/Rawl. Submit product data and current ICC ES report or IAPMO report showing product is compliant with project code requirements for review. Contractor shall arrange for manufacturer's rep to train all installers on the complete installation process. A letter of procedure stating method of drilling, the product for use, the complete installation procedure, manufacturer training date and a list of the personnel trained on anchor installation shall be submitted to the engineer.
- b. Where adhesive anchors are called for, other types shall not be substituted.
- c. Adhesive shall have a current ICC ES report. Use high viscosity adhesive and placement devices in consultation with the manufacturer for overhead work. Overhead installation shall be subject to continuous special inspection during installation. Use low temperature formulations for cold weather work. Do not apply significant load to anchors in cold weather until their capacity has been assured.
- d. Holes shall be drilled, cleaned, and maintained until installation in accordance to manufacturer's recommendations using standard rotary-impact bits and oil-free compressed air; diamond core bits shall not be used unless specifically approved by the manufacturer. Locate and avoid reinforcing bars and pt tendons. Maintain edge/corner distances (minimum 4 inches) as recommended by manufacturer unless specifically noted otherwise in the drawings.
- e. Except as noted, all anchors shall have intermittent special structural inspection by one of the following. Load tests shall be to 150 percent of service capacity or 50 percent of ultimate strength, with no appreciable slip or permanent deformation. Anchors which fail this test shall be replaced at no cost to the project. Two failures in a given installation shall result in mandatory load testing at double the rate noted below.

All adhesive anchor rods and dowels shall have special structural inspection (intermittent except as noted for overhead installation) by one of the following:

- a. Witness installation according to manufacturer's recommendations and requirements of ICC report.
- b. Load test of 10 percent of installed anchors by supplier or third party inspector.

D.8 Materials and Accessories

Provide all other necessary electrical materials and accessories in conformance with standard specs 651, 652, 653, 655, and 659 of the WisDOT standard specifications.

E Shop Drawings

Furnish shop drawings as specified in standard spec 506.3.2, except submit five copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the dimensions of all equipment shown in the plans.

F Construction

Perform work in accordance to standard specs 206, 651, 652, 653, 654, and 655 except as specified below.

Under the bid item Closure Gate System, furnish and install conduit, fittings, conductor, junction boxes, gate closure equipment, and all necessary miscellaneous accessories and hardware to complete the installation of the gate closure system as shown in the Plan Details.

Gate operator shall be installed per manufacturer's recommendations and requirements. Coordinate exact location and orientation with engineer and owner. Coordinate control programming and methods of operation with the owner.

Coordinate the temporary relocation of the storage shed and propane cage with the engineer and owner. Install the shed and cage to original location to the satisfaction of the owner, after installation of surface mounted conduit. Any damage to the shed or cage resulting from the relocation operation shall be repaired or replaced at the contractor's expense.

All building penetrations shall be made water-tight. Conduit shall be mounted securely to building exterior and interior surfaces. Coordinate conduit installation with owner.

Branch circuit conductors shall not be spliced between service panel and gate controller. Provide new circuit breaker as indicated in plans.

Maintain and keep in operation the electrical systems associated with regular operations at the BP service station at all times. Except during any periods of authorized work suspension, the contractor is responsible for all maintenance of the newly constructed gate closure system within the limits of the construction project, and for the duration of the project in accordance to the applicable provisions. This maintenance includes the following:

1. Gate closure system
2. Electrical cable
3. Conduit system
4. Damage due to contractor operations

Maintenance of the gate closure systems shall continue until final written acceptance of the project by the engineer. Provide to the engineer the names and phone numbers of contact personnel for both day and night operation for the maintenance of the newly constructed gate closure system.

The contractor shall provide the owner with necessary training for proper operation of the gate closure system. Two remote control transmitters shall be furnished to the owner.

Patch bituminous driveway surface as directed by engineer. Dispose of excavated materials as directed by engineer.

G Measurement

The department will measure Closure Gate System as a single lump sum unit of work for the system, acceptably completed.

H Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---------------------|------|
| SPV.0105.04 | Closure Gate System | LS |

Payment is full compensation for furnishing and installing all materials, including gate operator and arm, control bollard, concrete foundations, conduit, conductor, junction boxes, circuit breakers and all accessories, hardware and fittings necessary to closure gate system in workable first class condition. Work also includes any bituminous removal and restoration associated with installation of conduit and concrete foundations.

67. Removing Concrete Base Sta. 861+95, 30' LT, Item SPV.0105.05.

A Description

This special provision describes removing concrete base at 861+95, 30' LT. Remove base, anchor bolts, and any other appurtenances 4 inches below the existing sidewalk. Place concrete sidewalk in the void area. Prior to initial set, apply concrete color hardener, antique release powder, and stamp surface to achieve desired texture. The color of the concrete harder, antique powder and stamp texture shall match surrounding sidewalk. Apply one coat of clear acrylic based sealer within 24 hours after the concrete has been placed.

B Materials

Furnish concrete sidewalk that is according to the pertinent requirements of standard spec 602. Concrete color harder, antique release powder, texture stamp, and sealer will be supplied by Mitch Brown, City of Shell Lake, Director of Public Works at (715) 468-7679, City of Shell Lake. All un-used materials shall be returned to the city within 24 hours of completion of work. The contractor shall be responsible for payment to the city, the retail replacement cost of the texture stamp if it is not returned within the 24 hour time period and in acceptable condition.

C Construction

The City of Shell Lake will supply the contractor with the manufacturer's literature for the application of the color hardener, release powder and texture stamp.

D Measurement

The department will measure Removing Concrete Base Sta. 861+95, 30' LT as a 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 | Removing Concrete Base Sta. 861+95, 30' LT | LS |

Payment is full compensation for furnishing all materials necessary; disposal of surplus material; coordination with the city, placing concrete, color, release powder, stamping, cleaning, sealing.

68. Salvage and Relocate Bench, Item SPV.0105.06.

A Description

Perform this work in accordance to the pertinent requirements of standard spec 204 and as hereinafter provided. Salvage and store existing park bench located at Station 862+04, 50' RT and relocate it to Station 862+11, 52' RT.

B Materials

Furnish stainless steel mounting hardware as shown on the plan.

C Construction

All work shall be completed as shown on the plan. Carefully remove bench from its existing anchor bolts. Upon completion of the removal, contact Mitch Brown, City of Shell Lake Director of Public at (715) 468-7679 to determine a safe place of storage until the bench can be relocated to its new location.

D Measurement

The department will measure Salvage and Relocate Bench by the lump sum unit of work, for each bench, 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 | Salvage and Relocate Bench | LS |

Payment is full compensation for furnishing all materials necessary; disposal of surplus material; coordination with the city, and for salvaging and reinstalling bench.

69. Preparation of Foundation for Asphaltic Paving Special, Item SPV.0105.07.

A Description

This special provision describes preparation of foundation for asphaltic paving over a surface milled HMA surface in accordance to standard spec 211 and as hereinafter provided.

B (Vacant)

C Construction

Supplement standard spec 211.3.5 as follows:

After the surface mill, remove all surplus crack sealing, joint sealing, and asphalt patching materials to a minimum depth of 2 inches below the surface milled pavement. Completely remove unstable patches of asphaltic materials used to fill localized areas of pits, potholes, depressions, badly spalled areas, or disintegrated areas of old pavement. Remove any loose material with incipient spalling within or contiguous to such areas. Prior to refilling, all removal areas shall be cleaned by air blasting or other engineer approved methods.

Prior to placement of the HMA pavement or any wedging or leveling layers, refill these areas of removal, as described above, to the level of the milled surface. Payment for refilling these areas is paid for under bid item 465.0110 Asphaltic Surface Patching.

D Measurement

The department will measure Preparation of Foundation for Asphaltic Paving Special 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.0105.07 | Preparation of Foundation for Asphaltic Paving Special | LS |

Omit and replace standard spec 211.5.1 (4) with the following:

Payment is full compensation for furnishing all work under this item including brooming, air blasting, cleaning, crack fill removal, asphaltic material removal, and disintegrated pavement removal.

The department will pay separately for the following work associated with refilling the removal areas under the following contract items:

-Asphaltic Surface Patching for furnishing all mix placed under this item.

70. Water For Seeded Area, Item SPV.0120.01.

A Description

This special provision describes furnishing, hauling and applying water to seeded areas within the project construction limits.

B Materials

Furnish water that is according to the pertinent requirements of standard spec 624.

C Construction

Water the seeded area in accordance to standard spec 624 except as hereinafter modified.

Modify standard spec 624.1 to allow for the watering of seeded areas, as directed by the engineer, to maintain a moist soil condition for the first 30 days after seeding.

Do not leave the 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 Area by the thousand gallon units (MGAL), acceptably completed. The department will determine the 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 Area | MGAL |

Payment is full compensation for providing, hauling and applying or incorporating the water.

71. Cure and Seal Treatment, Concrete Sidewalk, Item SPV.0165.01; Concrete Safety Islands, Item SPV.0165.02; Concrete Median Sloped Nose, Item SPV.0165.03.

A Description

This special provision describes treating all newly constructed concrete safety islands, concrete sidewalks, concrete curb and gutter, and concrete median sloped nose with a surface protective treatment as shown on plans, and as hereinafter provided.

B Materials

Furnish treating material shall conform to ASTM C1315, ASTM C309, and AASHTO M148 specifications and be produced by a manufacturer on the approved list.

C Construction

Application rates for the treating material shall be in accordance to the manufacturer's specifications.

D Measurement

The department will measure Cure and Seal Treatment (Location) by the square foot, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--|------|
| SPV.0165.01 | Cure and Seal Treatment, Concrete Sidewalk | SF |
| SPV.0165.02 | Cure and Seal Treatment, Concrete Safety Islands | SF |
| SPV.0165.03 | Cure and Seal Treatment, Concrete Median Sloped Nose | SF |

Payment is full compensation for furnishing and applying Cure and Seal Treatment for Concrete Safety Islands, concrete sidewalk, and concrete median sloped nose.

72. Split Concrete Block Retaining Wall, Item SPV.0165.04.

A Description

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

B Materials

B.1 Proprietary Split Concrete Block Retaining Wall

Split concrete block retaining wall components shall be supplied from the department specified approved modular block gravity wall products on the department's approved products list.

Proprietary wall systems may be used for this work, but must conform to the requirements of this specification.

B.2 Design Requirements

It is the responsibility of the contractor to supply a design and supporting documentation as required by this special provision for review by the department to show that the proposed wall design is in compliance with the design specifications. The following shall be submitted to the engineer for review and acceptance no later than 7 days before wall construction will begin.

B.3 Wall System Components

Materials furnished under this contract shall conform to the requirements hereinafter provided.

B.3.1 Backfill

Wall backfill shall comply with the requirements for coarse aggregate No. 1 as given in standard spec 501.2.5.4. All backfill placed within a zone from the base of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall backfill. This includes all material used to fill openings in the wall facing units.

A layer of Geotextile Fabric Type “DF” (Schedule B) shall be placed vertically between the retained soil and the Type A backfill. The geotextile fabric shall extend from the top of the leveling pad to 6 inches below the surface of the retained soil. The geotextile shall then wrap across the top of the backfill to the back of block wall facing.

B.3.2 Wall Facing

Provide wall facing units that consist of precast modular concrete blocks. All units shall incorporate a mechanism or devices that will develop a mechanical connection between vertical block layers. Units that are cracked, chipped or have other imperfections in accordance to ASTM C1372 or excessive efflorescence shall not be used within the wall. A single block type and style shall be used throughout each wall. The color and surface texture of the block shall be as chosen by the City of Shell Lake. Contact Mitch Brown, City of Shell Lake, Director of Public Works at (715) 468-7679.

The top finishing course of facing units shall be a solid precast concrete cap block units designed to be compatible with the remainder of the wall. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material. The vertical dimension of the cap shall not be less than 3 inches.

Block dimensions may vary no more than $\pm 1/8$ inch from the standard values published by the manufacturer, in accordance to ASTM C1372. Blocks must have a minimum depth (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. Also the minimum allowed thickness of any other portion of the block is 2 inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

Cementitious materials and aggregates for split concrete blocks shall conform to the requirements of ASTM C1372 section 4.1 and 4.2. Modular blocks shall meet the following requirements:

| Test | Method | Requirement |
|---|----------------------|-------------------------|
| Compressive Strength (psi) | ASTM C140 | 5000 min. |
| Water Absorption (%) | ASTM C140 | 6 max. |
| Freeze-Thaw Loss (%) | ASTM | |
| 40 cycles, 5 of 5 samples | C1262 ⁽¹⁾ | 1.0 max. ⁽²⁾ |
| 50 cycles, 4 of 5 samples | | 1.5 max. ⁽²⁾ |
| ⁽¹⁾ Test shall be run using a 3% saline solution. | | |
| ⁽²⁾ Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable | | |

All blocks shall be certified as to strength, absorption, and freeze-thaw requirements unless, due to contract changes after letting, certified blocks are not available when required. At the time of delivery of the certified blocks, furnish the engineer a certified test report from a department-approved independent testing laboratory for each lot of modular

blocks. The certified test report shall clearly identify the firm conducted the sampling and testing, the type of block, the date sampled, name of the person conducting the sampling, the represented lot, the number of blocks in the lot, and the specific test results for each of the stated requirements of this specification. A lot shall not exceed 5000 blocks. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at the contractor's expense.

A department-approved independent testing laboratory shall control and conduct all modular block sampling and testing for certification. Prior to sampling, the manufacturer's representative shall identify all pallets of modular blocks contained in each lot. All pallets of blocks within the lot shall be numbered and marked to facilitate random sample selection. The representative of the independent testing laboratory shall identify five pallets of blocks by random numbers and shall then select one block from each of these pallets. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. The contractor shall remove all rejected blocks from the project at no expense to the department.

The department may conduct testing of certified or non-certified modular blocks lots delivered to the project. The department will not do freeze-thaw testing on blocks less than 45 days old. If a random sample of five blocks of any lot tested by the department fails to meet any of the requirements of this specification (nonconforming), the contractor shall remove from the project site all blocks from the failed lot that have not been installed in the finished work, at no cost to the department, unless the engineer allows otherwise. Nonconforming blocks installed in the finished work will be considered approved by the department as stated in standard spec 106.5(2) and any adjustment to the contract price will not exceed the price of the blocks charged by the supplier.

B.3.3 Leveling Pad

On walls less than or equal to 5 feet in height without a wall number assigned, a compacted leveling pad made from base aggregate dense 1¼ inch as given in standard spec 305 may be used. The depth of the aggregate leveling pad shall be as shown on the plans or 12-inches minimum. The aggregate leveling pad shall be as wide as the blocks plus 12 inches with 12 inches of pad extending beyond the front face of the wall.

C Construction

C.1 General

Construct the split concrete block retaining wall in accordance to the manufacturer's instructions, at the locations and to the dimensions shown on the plan and as directed by the engineer. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do

not stockpile or store materials or large equipment within 10 feet of the front face of the wall.

Place materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth. Backfilling shall closely follow erection of each course of wall facing units.

Compact each layer of wall backfill with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units. At no expense to the department, correct any such damage or misalignment as directed by the engineer.

Do not operate tracked or wheeled equipment within 3 feet of the back face of the blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

After construction of the wall, restore the surrounding area located above and below all precast block retaining wall sites to its original condition and to the finished details on the plans.

D Measurement

The department will measure Split Concrete Block Retaining Wall in area by the square foot of face on a vertical plane between the top of the leveling pad and a line indicating the top of wall including wall cap or copings as required and shown on the plans, acceptably completed. Unless directed by the engineer, wall area constructed above or below these limits will not be measured for payment.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-------------------------------------|------|
| SPV.0165.04 | Split Concrete Block Retaining Wall | SF |

Payment is full compensation for supplying a design, preparing the site, including all structure layout necessary for excavation and disposal of surplus materials; supplying all necessary wall components to produce a functional system including cap and copings; constructing the retaining system; providing backfill, backfilling, and compacting the backfill; and furnishing and installing pipe underdrain and geotextile fabric. Parapets, railings, and other items above the wall cap or coping will be paid for separately.

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

73. Reheating HMA Pavement Longitudinal Joints, Item SPV.0170.01.

A Description

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

B (Vacant)

C Construction

C.1 Equipment

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

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

C.2 Reheating Joints

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

1. Ambient air temperature at or above 60 degrees F (15 degrees C), reheat to 275 to 320 degrees F (135-160 degrees C).
2. Ambient air temperature below 60 degrees F (15 degrees C), reheat to 240 to 290 degrees F (115-143 degrees C).

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

D Measurement

The department will measure Reheating HMA Pavement Longitudinal Joints by the full 100-foot (40m) survey station, acceptably completed as measured along the joint.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--|------|
| SPV.0170.01 | Reheating HMA Pavement Longitudinal Joints | STA |

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

74. Preparing Topsoil for Lawn Type Turf, Item SPV.0180.02.

A Description

This special provision describes preparing the bed of topsoil or salvaged topsoil, for seeding or sodding, in areas designated by the engineer where a lawn type turf is desired.

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 breakdown 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 10 feet apart does not vary by more than one inch. Roll with a turf type roller, to a uniform minimum compacted depth of 4 inches or as the plans show.

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.0180.02 | 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.

75. HMA Pavement Type E-3 Special (E3SPV4), Item SPV.0195.01.

A Description

Perform this work in accordance to standard spec 460 and as hereinafter provided.

B Materials

Supplement standard spec 460.2 as follows:

Under the HMA Pavement Type E-3 Special bid item, furnish asphaltic mixture meeting requirements specified for HMA Pavement type E-3 as specified in Table 460-2 with an AC PG 64-34P for the lower 19.0 mm mix. The minimum effective AC (Pbe) for the asphaltic mixture design submitted under standard spec 460.2.7 shall be equal to or greater than 4.5% for the 19.0 mm mixture. The voids filled with binder (VFB or VFA) mixture requirements shall be 65-78%. The % minimum VMA as specified in Table 460-1 shall be increased to 14.0% for a 19.0 mm mixture.

C. Construction (Vacant)

Supplement standard spec 460.2.8.2.1.4.2 as follows:

Plot and maintain the additional control charts daily as follows:

1. Pbe as calculated for mix design
2. Dust/Pbe
3. VFA

D Measurement

The department will measure the HMA Pavement Type E-3 Special (E3SPV4) 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 | HMA Pavement Type E-3 Special (E3SPV4) | Ton |

Payment is full compensation for providing HMA mixture designs; for providing the asphaltic mixture including asphaltic material; for preparing foundation; for furnishing, hauling, placing, and compacting the mixture; and for QMP testing and aggregate source testing; and for furnishing all materials.

E3SPV4

76. HMA Pavement Type E-3 Special (E3SPV6), Item SPV.0195.02.**A Description**

Perform this work in accordance to standard spec 460 and as hereinafter provided.

B Materials

Supplement standard spec 460.2 as follows:

Under the HMA Pavement Type E-3 Special bid item, furnish asphaltic mixture meeting requirements specified for HMA Pavement type E-3 as specified in Table 460-2 with an AC PG 64-34P for the upper 12.5 mm mix. The minimum effective AC (Pbe) for the asphaltic mixture design submitted under standard spec 460.2.7 shall be equal to or greater

than 4.7% for the 12.5 mm mixture. The voids filled with binder (VFB or VFA) mixture requirements shall be 65-78%. The % minimum VMA as specified in Table 460-1 shall be increased to 15.0% for a 12.5 mm mixture.

C Construction (Vacant)

Supplement standard spec 460.2.8.2.1.4.2 as follows: Plot and maintain the additional control charts daily as follows:

1. Pbe as calculated for mix design
2. Dust/Pbe
3. VFA

D Measurement

The department will measure the HMA Pavement Type E-3 Special (E3SPV6) 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.0195.02 | HMA Pavement Type E-3 Special (E3SPV6) | Ton |

Payment is full compensation for providing HMA mixture designs; for providing the asphaltic mixture including asphaltic material; for preparing foundation; for furnishing, hauling, placing, and compacting the mixture; for QMP testing and aggregate source testing; and for furnishing all materials.

E3SPV6

77. Asphaltic Surface Terrace, Item SPV.0195.03.

A Description

This special provision describes constructing asphaltic surface within the terrace between the curb and gutter and the sidewalk as shown in the plan. Work shall be performed in accordance to standard spec 465 and supplemented as follows.

B Materials

Materials shall be in accordance to standard spec 465.2 (2)

C (Vacant)

D Measurement

The department will measure Asphaltic Surface Terrace by the ton, acceptably completed using the methods specified in standard spec 450.4. The department will not measure asphaltic materials separately.

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 | Asphaltic Surface Terrace | TON |

Payment is full compensation for preparing the foundation; for providing the asphaltic mixture, including asphaltic material and reclaimed asphaltic pavement materials; for hauling and placing; and for compacting the mixture.

78. Excavation, Hauling, and Disposal of Contaminated Soil, Item SPV.0195.04.

A Description

A.1 General

This special provision describes excavating, loading, hauling, and disposing of contaminated soil at a WDNR approved disposal facility. The closest WDNR approved disposal facilities are:

Veolia ES Seven Mile Creek LLC
8001 Olson Drive
Eau Claire, WI 54703
(715) 830-0284

Waste Management Timberline Trail RDF
N4581 Hutchison Road
Weyerhaeuser, WI 54895
(715) 868-7000

Perform this work in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. 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 soil.

A.2 Notice to the Contractor - Contaminated Soil Locations

Petroleum- and lead-contaminated soil is present at the following locations:

1. Station 859 +80 to 860+80 from reference line to project limits RT.
2. Station 877+50 to 877+70 from 20 feet RT of reference line to project limits RT.

Contaminated soils and/or groundwater and/or underground storage tanks (USTs) may be encountered at other locations within the construction limits. If contaminated soils and/or groundwater and/or USTs are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer and the environmental consultant. Contaminated soil and/or groundwater at other locations shall be managed by the contractor under this contract. USTs will be removed by others.

For further information regarding previous investigation and remediation activities at these sites contact:

Name: Daniel Haak
Address: TRC Environmental Corporation
708 Heartland Trail, Suite 3000, Madison, WI 53717
Phone: (608) 826-3628
Fax: (608) 826-3941
E-mail: dhaak@trcsolutions.com

A.3 Coordination

Coordinate work under this Contract with the environmental consultant retained by the department:

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

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the disposal facility;
3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
4. Obtaining the necessary approvals for disposal of contaminated soil from the disposal facility.

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 activities in the areas of contamination to the environmental consultant. Also notify the environmental consultant at least three calendar days prior to commencement of excavation activities in each of the contaminated areas.

Identify the WDNR approved disposal facility that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the disposal facility.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed. Do not transport contaminated soil without prior approval from the environmental consultant.

A.4 Protection of Groundwater Monitoring Wells

Groundwater monitoring wells, including lost or improperly abandoned wells, may be present within the construction limits. Notify the environmental consultant when groundwater monitoring wells are encountered. Protect all groundwater monitoring wells to maintain their integrity. If required by the environmental consultant, adjust wells that do not conflict with utilities, structures, curb and gutter, etc. to be flush with the final grade. For wells that conflict with the previously mentioned items, notify the environmental consultant, and coordinate with the environmental consultant, or for wells that require abandonment, the abandonment or adjustment of the wells by others. The environmental consultant will provide maps indicating the locations of all known monitoring wells, if requested by the contractor.

Coordinate with the environmental consultant to ensure that the environmental consultant is present to abandon and/or document the location of the groundwater monitoring wells during excavation activities.

A.5 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR's concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding the investigations, including waste characterization within the project limits, contact Amy Adrihan with the department at (715) 392-7972.

A.6 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter soil and groundwater contaminated with petroleum products. 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.

Disposal of contaminated soil at the disposal facility is subject to the facility's safety policies, which include as a minimum:

1. No smoking is allowed on-site.
2. Maximum speed limit of 15 mph on access roads and 5 mph while in active area.
3. All persons entering the active area must wear the following personal protective equipment: hard hats, high visibility clothing, steel toed work boots, safety glasses, and seat belts.
4. Minimum requirement for spacing as follows:
 - a. A minimum 15 foot Safety Zone is required between landfill equipment and all personnel at all times.
 - b. Do not back up directly behind the compactor or dozer.
 - c. Trucks must yield the right-of-way to landfill equipment.
 - d. 15 feet required between trucks.
5. Only the driver can exit the truck and must stay within 4 feet of the truck. Use of Spotter is prohibited. Helper (if any), must remain in vehicle while unloading.
6. Tailgates of all vehicles may only be opened while in the active area and must be closed prior to exiting the active area.
7. Cleaning out vehicles must be done in designated area, not in the active area. Vehicles must be properly locked out / tagged out in accordance to OSHA during the clean out process.
8. No scavenging is allowed.
9. Horseplay is prohibited.

Violation of the landfill's safety policy will result a verbal or written warning explaining this policy and may result in the loss of dumping privileges.

Immediately report all accidents and injuries at the disposal facility to landfill management.

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

The environmental consultant will periodically examine excavated soil during excavations in the areas of known soil contamination within the construction limits.

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated and to ensure that excavations do not extend beyond the minimum required to construct utilities and highway improvements unless expressly directed to do so by the engineer.

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite disposal or can be beneficially re-used on-site. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

On the basis of the results of such field-screening, the material will be designated for disposal as follows:

- Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials; or
- Low-level contaminated material for reuse as fill within the construction limits; or
- Contaminated soil for off-site disposal at the WDNR-licensed disposal facility; or
- Potentially contaminated for temporary stockpiling and additional characterization prior to disposal.

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 100 cubic yards of contaminated soil on-site that require additional characterization. Construct and maintain a temporary stockpile of the material in accordance to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation. The department's environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor, within 10 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the WDNR-licensed disposal facility by the contractor or, if characterized as hazardous waste, by the department. As an alternative to temporarily stockpiling contaminated soil/fill material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such soil is encountered until such time as characterization is completed.

Directly load and haul soils designated by the environmental consultant for off-site disposal to the DNR approved disposal facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids. Verify that the vehicles used to transport contaminated material are licensed for such activity in accordance to applicable state and federal regulations.

When material is encountered outside the above-identified limits of known contamination that appears to have been impacted with petroleum products, or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer and the environmental consultant.

D Measurement

The department will measure Excavation, Hauling, and Disposal of Contaminated Soil in tons of contaminated soil, accepted by the disposal facility as documented by weight tickets generated by the disposal facility.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--|------|
| SPV.0195.04 | Excavation, Hauling, and Disposal of Contaminated Soil | TON |

Payment is full compensation for excavating, segregating, loading, hauling, and disposal of contaminated soil; tipping fees including applicable taxes and surcharges; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and for dewatering of soils prior to transport, if necessary.

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

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

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

I. BASIC CONCEPTS

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

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

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

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

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

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

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

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

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

2. Definitions

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

3. DBE Percentage Required at Bid Submission

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

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

4. Department's DBE Evaluation Process

a. Documentation Submittal

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

i. Bidder Meets DBE Goal

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

ii. Bidder Does Not Meet DBE Goal

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

5. Department's Criteria for Good Faith Effort

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

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

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

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

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

6. Bidder's Appeal Process

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

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

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

7. Department's Criteria for DBE Participation

Department's DBE List

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

8. Counting DBE Participation

Assessing DBE Work

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

9. Commercially Useful Function

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

10. Trucking

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

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

11. Manufacturers and Suppliers

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

12. DBE Prime

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

13. Joint Venture

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

14. Mentor Protégé

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

15. DBE Replacement

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

<http://www.dot.wi.gov/business/dbe/docs/policyreplacingdbe.pdf>

16. Changes to the approved DBE Commitment Form DT1506

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

17. Contract Modifications

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

18. Payment

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

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

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

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

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor 's Contact Person

| |
|--------------|
| |
| Phone: _____ |
| Fax: _____ |
| Email: _____ |
| _____ |

DBE Contractor Contact Person

| |
|-------------|
| |
| Phone _____ |
| Fax _____ |
| Email _____ |
| _____ |

Please circle the jobs and items you will be quoting below

| | | | | | | | |
|--------------|---|---|---|---|---|---|---|
| Proposal No. | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| County | | | | | | | |

WORK DESCRIPTION:

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

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

We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

APPENDIX B
BEST PRACTICES FOR PRIME CONTRACTOR & DBE
SUBCONTRACTOR GOOD FAITH EFFORT

This list is not a set of requirements; it is a list of potential strategies

Primes

- Ø Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Ø Participate in speed networking and mosaic exercises as arranged by DBE office
- Ø Host information sessions not directly associated with a bid letting;
- Ø Participate in a formal mentor protégé or joint venture with a DBE firm
- Ø Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Ø Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Ø Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Ø 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

- Ø DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Ø Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Ø Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Ø 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.
- Ø Participate in DBE office assessment programs
- Ø Participate on advisory and mega-project committees
- Ø Sign up to receive the DBE Contracting Update
- Ø Consider membership in relevant industry or contractor organizations
- Ø 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 standard specifications:

450.3.2.1 General

Replace the entire text with the following effective with the January 2015 letting:

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 36 F for upper layers or 32 F for lower layers unless the engineer allows in writing. The contractor should place HMA pavement for projects on or north of STH 29 between May 1 and October 15 inclusive and for projects south of STH 29 between April 15 and November 1 inclusive. Notify the engineer at least one business day before paving.
 - (2) Unless the contract specifies otherwise, conform to the following:
 - Keep the road open to all traffic during construction.
 - Prepare the existing foundation for treatment as specified in 211.
 - Incorporate loose roadbed aggregate as a part of preparing the foundation, in shoulder construction, or dispose of as the engineer approves.
 - (3) Place asphaltic mixture only on a prepared, firm, and compacted base, foundation layer, or existing pavement substantially surface-dry and free of loose and foreign material. Do not place over frozen subgrade or base, or where the roadbed is unstable.
-

450.5 Payment

Replace the entire text with the following effective with the January 2015 letting:

- (1) All costs of furnishing, maintaining, and operating the truck scale or other weighing equipment and furnishing the weigh tickets are incidental to the contract.
 - (2) Nonconforming material allowed to remain in place is subject to price adjustment under 105.3.2.
 - (3) Full-depth sawing to remove integrally placed safety edge where not required is incidental to the contract.
 - (4) The contractor is responsible for pavement performance. If because of an excusable compensable delay under 108.10.3, the engineer directs the contractor to pave when the temperature is less than 36 F for the upper layer or less than 32 F for lower layers, the department:
 - Will relieve the contractor of responsibility for damage and defects the engineer attributes to cold weather paving.
 - Will not assess disincentives for density or ride.
-

455.3.2.1 General

Replace paragraphs one and two with the following effective with the January 2015 letting:

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is dry and reasonably free of loose dirt, dust, or other foreign matter. Do not apply if weather or surface conditions are unfavorable or before impending rains.
- (2) Use tack material of the type and grade the contract specifies. The contractor may, with the engineer's approval, dilute tack material as allowed under 455.2.4. Provide calculations using the asphalt content as-received from the supplier and subsequent contractor dilutions to show that as-placed material has 50 percent or more residual asphalt content. Apply at 0.050 to 0.070 gallons per square yard, after dilution, unless the contract designates otherwise. The engineer may adjust the application rate based on surface conditions. Limit application each day to the area the contractor expects to pave during that day.

460.2.2.3 Aggregate Gradation Master Range

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

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

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

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

^[1] 14.5 for E-0.3 and E-3 mixes.

^[2] 15.5 for E-0.3 and E-3 mixes.

460.3.4 Cold Weather Paving

Add a new subsection as follows effective with the January 2015 letting:

460.3.4 Cold Weather Paving**460.3.4.1 Cold Weather Paving Plan**

- (1) Submit a written cold weather paving plan to the engineer at the preconstruction meeting. In that plan outline material, operational, and equipment changes for paving when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F. Include the following:
- Use a department-accepted HMA mix design that incorporates a warm mix additive from the department's approved products list. Do not use a foaming process.
 - Use additional rollers.

- (2) Engineer written acceptance is required for the cold weather paving plan. Engineer acceptance of the plan does not relieve the contractor of responsibility for pavement performance except as specified in 450.5(4).

460.3.4.2 Cold Weather Paving Operations

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F unless a valid engineer-accepted cold weather paving plan is in effect.
- (2) If the national weather service forecast for the construction area predicts ambient air temperature less than 40 F at the projected time of paving within the next 24 hours, confirm or submit revisions to a previously engineer-accepted cold weather paving plan for engineer validation. Upon validation of the plan, the engineer will allow paving for the next day. Once in effect, pave conforming to the engineer-accepted cold weather paving plan for the balance of that work day or shift regardless of the temperature at the time of paving.

460.4 Measurement

Add paragraph two as follows effective with the January 2015 letting:

- (2) The department will measure HMA Cold Weather Paving by the ton of HMA mixture for pavement placed conforming to an engineer-accepted cold weather paving plan.

460.5.1 General

Revise paragraph one as follows effective with the January 2015 letting:

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

| <u>ITEM NUMBER</u> | <u>DESCRIPTION</u> | <u>UNIT</u> |
|--------------------|--------------------------------|-------------|
| 460.1100 | HMA Pavement Type E-0.3 | TON |
| 460.1101 | HMA Pavement Type E-1 | TON |
| 460.1103 | HMA Pavement Type E-3 | TON |
| 460.1110 | HMA Pavement Type E-10 | TON |
| 460.1130 | HMA Pavement Type E-30 | TON |
| 460.1132 | HMA Pavement Type E-30X | TON |
| 460.1700 | HMA Pavement Type SMA | TON |
| 460.2000 | Incentive Density HMA Pavement | DOL |
| 460.4000 | HMA Cold Weather Paving | TON |

460.5.2.2 Disincentive for HMA Pavement Density

Revise paragraph two as follows effective with the January 2015 letting:

- (2) The department will not assess density disincentives for pavement placed in cold weather because of a department-caused delay as specified in 450.5(4).

460.5.2.4 Cold Weather Paving

Add a new subsection as follows effective with the January 2015 letting:

460.5.2.4 Cold Weather Paving

- (1) Payment for HMA Cold Weather Paving is full compensation for additional materials and equipment specified for cold weather paving under 460.3.4 including costs for preparing, administering, and following the contractor's cold weather paving plan.
- (2) If HMA pavement is placed under 460.3.4 and the HMA Cold Weather Paving bid item is not in the contract, the department will pay for the additional costs specified in 460.5.2.4(1) as extra work. The department will pay separately for HMA pavement under the appropriate HMA Pavement bid items.

465.2 Materials

Replace paragraph two with the following effective with the December 2014 letting:

- (2) Under the other section 465 bid items, the contractor need not submit a mix design. Furnish aggregates mixed with a type AC asphaltic material, except under the Asphaltic Curb bid item furnish PG58-28 asphaltic material. Use coarse and fine mineral aggregates uniformly coated and mixed with the asphaltic material in an engineer-approved mixing plant. The contractor may include reclaimed asphaltic pavement materials in the mixture.

Bid Items Added

Add the following new bid item effective with the January 2015 letting:

| <u>ITEM NUMBER</u> | <u>DESCRIPTION</u> | <u>UNIT</u> |
|--------------------|-------------------------|-------------|
| 460.4000 | HMA Cold Weather Paving | TON |

Errata

Make the following corrections to the standard specifications:

501.3.2.4.4 Water Reducer

Correct errata by deleting the reference to footnote 6 for grade D concrete.

- (1) Add a water reducing admixture conforming to 501.2.3. Determine the specific type and rate of use based on the atmospheric conditions, the desired properties of the finished concrete and the manufacturer's recommended rate of use. The actual rate of use shall at least equal the manufacturer's recommended rate, and both the type and rate used require the engineer's approval before use.

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

ADDITIONAL SPECIAL PROVISION 9
Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<http://www.dot.wi.gov/business/civilrights/laborwages/index.htm>

(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://www.dot.wi.gov/business/civilrights/laborwages/docs/crc-payroll-manual.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

| <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> |
|---------------|----------|---------------|----------|---------------|----------|
| Adams | 1.7 | Iowa | 1.7 | Polk | 2.2 |
| Ashland | 1.2 | Iron | 1.2 | Portage | 0.6 |
| Barron | 0.6 | Jackson | 0.6 | Price | 0.6 |
| Bayfield | 1.2 | Jefferson | 7.0 | Racine | 8.4 |
| Brown | 1.3 | Juneau | 0.6 | Richland | 1.7 |
| Buffalo | 0.6 | Kenosha | 3.0 | Rock | 3.1 |
| Burnett | 2.2 | Kewaunee | 1.0 | Rusk | 0.6 |
| Calumet | 0.9 | La Crosse | 0.9 | St. Croix | 2.9 |
| Chippewa | 0.5 | Lafayette | 0.5 | Sauk | 1.7 |
| Clark | 0.6 | Langlade | 0.6 | Sawyer | 0.6 |
| Columbia | 1.7 | Lincoln | 0.6 | Shawano | 1.0 |
| Crawford | 0.5 | Manitowoc | 1.0 | Sheboygan | 7.0 |
| Dane | 2.2 | Marathon | 0.6 | Taylor | 0.6 |
| Dodge | 7.0 | Marinette | 1.0 | Trempealeau | 0.6 |
| Door | 1.0 | Marquette | 1.7 | Vernon | 0.6 |
| Douglas | 1.0 | Menominee | 1.0 | Vilas | 0.6 |
| Dunn | 0.6 | Milwaukee | 8.0 | Walworth | 7.0 |
| Eau Claire | 0.5 | Monroe | 0.6 | Washburn | 0.6 |
| Florence | 1.0 | Oconto | 1.0 | Washington | 8.0 |
| Fond du Lac | 1.0 | Oneida | 0.6 | Waukesha | 8.0 |
| Forest | 1.0 | Outagamie | 0.9 | Waupaca | 1.0 |
| Grant | 0.5 | Ozaukee | 8.0 | Waushara | 1.0 |
| Green | 1.7 | Pepin | 0.6 | Winnebago | 0.9 |
| Green Lake | 1.0 | Pierce | 2.2 | Wood | 0.6 |

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DECEMBER 2013

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

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

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/forms/ws4567.doc>

Effective with September 2004 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION
FOR ALL STATE HIGHWAY PROJECTS
WASHBURN COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development
for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on May 1, 2014

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

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

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

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

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

| <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
|---|---|---------------------------------------|--------------|
| | \$ | \$ | \$ |
| Bricklayer, Blocklayer or Stonemason | 30.42 | 17.27 | 47.69 |
| Carpenter | 30.48 | 15.90 | 46.38 |
| Cement Finisher | 34.22 | 13.90 | 48.12 |
| Electrician | 29.72 | 18.24 | 47.96 |
| 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 | 15.98 | 0.00 | 15.98 |
| Ironworker | 34.15 | 22.05 | 56.20 |
| Future Increase(s): Add \$1.35/hr on 5/1/2014; Add \$1.50/hr on 5/1/2015. | | | |
| Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. | | | |
| Line Constructor (Electrical) | 29.13 | 0.00 | 29.13 |
| Painter | 21.87 | 11.37 | 33.24 |
| Pavement Marking Operator | 30.00 | 0.00 | 30.00 |
| Piledriver | 30.98 | 18.75 | 49.73 |
| Roofer or Waterproofer | 30.50 | 16.87 | 47.37 |
| Teledata Technician or Installer | 16.50 | 11.26 | 27.76 |
| Tuckpointer, Caulker or Cleaner | 34.57 | 15.25 | 49.82 |
| Underwater Diver (Except on Great Lakes) | 34.48 | 15.90 | 50.38 |
| Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY | 34.43 | 15.24 | 49.67 |
| Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY | 30.60 | 16.89 | 47.49 |
| Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 26.78 | 13.58 | 40.36 |
| Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY | 24.86 | 12.97 | 37.83 |
| Groundman - ELECTRICAL LINE CONSTRUCTION ONLY | 21.75 | 12.70 | 34.45 |

| <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
|--|---|---------------------------------------|--------------|
| | \$ | \$ | \$ |
| TRUCK DRIVERS | | | |
| Single Axle or Two Axle | 34.22 | 19.90 | 54.12 |
| Three or More Axle | 24.52 | 17.77 | 42.29 |
| Future Increase(s): Add \$1.30/hr on 6/1/2014. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. | | | |
| Articulated, Euclid, Dumptor, Off Road Material Hauler | 29.27 | 20.40 | 49.67 |
| Future Increase(s): Add \$1.75/hr on 6/1/14); Add \$1.25/hr on 6/1/15); Add \$1.30/hr on 6/1/16); Add \$1.25/hr on 6/ 1/ 17. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm . | | | |
| Pavement Marking Vehicle | 23.31 | 17.13 | 40.44 |
| Shadow or Pilot Vehicle | 34.22 | 19.90 | 54.12 |
| Truck Mechanic | 23.31 | 17.13 | 40.44 |
| LABORERS | | | |
| General Laborer | 29.04 | 14.63 | 43.67 |
| Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | | | |
| Asbestos Abatement Worker | 16.75 | 0.00 | 16.75 |
| Landscaper | 29.04 | 14.63 | 43.67 |
| Future Increase(s): Add \$1.60/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). | | | |
| Flagperson or Traffic Control Person | 25.67 | 14.63 | 40.30 |
| Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise. | | | |
| Fiber Optic Laborer (Outside, Other Than Concrete Encased) | 18.31 | 9.56 | 27.87 |
| Railroad Track Laborer | 21.31 | 15.28 | 36.59 |

| <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
|---|---|---------------------------------------|--------------|
| | \$ | \$ | \$ |
| HEAVY EQUIPMENT OPERATORS | | | |
| Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http:// www.dot.wi.gov/business/civilrights/laborwages/pwc. htm . | 36.72 | 20.40 | 57.12 |
| Backhoe (Track Type) Having a Mfrg.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http:// www.dot.wi.gov/business/civilrights/laborwages/pwc. htm . | 36.22 | 20.40 | 56.62 |
| 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 Mfrg.'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 | 35.72 | 20.40 | 56.12 |

| <u>TRADE OR OCCUPATION</u> | <u>HOURLY BASIC RATE OF PAY</u> | <u>HOURLY FRINGE BENEFITS</u> | <u>TOTAL</u> |
|--|---|---------------------------------------|--------------|
| | \$ | \$ | \$ |
| ----- | | | |
| & A- Frames. | | | |
| Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. | | | |
| Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm . | | | |
| ----- | | | |
| Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. | 35.46 | 20.40 | 55.86 |
| Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. | | | |
| Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm . | | | |
| ----- | | | |
| 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. | 35.17 | 20.40 | 55.57 |
| Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2015); Add \$1.30/hr on 6/1/2016); Add \$1.25/hr on 6/ 1/ 2017. | | | |
| Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http:// www.dot.wi.gov/business/civilrights/laborwages/pwc.htm . | | | |
| ----- | | | |
| Fiber Optic Cable Equipment. | 26.69 | 13.05 | 39.74 |
| ----- | | | |

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: November 28, 2014

| LABORERS CLASSIFICATION: | | Basic Hourly Rates | Fringe Benefits | | | Basic Hourly Rates | Fringe Benefits |
|--------------------------|---|-----------------------|--------------------|--|-------------|-----------------------|--------------------|
| | | | | <u>Truck Drivers:</u> | | | |
| Group 1: | General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler | \$29.04 | 14.53 | 1 & 2 Axles | 25.18 | 18.31 | |
| Group 2: | Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); | 29.14 | 14.53 | Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic | 25.38 | 18.31 | |
| Group 3: | Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man | 29.19 | 14.53 | | | | |
| Group 4: | Line and Grade Specialist | 29.39 | 14.53 | | | | |
| Group 5: | Blaster and Powderman | 29.24 | 14.53 | | | | |
| Group 6: | Flagperson; Traffic Control | 25.67 | 14.53 | | | | |

CLASSES OF LABORER AND MECHANICS

| | | |
|--------------------------------------|-------------|------------|
| Bricklayer | 30.42 | 16.97 |
| Carpenter | 30.48 | 15.80 |
| Millwright | 32.11 | 15.80 |
| Piledriverman | 30.98 | 15.80 |
| Ironworker | 29.34 | 22.05 |
| Cement Mason/Concrete Finisher | 32.78 | 16.80 |
| Electrician | | See Page 3 |
| Line Construction | | |
| Lineman | 40.81 | 32% + 5.00 |
| Heavy Equipment Operator | 38.77 | 32% + 5.00 |
| Equipment Operator | 32.65 | 32% + 5.00 |
| Heavy Groundman Driver | 26.78 | 14.11 |
| Light Groundman Driver | 24.86 | 13.45 |
| Groundsman | 22.45 | 32% + 5.00 |
| Painters | 24.11 | 12.15 |
| 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; Modification #1, dated February 7, 2014; Modification #2, dated March 14, 2014; Modification #3, dated May 2, 2014; Modification #4, dated June 27, 2014; Modification #5, dated July 4, 2014; Modification #6, dated July 25, 2014; Modification #7, dated August 1, 2014; Modification #8, dated November 28, 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: November 28, 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 | \$37.72 | \$20.93 | (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. | \$36.72 | \$20.93 |
| 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. | \$37.22 | \$20.93 | 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. | \$36.46 | \$20.93 |
| 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. | \$36.17 | \$20.93 |
| | | | Group 6: Off - road material hauler with or without ejector..... | \$30.27 | \$20.93 |
| | | | Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours | | |

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: November 28, 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 | \$29.00 | 26.5%+ 9.15 | | |
| Area 2: | | | | |
| Electricians..... | 30.59 | 18.43 | 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: | 28.50 | 28.75% + 9.27 | | |
| Area 5 | 28.96 | 24.85% + 9.70 | | |
| Area 6 | 35.25 | 19.30 | Area 6 - | KENOSHA COUNTY |
| Area 8 | | | | |
| Electricians..... | 31.10 | 24.95% + 10.41 | Area 8 - | DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES |
| Area 9: | | | | |
| Electricians..... | 34.82 | 19.575 | | |
| Area 10 | 29.64 | 20.54 | 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 11 | 32.54 | 24.07 | | |
| Area 12 | 32.87 | 19.23 | Area 10 - | CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES |
| Area 13 | 33.93 | 22.67 | | |
| Teledata System Installer | | | | |
| Area 14 | | | Area 11 - | DOUGLAS COUNTY |
| Installer/Technician | 22.50 | 12.72 | | |
| Sound & Communications | | | Area 12 - | RACINE (except Burlington township) COUNTY |
| Area 15 | | | | |
| Installer | 16.47 | 14.84 | Area 13 - | MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES |
| Technician | 25.63 | 17.21 | Area 14 - | Statewide. |
| Area 1 - | | | Area 15 - | DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES. |
| CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES. | | | | |
| Area 2 - | | | | |
| ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES | | | | |
| Area 3 - | | | | |
| FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township) | | | | |

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.

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REVISED:

CONTRACT:
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1560-31-71FEDERAL ID(S):
WISC 2015097

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|---------------------|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |

SECTION 0001 CONTRACT ITEMS

| | | | | | | |
|------|--|------------------|------|--|---|--|
| 0010 | 201.0105 CLEARING | 36.000 STA | . | | . | |
| 0020 | 201.0120 CLEARING | 38.000 ID | . | | . | |
| 0030 | 201.0205 GRUBBING | 34.000 STA | . | | . | |
| 0040 | 203.0100 REMOVING SMALL PIPE CULVERTS | 9.000 EACH | . | | . | |
| 0050 | 203.0200 REMOVING OLD STRUCTURE (STATION) 01. 709+08 | LUMP | LUMP | | . | |
| 0060 | 204.0100 REMOVING PAVEMENT | 9,364.000 SY | . | | . | |
| 0070 | 204.0110 REMOVING ASPHALTIC SURFACE | 7,341.000 SY | . | | . | |
| 0080 | 204.0115 REMOVING ASPHALTIC SURFACE BUTT JOINTS | 900.000 SY | . | | . | |
| 0090 | 204.0120 REMOVING ASPHALTIC SURFACE MILLING | 74,950.000 SY | . | | . | |
| 0100 | 204.0150 REMOVING CURB & GUTTER | 5,515.000 LF | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0110 | 204.0155 REMOVING CONCRETE SIDEWALK | 415.000 SY | . | | . | |
| 0120 | 204.0170 REMOVING FENCE | 95.000 LF | . | | . | |
| 0130 | 204.0180 REMOVING DELINEATORS AND MARKERS | 17.000 EACH | . | | . | |
| 0140 | 204.0195 REMOVING CONCRETE BASES | 5.000 EACH | . | | . | |
| 0150 | 204.0205 REMOVING UTILITY POLES | 3.000 EACH | . | | . | |
| 0160 | 204.0210 REMOVING MANHOLES | 13.000 EACH | . | | . | |
| 0170 | 204.0220 REMOVING INLETS | 16.000 EACH | . | | . | |
| 0180 | 204.0230 REMOVING BUILDING (STATION) 01. 867+34 RT | LUMP | LUMP | | . | |
| 0190 | 204.0235 REMOVING BUILDINGS (PARCEL) 01. 16 | LUMP | LUMP | | . | |
| 0200 | 204.0245 REMOVING STORM SEWER (SIZE) 01. 8-INCH | 53.000 LF | . | | . | |
| 0210 | 204.0245 REMOVING STORM SEWER (SIZE) 02. 12-INCH | 477.000 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0220 | 204.0245 REMOVING STORM SEWER (SIZE) 03. 15-INCH | 633.000 LF | . | | . | |
| 0230 | 204.0245 REMOVING STORM SEWER (SIZE) 04. 18-INCH | 828.000 LF | . | | . | |
| 0240 | 204.0245 REMOVING STORM SEWER (SIZE) 05. 24-INCH | 2,155.000 LF | . | | . | |
| 0250 | 204.0245 REMOVING STORM SEWER (SIZE) 06. 30-INCH | 425.000 LF | . | | . | |
| 0260 | 204.0245 REMOVING STORM SEWER (SIZE) 07. 36-INCH | 14.000 LF | . | | . | |
| 0270 | 204.0280 SEALING PIPES | 1.000 EACH | . | | . | |
| 0280 | 205.0100 EXCAVATION COMMON | 66,492.000 CY | . | | . | |
| 0290 | 205.0400 EXCAVATION MARSH | 155.000 CY | . | | . | |
| 0300 | 208.1100 SELECT BORROW | 16,293.000 CY | . | | . | |
| 0310 | 209.0100 BACKFILL GRANULAR | 986.000 CY | . | | . | |
| 0320 | 211.0400 PREPARE FOUNDATION FOR ASPHALTIC SHOULDERS | 335.000 STA | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0330 | 213.0100 FINISHING ROADWAY (PROJECT) 01. 1560-31-71 | 1.000 EACH | . | | . | |
| 0340 | 305.0110 BASE AGGREGATE DENSE 3/4-INCH | 4,131.000 TON | . | | . | |
| 0350 | 305.0120 BASE AGGREGATE DENSE 1 1/4-INCH | 40,333.000 TON | . | | . | |
| 0360 | 305.0500 SHAPING SHOULDERS | 471.000 STA | . | | . | |
| 0370 | 416.0160 CONCRETE DRIVEWAY 6-INCH | 127.000 SY | . | | . | |
| 0380 | 416.1010 CONCRETE SURFACE DRAINS | 0.200 CY | . | | . | |
| 0390 | 440.4410.S INCENTIVE IRI RIDE | 19,592.000 DOL | 1.00000 | | 19592.00 | |
| 0400 | 455.0605 TACK COAT | 14,338.000 GAL | . | | . | |
| 0410 | 460.2000 INCENTIVE DENSITY HMA PAVEMENT | 19,210.000 DOL | 1.00000 | | 19210.00 | |
| 0420 | 460.4000 HMA COLD WEATHER PAVING | 2,000.000 TON | . | | . | |
| 0430 | 465.0105 ASPHALTIC SURFACE | 3,941.000 TON | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0440 | 465.0110 ASPHALTIC SURFACE PATCHING | 340.000 TON | . | | . | |
| 0450 | 465.0115 ASPHALTIC SURFACE DETOURS | 47.000 TON | . | | . | |
| 0460 | 465.0120 ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES | 346.000 TON | . | | . | |
| 0470 | 465.0125 ASPHALTIC SURFACE TEMPORARY | 8.000 TON | . | | . | |
| 0480 | 465.0315 ASPHALTIC FLUMES | 56.000 SY | . | | . | |
| 0490 | 465.0425 ASPHALTIC SHOULDER RUMBLE STRIPS 2-LANE RURAL | 32,229.000 LF | . | | . | |
| 0500 | 465.0475 ASPHALT CENTER LINE RUMBLE STRIPS 2-LANE RURAL | 13,418.000 LF | . | | . | |
| 0510 | 504.0900 CONCRETE MASONRY ENDWALLS | 10.900 CY | . | | . | |
| 0520 | 520.7000 CLEANING CULVERT PIPES | 3.000 EACH | . | | . | |
| 0530 | 520.8000 CONCRETE COLLARS FOR PIPE | 19.000 EACH | . | | . | |
| 0540 | 520.9700.S CULVERT PIPE LINERS (SIZE) 01. 24-INCH | 104.000 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0550 | 520.9700.S CULVERT PIPE LINERS (SIZE) 02. 36-INCH | 62.000 LF | . | | . | |
| 0560 | 520.9750.S CLEANING CULVERT PIPES FOR LINER VERIFICATION | 2.000 EACH | . | | . | |
| 0570 | 521.0112 CULVERT PIPE CORRUGATED STEEL 12-INCH | 88.000 LF | . | | . | |
| 0580 | 521.0118 CULVERT PIPE CORRUGATED STEEL 18-INCH | 276.000 LF | . | | . | |
| 0590 | 521.1012 APRON ENDWALLS FOR CULVERT PIPE STEEL 12-INCH | 6.000 EACH | . | | . | |
| 0600 | 521.1018 APRON ENDWALLS FOR CULVERT PIPE STEEL 18-INCH | 14.000 EACH | . | | . | |
| 0610 | 521.1024 APRON ENDWALLS FOR CULVERT PIPE STEEL 24-INCH | 4.000 EACH | . | | . | |
| 0620 | 522.0124 CULVERT PIPE REINFORCED CONCRETE CLASS III 24-INCH | 92.000 LF | . | | . | |
| 0630 | 522.0130 CULVERT PIPE REINFORCED CONCRETE CLASS III 30-INCH | 30.000 LF | . | | . | |
| 0640 | 522.0136 CULVERT PIPE REINFORCED CONCRETE CLASS III 36-INCH | 6.000 LF | . | | . | |
| 0650 | 522.0148 CULVERT PIPE REINFORCED CONCRETE CLASS III 48-INCH | 60.000 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0660 | 522.0166 CULVERT PIPE REINFORCED CONCRETE CLASS III 66-INCH | 68.000 LF | . | | . | |
| 0670 | 522.1012 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 12-INCH | 1.000 EACH | . | | . | |
| 0680 | 522.1018 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 18-INCH | 3.000 EACH | . | | . | |
| 0690 | 522.1024 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 24-INCH | 8.000 EACH | . | | . | |
| 0700 | 522.1030 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 30-INCH | 3.000 EACH | . | | . | |
| 0710 | 522.1036 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 36-INCH | 3.000 EACH | . | | . | |
| 0720 | 522.1048 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 48-INCH | 1.000 EACH | . | | . | |
| 0730 | 522.1066 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 66-INCH | 2.000 EACH | . | | . | |
| 0740 | 530.0124 CULVERT PIPE CORRUGATED POLYETHYLENE 24-INCH | 34.000 LF | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0750 | 601.0120 CONCRETE CURB TYPE J | 75.000 LF | . | | . | |
| 0760 | 601.0407 CONCRETE CURB & GUTTER 18-INCH TYPE D | 121.000 LF | . | | . | |
| 0770 | 601.0411 CONCRETE CURB & GUTTER 30-INCH TYPE D | 6,294.000 LF | . | | . | |
| 0780 | 601.0415 CONCRETE CURB & GUTTER 6-INCH SLOPED 30-INCH TYPE J | 243.000 LF | . | | . | |
| 0790 | 601.0419 CONCRETE CURB & GUTTER 30-INCH TYPE L | 179.000 LF | . | | . | |
| 0800 | 601.0557 CONCRETE CURB AND GUTTER 6-INCH SLOPED 36-INCH TYPE D | 1,977.000 LF | . | | . | |
| 0810 | 601.0580 CONCRETE CURB & GUTTER 4-INCH SLOPED 36-INCH TYPE R | 46.000 LF | . | | . | |
| 0820 | 601.0600 CONCRETE CURB PEDESTRIAN | 143.000 LF | . | | . | |
| 0830 | 602.0405 CONCRETE SIDEWALK 4-INCH | 16,006.000 SF | . | | . | |
| 0840 | 602.0415 CONCRETE SIDEWALK 6-INCH | 1,525.000 SF | . | | . | |
| 0850 | 602.0505 CURB RAMP DETECTABLE WARNING FIELD YELLOW | 496.000 SF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0860 | 602.2400 CONCRETE SAFETY ISLANDS | 2,048.000 SF | . | | . | |
| 0870 | 606.0100 RIPRAP LIGHT | 72.000 CY | . | | . | |
| 0880 | 606.0200 RIPRAP MEDIUM | 380.000 CY | . | | . | |
| 0890 | 608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH | 1,527.000 LF | . | | . | |
| 0900 | 608.0315 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 15-INCH | 192.000 LF | . | | . | |
| 0910 | 608.0318 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 18-INCH | 398.000 LF | . | | . | |
| 0920 | 608.0324 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 24-INCH | 596.000 LF | . | | . | |
| 0930 | 608.0330 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 30-INCH | 643.000 LF | . | | . | |
| 0940 | 608.0336 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 36-INCH | 63.000 LF | . | | . | |
| 0950 | 608.0342 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 42-INCH | 373.000 LF | . | | . | |
| 0960 | 608.0348 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 48-INCH | 1,639.000 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0970 | 611.0410 RECONSTRUCTING CATCH BASINS | 2.000 EACH | . | | . | |
| 0980 | 611.0420 RECONSTRUCTING MANHOLES | 2.000 EACH | . | | . | |
| 0990 | 611.0430 RECONSTRUCTING INLETS | 1.000 EACH | . | | . | |
| 1000 | 611.0530 MANHOLE COVERS TYPE J | 11.000 EACH | . | | . | |
| 1010 | 611.0612 INLET COVERS TYPE C | 3.000 EACH | . | | . | |
| 1020 | 611.0615 INLET COVERS TYPE F | 1.000 EACH | . | | . | |
| 1030 | 611.0624 INLET COVERS TYPE H | 25.000 EACH | . | | . | |
| 1040 | 611.0627 INLET COVERS TYPE HM | 1.000 EACH | . | | . | |
| 1050 | 611.0639 INLET COVERS TYPE H-S | 19.000 EACH | . | | . | |
| 1060 | 611.0642 INLET COVERS TYPE MS | 17.000 EACH | . | | . | |
| 1070 | 611.0651 INLET COVERS TYPE S | 8.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1080 | 611.0654 INLET COVERS TYPE V | 1.000 EACH | . | | . | |
| 1090 | 611.1003 CATCH BASINS 3-FT DIAMETER | 3.000 EACH | . | | . | |
| 1100 | 611.1004 CATCH BASINS 4-FT DIAMETER | 5.000 EACH | . | | . | |
| 1110 | 611.1005 CATCH BASINS 5-FT DIAMETER | 10.000 EACH | . | | . | |
| 1120 | 611.1006 CATCH BASINS 6-FT DIAMETER | 3.000 EACH | . | | . | |
| 1130 | 611.1230 CATCH BASINS 2X3-FT | 34.000 EACH | . | | . | |
| 1140 | 611.2007 MANHOLES 7-FT DIAMETER | 5.000 EACH | . | | . | |
| 1150 | 611.2008 MANHOLES 8-FT DIAMETER | 1.000 EACH | . | | . | |
| 1160 | 611.2066 MANHOLES 6X6-FT | 2.000 EACH | . | | . | |
| 1170 | 611.3220 INLETS 2X2-FT | 1.000 EACH | . | | . | |
| 1180 | 611.3901 INLETS MEDIAN 1 GRATE | 2.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1190 | 611.3902 INLETS MEDIAN 2 GRATE | 4.000 EACH | . | | . | |
| 1200 | 611.3903 INLETS MEDIAN 3 GRATE | 1.000 EACH | . | | . | |
| 1210 | 611.8115 ADJUSTING INLET COVERS | 1.000 EACH | . | | . | |
| 1220 | 611.8120.S COVER PLATES TEMPORARY | 9.000 EACH | . | | . | |
| 1230 | 612.0204 PIPE UNDERDRAIN UNPERFORATED 4-INCH | 8.000 LF | . | | . | |
| 1240 | 612.0902.S INSULATION BOARD POLYSTYRENE (INCH) 01. 2-INCH | 191.000 SY | . | | . | |
| 1250 | 614.0305 STEEL PLATE BEAM GUARD CLASS A | 350.000 LF | . | | . | |
| 1260 | 614.0370 STEEL PLATE BEAM GUARD ENERGY ABSORBING TERMINAL | 2.000 EACH | . | | . | |
| 1270 | 614.0920 SALVAGED RAIL | 711.000 LF | . | | . | |
| 1280 | 614.2300 MGS GUARDRAIL 3 | 275.000 LF | . | | . | |
| 1290 | 614.2330 MGS GUARDRAIL 3 K | 350.000 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1300 | 614.2610 MGS GUARDRAIL TERMINAL EAT | 2.000 EACH | . | | . | |
| 1310 | 616.0204 FENCE CHAIN LINK 4-FT | 34.000 LF | . | | . | |
| 1320 | 616.0700.S FENCE SAFETY | 3,727.000 LF | . | | . | |
| 1330 | 618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 01. 1560-31-71 | 1.000 EACH | . | | . | |
| 1340 | 619.1000 MOBILIZATION | 1.000 EACH | . | | . | |
| 1350 | 620.0300 CONCRETE MEDIAN SLOPED NOSE | 468.000 SF | . | | . | |
| 1360 | 623.0200 DUST CONTROL SURFACE TREATMENT | 25,146.000 SY | . | | . | |
| 1370 | 624.0100 WATER | 598.000 MGAL | . | | . | |
| 1380 | 625.0100 TOPSOIL | 46,662.000 SY | . | | . | |
| 1390 | 627.0200 MULCHING | 66,150.000 SY | . | | . | |
| 1400 | 628.1504 SILT FENCE | 17,073.000 LF | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1410 | 628.1520 SILT FENCE MAINTENANCE | 17,073.000 LF | . | | . | |
| 1420 | 628.1905 MOBILIZATIONS EROSION CONTROL | 15.000 EACH | . | | . | |
| 1430 | 628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL | 15.000 EACH | . | | . | |
| 1440 | 628.2004 EROSION MAT CLASS I TYPE B | 7,493.000 SY | . | | . | |
| 1450 | 628.2006 EROSION MAT URBAN CLASS I TYPE A | 5,514.000 SY | . | | . | |
| 1460 | 628.2008 EROSION MAT URBAN CLASS I TYPE B | 3,083.000 SY | . | | . | |
| 1470 | 628.2023 EROSION MAT CLASS II TYPE B | 2,292.000 SY | . | | . | |
| 1480 | 628.2033 EROSION MAT CLASS III TYPE B | 1,063.000 SY | . | | . | |
| 1490 | 628.6005 TURBIDITY BARRIERS | 565.000 SY | . | | . | |
| 1500 | 628.6505 SOIL STABILIZER TYPE A | 0.510 ACRE | . | | . | |
| 1510 | 628.6510 SOIL STABILIZER TYPE B | 16.520 ACRE | . | | . | |

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|------------|-------------------------------------|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1520 | 628.7005 INLET PROTECTION TYPE A | 91.000 EACH | . | | . | |
| 1530 | 628.7010 INLET PROTECTION TYPE B | 14.000 EACH | . | | . | |
| 1540 | 628.7015 INLET PROTECTION TYPE C | 66.000 EACH | . | | . | |
| 1550 | 628.7504 TEMPORARY DITCH CHECKS | 501.000 LF | . | | . | |
| 1560 | 628.7555 CULVERT PIPE CHECKS | 145.000 EACH | . | | . | |
| 1570 | 628.7570 ROCK BAGS | 20.000 EACH | . | | . | |
| 1580 | 629.0210 FERTILIZER TYPE B | 52.700 CWT | . | | . | |
| 1590 | 630.0120 SEEDING MIXTURE NO. 20 | 2,262.000 LB | . | | . | |
| 1600 | 630.0200 SEEDING TEMPORARY | 2,262.000 LB | . | | . | |
| 1610 | 633.0200 DELINEATORS FLEXIBLE | 10.000 EACH | . | | . | |
| 1620 | 633.5100 MARKERS ROW | 25.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1630 | 633.5200 MARKERS CULVERT END | 34.000 EACH | . | | . | |
| 1640 | 634.0612 POSTS WOOD 4X6-INCH X 12-FT | 37.000 EACH | . | | . | |
| 1650 | 634.0614 POSTS WOOD 4X6-INCH X 14-FT | 30.000 EACH | . | | . | |
| 1660 | 634.0616 POSTS WOOD 4X6-INCH X 16-FT | 64.000 EACH | . | | . | |
| 1670 | 634.0808 POSTS TUBULAR STEEL 2X2-INCH X 8-FT | 5.000 EACH | . | | . | |
| 1680 | 634.0809 POSTS TUBULAR STEEL 2X2-INCH X 9.5-FT | 15.000 EACH | . | | . | |
| 1690 | 634.0811 POSTS TUBULAR STEEL 2X2-INCH X 11-FT | 14.000 EACH | . | | . | |
| 1700 | 634.0812 POSTS TUBULAR STEEL 2X2-INCH X 12-FT | 3.000 EACH | . | | . | |
| 1710 | 637.2210 SIGNS TYPE II REFLECTIVE H | 718.520 SF | . | | . | |
| 1720 | 637.2230 SIGNS TYPE II REFLECTIVE F | 153.500 SF | . | | . | |
| 1730 | 638.2102 MOVING SIGNS TYPE II | 24.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1740 | 638.2602 REMOVING SIGNS TYPE II | 118.000 EACH | . | | . | |
| 1750 | 638.3000 REMOVING SMALL SIGN SUPPORTS | 118.000 EACH | . | | . | |
| 1760 | 642.5201 FIELD OFFICE TYPE C | 1.000 EACH | . | | . | |
| 1770 | 643.0100 TRAFFIC CONTROL (PROJECT) 01. 1560-31-71 | 1.000 EACH | . | | . | |
| 1780 | 643.0300 TRAFFIC CONTROL DRUMS | 16,161.000 DAY | . | | . | |
| 1790 | 643.0410 TRAFFIC CONTROL BARRICADES TYPE II | 269.000 DAY | . | | . | |
| 1800 | 643.0420 TRAFFIC CONTROL BARRICADES TYPE III | 3,104.000 DAY | . | | . | |
| 1810 | 643.0500 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS | 459.000 EACH | . | | . | |
| 1820 | 643.0600 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES | 439.000 EACH | . | | . | |
| 1830 | 643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A | 6,477.000 DAY | . | | . | |
| 1840 | 643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C | 1,584.000 DAY | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1850 | 643.0900 TRAFFIC CONTROL SIGNS | 4,408.000 DAY | . | | . | |
| 1860 | 643.0920 TRAFFIC CONTROL COVERING SIGNS TYPE II | 11.000 EACH | . | | . | |
| 1870 | 643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE | 43.000 SF | . | | . | |
| 1880 | 643.1050 TRAFFIC CONTROL SIGNS PCMS | 90.000 DAY | . | | . | |
| 1890 | 643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 01. 1560-31-71 | 1.000 EACH | . | | . | |
| 1900 | 643.3000 TRAFFIC CONTROL DETOUR SIGNS | 5,370.000 DAY | . | | . | |
| 1910 | 645.0120 GEOTEXTILE FABRIC TYPE HR | 930.000 SY | . | | . | |
| 1920 | 645.0130 GEOTEXTILE FABRIC TYPE R | 209.000 SY | . | | . | |
| 1930 | 646.0106 PAVEMENT MARKING EPOXY 4-INCH | 54,796.000 LF | . | | . | |
| 1940 | 646.0126 PAVEMENT MARKING EPOXY 8-INCH | 3,769.000 LF | . | | . | |
| 1950 | 646.0406 PAVEMENT MARKING SAME DAY EPOXY 4-INCH | 33,460.000 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 1960 | 646.0600 REMOVING PAVEMENT MARKINGS | 7,315.000 LF | . | | . | |
| 1970 | 647.0166 PAVEMENT MARKING ARROWS EPOXY TYPE 2 | 31.000 EACH | . | | . | |
| 1980 | 647.0256 PAVEMENT MARKING SYMBOLS EPOXY | 3.000 EACH | . | | . | |
| 1990 | 647.0356 PAVEMENT MARKING WORDS EPOXY | 5.000 EACH | . | | . | |
| 2000 | 647.0456 PAVEMENT MARKING CURB EPOXY | 172.000 LF | . | | . | |
| 2010 | 647.0606 PAVEMENT MARKING ISLAND NOSE EPOXY | 10.000 EACH | . | | . | |
| 2020 | 647.0656 PAVEMENT MARKING PARKING STALL EPOXY | 1,299.000 LF | . | | . | |
| 2030 | 647.0716 PAVEMENT MARKING DIAGONAL EPOXY 8-INCH | 828.000 LF | . | | . | |
| 2040 | 647.0726 PAVEMENT MARKING DIAGONAL EPOXY 12-INCH | 1,534.000 LF | . | | . | |
| 2050 | 647.0766 PAVEMENT MARKING CROSSWALK EPOXY 6-INCH | 353.000 LF | . | | . | |
| 2060 | 647.0796 PAVEMENT MARKING CROSSWALK EPOXY 24-INCH | 456.000 LF | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2070 | 647.0965 REMOVING PAVEMENT MARKINGS WORDS | 2.000 EACH | . | | . | |
| 2080 | 648.0100 LOCATING NO-PASSING ZONES | 3.544 MI | . | | . | |
| 2090 | 649.0200 TEMPORARY PAVEMENT MARKING REFLECTIVE PAINT 4-INCH | 23,850.000 LF | . | | . | |
| 2100 | 649.0400 TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 4-INCH | 24,806.000 LF | . | | . | |
| 2110 | 650.4000 CONSTRUCTION STAKING STORM SEWER | 77.000 EACH | . | | . | |
| 2120 | 650.4500 CONSTRUCTION STAKING SUBGRADE | 19,115.000 LF | . | | . | |
| 2130 | 650.5000 CONSTRUCTION STAKING BASE | 19,115.000 LF | . | | . | |
| 2140 | 650.5500 CONSTRUCTION STAKING CURB GUTTER AND CURB & GUTTER | 9,471.000 LF | . | | . | |
| 2150 | 650.6000 CONSTRUCTION STAKING PIPE CULVERTS | 18.000 EACH | . | | . | |
| 2160 | 650.8000 CONSTRUCTION STAKING RESURFACING REFERENCE | 21,385.000 LF | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2170 | 650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 01. 1560-31-71 | LUMP | LUMP | | . | |
| 2180 | 650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 1560-31-71 | LUMP | LUMP | | . | |
| 2190 | 650.9920 CONSTRUCTION STAKING SLOPE STAKES | 19,638.000 LF | . | | . | |
| 2200 | 652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH | 362.000 LF | . | | . | |
| 2210 | 653.0110 PULL BOXES STEEL 12X30-INCH | 1.000 EACH | . | | . | |
| 2220 | 654.0101 CONCRETE BASES TYPE 1 | 5.000 EACH | . | | . | |
| 2230 | 655.0610 ELECTRICAL WIRE LIGHTING 12 AWG | 234.000 LF | . | | . | |
| 2240 | 655.0620 ELECTRICAL WIRE LIGHTING 8 AWG | 1,138.000 LF | . | | . | |
| 2250 | 657.0322 POLES TYPE 5-ALUMINUM | 2.000 EACH | . | | . | |
| 2260 | 657.0610 LUMINAIRE ARMS SINGLE MEMBER 4 1/2-INCH CLAMP 6-FT | 2.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2270 | 659.0115 LUMINAIRES UTILITY HPS 150 WATTS | 2.000 EACH | . | | . | |
| 2280 | 690.0150 SAWING ASPHALT | 3,284.000 LF | . | | . | |
| 2290 | 690.0250 SAWING CONCRETE | 4,616.000 LF | . | | . | |
| 2300 | 999.1500.S CRACK AND DAMAGE SURVEY | LUMP | LUMP | | . | |
| 2310 | ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR | 2,400.000 HRS | 5.00000 | | 12000.00 | |
| 2320 | ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR | 990.000 HRS | 5.00000 | | 4950.00 | |
| 2330 | SPV.0035 SPECIAL 02. COLORING CONCRETE | 12.200 CY | . | | . | |
| 2340 | SPV.0045 SPECIAL 01. TEMPORARY CROSSWALK ACCESS | 184.000 DAY | . | | . | |
| 2350 | SPV.0060 SPECIAL 03. CLEANING CULVERT PIPES MINIMAL | 19.000 EACH | . | | . | |
| 2360 | SPV.0060 SPECIAL 04. CLEANING CULVERT PIPES FULL | 1.000 EACH | . | | . | |
| 2370 | SPV.0060 SPECIAL 05. CLEANING DITCH | 2.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2380 | SPV.0060 SPECIAL 06. ROTATE SANITARY MANHOLE CONES | 1.000 EACH | . | | . | |
| 2390 | SPV.0060 SPECIAL 07. SLOPE REPAIR CULVERT | 3.000 EACH | . | | . | |
| 2400 | SPV.0060 SPECIAL 08. RADAR DRIVER FEEDBACK SIGN - SOLAR | 3.000 EACH | . | | . | |
| 2410 | SPV.0060 SPECIAL 09. RECTANGULAR RAPID FLASHING BEACON (RRFB) - SOLAR | 2.000 EACH | . | | . | |
| 2420 | SPV.0060 SPECIAL 10. CONNECT TO EXISTING WATER MAIN | 2.000 EACH | . | | . | |
| 2430 | SPV.0060 SPECIAL 11. ABANDON EXISTING WATER MAIN | 1.000 EACH | . | | . | |
| 2440 | SPV.0060 SPECIAL 12. REMOVE AND SALVAGE EXISTING 6-INCH VALVE | 1.000 EACH | . | | . | |
| 2450 | SPV.0060 SPECIAL 13. 10-INCH X 10-INCH TEE | 1.000 EACH | . | | . | |
| 2460 | SPV.0060 SPECIAL 14. 10-INCH VALVE AND BOX | 2.000 EACH | . | | . | |
| 2470 | SPV.0060 SPECIAL 15. 6-INCH VALVE AND BOX | 1.000 EACH | . | | . | |
| 2480 | SPV.0060 SPECIAL 16. 10-INCH X 6-INCH REDUCER | 1.000 EACH | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2490 | SPV.0060 SPECIAL 17. 10-INCH PLUG | 1.000 EACH | . | | . | |
| 2500 | SPV.0060 SPECIAL 18. 6-INCH PLUG | 1.000 EACH | . | | . | |
| 2510 | SPV.0060 SPECIAL 19. CONNECT TO EXISTING WATER SERVICE | 1.000 EACH | . | | . | |
| 2520 | SPV.0060 SPECIAL 20. 1" CORP. (SADDLE STYLE) CURB STOP AND BOX | 1.000 EACH | . | | . | |
| 2530 | SPV.0060 SPECIAL 21. REMOVE EXISTING SANITARY MANHOLE | 4.000 EACH | . | | . | |
| 2540 | SPV.0060 SPECIAL 22. SANITARY MANHOLE TYPE 1, COMPLETE | 6.000 EACH | . | | . | |
| 2550 | SPV.0060 SPECIAL 23. CONNECT TO EXISTING SANITARY SEWER | 5.000 EACH | . | | . | |
| 2560 | SPV.0060 SPECIAL 24. ABANDON EXISTING SANITARY SEWER | 4.000 EACH | . | | . | |
| 2570 | SPV.0060 SPECIAL 25. ABANDON EXISTING FORCEMAIN | 2.000 EACH | . | | . | |
| 2580 | SPV.0060 SPECIAL 26. CONNECTION TO EXISTING ELECTRICAL CIRCUIT | 1.000 EACH | . | | . | |
| 2590 | SPV.0060 SPECIAL 27. CONCRETE BASE TYPE 2, MODIFIED | 2.000 EACH | . | | . | |

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|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2600 | SPV.0060 SPECIAL 29. INLET COVERS TYPE H-D | 5.000 EACH | . | | . | |
| 2610 | SPV.0060 SPECIAL 30. SLOPE REPAIR INTERSECTION NW QUADRANT USH 63 / WOODYARD ROAD SOUTH | 1.000 EACH | . | | . | |
| 2620 | SPV.0090 SPECIAL 01. REMOVING CONCRETE PIPE SECTIONS | 84.000 LF | . | | . | |
| 2630 | SPV.0090 SPECIAL 02. CURE AND SEAL TREATMENT, CONCRETE CURB AND GUTTER | 9,471.000 LF | . | | . | |
| 2640 | SPV.0090 SPECIAL 03. CULVERT PIPE FOR CATTLE PASS STA. 638+10 | 98.000 LF | . | | . | |
| 2650 | SPV.0090 SPECIAL 04. SALVAGE AND REPLACE BARBED WIRE FENCE | 200.000 LF | . | | . | |
| 2660 | SPV.0090 SPECIAL 05. CONSTRUCTION STAKING SUBBASE | 9,600.000 LF | . | | . | |
| 2670 | SPV.0090 SPECIAL 06. REGRADE DITCH | 45.000 LF | . | | . | |
| 2680 | SPV.0090 SPECIAL 07. 10-INCH PVC WATER MAIN | 295.000 LF | . | | . | |
| 2690 | SPV.0090 SPECIAL 08. 1-INCH COPPER WATER SERVICE | 83.000 LF | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2700 | SPV.0090 SPECIAL 09. 8-INCH PVC SANITARY SEWER | 85.000 LF | . | | . | |
| 2710 | SPV.0090 SPECIAL 10. 10-INCH PVC SANITARY SEWER | 778.000 LF | . | | . | |
| 2720 | SPV.0090 SPECIAL 11. 4-INCH FORCE MAIN HDD | 290.000 LF | . | | . | |
| 2730 | SPV.0090 SPECIAL 12. CONCRETE CURB & GUTTER 20-INCH TYPE J SPECIAL | 393.000 LF | . | | . | |
| 2740 | SPV.0105 SPECIAL 02. MATERIAL TRANSFER VEHICLE | LUMP | LUMP | | . | |
| 2750 | SPV.0105 SPECIAL 03. MILLING AND REMOVING TEMPORARY JOINT | LUMP | LUMP | | . | |
| 2760 | SPV.0105 SPECIAL 04. CLOSURE GATE SYSTEM | LUMP | LUMP | | . | |
| 2770 | SPV.0105 SPECIAL 05. REMOVING CONCRETE BASE STA. 861+95, 30' LT | LUMP | LUMP | | . | |
| 2780 | SPV.0105 SPECIAL 06. SALVAGE AND RELOCATE BENCH | LUMP | LUMP | | . | |
| 2790 | SPV.0105 SPECIAL 07. PREPARATION OF FOUNDATION FOR ASPHALTIC PAVING SPECIAL | LUMP | LUMP | | . | |
| 2800 | SPV.0120 SPECIAL 01. WATER FOR SEEDED AREA | 1,002.000 MGAL | . | | . | |

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|------------|--|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 2810 | SPV.0165 SPECIAL 01. CURE AND SEAL TREATMENT, CONCRETE SIDEWALK | 17,201.000 SF | . | | . | |
| 2820 | SPV.0165 SPECIAL 02. CURE AND SEAL TREATMENT, CONCRETE SAFETY ISLANDS | 2,048.000 SF | . | | . | |
| 2830 | SPV.0165 SPECIAL 03. CURE AND SEAL TREATMENT, CONCRETE MEDIAN SLOPED NOSE | 348.000 SF | . | | . | |
| 2840 | SPV.0165 SPECIAL 04. SPLIT CONCRETE BLOCK RETAINING WALL | 169.000 SF | . | | . | |
| 2850 | SPV.0170 SPECIAL 01. REHEATING HMA PAVEMENT LONGITUDINAL JOINTS SPECIAL | 392.000 STA | . | | . | |
| 2860 | SPV.0180 SPECIAL 02. PREPARING TOPSOIL FOR LAWN TYPE TURF | 17,354.000 SY | . | | . | |
| 2870 | SPV.0195 SPECIAL 01. HMA PAVEMENT TYPE E-3 SPECIAL (E3SPV4) | 18,392.000 TON | . | | . | |
| 2880 | SPV.0195 SPECIAL 02. HMA PAVEMENT TYPE E-3 SPECIAL (E3SPV6) | 11,618.000 TON | . | | . | |
| 2890 | SPV.0195 SPECIAL 03. ASPHALTIC SURFACE TERRACE | 97.000 TON | . | | . | |
| 2900 | SPV.0195 SPECIAL 04. EXCAVATION, HAULING, AND DISPOSAL OF CONTAMINATED SOIL | 100.000 TON | . | | . | |
| | SECTION 0001 TOTAL | | | | . | |
| | TOTAL BID | | | | . | |

PLEASE ATTACH SCHEDULE OF ITEMS HERE