## **HIGHWAY WORK PROPOSAL**

Proposal Number: 2 6

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

Notice of Award Dated

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	<u>HIGHWAY</u>
Winnebago	1517-75-78	WISC 2015 138	USH 10 - USH 10 / STH441 County CB-Oneida Street Appleton Rd. (STH 47) Interchange	USH 10
Calumet	1517-75-81	WISC 2015 139	USH 10 - USH 10 / STH 441 County CB-Oneida Street Vermillion Street	USH 10

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	Attach Proposal Guaranty on back of this PAGE.
Payable to: Wisconsin Department of Transportation	
Bid Submittal Due	Firm Name, Address, City, State, Zip Code
Date: March 10, 2015 Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time	NOT FOR BIDDING PURPOSES
July 21, 2015	NOT FOR BIDDING FOR OCCO
Assigned Disadvantaged Business Enterprise Goal 5 %	This contract is exempt from federal oversight.

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

o not sign, notarize, or submit this Highway Work Proposal when s	ubmitting an electronic bid on the Internet.
ubscribed and sworn to before me this date	
(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)
(Date Commission Expires)	(Bidder Title)
Notary Seal	
For Department U	se Only

Date Guaranty Returned

# PLEASE ATTACH PROPOSAL GUARANTY HERE

#### **Effective with November 2007 Letting**

## PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Effective with August 2007 Letting**

#### **BID PREPARATION**

## Preparing the Proposal Schedule of Items

#### A General

- Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
  - 1. Electronic bid on the internet.
  - 2. Electronic bid on a printout with accompanying diskette or CD ROM.
  - 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at <a href="http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm">http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm</a>. 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 <a href="http://www.bidx.com/">http://www.bidx.com/</a> 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 <a href="http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm">http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm</a> 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<sup>™</sup> software and the Bid Express<sup>™</sup> web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
- 4. Submit the bid before the hour and date the Notice to Contractors designates.
- 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

- Ownload the latest schedule of items from the Wisconsin pages of the Bid Express™ web site reflecting the latest addenda posted on the department's web site at <a href="http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm">http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm</a>. Use Expedite <a href="http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm">http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm</a>. Use Expedite <a href="https://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm">https://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm</a>. Is a supplied of items in the supplie
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite™ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder Name** 

**BN00** 

Proposals: 1, 12, 14, & 22

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

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

#### C Waiver of Electronic Submittal

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

#### PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

#### **PRINCIPAL**

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

Notary Seal Notary Seal

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

## **CERTIFICATE OF ANNUAL BID BOND**

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

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

(Signature of Authorized Contractor Representative)

#### March 2010

#### LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value	
			_
			_

#### **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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	17.3	Lighting Control Cabinet – Roundabout, Item SPV.0060.351; Lighting Cabinet –				
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#### SPECIAL PROVISIONS

#### 1. Administrative.

#### 1.1 General.

Perform the work under this construction contract for:

Project 1517-75-78, USH 10 – USH 10/STH 441, County CB – Oneida Street, Appleton Rd (STH 47) Interchange, USH 10, Winnebago County

Project 1517-75-81, USH 10- USH 10/STH 441, County CB – Oneida Street, Vermillion Street, USH 10, Calumet County

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)

## 1.2 Scope of Work.

#### **Project 1517-75-78**

The work under this contract shall consist of common excavation, concrete pavement, concrete curb and gutter, storm sewer, culverts, storm water detention pond, bridge widening and deck replacement, erosion control, pavement marking, removals and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

#### **Project 1517-75-81**

The work under this contract shall consist of common excavation, concrete pavement, concrete curb and gutter, asphaltic pavement, storm sewer, culverts, erosion control, clearing and grubbing, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

## 1.3 Other Contracts.

The following projects will be under construction concurrently with the work under this contract. Coordinate trucking activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts.

## **USH 10/STH 441 Expansion Project**

Project 1517-07-72, USH 41 Interchange Phase 1, Winnebago County, Wisconsin under a department contract. Work under this contract (LET date of May 13, 2014) is anticipated to be complete in September 2015. The work under this contract consists of common excavation, borrow excavation, construction of Structures B-70-134, B-70-402, C-70-42, C-70-54, R-70-100, R-70-102, R-70-105, R-70-115, R-70-121, S-70-203, S-70-205 and S-70-253, concrete pavement, storm water detention pond, storm sewer and erosion control. The work under this contract is not expected to inhibit any construction on Project 1517-75-78 or 1517-75-81.

Project 1517-07-76, Little Lake Butte Morts Bridge B-70-403, Winnebago County, Wisconsin under a department contract. Work under this contract (LET date of August 11, 2014) is anticipated to be complete in November 2016. The work under this contract consists of common excavation, borrow excavation, construction of Structures B-70-403, C-70-200, S-70-204, S-70-240, S-70-249, S-70-251, S-70-258 and S-70-259, concrete pavement, and erosion control. The work under this contract is not expected to inhibit any construction on Project 1517-75-78 or 1517-75-84.

Project 1517-75-71 Racine Road Interchange Early Fill, Winnebago County, Wisconsin under a department contract. Work under this contract (LET date of March 10, 2015) is anticipated to be complete in August 2015. The work under this contract consists of common excavation, roadway embankment, wick drains, storm sewer and erosion control.

Project 1517-75-75 Racine Road (CTH P) Interchange, Winnebago County, Wisconsin under a department contract. Work under this contract (anticipated LET date of May 12, 2015) consists of common excavation, borrow, wick drains, base aggregate, concrete pavement, HMA pavement, storm sewer, erosion control, signing, pavement marking, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract. (NER41-20100720)

## 1.4 Labor Compliance Reporting – Payroll Requirements.

Submit weekly certified payrolls verifying prevailing wage rates for all work performed under the contract as directed in the civil rights and labor compliance management system manual. Submit weekly certified payrolls within 14 calendar days of the week covered by the weekly certified payroll. (NER41-20100426)

#### 1.5 Facilities.

The department will provide primary field facilities for this project located at W6214 Aerotech Dr, Appleton, WI. (NER41-20120717)

## 1.6 Notice to Contractor – Project Storage and Staging Areas.

*Supplement standard specs 106.4(2) and 107.9 with the following:* 

To accommodate stage construction of the department planned contracts for the WIS 441 Winnebago County program, the department will implement a review and approval process for use of storage and staging areas within the right-of-way and adjacent to the project.

Equipment and materials can be stored within the slope intercepts shown on the plan and within the footprint of the roadway or structures within the project limits. Storage of equipment and materials will not be allowed in areas which are restricted by traffic and other requirements provided in the special provisions.

Make any requests for storage and staging areas located outside of the slope intercepts or outside of the proposed roadway and structure footprints to the engineer. The request should include the anticipated date for occupying the area, the anticipated date for vacating the area, and a proposed restoration plan for the area. Review by the department does not constitute approval.

(NER41-20110317)

## 2. Prosecution and Progress.

# 2.1 CPM Baseline Schedule, Item SPV.0060.001; CPM Schedule Monthly Updates, Item SPV.0060.002.

Replace standard spec 108.4 with the following:

# 108.4 Critical Path Method Progress Schedule 108.4.1 Definitions

The department defines terms as follows:

## **Activity**

A task, event or other project element on a schedule that contributes to completing the project. Activities have a description, start date, finish date, duration and one or more logic ties.

#### **Contract Completion Date**

The current extended date for completion of the contract.

#### **Critical Path**

The longest continuous path of activities through the project that has the least amount of total float. In general, a delay on the critical path will extend the scheduled completion date.

#### **Critical Path Method (CPM)**

A network based planning technique using activity durations and the relationships between activities to mathematically calculate a schedule for the entire project.

#### **Data Date**

The earliest work period after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "as-planned."

## **Department's Preliminary Design Schedule**

The department's schedule for the contract work, developed during design, and provided to the contractor for informational purposes only.

#### Float

The difference between the earliest and latest allowable start or finish times for an activity.

#### Fragnet

A group of logically-related activities, typically inserted into an existing CPM schedule to model a portion of the project, such as the work associated with a change order.

#### Milestone

An event activity that has zero duration and is typically used to represent the beginning or end of a certain stage of the project.

## **Scheduled Completion Date**

The planned project finish date shown on the current accepted schedule.

#### **Total Float**

The amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date. It is the most critical total float if the start float and finish float differ.

#### 108.4.2 Department's Preliminary Design Schedule

The department's Preliminary Design Schedule was developed during the design phase of the Contract. Its purpose was to illustrate work areas per Stage/Phase of construction. Durations and resource availability are department estimates only. Contractor is solely responsible for its use of means and methods and as such is fully responsible for determining durations based on own estimate of production and available resources. The suggested use of the department's Preliminary Design Schedule is ease of identification of work availability during each Stage/Phase and the logical relationship between the Stages/Phases. Any reliance on the department's Preliminary Design Schedule is at the sole risk of the contractor

#### 108.4.3 Contractor's Scheduling Responsibilities

The CPM Schedule shall be a tool capable of forward planning and monitoring the Project. The schedule will further be used as a communication tool between the contractor and the department. It will be used to illustrate the plan, develop what-if scenarios, and analyze impacts. The accuracy and completeness of the CPM Schedule will benefit both the contractor and the department.

The contractor shall submit to the department initial and monthly update schedules, each consistent in all respects with the time and order of work requirements of the contract. The project work shall be executed in the sequence indicated on the current accepted schedule. Schedules shall show the order in which the contractor proposes to carry out the work with logical links between activities, and calculations made using the critical path method to determine the controlling operation or operations. The contractor is responsible for assuring that each schedule shows a coordinated plan for complete performance of the work

Contactor Project management personnel shall actively participate in the schedule development. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate schedule.

The schedules shall be computer produced using the latest version of Primavera Project Planner, by Oracle, Inc., Bala Cynwyd, PA or compatible software. The contractor shall designate a Project Scheduler who will be responsible for scheduling the work and submit for approval a professional resume describing their experience.

#### **108.4.4 Submittals**

#### 108.4.4.1 Initial Work Plan

At least ten business days before the Preconstruction Meeting, as scheduled in standard spec 103.10 as defined in article 4.1 Contract Award and Execution, submit an Initial Work Plan consisting of the following:

- Provide a detailed plan of activities to be performed within the first 90 calendar days of the contract. Provide construction activities with durations not greater than 21 calendar days (15 business days), unless the department accepts requested exceptions.
- Provide activities as necessary to depict administrative work, including submittals, reviews, and procurements that will occur within the first 90 calendar days of the contract. Activities other than construction activities may have durations greater than 21 calendar days (15 business days). Allow 21 calendar days (15 business days) for department review of submittals.
- Provide summary activities for the balance of the project. Summary activities may have durations greater than 21 calendar days (15 business days).
- Submit/email an electronic schedule data file and a PDF plot file of the Initial Work Plan to the department.

- The department will accept the contractor's Initial Work Plan or provide comments within five business days after receipt of the Initial Work Plan. Address comments and resubmit the Initial Work Plan within five business days. The department will use the initial work plan to monitor the progress of the work until the CPM Baseline Schedule is accepted.
- Submit an updated version of the Initial Work Plan on a bi weekly (every other week) basis until the department accepts the CPM Baseline Schedule. With each update, include actual start dates, completion percentages, and remaining durations for activities started but not completed. Include actual finish dates for completed activities.

#### **108.4.4.2 CPM Baseline Schedule (Initial Schedule)**

Within 60 calendar days after the notice to proceed submit a CPM Baseline Schedule and written narrative consisting of the following:

- 1. The CPM Baseline Schedule shall include the following:
  - Provide a detailed plan of activities to be performed during the entire contract duration, including all administrative and construction activities required to complete the work as described in the contract documents. Provide construction activities with durations not greater than 21 calendar days (15 business days), unless the department accepts requested exceptions.
  - Provide activities as necessary to depict administrative work, including submittals, reviews, procurements, inspections, and all else necessary to complete the work as described in the contract documents. Activities other than construction activities may have durations greater than 21 calendar days (15 business days). Allow 21 calendar days (15 business days) for department review of submittals.
  - Provide activities as necessary to depict third party work related to the contract.
  - Make allowance for specified work restrictions, non-working days, time constraints, calendars, and weather.
  - With the exception of the Project Start Milestone and Project Completion Milestone, all activities must have predecessors and successors. The start of an activity shall have a Start-to-Start or Finish-to-Start relationship with preceding activities. The completion of an activity shall have a Finish-to-Start or Finish-to-Finish relationship with succeeding activities. Use of Start-to-Finish relationships, Finish-to-Start relationships with a lag, and negative lags will not be accepted unless the department accepts requested exceptions.
  - Schedule all intermediate Contract required milestones (Incentive/Disincentive target dates are not considered Contract requirements) in the proper sequence and input as either a "Start-no-Earlier-Than" or "Finish-no-Later-Than" date (mandatory dates will not be permitted.). Provide predecessors and successors for each intermediate milestone as necessary to model each Stage of the Work. Unless the department accepts a requested exception, the schedule shall encompass all the time in the contract period between the starting date and the specified completion date.

• Schedules shall have not less than 150 and not more than 400 activities unless otherwise authorized by the department. The number of activities shall be sufficient to assure adequate planning of the project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts. Schedule activities shall include the following:

A clear and legible description Required constraints Codes for responsibility, stage and area

- 2. Provide a written narrative with the CPM Baseline Schedule explaining the planned sequence of work, as-planned critical path, critical activities for achieving intermediate milestone dates, traffic phasing, and planned labor and equipment resources. Use the narrative to further explain:
  - The basis for activity durations in terms of production rates for each major type of work (number of shifts per day and number of hours per shift), and equipment usage and limitations.
  - Use of constraints.
  - Use of calendars
  - Estimated number of adverse weather days on a monthly-basis.
  - Scheduling of permit and environmental constraints, and coordination of the schedule with other contractors, utilities, and public entities.
- 3. Submit/email an electronic schedule data file and a PDF plot file of the CPM Baseline Schedule to the department.

Within ten business days of receiving the CPM Baseline Schedule, the department will provide comments and schedule a meeting for the contractor to present its CPM Baseline Schedule within fifteen business days of receiving the CPM Baseline Schedule.

At the meeting scheduled by the department, provide a presentation of the CPM Baseline Schedule. In the presentation, include a discussion of the staging and sequencing of the work, understanding of traffic phasing, and application of labor and equipment resources to the work. Address comments raised in the department's review.

Within five business days after the meeting, the department will accept the contractor's CPM Baseline Schedule or provide additional comments. Address the department's comments and resubmit a revised CPM Baseline Schedule within ten business days after the department's request. If the department requests justification for activity durations, provide information that may include estimated labor, equipment, unit quantities, and production rates used to determine the activity duration.

The department accepts the CPM Baseline Schedule based solely on whether the schedule is complete as specified in this section. Errors or omissions on schedules shall not relieve the contractor from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by the department, either the contractor or

the department discovers that any aspect of the schedule has an error or omission, it shall be corrected by the contractor on the next update schedule.

The department will not consider requests for contract time extensions as specified in 108.10 or additional compensation for delay specified in standard spec 109.4.7 until the department accepts the CPM Baseline Schedule.

## **108.4.4.3 CPM Schedule Monthly Updates**

Submit CPM Schedule Monthly Updates on a monthly basis after acceptance of the CPM Baseline Schedule. With each CPM Schedule Monthly Update include the following:

- Actual start dates, completion percentages, and remaining durations for activities started but not completed, and actual finish dates for completed activities.
- Additional activities as necessary to depict additions to the contract by changes and logic revisions as necessary to reflect changes in the contractor's plan for prosecuting the work. Changes that result in a change to the current Critical Path will be subject to the provisions in CPM Schedule Revisions.
- A narrative report that shall be organized in the following sequence with all applicable documents included:
  - a. Contractor's transmittal letter.
  - b. Work completed during the period.
  - c. Identification of unusual conditions or restrictions regarding labor, equipment or material; including multiple shifts, 6-day work weeks, specified overtime or work at times other than regular days or hours.
  - d. Description of the current critical path.
  - e. Changes to the critical path and scheduled completion date since the last schedule submittal.
  - f. Description of problem areas including: current and anticipated delays; cause of delay; impact of delay on other activities, milestones and completion dates; corrective action and schedule adjustments to correct the delay.
  - g. Pending items and status thereof, including: Permits, Change orders and Time adjustments
  - h. Work planned for the next 30 calendar days, and
  - i. Changes to the CPM Baseline Schedule including: the addition or deletion of activities; changes to activity descriptions, original durations, relationships, constraints, calendars, or previously recorded actual dates. Justify changes to the CPM Baseline Schedule in the narrative by describing associated changes in the planned methods or manner of performing the work or changes in the work itself.

Submit/email and electronic schedule data file and a PDF plot file of the CPM Schedule Monthly Update to the department.

If additions or changes were made to the CPM Baseline Schedule since the previous update, submit an updated hard copy of the revised logic diagram as described above.

Within five business days of receiving each CPM Schedule Monthly Update, the department will provide comments and schedule a meeting as necessary to address comments raised in the department's review. Address the department's comments and resubmit a revised CPM Schedule Monthly Update within five business days after the department's request.

#### 108.4.4.4 Three-Week Look-Ahead Schedules

Submit Three-Week Look-Ahead Schedules on a weekly basis, at the weekly construction meeting, after notice to proceed (NTP). The schedule can be hand drawn or generated by computer; however, the schedule activities must conform to the latest approved update. With each Three-Week Look-Ahead include:

- Activities underway and as-built dates for the past week.
- Planned work for the upcoming two-week period including lane closures and traffic switches.
- The activities of the Three-Week Look-Ahead schedule shall include the activities underway and critical RFIs and submittals, based on the CPM Progress Schedule. The Three-Week Look-Ahead may also include details on other activities not individually represented in the CPM Progress Schedule. Indicate the controlling items of work.
- On a weekly basis, the department and the contractor shall agree on the asbuilt dates depicted in the Three-Week Look-Ahead schedule or document any disagreements. Use the as-built dates from the Three-Week Look-Ahead schedules for the month when updating the CPM Progress Schedule.

#### **108.4.4.5** Weekly Production Data

Provide estimated and actual weekly production curves for items of work on a weekly basis for applicable items of work as determined by the department as follows:

- 1. Provide data on the following items by area or station:
  - Retaining Walls—SF per week

MSE Walls

Other Wall Types

Bridge Construction

Foundation Pile—each per week

Foundation/Substructure Concrete—CY per week

Structural Steel Girders – Each per week

Prestressed Concrete Girders—Each per week

Deck Formwork—SF per week

- Roadway Excavation—CY per week
- Roadway Embankment—CY per week

Roadway Structural Section

Grading/Subgrade Preparation—SY per week

Base Material Placement—Ton per week

Base Material Subgrade Preparation—SY per week

Asphaltic Base—Ton per week

Asphaltic and HMA Pavements—Ton per week

Concrete Pavement – SY per week

Concrete Pavement – CY per week

Note: Base material shall include all breaker run, base aggregate, subbase items or other base items included in the contract. Provide production information for each individual base material item.

- 2. For each item, indicate the actual daily production for the past week and the anticipated weekly production for the next week. Also include cumulative production curves showing the production information for each item to-date.
- 3. Submit the data in an electronic spreadsheet format at the same time the Three-Week Look-Ahead is submitted. On a weekly basis, the department and the contractor shall agree on the production data or document any disagreements.

## **108.4.5 Progress Review Meetings**

## 108.4.5.1 Weekly Progress Review Meetings

After completing the weekly submittal of the Three-Week Look-Ahead and production data, attend a weekly meeting to review the submittals with the department. At the meeting, address comments as necessary, and document agreement or disagreement with the department.

#### 108.4.5.2 Monthly Update Review Meetings

After submitting the monthly update and receiving the department's comments, attend a job-site meeting, as scheduled by the department, to review the progress of the schedule. At that meeting, address comments as necessary, and document agreement or disagreement with the department. The monthly meeting will be coordinated to take place on the same day and immediately before or after a weekly meeting, whenever possible.

## 108.4.6 CPM Schedule Revisions 108.4.6.1 Revision by the Contractor

If necessary, due to changes in the work or project conditions, and authorized by the department, the contractor may submit a revised CPM Schedule Monthly Update and/or CPM Baseline Schedule. Prepare the revised schedule(s) in the same format as required for the CPM Schedule Monthly Update and/or CPM Baseline Schedule. Include an updated written narrative, detailing all schedule modifications and justification for the changes. The process for comment and acceptance of the CPM schedule(s) revision will be the same as for a CPM Schedule Monthly Update and/or CPM Baseline Schedule. If the revised schedule(s) is accepted, prepare the next monthly update based on the revised CPM

Schedule Monthly Update and/or CPM Baseline Schedule. If the revised schedule(s) is rejected, prepare the next monthly update based on the previous month's update.

## 108.4.6.2 Department's Right to Request Revisions

The department will monitor the progress of the work and may request revisions to the CPM Schedule Monthly Update and/or the CPM Baseline Schedule. Revise the schedule(s) as requested by the department, and submit a CPM Schedule Monthly Update and/or CPM Baseline Schedule revision within ten business days of the request. The process for comment and acceptance of the revised schedule(s) will be the same as for the CPM Schedule Monthly Updates and/or the CPM Baseline Schedule. The department may request schedule revisions for one or more of the following reasons:

- The project scheduled completion date(s) and/or interim completion date(s) are scheduled to occur more than 14 calendar days after the contract completion date.
- The department determines that the current schedule(s) is not an accurate record of the as-built work and/or is not an accurate forecast of the remaining work
- A contract change order requires the addition, deletion, or revision of activities
  that causes a change in the contractor's work sequence or the method and
  manner of performing the work.
- · Changes to the current update result in changes to the critical path.

## **108.4.7 Requests for Time Extension**

In the event the contractor believes it is entitled to an extension of the contract completion date, or any interim milestone date, furnish the following for a determination by the department: justification, project schedule data, and supporting evidence as the department may deem necessary. Submission of proof of excusable delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is a condition precedent to any approvals by the department.

#### **Justification of Delay**

The project schedule shall clearly display that the contractor has used, in full, all the float time available for the work involved with this request. The department's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the contractor's own actions, which result in a calculated schedule delay, will not be a cause for an extension to contract completion date, or any interim milestone date.

## **Submission Requirements**

Submit a justification for each request for a change in the contract completion date of less than 2 weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request shall be in accordance to-the requirements of other appropriate Schedule Provisions and shall include, as a minimum:

- A list of affected activities, with their associated project schedule activity number.
- A brief explanation of the causes of the change.
- An analysis of the overall impact of the changes proposed.
- A sub-network of the affected area.

Identify activities impacted in each justification for change by a unique activity code.

#### **Additional Submission Requirements**

The department may request an interim update with revised activities for any requested time extension of over 2 weeks. Provide this data within 5 days of the department's request.

## **Not Considered Delays**

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

- Delays in material deliveries.
- Labor disputes that are not industry wide.

The department will grant time extensions to the interim completion dates specified above for severe weather as provided for in the Article for Incentive/Disincentive for Interim Completion of Work.

## 108.4.8 Payment for CPM Baseline Schedule and CPM Schedule Monthly Updates

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.001	CPM Baseline Schedule	Each
SPV.0060.002	CPM Schedule Monthly Updates	Each

The department will only make progress payments for the value of materials, as specified in standard spec 109.6.3.2.1, until the contractor has submitted the CPM Baseline Schedule. The department will retain ten percent of each estimate until the department accepts the CPM Baseline Schedule. Payment is full compensation for all work required under these bid items, including the three week look ahead. The department will pay the contract unit price for the CPM Baseline Schedule after the department accepts the schedule.

Thereafter, the department will pay the contract unit price for each CPM Schedule Monthly Updates that is accepted by the department. The department may, at its sole discretion, choose to suspend the requirement for one or more monthly updates. Should the requirement be suspended, the department shall give the contractor a minimum 5 work-day notice prior to the next scheduled update.

(NER41-20120313)

## 2.2 Prosecution and Progress.

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

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

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

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment. An expedited schedule is anticipated for the placement of fill in settlement areas as shown in the plan.

Indicate on the proposed schedule of operations that a large force and adequate equipment will be needed to assure that the work will be completed within the established contract time.

Winter weather work, excavation of frozen ground, high ground water, dewatering during winter months, and mitigation efforts for high water table elevations shall not be considered adverse weather delays to construction. Cost for dewatering is considered incidental to construction.

Anticipate cold weather and early spring concrete paving and ancillary concrete work (curb, median barrier, etc). Plan to heat aggregates and water for mixes, and that the heating of the aggregate and water is considered incidental to those concrete items. There will be no adverse weather delay for cold weather construction.

When engaged in 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 suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

Excess fill material and cleared and grubbed material shall be stockpiled on upland areas an adequate distance away from wetlands, storm sewer inlets, floodplains, and the waterways. Provide erosion control devices for stockpiled soil to avoid erosion and nuisance dust emissions.

The contractor is advised that there may be multiple mobilizations for such items as erosion control, traffic control, detours, signing items, temporary pavement markings and other incidental items related to the staging. The department will make no additional payment for said mobilizations.

Place final pavement markings on final roadway pavement surface course. In instances where work zone pavement markings are required for maintaining traffic, they shall be placed on intermediate surface courses, as noted on the plans or otherwise approved by the engineer.

There will be only non-peak lane closures allowed under this contract.

Comply with all local ordinances which apply to construction operations or as described in these special provisions. The contractor may not begin work prior to 7:00 AM and finish all construction activities prior to 10:00 PM, on the Appleton Road Interchange. The USH 10 / STH 441 mainline work will be performed during nighttime work. Earthwork, paving operations, and hauling of materials in and out of the worksite is permitted.

Furnish the variance to the municipality ordinances or any other required permits to the engineer by the contractor, in writing before performing such work.

Notify the local municipalities 10 calendar days in advance of when their crews needs to be on-site for adjust/reconstruction of water valve and sanitary manholes.

Do not begin or continue any work that closes the USH 10 / STH 441 freeway, unless otherwise noted in the contract. Work may be performed, provided such work operations do not include ingress and egress of vehicles and equipment which would obstruct the flow of traffic on the freeway, during the two lane requirement hours as per the traffic article.

An assumed duration of specific traffic control set up and related construction activities have been included for information only. The contractor can elect to complete individual construction stages and traffic phases any time during the project contract, provided the prerequisites have been met and interim and final completion dates are met.

#### **Formliners**

Develop all unique non-standard formliner patterns that are required under this contract. All such costs associated with developing unique non-standard formliner patterns are considered incidental to the appropriate bid item.

#### **Traffic/Construction Overview**

Follow the construction operations as outlined in the staging overview sheets and other plan details. Items listed below are not limited to, but only highlight construction activities, that are subject to completion dates, liquidated damages, or penalties.

## **Project 1517-75-78**

Appleton Road and the interchange ramp work shall be completed prior to 12:01 AM July 3, 2015. Close Appleton Road between Midway Road and Valley Road and the ramps in accordance to the contract plans and special provisions. If the contractor elects to start work prior to April 20, 2015, all work shall be completed within 75 consecutive calendar days from the start date. Work complete is defined as the reopening of Appleton Road and

its ramps with all permanent installation and operations of pavement marking, signing, street lighting, roundabout lighting, ITS, traffic signals and landscaping.

If the contractor elects, USH 10 / STH 441 mainline and bridge work may begin prior to April 20, 2015 with the following restrictions:

- Appleton Road lane closures shall only be allowed between 8:00 PM and 6:00 AM.
- USH 10/STH 441 lane closures shall only be allowed per section 7.1 of this contract. Two lanes shall remain open on USH 10 / STH 441 during peak hours as defined under section 7.1.

Appleton Road detour route (southbound direction described as follows) is Appleton Road south to Valley Road, west to Racine Road, south to Midway Road, east to Appleton Road. Detour plan details are included in the contract

#### **Appleton Road Staging**

#### Stage A

- Close Appleton Road to traffic between Midway Road and Valley Road. The Midway Road/Appleton Road and Valley Road / Appleton Road intersections shall remain open at all times.
- Maintain two-lane, two-way traffic across Appleton Road to the Goodwill driveway/Tuckaway Lane for the duration of the project, except for allowable closures specified in following stages. Remove existing median and curb and gutter prior to Appleton Road closures to allow two-way traffic across Appleton Road.
- Maintain two-lane, two-way traffic across Appleton Road to the Shopko driveway/Drum Corps Drive for the duration of the project, except for allowable closures specified in following stages.
- Close the outside northbound lane at the northeast quadrant of the Appleton Road/Valley Road intersection. Perform storm sewer improvements, grading, construction of bus station pad, and permanent sidewalk placement to the bus station. Connect the existing sidewalk and the bus station pad to the new sidewalk to accommodate pedestrian access for the remainder of the project.

#### Stage B

#### **Removals and Storm Sewer**

- Appleton Road at the Goodwill driveway/Tuckaway Lane intersection may be closed for one weekend during the project. Closure may begin at 6:00 PM on Friday and reopened to traffic prior to 7:00 AM on Monday for removals and the installation of storm sewer.
- Appleton Road at the Shopko driveway/Drum Corps Drive intersection may be closed for one weekend during the project. Closure may begin at 6:00 PM on Friday and reopened to traffic prior to 7:00 AM on Monday for removals and the installation of storm sewer.

- The Goodwill driveway/Tuckaway Lane and Shopko driveway/Drum Corps
  Drive removals and storm sewer installation may each be performed during
  different weekends.
- Maintain access via paved surface for the Goodwill driveway/Tuckaway Lane and Shopko driveway/Drum Corps Drive intersection at all times outside of removals/storm sewer installation and concrete paving sub-stages.

## **Concrete Paving**

- Appleton Road at the Goodwill driveway/Tuckaway Lane intersection may be closed for five consecutive calendar days to prepare and pave. Pave with High Early Strength concrete pavement. Close the intersection beginning at 6:00 PM of day one and reopened prior to 7:00 AM on the fifth consecutive calendar day.
- Appleton Road at the Shopko driveway/Drum Corps Drive intersection may be closed for five consecutive calendar days to prepare and pave. Pave with High Early Strength concrete pavement. Close the intersection beginning at 6:00 PM of day one and reopened prior to 7:00 AM on the fifth consecutive calendar day.

## Stage C

- The Midway Road / Appleton Road intersection shall remain open to traffic during construction of the turn lane. Exclusive northbound right- turn lane will be added at the intersection with Midway Road. Maintain right-turn and left-turn access for northbound Appleton Road traffic approaching Midway Road. One northbound through-lane may be closed to construct right-turn lane.
- The Valley Road / Appleton Road intersection shall remain open to traffic during the construction of the bus shelter. Maintain access along Appleton Road north of Valley Road at all times. The outside northbound Appleton Road, lane may be closed to construct the bus stop.

## Stage C1

 Construct median curb and gutter and median concrete sidewalk at the Tuckaway Lane/Appleton Road intersection three days prior to the Appleton Road opening. Construct median curb and gutter and median concrete sidewalk with High Early Strength concrete pavement.

## Stage D

- Reopen Appleton Road between Midway Road and Valley Road to through traffic.
- Single lane closures will be allowed along the Appleton Road southbound inside travel lane to construct median curb and gutter and median concrete sidewalk at the Tuckaway Lane/Appleton Road intersection.
- The taper on the southwest quadrant of the Midway Road / Appleton Road intersection will be completed in Stage D. Close outside eastbound Midway Road lane and outside southbound Appleton Road lane. Maintain eastbound Midway Road to southbound Appleton Road right-turn movement. Temporarily close sidewalk at the southwest quadrant of this intersection to

facilitate construction. The sidewalk on the east side of Appleton Road will remain open.

## **Appleton Road with Midway Road**

Utilize existing Appleton Road with Midway Road signals at start of Appleton Road reconstruction as shown in the temporary signal plans.

When reconstruction necessitates the need to remove the existing traffic signals that are being used as temporary signals, permanent signal equipment will need to be installed as shown in the plans and will need to be operational prior to removal of the existing equipment.

At the start of traffic control Stage D, permanent signals shall be in permanent configuration and operations.

## **Appleton Road with Valley Road**

Utilize existing Appleton Road with Valley Road signals at start of Appleton Road reconstruction as shown in the temporary signal plans. Modify two existing signal heads at start of reconstruction as shown in the temporary signal plans. Modify the existing signal phasing as shown in the temporary signal plans.

When reconstruction necessitates the need to remove the existing traffic signals that are being used as temporary signals, permanent signal equipment will need to be installed as shown in the plans and will need to be operational prior to removal of the existing equipment.

At the start of traffic control Stage D, permanent signals shall be in permanent configuration and operations.

#### **Appleton Road Ramps**

Close the Appleton Road ramps along with Appleton Road.

Replacement of permanent and temporary pavement on the USH 10 / STH 441 ramps with Appleton Road will occur as part of this project. The temporary asphaltic ramp connections and associated grading/base course operation adjacent to the mainline shall be performed during nighttime single lane closures per section 7.1 of this contract. Two lanes shall remain open on USH 10 / STH 441 during peak hours.

Backfill, place, and compact excavated area adjacent to ramp gores with breaker run and base course prior to reestablishing mainline USH 10 / STH 441 to two lanes of traffic.

Reopen the Appleton Road ramps with the reopening of Appleton Road.

#### US 10 / STH 441 Mainline

### Stage 1

- Widen northbound and southbound outside shoulder for temporary lane shifts.
- The contractor will be allowed single lane closures during off-peak hours to complete temporary widening per section 7.1 of this contract.
- Provide at least 7 days notice to the engineer prior to reducing travel lanes on USH 10 / STH 441 mainline. Two lanes will remain open on USH 10 / STH 441 during peak hours.

# Stage 2A

- Shift northbound and southbound traffic to temporary outside shoulder.
- Remove deck along inside half (median side) of existing bridge.
- Construct new piers.
- Place new concrete girders, this work will be night erection per section 7.1 of this contract for allowable night closure hours. Close USH 10 / STH 441 for maximum two nights to complete this work. Night closures may be performed on non-consecutive nights. Provide at least 14 days' notice to the engineer prior to closing travel lanes on USH 10/STH 441 mainline.
- · Construct parapet and deck new portion on inside half of existing bridge.

## Stage 2B

- Widen and pave the northbound and southbound inside (median-side) shoulders for temporary lane shifts.
- The contractor will be allowed single lane closures during off-peak hours to complete temporary widening per section 7.1 of this contract.
- Provide at least 7 days notice to the engineer prior to reducing travel lanes on USH 10 / STH 441 mainline.

#### Stage 3

- Shift northbound and southbound traffic to the newly constructed USH10 / STH 441 inside (median-side) lanes.
- Remove remaining portions of the existing bridge deck and parapets.
- Re-deck the remainder of the bridge and replace the parapets.

## Stage 4

 Restore traffic onto existing two concrete travel lanes. The temporary asphaltic median-side travel lanes will be barricaded with temporary concrete barrier and will be used for future contract staging.

Remove the entire existing bridge decks prior to new concrete placement on Appleton Road.

Complete all of the work in USH 10 / STH 441 Mainline Stages 1-4 prior to 12:01 AM July 21, 2015.

#### **Pedestrian Accommodations**

- Pedestrians shall be accommodated on paved surface along one side of Appleton Road at all times.
- Contractor shall install and maintain safety fencing around the sidewalk for pedestrian accommodations throughout the duration of the project.
- Contractor shall provide protection for the pedestrian accommodations below the US10/WIS441 Mainline Bridge. Protect pedestrians from overhead debris either by covered protection or contractor personnel flagging pedestrians during bridge work.

# **Roundabout Lighting**

• All lighting for Roundabouts shall be installed, tested and working prior to opening the roundabouts.

# **Project 1517-75-81**

Vermillion Street work may not begin until June 1, 2015.

- Midway Road will be open throughout the duration of the project, single westbound lane closure shall have two closures for a total of 5 calendar days to construct and pave the Vermillion Street intersection.
- Provide at least 7 days notice to the engineer prior to reducing travel lanes on Midway Road.
- Once the curb and gutter on Midway Road has been removed, the disturbed/removal area shall be ramped up at a minimum 3 to 1 slope.
- Contractor shall contact City of Appleton, Traffic Engineer, Michael Hardy at (920) 832-5580, two weeks prior to concrete curb and gutter completion to schedule new street lighting. City of Appleton and WE Energies will install new wiring for street lighting and will need three days to complete the work after concrete curb and gutter installed, but prior to sidewalk and restoration.

Complete all of the work for Project 1517-75-81 prior to 12:01 AM June 30, 2015.

# **Interim Final Completion**

## **Project ID 1517-75-78- Appleton Road and Interchange Ramps**

Complete all of the work in Stages A, B, C, and D including the Appleton Road ramps and providing pedestrian accommodations, prior to 12:01 AM July 3, 2015 or within 75 consecutive calendar days if work begins prior to April 20, 2015.

If the contractor fails to complete all the work as shown in the plans, within 75 consecutive calendar days of starting the work (if work begins prior to April 20, 2015), the department will assess \$10,000 in interim liquidated damages for each calendar day that the work remains incomplete beyond 75 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the work remains incomplete.

If the contractor fails to complete all the work as shown in the plans, prior to 12:01 AM July 3, 2015, the department will assess \$25,000 in interim liquidated damages for each calendar day that the work remains incomplete beyond 12:01 AM July 3, 2015. An entire calendar day will be charged for any period of time within a calendar day that the work remains incomplete.

If contract time expires before completing all work specified in the contract, additional liquidated damages in accordance to 108.11 of the standard specifications will be affixed.

### Project ID 1517-75-81- Vermillion Street

Complete all work as shown in the plans and as specified herein, prior to 12:01 AM June 30, 2015.

If the contractor fails to complete the all work as shown in the plans, prior to 12:01 AM June 30, 2015 the department will assess \$1,810 for each calendar day that the work remains incomplete beyond 12:01 AM June 30, 2015. An entire calendar day will be charged for any period of time within a calendar day that the work remains incomplete 12:01 AM.

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

# Failure to Open Road Damages (FORD)

Supplement standard spec 108.11 as follows:

If the contractor fails to open USH 10/STH 441 to their respective existing number of lanes of traffic in each direction and remove all traffic control devices associated with the lane closure during times that single lane closures are not allowed including periods shown in the Article for Traffic, the department will assess an initial deduction of \$2,500 in damages and an additional \$2,500 per 15-minute interval or portion thereof in interim liquidated damages from money due under this contract for each 15-minute interval that lane closure(s) remain during non-approved hours. The department will administer interim damages for the road not being open to traffic under the Failing to Open Road to Traffic administrative item.

# 3. Meetings.

# 3.1 Non-Mandatory Pre-Bid Meeting.

Supplement standard spec 102.3.1 with the following:

Prospective bidders are invited to attend a pre-bid meeting on February 19, 2015 at 1:00 PM at WisDOT Project Field Office, W6214 Aerotech Dr, Appleton, WI 54914.

The meeting is not mandatory. No meeting minutes will be prepared. (NER41-20110414)

# 3.2 Project Communication Enhancement Effort.

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

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

http://roadwaystandards.dot.wi.gov/standards/admin/pcee-user-manual.doc (NER41-20100201)

# 3.3 Traffic Meetings and Traffic Control Scheduling.

Every Wednesday by 10:00 AM, submit a detailed proposed 2-week look-ahead traffic closure schedule to the engineer. Type the detailed proposed 2-week look-ahead closure schedule into an excel spreadsheet provided by the engineer. Enter information such as closure dates, duration, work causing the closure and detours to be used. Also enter information such as ongoing long-term closures, emergency contacts and general 2-month look-ahead closure information into the excel spreadsheet.

As scheduled by the engineer, attend a traffic meeting. The meeting will bring local agencies, project stakeholders, owner managers, owner engineers, contractors, document control and construction engineering personnel together to discuss traffic staging, closures and general impacts. Upon obtaining feedback from the meeting attendees, edit, delete and add information to the detailed 2-week look-ahead closure schedule, as needed. Submit the revised 2-week look-ahead to the engineer.

Obtain approval from the engineer for any mid-week changes to the closure schedule. Revise the 2-week look-ahead as required and obtain engineer approval. SEF Rev. 090616 (NER41-20100201)

#### 3.4 Coordination with Businesses.

The contractor shall arrange and conduct meetings between the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. The first meeting shall be held prior to the start of work under this contract and as needed or directed by the engineer. (NER41-20111018)

# 4. Alternative Dispute Resolution (Vacant)

# 5. Insurance (Vacant)

### 6. Environmental.

#### **6.1** Environmental Protection.

Supplement standard spec 107.18 follows:

#### Wetlands

Do not disturb nor store materials or topsoil within the nearby wetlands as shown on the erosion control sheets unless areas are designated to be filled or impacted as permitted in the project's U.S. Army Corps of Engineers Section 404 Permit. The work area shall be separated from the wetlands by silt fence, as shown on the plans, to avoid siltation and inadvertent fill into the wetland areas.

# **Phragmites**

Phragmites, an invasive species plant, is known to exist within the project limits and in areas that ground disturbance or excavation work is shown in the plans. All soils containing plant or root fragments will be excavated as part of the work within the contract. Excavation and waste of Phragmites infested soil will be paid for under the Common Excavation item. For all equipment that comes into contact with Phragmites infested areas, follow the guidelines established under the Environmental Protection, Aquatic Exotic Species Control section of this special provision for inspection and cleaning of equipment prior to leaving the project site. Additional information on this plant can be found at the following website: www.dnr.wi.gov/invasives/plants.asp.

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

The department obtained the 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 Scott Ebel at (920) 492-2240.

# **6.3** Notice to Contractor – Archaeological Survey Coordination.

The department will conduct archaeological surveys for borrow sites, batch plants, waste sites, and staging areas to be used for the project. If significant discoveries of non-burial related archaeological features are discovered, standard spec 106 procedures pursuant to 36 CFR 800 will be followed or another area will be obtained for borrow, batch plants, waste sites, and staging areas.

Notify the department as soon as possible but at least 7 days in advance of soil disturbance at selected sites to allow time for archaeological surveys to be completed in advance of your work.

The department will have on-site tribal and archaeological project monitoring. During ground excavating activities, the contractor shall allow the monitors an opportunity to assess the area for culturally significant and/or important archaeological features. If significant/important features are discovered, standard spec 106 procedures pursuant to 36 CFR 800.13 (post review discoveries) will be followed.

The department will conduct an archaeological inspection of areas where the material is placed. The contractor will allow the archaeologist five calendar days to inspect the soil after placement before additional material can be placed in the same location. If significant/important features are discovered, standard spec 106 procedures pursuant to 36 CFR 800.13 (post review discoveries) will be followed.

The department will not grant time extensions to the interim or final completion dates for archaeological surveys and inspections. The department is not subject to any claims for delay due to this archeological coordination of on-site monitoring or lake sediment soils unless the delay is greater than 8 hours per discovery of significant potential archeological features. The department is not subject to any claims for delay due to archeological coordination at any borrow, batch plant, waste site or staging areas. (NER41-20111018)

# 6.4 Notice to Contractor – Contamination Beyond Construction Limits.

The department reviewed previous hazardous materials investigations at the following locations indicated that petroleum-contaminated soil is present at the following site(s):

- Station 102+50ASB to 104+25ASB and Station 14+75AP to 16+30AP at southwest corner of Midway and Appleton Road (Marathon gas station).
- Station 103+00ANB to 104+25ANB and Station 17+20AP to 18+50AP at northeast corner of Midway and Appleton Road (Citgo).
- Station 127+00ANB to 129+50ANB The parcel detex was cleaned up in 2005.

The contaminated soils at the above sites are expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting: Kathie VanPrice, 944 Vanderperren Way, Green Bay, WI 54304, (920) 492-7175. 107-100 (20050901)

# 6.5 Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site. 107-055 (20130615)

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

John Roelke, License Number AII-119523, inspected Structure B-70-113 and B-70-114 for asbestos on September 11, 2013. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Kathie VanPrice (920) 492-7175..

In accordance with NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Scott Ebel, (920) 492-2240 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI. 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-70-113 and B-70-114, US 10/STH 441 over STH 47
- Site Address: B-70-113: Lat. 441401.52; Long. 882527.57; B-70-114: Lat. 441402.82; Long. 882525.28
- Ownership Information: WisDOT Transportation NE Region, 944 Vanderperren Way, Green Bay, WI, 54304
- · Contact: Kurt Peters
- Phone: (920) 492-2213
- Age: 25 years old. This structure was constructed in 1990.
- Area: B-70-113 and B-70-114: 7082 SF of deck

Insert the following paragraph in Section 6.g.:

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

107-125 (20120615)

#### 7. Traffic and Restrictions to Work.

## 7.1 Traffic.

### **Definitions**

The following definitions apply to this contract:

# Full Closure of a Freeway Roadway

Full closure is complete closure of a directional roadway on a freeway route for any duration longer than 15 minutes. A full closure and detour will be allowed only as provided in the traffic control plans.

# **Long Term or Full Time Lane and Ramp Closures**

A lane or ramp closed to traffic 24 hours per day for one or more consecutive days.

#### Non-Peak Hours

Refer to the allowable single lane closures heading in Article 7.1 for hours when the number of lanes can be reduced as listed for each day of the week.

# **Clear Zone Working Restrictions**

Do not store materials or equipment within the clear zone of traffic lanes which are not protected by temporary precast barrier. Remove materials from the clear zone prior to opening lane closures. Do not leave any slopes steeper than 3:1 or any drop offs at the edge of the traveled way greater than 2 inches within the clear zone which are not protected by temporary precast barrier prior to opening lane closures.

Do not perform heavy equipment work in the median at any time unless protected by concrete barrier in both directions except as allowed during night work with lane closures.

Do not perform heavy equipment work within 18 feet of the edge of the traveled way unless protected by concrete barrier or a lane closure during the allowed closure periods.

Park equipment's a minimum of 30-feet from the edge of the traveled way. Equipment's may be parked in the median if it meets the minimum distance requirement from both traveled ways or if it is protected by concrete barrier.

If the contractor is unsure whether an individual work operation will meet the safety requirements for working within the clear zone, review the proposed work operation with the engineer before proceeding with the work. (NER41-20110217)

#### Freeway Service Team (FST)

As part of a traffic mitigation program called Freeway Service Team (FST), the department has contracted with a private towing vendor to patrol parts of US 41 and STH 441 during peak hours, holidays and special events. To improve safety and minimize delay, contact 911 immediately for breakdowns or incidents in or near the construction work zone. FST will be dispatched directly to the scene to aid the vehicles that need to be removed.

(NER41-20110317 – Revised WIS 441)

# **Expressway / Freeway Traffic Control Meeting**

Conduct a traffic control meeting prior to:

- 1. Initial traffic control set up.
- 2. Intermediate traffic switches.
- 3. Reopening of the highway to traffic.

Notify Susan Paulus at (414) 460-3409 7-business days prior to setting up the meeting. (NER41-20100827)

## **Wisconsin Lane Closure System Advanced Notification**

Provide the following minimum advance notification to the engineer for incorporation into the Wisconsin Lane Closure System.

Lane closures (without width, height or weight restriction)	3 business days
Service Ramp closures	3 business days
Extended closure hours	3 business days
System Ramp closures	7 calendar days
Local Street openings/closings	7 calendar days
Lane closures (with width, height or weight restriction)	14 calendar days
Project Start	14 calendar days
Full Freeway closures	14 calendar days
Construction stage changes	14 calendar days
Detours	14 calendar days

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

(NER41-20100426)

# Portable Changeable Message Signs – Message Prior Approval

After coordinating with department construction field staff, Susan Paulus at (414) 460-3409 3 business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. (NER41-20100827))

#### **Portable Intelligent Transportation System**

The department will be supplying and operating an intelligent transportation system during the construction of this project. The ITS system will consist of a portable video surveillance system and portable changeable message signs. These portable units will be parked inside and outside the construction limits to help assist law enforcement and the department with monitoring traffic conditions during the construction activities.

The department will coordinate the placement of these devices with the contractor. The contractor will be required to accommodate the placement of these devices within the project. The general accommodations include an area to park the devices out of the clear zone but still visible to traffic and access to and from the devices. Contact the Northeast

Region Traffic Section at (920) 492-7719 for specific details regarding the intelligent transportation system. (NER41-20100426)

## **Portable Speed Trailers**

The State Patrol will be supplying and operating portable speed trailers during the construction of this project. These portable units will be parked inside and outside the construction limits to help assist with law enforcement during the construction activities.

The State Patrol and department will coordinate the placement of these devices with the contractor. The contractor will be required to accommodate the placement of these devices within the project. The general accommodations include an area to park the devices but still visible to traffic and access to and from the devices. Accommodation of these devices and necessary coordination with the State Patrol and department is incidental to other items of work under this contract and no additional compensation will be made to accommodate these devices with the project area. Coordinate with Randy Asman, (920) 492-7719, for specific details regarding the portable speed trailers. (NER41-20110718)

# **Temporary Regulatory Speed Limit Reduction**

A reduction of the posted regulatory speed limit from 65 mph to 55 mph is required when any of the following conditions are created within the project limits: 1. Lane(s) closed <u>and</u> workers are present and active in close proximity to an open lane. 2. Lane(s) narrowed to less than 12 feet and adjacent shoulder width is reduced. 3. Traffic is shifted partly or completely onto a shoulder and/or temporary pavement and shoulder width is reduced. At all other times the posted regulatory speed limit shall be 65 mph.

During periods when traffic conditions do not require a Temporary Regulatory Speed Reduction, speed limit signs shall be changed to the permanent posted speed limit. This may require posted speed and sign changes twice a day or more. Changing temporary and existing/permanent signs between 65 mph and 55 mph shall be considered incidental to the item Traffic Control.

During approved temporary regulatory speed limit reductions, install regulatory speed limit signs on the inside and outside shoulders of the roadway at the beginning of the reduced regulatory speed zone, after all locations where traffic may enter the highway segment of every ½ mile within the reduced regulatory speed zone. Signs shall be installed at the end of the temporary regulatory speed zone to designate the end of the temporary regulatory speed zone and inform drivers the posted regulatory speed limit reverts back to 65 mph. To minimize possible confusion to the traveling public and to ensure appropriate speed enforcement, enhanced attention to placement and changing of speed limit signs is required.

Coordinate with department construction field staff to notify the Northeast Region Traffic Section with field location(s) of temporary regulatory speed zone. Primary contact phone number: (920) 492-5652 (secondary contact number is (920) 492-5641). Contact the

Northeast Region Traffic Section at least 14-calendar days prior to installation of the temporary regulatory speed zone. After notification, Northeast Region Traffic will create a "Temporary Speed Zone Declaration" to meet statutory requirements, allowing enforcement of this temporary regulatory speed limit.

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

### **Protection of Bridge Pier Columns**

Bridge pier columns are to remain protected at all times throughout construction. Removal of existing guardrail shall be done concurrently with the placement of the temporary concrete barrier so that the bridge pier columns remain protected at all times. Placement of new beamguard shall be completed to a point to provide protection for the pier columns before the temporary concrete barrier is removed. Remaining beamguard shall be placed within 24 hours of the temporary concrete barrier being removed.

# **Roadside Hazard Protection During Construction**

Conduct existing beam guard removal in several phases to allow timely installation of temporary barriers. Bridge pier columns and parapets are to remain protected at all times throughout construction. Removal of existing guardrail shall be done concurrently with the placement of the temporary concrete barrier or temporary barrier left in place so that the bridge pier columns/parapets remain protected at all times. Placement of new beamguard shall be completed to a point to provide protection for the pier columns/parapet before the temporary concrete barrier is removed. Railing connecting to structure parapet should be in place prior to opening the lanes for traffic. Remaining beamguard shall be placed within 24 hours of the temporary concrete barrier being removed. (NER41-20100827)

#### USH 10/STH 441 Traffic

Submit any traffic control change request to the engineer at least 72 hours prior to an actual traffic control change. A request does not constitute approval.

#### Allowable Single Lane Closures

Single lane closures on US10/STH 441 are permitted as follows:

· US10/STH 441 Traffic CTH P- CTH KK

#### NORTHBOUND (EASTBOUND):

- 8:00 PM Sunday, Monday, Tuesday, Wednesday and Thursday to 8:00 AM the following day
- 8:00 PM Friday to 9:00 AM Saturday
- 6:00 PM Saturday to 10:00 AM Sunday

#### SOUTHBOUND (WESTBOUND):

- 7:00 PM Sunday, Monday, Tuesday, Wednesday and Thursday to 7:00 AM the following day
- 8:00 PM Friday to 9:00 AM Saturday
- 6:00 PM Saturday to 10:00 AM Sunday

#### **Allowable Full Closures- Concrete Girder Placement**

Roadway closures on US 10/STH 441 are permitted as follows:

## NORTHBOUND (EASTBOUND):

- 11:00 PM Monday, Tuesday, Wednesday and Thursday 6:00 AM the following day
- 11:00 PM Friday 7:00 AM Saturday
- 11:00 PM Saturday 8:00 AM Sunday
- 9:00 PM Sunday 6:00 AM Monday

# SOUTHBOUND (WESTBOUND):

- 11:00 PM Monday, Tuesday, Wednesday and Thursday 6:00 AM the following day
- 11:00 PM Friday 7:00 AM Saturday
- 11:00 PM Saturday 8:00 AM Sunday
- 9:00 PM Sunday 6:00 AM Monday

A maximum two nights of closures along USH 10/STH 441 will be allowed for girder placement. Closures may be performed at non-consecutive nights. Refer to contract for detour plan.

#### **Construction Access**

Restrict work on USH 10/STH 441 and within closed shoulders or closed lanes as allowed by the plans or engineer. Utilize temporary deceleration and acceleration lanes to/from the work zones. All construction access is subject to approval of the engineer.

During the period when lane closures are allowed on USH 10/STH 441, access into the work zones can be made from the closed lane, subject to the approval of the engineer. Construction traffic from the work zone entering USH 10/STH 441 must run out of the closed lane. Once construction traffic is within a lane closure, all construction traffic re-entering and exiting USH 10/STH 441 must come to within 10 mph of posted speed before re-entering or exiting the live traffic lane.

During the period when lane closures are not allowed on USH 10/STH, access into the work zones must be made with a deceleration lane. The length of the deceleration lane is subject to review and approval by the engineer to ensure work zone traffic is exiting safely from USH 10/STH 441. Construction traffic from the work zone entering live traffic must use an acceleration lane with a minimum length a described in the construction detail. The acceleration lane entrance cannot be placed within 1000-feet of an interchange ramp.

Construction traffic cannot travel counter-directional adjacent to USH 10/STH 441, traffic except behind temporary concrete barrier.

#### General Access

U-Turns at existing maintenance crossovers or temporary crossovers between USH 10/STH 441 northbound and southbound will be allowed when lane closures are in place for inside northbound and southbound passing lanes.

Close one lane along entire project during hours when lane closures are required or provide 2-mile minimum spacing between lane closures.

Delivery of equipment to USH 10/STH 441 requiring the use of a semi tractor and trailer shall only occur during those hours identified as non-peak work periods.

# **Freeway Work Restrictions**

Complete Freeway Closures: USH10/STH 441 may be closed for girder setting during off peak and night time hours. The contractor may close USH 10/STH 441 two days for girder setting, the closures does not have to occur on conservative days.

Complete closures of the freeway will not be permitted, except as shown in the plans and described above.

Local Street Closures: Complete closures of local streets will not be permitted, except as shown in the plans and described herein.

#### **Local Street Work Restrictions**

Comply with all local ordinances that apply to local street work operations, including those pertaining to working during night time hours. Furnish any ordinance variance issued by the municipality or required permits to the engineer in writing 3 days prior to performing such work. The department has already received an ordinance variance from the City of Appleton to perform night work on USH10/STH 441 which includes earthwork, paving operations, and hauling of materials in and out of the worksite.

Existing trees, street light poles, hydrants and other utility poles are to remain in place during construction unless otherwise noted in the plan. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between the trees, hydrants and poles and the paving equipment.

Keep sidewalks open unless otherwise shown on the plans, or to facilitate the removal of structures and erection of girders or as approved by the engineer. Maintain pedestrian access to adjacent properties, businesses, schools, and at bus stops or provide where necessary, as directed by the engineer. Protect pedestrians from falling debris at all times when sidewalks are open.

Provide adequate temporary sidewalk and bridging between the curb and right-of-way line over freshly paved concrete or other obstructions in the sidewalk area, as directed by the engineer.

Construct temporary sidewalk surfaces with a minimum of 2 inches of asphaltic surface temporary or salvaged millings and a minimum of 4-feet wide. Compact the surface of temporary sidewalks until smooth and capable of supporting a wheelchair. The separate payment for the construction of temporary sidewalks including materials, labor, removal and restoration, will not be made by the department but will be considered included in other bid items of work unless otherwise shown on the plans.

Inform property owners and tenants at least 48 hours prior to removing a driveway approach that serves that property. Schedule sidewalk and driveway approach removal and replacement so that the time lapse between removal and replacement is minimal.

Do not close residential approaches or remove from service without sufficient notice given to the occupants of the premises to remove their vehicles prior to driveway removal or closing of the driveway approach access. If necessary, make other access arrangements, agreed to in writing and signed by the contractor and the property owner serviced by the driveway. Obtain approval from the engineer prior to alternating construction sequencing.

(NER10/441-20130117)

# 7.2 Holiday and Other Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 10/STH 441, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- Maintain two lanes on US 10/STH 441 during Green Bay Packer home games and Packer Family Scrimmage: From 5 hours prior to game until 5 hours after the game for USH 10/STH 441;
- From noon Friday, May 22, 2015 to 5:00 AM Tuesday, May 26, 2015, for Memorial Day;
- From noon Friday July 3, 2015 to 5:00 AM Monday July 6, 2015, for Independence Day.

(NER41-20100827)

Prior to preparing bids, verify the dates of each festival, game, or event listed to obtain current dates for work restrictions.

# 7.3 Ingress and Egress.

*Supplement standard spec 107.9) with the following:* 

Provide and maintain safe and adequate ingress and egress to and from local streets, private points of access, and other establishment at existing or new access points.

Provide signs, barricades, flaggers, and/or other appurtenances for the maintenance and protection of traffic. Construction operations shall be conducted to ensure a minimum of delay to traffic.

Stopping traffic on the freeway shall not be permitted. Stopping traffic on local streets shall not be permitted for more than 1 minute from 6:00 AM to 9:00 AM, and from 3:00 PM to 6:00 PM on weekdays; and 2 minutes at other times unless specifically authorized. All traffic control items used for establishing ingress and egress points are incidental to the work.

(NER10/441-20130117)

# 7.4 Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment.

Contact Paula Vandehey, (920) 832-6474, at the City of Appleton to request a written waiver for hours of operation of construction equipment. Provide the approved waiver request to the engineer.

Contact Randy Gallow, (920) 720-7110, at the Town of Menasha to request a written waiver for hours of operation of construction equipment. Provide the approved waiver request to the engineer.

Contact Mark Radtke, (920) 967-3610, at the City of Menasha to request a written waiver for hours of operation of construction equipment. Provide the approved waiver request to the engineer.

*Delete standard spec 107.8 (4) and replace with the following:* 

Notify the following organizations and departments at least 72 hours before road closures or detours are put into effect:

Winnebago County Public Safety Communications	(920) 849-2361
On Duty Supervisor	
Wisconsin State Patrol	(920) 929-3700
Winnebago County Sheriff's Department	(920) 236-7334
Town of Menasha Fire Department	(920) 720-7125
Town of Menasha Police Department	(920) 720-7109
Menasha School District	(920) 967-1400

The Winnebago County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor in the event of an emergency.

(NER41-20111018 - Revised)

#### 7.5 Electrical Service.

# **A Description**

Work under this item shall be in accordance to standard spec 656 with the following addition.

## **C** Construction

Under this item, the department will perform preliminary coordination with the utility to arrange for installation of the Service Lateral(s). The utility will provide the department with a utility routing number for each lateral.

The contractor is responsible to arrange for the actual installation of the Service Lateral with the utility. The contractor is also responsible for payment of the Service Lateral installation in accordance to standard spec 656. The contractor shall contact the department at (920) 492-5628 to obtain the utility routing number established during preliminary utility coordination.

# 7.6 Work by Others.

At the intersections of STH 47 and CTH AP and STH 47 and CTH P, the Wisconsin Department of Transportation Northeast Region Electrical Unit will perform the following work:

- Furnish monotube poles, arms, steel luminaire arms and monotube plaques.
- Provide and install the new traffic signal cabinets.
- Provide microwave detector cable.
- Provide and install the microwave detectors.
- Terminate all cables and wire in the new control cabinets.
- Salvage existing traffic signal cabinets.

# 7.7 Hauling Restrictions.

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

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

# 7.8 Crash Cushions Temporary.

Complete work in accordance to standard spec 614 and as hereinafter provided.

Supplement standard spec 614.3.4 with the following:

Locate the manufacturer's foundation pad adjacent to the existing paved shoulder. Provide a transition foundation pad section using a 15:1 taper rate after the required manufacturer's crash cushion pad following the manufacturer's recommended dimensions. Construct this transition piece using identical materials and depths used for the foundation pad. Place aggregate base course behind the transition pad section to blend to existing slopes. (NER41-20110718)

# 7.9 Traffic Control.

Perform this work in accordance to the requirements of standard spec 643, and as shown on the plans or as approved by the engineer, except as hereinafter modified.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as shown on the plans. Submit this plan ten days prior to the preconstruction conference.

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed. The cost to maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made therefore.

Supply the name and telephone number of a local contact person for traffic control repair before starting work.

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic during the construction operations.

The turning of traffic control devices when not in use to obscure the message will not be allowed under this contract.

Obtain prior approval from the engineer for the location of egress and ingress for construction vehicles to prosecute the work.

Cover existing signs which conflict with traffic control as directed by the engineer.

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

- a. Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without approval of the engineer.
- b. All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.
- c. Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1000 feet. Activate the beam when merging into or exiting a live traffic lane.

Provide a minimum seven working day notice to the business management personnel prior to entering or working within the TLE area

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at contractor expense.

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

(NER41-20100827)

# 7.10 Temporary Traffic Signals for Intersections Midway Road, Item 661.0200.001; Valley Road, Item 661.0200.002.

*Replace standard spec* 661.2.2.2(2) *with the following:* 

Furnish circular and arrow LED modules conforming to ITE VTCSH-LED.

## Additional Requirement:

Furnish and install a control cabinet, signal controller, and control equipment per standard spec 661.2.1. The temporary control cabinet will be used during all construction stages when temporary signals are being used. The permanent signals will be switched over to a permanent control cabinet upon the completion of construction. Coordinate the time of the switch with the Wisconsin Department of Transportation.

*Replace standard spec* 661.3.2.7(2) *with the following:* 

Respond within one hour of notification to provide corrective action to any emergency such as, but not limited to, knockdowns, signal cable problems, and all controller equipment failures. If equipment becomes damaged or faulty beyond repair, replace it within one working day. In order to fulfill this requirement, maintain, in stock, sufficient amounts of materials and equipment to provide repairs. Replace the traffic signal control equipment including the cabinet controller, and cabinet accessories within 4 hours.

Add standard spec 661.3.1.4(4) with the following:

Contractor is responsible for all emergency calls and required to respond and secure the site, clear the roadway, restore signal operations during construction operations while temporary signals are in use. Any damage resulting from construction operations shall be corrected by the contractor at their expense. With the exception of the temporary signal cabinet, the contractor shall contact the department to report the extent of any damage and equipment replacement needs if the damage is caused by acts of nature or the general public. The department will respond the next business day to provide and install new equipment OR re-erect existing as necessary.

# 7.11 Crash Cushion Temporary Left In Place, Item SPV.0060.200.

# **A Description**

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

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

#### **B** Materials

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

#### **C** Construction

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

*Supplement standard spec 614.3.4 with the following:* 

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

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

#### **D** Measurement

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

### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.200Crash Cushion Temporary Left In PlaceEach

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

(NER41-20120214)

# 7.12 Concrete Barrier Temporary Precast Left In Place, Item SPV.0090.201.

# **A Description**

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

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

## **B** (Vacant)

#### **C** Construction

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

#### **D** Measurement

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

#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.201 Concrete Barrier Temporary Precast Left in Place LF

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

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

# 7.13 Modify Traffic Signals, Intersection of Appleton Road and Valley Road, Item SPV.0060.450.

# A Description

This special provision describes the removing and salvaging of certain existing traffic signal equipment, and the installation, re-installation, or modification of other equipment not otherwise enumerated at the signalized project intersections. Specific removal and modification items are listed in the plans. This item covers both temporary existing traffic signals and temporary permanent traffic signals.

## **B** (Vacant)

#### **C** Construction

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

Removed signal faces and mounting brackets and hardware shall be returned to the department.

Modify temporary traffic signal cabinet (see Temporary Traffic Signals for Intersections) equipment, wiring and controller programming as necessary to accommodate the revised traffic signal face configuration.

#### **D** Measurement

The department will measure Modify Traffic Signals (Location) as each modification of the existing traffic signal heads or permanent signal heads acceptably completed.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.450Modify Traffic Signals, Intersection ofEach

Appleton Road and Valley Road

Payment is full compensation for removing and disassembling traffic signals, scrapping of some materials, disposing of scrap material, delivering the indicated materials to the department, and for installing or modifying other equipment necessary to complete a fully function traffic signal installation complying with the intent of the plans.

# 7.14 Remove Traffic Signals STH 47 and CTH AP, Item SPV.0105.202.

# **A Description**

This work shall consist of removing the existing traffic signal equipment after it is no longer being used as temporary signals when the permanent equipment in temporary condition are installed and operating from the intersection of STH 47 and CTH AP (Midway Rd) and returning it to the WisDOT NE Region Facility at 944 Vanderperren

Way, Green Bay, WI as shown in the plans and in accordance to the requirements of standard specs 657 and 658, standard detail drawings, and as hereinafter provided.

### **B** (Vacant)

#### **C** Construction

The existing traffic signal equipment shall be disconnected from the concrete bases, carefully loaded, and transported to the WisDOT NE Region facility as described above. All signal heads and luminaires should remain attached to the standard, pole or respective mast arm. The contractor shall conduct operations in such a manner to prevent any damage to the traffic signal equipment. The contractor shall replace or repair any equipment that was damaged during this removal and transport operation. Prior to delivering the removed equipment, the contractor shall make arrangements with the WisDOT NE Region Electrical Personnel who can be reached at (920) 492-5654 or (920) 492-5710 for delivery to the regional facility.

#### **D** Measurement

The department will measure Remove Traffic Signal STH 47 and CTH AP as a single lump sum unit of work, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.202	Remove Traffic Signals STH 47 and CTH AP	LS

Payment for Remove Traffic Signal is full compensation for removal, disassembly, and delivery to the regional facility.

# 7.15 Remove Traffic Signals STH 47 and CTH P, Item SPV.0105.203.

#### A Description

This work shall consist of removing the existing traffic signal equipment after it is no longer being used as temporary signals when the permanent equipment in temporary condition are installed and operating from the intersection of STH 47 and CTH P/Valley Rd and returning it to the WisDOT NE Region Facility at 944 Vanderperren Way, Green Bay, WI as shown in the plans and in accordance to the requirements of standard specs 657 and 658, standard detail drawings, and as hereinafter provided.

## **B** (Vacant)

#### **C** Construction

The existing traffic signal equipment shall be disconnected from the concrete bases, carefully loaded, and transported to the WisDOT NE Region facility as described above. All signal heads and luminaires should remain attached to the standard, pole or respective mast arm. The contractor shall conduct operations in such a manner to prevent any damage

to the traffic signal equipment. The contractor shall replace or repair any equipment that was damaged during this removal and transport operation. Prior to delivering the removed equipment, the contractor shall make arrangements with the WisDOT NE Region Electrical Personnel who can be reached at (920) 492-5654 or (920) 492-5710 for delivery to the regional facility.

#### **D** Measurement

The department will measure Remove Traffic Signal STH 47 and CTH P as a single lump sum unit of work, acceptably completed.

### E Payment

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

ITEM NUMBER DESCRIPTION

**UNIT** 

SPV.0105.203 Remove Traffic Signal STH 47 and CTH P

LS

Payment for Remove Traffic Signal is full compensation for removal, disassembly, and delivery to the regional facility.

# 7.16 Remove Traffic Signal STH 47 and USH 10 EB/STH 441 NB, Item SPV.0105.204.

# **A Description**

This work shall consist of removing the existing traffic signal equipment from the intersection of STH 47 and USH 10 eastbound/STH 441 northbound and returning it to the WisDOT NE Region Facility at 944 Vanderperren Way, Green Bay, WI as shown in the plans and in accordance to the requirements of standard specs 657 and 658, standard detail drawings, and as hereinafter provided.

## **B** (Vacant)

#### **C** Construction

The existing traffic signal equipment shall be disconnected from the concrete bases, carefully loaded, and transported to the WisDOT NE Region facility as described above. All signal heads and luminaires should remain attached to the standard, pole or respective mast arm. The contractor shall conduct operations in such a manner to prevent any damage to the traffic signal equipment. The contractor shall replace or repair any equipment that was damaged during this removal and transport operation. Prior to delivering the removed equipment, the contractor shall make arrangements with the WisDOT NE Region Electrical Personnel who can be reached at (920) 492-5654 or (920) 492-5710 for delivery to the regional facility.

## **D** Measurement

The department will measure Remove Traffic Signal STH 47 and USH 10 EB/STH 441 NB bid item as a single lump sum unit acceptably completed.

### E Payment

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

ITEM NUMBER DESCRIPTION

UNIT

SPV.0105.204 Remove Traffic Signal STH 47 and USH 10 EB/STH 441 NB

LS

Payment for Remove Traffic Signal is full compensation for removal, disassembly, and delivery to the regional facility.

# 7.17 Remove Traffic Signal STH 47 and USH 10 WB/STH 441 SB, Item SPV.0105.205.

# A Description

This work shall consist of removing the existing traffic signal equipment from the intersection of STH 47 and USH 10 westbound/STH 441 southbound and returning it to the WisDOT NE Region Facility at 944 Vanderperren Way, Green Bay, WI as shown in the plans and in accordance to the requirements of Section 657 and Section 658 of the Standard Specifications for Highway and Structure Construction, standard detail drawings, and as hereinafter provided.

# **B** (Vacant)

#### **C** Construction

The existing traffic signal equipment shall be disconnected from the concrete bases, carefully loaded, and transported to the WisDOT NE Region facility as described above. All signal heads and luminaires should remain attached to the standard, pole or respective mast arm. The contractor shall conduct operations in such a manner to prevent any damage to the traffic signal equipment. The contractor shall replace or repair any equipment that was damaged during this removal and transport operation. Prior to delivering the removed equipment, the contractor shall make arrangements with the WisDOT NE Region Electrical Personnel who can be reached at (920) 492-5654 or (920) 492-5710 for delivery to the regional facility.

#### **D** Measurement

The department will measure Remove Traffic Signal STH 47 and USH 10 WB/STH 441 SB bid item as a single lump sum unit of work, acceptably completed.

#### **E** Payment

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

ITEM NUMBER DESCRIPTION

**UNIT** 

SPV.0105.205 Remove Traffic Signal STH 47 and USH 10 WB/STH 441 SB LS

Payment for Remove Traffic Signal is full compensation for removal, disassembly, and delivery to the regional facility.

# 7.18 Install Microwave Detector Cable, Item SPV.0090.204.

# **A Description**

This work shall consist of installing the department supplied Microwave Detector Cable as shown in the plans and in accordance to the requirements of standard spec 674, standard detail drawings, and as hereinafter provided.

#### **B** Materials

The contractor shall pick up the Microwave Detector Cable at the Wisconsin Department of Transportation, Northeast Region Facility, located at 944 Vanderperren Way, Green Bay, WI.

The contractor shall notify the WisDOT Northeast Region Electrical Unit at (920) 492-5654 or 492-5710, to make arrangements for picking up the Microwave Detector Cable at least 3 working days prior to picking up the materials.

#### **C** Construction

Install the Microwave Detector Cable from the control cabinet to the Monotube Arm Hand Hole without splices. Leave a coil of 6' at the Monotube Arm Hand Hole and a coil of 12' in the Control Cabinet for termination by WisDOT Electricians.

#### **D** Measurement

The department will measure Install Microwave Detector Cable by the linear foot, acceptably completed.

#### **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.204	Install Microwave Detector Cable	LF

Payment for Install Microwave Detector Cable is full compensation for picking up, transporting, and completely installing the department supplied Microwave Detector Cable, as shown in the plans.

# **7.19** Concrete Bases Type 13, Item SPV.0060.005.

#### **A Description**

This special provision describes constructing concrete bases for monotube traffic signals per Standard Detail Drawing 9C12-4a except as modified in the contract plans. The foundation "wings" are to be omitted and the length of the shaft is to be 12'-0".

#### **B** Materials

In accordance to standard spec 654.2.1.

#### **C** Construction

In accordance to standard spec 654.3.

#### **D** Measurement

The department will measure Concrete Bases Type 13 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.0060.005 Concrete Bases Type 13 Each

Payment is full compensation for providing concrete bases; for embedded conduit and electrical components; for bar steel reinforcement; and for excavating, backfilling, and disposing of surplus materials.

## 8. Utilities.

## 8.1 Utilities.

- (1) This contract comes under the provision of Administrative Rule Trans 220. 107-065 (20080501)
- (2) There are utility facilities within the construction limits of this project. Additional detailed information regarding the location of discontinued, relocated, and/or removed utility facilities is available in the work plan provided by each utility company. View these documents at the Regional Office during normal working hours.
- (3) Work around or remove and dispose of any discontinued utility conduits, cables, and pipes encountered during excavation. Any removal and disposal shall be incidental to common excavation, unless specified otherwise in this contract as a separate bid item.
- (4) When interpreting the term "working days" within the "Utilities" article of these special provisions (and only within this article), use the definition provided in Trans 220.03(20) of the Wisconsin Administrative Code rather than the definition provided in standard spec 101.3.
- (5) Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide a good faith notice to both the engineer and the affected utility of when the utility is to start work at the site. Unless specified otherwise in this article, provide this notice 14 to 16 calendar days in advance of when you anticipate the prior work being completed and provide a confirmation notice to the engineer and the utility 3 to 5 working days before the site will be ready for the utility to begin its work.

### **Project 1517-75-78**

- (6) **AT&T Wisconsin (AT&T)** has multiple underground **communication** facilities in the southwest quadrant of the Midway Road and STH 47 intersection from west of the project limits to a crossing of STH 47 at approximately Station 104+00ANB and Station 104+30ANB.
- (7) Prior to construction AT&T plans to discontinue these facilities in place and replace it with a new line that crosses STH 47 at approximately Station 104+30ANB. The facility will then tie into a new AT&T facility along the right side of STH 47. It will also continue to a new We Energies electric pole described elsewhere in these special provisions.
- (8) AT&T has multiple underground communication facilities in the northwest quadrant of the Midway Road and STH 47 intersection from west of the project limits to a crossing of STH 47 at approximately Station 105+25ANB. AT&T also has a facility that that continues along STH 47 to approximately Station 107+00ANB LT where it crosses STH 47.
- (9) Prior to construction AT&T plans to discontinue these facilities in place. No conflicts are anticipated.
- (10) AT&T has overhead and underground communication facilities in the southeast quadrant of the Midway Road and STH 47 intersection from south of the project limits to a crossing of Midway Road at approximately Station 17+20AP and Station 17+40AP.
- (11) Prior to construction AT&T plans to discontinue these facilities in place and replace them with a new facility along the right side of STH 47 from outside of the project limits, tying into the new facility along Midway Road at approximately Station 104+30ANB, crossing Midway Road at approximately Station 17+10AP. The facility will then continue to approximately Station 107+00ANB RT. No conflicts are anticipated.
- (12) AT&T has multiple underground communication facilities in the north east quadrant of the Midway Road and STH 47 intersection from east of the project limits to a crossing of STH 47 to approximately Station 107+00ANB RT.
- (13) Prior to construction AT&T plans to discontinue some of these facilities in place while others that are not in conflict will remain active. Use care when working around active AT&T facilities. No conflicts are anticipated.
- (14) AT&T has underground communications facilities along STH 47 from approximately Station 107+00ANB RT to north of the project limits, crossing Drum Corps Road at approximately Station 7+10D, ramp ASE at approximately Station 1290+10ASE, WIS 441/USH 10 at approximately Station 289+60EB, Tuckaway Lane at approximately Station 5+60T and STA 5+75T and Valley Road at approximately Station 7+20P and

- Station 7+30P. The facility also continues along the south right of way line of Valley Road to east the project limits.
- (15) Prior to construction AT&T plans to discontinue this facility in place and replace it furthest east with a new facility starting at approximately Station 126+70 RT, crossing Tuckaway Lane at approximately Station 5+75T. The facility will then follow the proposed right of way to a pedestal at approximately Station 18+00P RT. No conflicts are anticipated.
- (16) AT&T has underground communication facilities along the south side of Valley Road from west of the project limits, crossing STH 47 on a skew at approximately Station 131+75ANB and continuing along the north side of Valley Road to east of the project limits.
- (17) Prior to construction AT&T plans to discontinue this facility in place and install a new facility from west of the project limits, within the roadway, to a replaced manhole at approximately STA 131+75ANB. No conflicts are anticipated.
- (18) AT&T has manholes near Station 106+29ANB RT, Station 124+62ANB RT, and Station 130+50ANB RT. During construction, AT&T plans to adjust the manholes to final grade and shift the rim for the manhole near Station 106+29ANB RT to the left. Notify AT&T 5 days prior to the pavement being removed. AT&T anticipates this work will take 2 days at each location.
- (19) AT&T has underground communication facilities crossing STH 47 at approximately Station 129+00ANB and continuing along STH 47 to a manhole at approximately Station 131+75ANB.
- (20) During construction AT&T plans to support their facility where it crosses the proposed storm sewer at approximately Station 129+00ANB LT and Station 129+57ANB LT. Provide AT&T 5 days notice prior to removing the pavement.
- Ouring constructions AT&T plans to lower their facility from approximately Station 106+50ANB RT to Station 107+00ANB RT, and at 18+00P LT. Provide AT&T 5 days notice prior to removing the pavement. AT&T anticipates this work will take two days at each location.
- (22) During construction AT&T will be on site completing splicing work. They anticipated this work will be completed by July 4, 2015. Coordinate any removal of any facilities that may be discontinued with AT&T.
- (23) **AT&T TCG** has underground **communication** facilities along the right side of STH 47 throughout the project limits. Prior to construction AT&T TCG plans to relocate a hand hole at approximately Station 106+25ANB RT to the back of the proposed sidewalk. No conflicts are anticipated.

- (24) **ATC Management Inc.** has over head **electric** facilities along the south side of WIS 441/USH 10 which cross STH 47 at approximately Station 118+60ANB. Transmission towers near Station 1286+60ASW LT and Station 1293+00ASE LT will remain in place. Use caution when grading around these structures.
- (25) **Menasha Electric and Water Utilities (Menasha Utilities)** has overhead and underground **electric** facilities along the left side of STH 47, south of WIS 441/USH 10, throughout the project limets. Menasha Utilities also has OH facilities from approximately Station 105+00ANB RT to approximately Station 108+80ANB RT with a crossing of STH 47 at a skew at approximately Station 107+00ANB.
- Station 105+25ANB LT, closer to the proposed right of way. Menasha Utilities also plans to relocate the pole line further left with new poles at approximately Station 107+25ANB LT, Station 109+00ANB LT and Station 110+50ANB LT. From there the line will continue underground to outside of the project limits. The line will also cross STH 47 at approximately Station 114+05ANB to outside of the project limits at approximately Station 114+05ANB RT. No conflicts are anticipated.
- (27) Menasha Utilities controls the lighting along STH 47, south of WIS 441/USH 10. Notify Menasha Utilities 3 days prior to needing the existing lighting removed. Menasha Utilities anticipates the removal of the light poles will take approximately three days.
- (28) During construction, Menasha Utilities can de-energize their overhead facilities to facilitate construction. Notify Menasha Utilities per Trans 220.05(10) if needed.
- (29) **Net-Lec** has underground **communication** facilities starting at a hand hole at approximately Station 17+50AP LT, crossing Midway Road at approximately Station 17+75AP and continuing along the left side of Midway Road to east of the project limits. No conflicts are anticipated.
- of Midway Road, crossing STH 47 at approximately Station 105+25ANB and continuing along the right side of STH 47 crossing Drum Corps Road at approximately Station 7+00D, WIS 441/USH 10 at Station 287+60EB, Tuckaway Lane at approximately Station 5+55T and Valley Road at approximately Station 17+30P, to north of the project limits.
- Ouring construction TDS plans to lower their facility crossing STH 47 at approximately Station 105+25ANB and adjust their facility to avoid proposed traffic and pedestrian signals. Notify TDS 5 days prior to pavement removal. TDS anticipates this work will take approximately 3 days.
- (32) During construction TDS plans to lower their facility crossing Drum Corps Road at approximately Station 7+00D. Notify TDS 5 days prior to pavement removal. TDS anticipates this work will take approximately 3 days.

- (33) During construction TDS plans to adjust a MH at approximately Station 131+25ANB RT. Provide TDS 3 days notice prior to pavement being removed. TDS anticipates this work will take approximately 1 day.
- (34) Prior to construction TDS plans to discontinue their facility in place from approximately Station 110+35ANB RT to approximately Station 127+50ANB RT. No conflicts are anticipated
- (35) Prior to construction TDS plans to place a new facility from approximately Station 110+35ANB RT close to the right of way, crossing WIS 441/USH10 at approximately STA 291+90EB and along the right of way to approximately Station 127+50ANB RT where it ties into the existing facility. No conflicts are anticipated.
- (36) **Town of Menasha Utility District** has **sanitary sewer** facilities along the east and west side of STH 47, south of WIS 441/USH 10. Prior to construction the Town of Menasha Utility District plans to reconstruct some of their facilities in place. No conflicts are anticipated.
- Ouring construction, the Town of Menasha Utility District will adjust manholes. Provide the Town of Menasha Utility District notification per Trans 220.05(10) prior to needing final adjustment. The Town of Menasha Utility District anticipates this work will take approximately 1 day per location.
- (38) **Town Menasha Utility District** has **water** facilities along both sides of STH 47 from south of the project limits to approximately STA1 114+20ANB where there is also a crossing. The facility then continues to approximately Station 126+25ANB where there is a crossing. The facility then continues along both sides of STH 47 to north of the project limits.
- (39) Prior to construction, the Town of Menasha Utility District plans to lower and adjust numerous facilities conflicting with the proposed storm sewer and light poles. No conflicts are anticipated.
- (40) During construction, the Town of Menasha Utility District plans to adjust their facilities at approximately Station 114+50ANB, 126+20ANB and 132+60ANB LT. This work will be concurrent with construction and is planned to be completed by April 27, 2015.
- (41) During construction, the Town of Menasha Utility District will adjust valves. Provide the Town of Menasha Utility District notification per Trans 220.05(10) prior to needing final adjustment. The Town of Menasha Utility District anticipates this work will take approximately 1 day per location.
- (42) **Time Warner Cable, a Delaware Limited Partnership (TWC)** has overhead **communications** facilities along the right side of STH 47 crossing Midway Road at approximately Station 17+50AP and continuing to approximately Station 107+38ANB RT. The facility then continues underground, crossing Drum Corps Road at approximately Station 7+00D. The facility then crosses STH 47 at approximately

- Station 110+50ANB. The facility continues to approximately Station 115+65ANB LT where it terminates at a pedestal. During construction TWC plans to lower this line. Provide TWC notice per Trans 220.05(10) prior to pavement removal. TWC anticipates this work will take approximately 1 day.
- (43) TWC has overhead communication facilities crossing STH 47 at approximately Station 105+25ANB and continuing outside of the project limits. Prior to construction these facilities will be jointly relocated with Menasha Utilities as described elsewhere within these special provisions. No conflicts are anticipated.
- (44) TWC has underground communication facilities along Valley Road from approximately Station 14+22P RT to Station 16+38P RT. The facility then turns south along STH 47 to approximately Station 130+75ANB LT. It then crosses STH 47 where it turns north to approximately Station 131+38ANB RT where it continues to approximately Station 19+72P RT. Prior to construction TWC plans to discontinue this facility in place. No conflicts are anticipated.
- (45) **We Eneriges (WE)** has **electric** facilities powering the lighting along STH 47, north of WIS 441/USH 10 and continuing north, crossing Valley Road at approximately Station 17+80P.
- (46) Prior to construction, WE plans to relocate a transformer at approximately Station 131+32ANB RT and replace it with a new transformer closer to the right of way. WE also plans to replace the crossing of Valley Road at approximately Station 17+80P deeper. WE also plans to add a new light pole at approximately Station 132+45ANB RT. No conflicts are anticipated.
- (47) Prior to construction, WE plans to relocate facilities along STH 47 from Tuckaway Lane to approximately STA 131+32ANB RT closer to the right of way line. No conflicts are anticipated.
- (48) WE has overhead electric facilities along the right side of STH 47 from south of the project limits to Midway Road. Prior to construction WE plans to relocate a pole at approximately Station 104+30ANB RT to approximately 103+65ANB RT. No conflicts are anticipated.
- (49) WE controls the lighting along STH 47, north of WIS 441/USH 10. Notify WE 6 weeks prior to needing the existing lighting removed. Menasha Utilities anticipates the removal of the light poles will take approximately 5 days.
- (50) **We Energies (WE)** has **gas** facilities along the right side of STH 47 from south of the project limits to approximately Station 104+50ANB RT where it turns and continues along the south side of Midway Road to east of the project limits.
- (51) Prior to construction We Energies plans to discontinue this line in place and relocate near the right of way line from approximately Station 101+00ANB RT to approximately Station 104+50ANB RT where it will tie into the existing facility on the south side of Midway Road. No conflicts are anticipated.

- (52) WE has facilities crossing STH 47 at approximately Station 104+10ANB. Prior to construction WE plans to discontinue this line in place and relocate the crossing to approximately Station 104+00ANB. No conflicts are anticipated.
- (53) WE has facilities along the left side of STH 47 from south of the project limits, crossing Midway Road at approximately 16+30AP. The facility continues along the left side of STH 47, crossing Drum Corps Road at approximately Station 6+00D. The facility then crosses under WIS 441/USH 10 at approximately Station 288+70EB. It then continues along the left side of STH 47 to outside of the project limits. The facility also crosses STH 47 at approximately Station 127+35ANB.
- (54) Prior to construction WE plans to discontinue this line in place and relocate it further right, crossing Midway Road at approximately 16+00AP, Drum Corps Road at approximately Station 5+80D, WIS 441/USH 10 at approximately Station 287+80EB. It then continues along the left side of STH 47 to approximately Station 131+25ANB LT, the facility then crosses Valley Road at approximately Station 16+10P where it follows the right of way line and ties back in with existing facilities at approximately Station 132+50ANB LT. No conflicts are anticipated.

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- (1) **AT&T Wisconsin** has underground **communication** facilities along the left side of Midway Road throughout the project limits, crossing Vermillion Street at approximately Station 10+25VM.
- (2) AT&T has underground communication facilities crossing Vermillion Street at approximately Station 14+65VM.
- (3) Prior to construction, AT&T plans to discontinue these facilities in place. No conflicts are anticipated.
- (4) Prior to construction AT&T plans to replace and lower the facility crossing Vermillion Street at approximately Station 10+35VM. No conflicts are anticipated.
- (5) **City of Appleton** has **water** facilities along the left side of Midway Road, crossing Vermillion Street at approximately Station 10+25VM. During construction, the City of Appleton plans to relocate a hydrant and valve to approximately Station 10+65VM LT. Provide the City of Appleton notice per Trans 220.05(10) prior to the removal of topsoil. The City of Appleton anticipates this work will take 2 working days.
- (6) **Time Warner Cable** has an unoccupied easement within the project limits. No conflicts are anticipated.
- (7) **We Energies** has underground **electric** facilities feeding a street light at approximately Station 10+30 VM. Prior to construction WE Energies plans to relocate this pole and pedestal to approximately Station 10+43VM LT. No conflicts are anticipated.

- (8) We Energies has overhead facilities crossing Vermillion Street at approximately Station 12+20VM. No conflicts are anticipated
- (9) We Energies has underground facilities crossing Vermillion Street on a skew at approximately Station 14+65VM. Prior to construction We Energies plans to discontinue this line in place and install a new line lower in the same location. No conflicts are anticipated.
- (10) Prior to construction, **We Energies** plans to install new **gas** facilities crossing Midway Road at approximately Station 29+30. From there the facilities continue along the left side of Vermillion Street to outside of the project limits. No conflicts are anticipated.

### 9. Clear – Demolition – Removal.

# 9.1 Clearing and Grubbing.

Complete work in accordance to standard spec 201 and as herein provided.

Revise standard spec 201.3 as follows:

Burning of stumps, roots, brush, waste logs and limbs, timber tops, and debris resulting from clearing and grubbing is not allowed. (NER41-20100201)

# 9.2 Removing Delineators and Markers.

Remove delineators in accordance to the pertinent requirements of standard spec 204 of the standard special specifications and as hereinafter provided.

Carefully remove and stockpile at a location on the right-of-way, outside the construction limits, all salvageable posts and hardware for pickup by Winnebago County forces.

Give one week advance notice to Winnebago County before starting the delineator removal work to coordinate pickup arrangements. Notify Highway Commissioner Ernest Winters, at (920) 232-3460 prior to needing the stockpiled material removed

Remove and properly dispose of all other material from the right-of-way. (NER41-20100201)

# 9.3 Salvaged Rail and Salvaged Guardrail End Treatments.

## Stage 1

Salvage Guardrail End Treatments in accordance to the pertinent requirements of standard spec 614 of the standard special specifications and as hereinafter provided.

Salvage all rails, end treatments, posts, hardware, and all connections for Winnebago County.

Give one week advance notice to Winnebago County before starting the guard rail salvage work to coordinate pickup arrangements. Notify Highway Commissioner Ernest Winters, at (920) 232-3460 prior to needing the stockpiled material removed.

Remove and properly dispose of all other material from the right-of-way.

*Replace standard spec 614.5 (11) with the following:* 

Payment for the salvaged bid items is full compensation for removing and stockpiling reusable rail, guardrail end treatments, posts, hardware, and all connections and components; for replacing contractor-damaged material remaining in place; and for excavating, restoring the site, and disposing of damaged and surplus material.

## Stage 3

Salvage Guardrail End Treatments in accordance to the pertinent requirement of standard spec 614 of the standard special specifications and as hereinafter provided.

Adjust all rails, posts, hardware, and connections to match the adjusted profile. In addition, salvage end treatments and reinstall to also match the adjusted profile.

# 9.4 Removing Underdrain, Item 204.9090.S.01.

#### A Description

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

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

#### C (Vacant)

#### D Measurement

The department will measure Removing Underdrain in length by the linear foot, acceptably completed.

## E Payment

Supplement standard spec 204.5 to include the following:

ITEM NUMBERDESCRIPTIONUNIT204.9090.SRemoving UnderdrainLF

Geotextile fabric DF shall be removed with underdrain and the cost for the geotextile fabric DF shall be incidental.

### 10. Earthwork.

# 10.1 Preparing the Foundation.

Add the following to standard spec 211.3.1:

Plan construction activities so the earth subgrade is covered by the roadway base in a timely manner upon completion of preparation of the subgrade or as directed by the engineer. The contractor is responsible for the removal of any excess water from the subgrade as a result of rainfall events, natural drainage and construction induced drainage. (NER41-20110908 – Revised for WIS 441)

# 11. Bases, Subbases, and Pavements.

#### 11.1 Granular Backfill.

Replace 209.2.1(1) with the following:

(1) Furnish natural sand or a mixture of sand with gravel, crushed gravel or crushed stone.

Replace 209.2.1(2) with the following:

(2) For backfill for trench excavation, use a maximum size of any gravel or stone so that 100 percent passes a 6-inch sieve, not less than 85 percent by weight passes a 3-inch sieve, and not less than 25 percent by weight passes a No. 4 sieve. For bedding under a culvert pipe, use granular backfill that consists substantially of sand with all particles retained on a one-inch sieve removed.

# 11.2 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 <sup>[1]</sup>	
$> 1500$ tons and $\leq 6000$ tons	Two tests of the same type, either from	
	production, load-out, or placement at	
	production, load-out, or placement at the contractor's option <sup>[1]</sup>	
$>$ 6000 tons and $\leq$ 9000 tons	Three placement tests <sup>[2][3]</sup>	

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

#### **B** Materials

#### **B.1 Quality Control Plan**

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

#### **B.2** Personnel

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

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

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

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

#### **B.3** Laboratory

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

Materials Management Section

3502 Kinsman Blvd.

Madison, WI 53704

Telephone: (608) 246-5388

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

#### **B.4 Quality Control Documentation**

#### **B.4.1** General

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

#### **B.4.2** Records

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

#### **B.4.3** Control Charts

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.
- (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.

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

#### **B.6 Test Methods**

#### **B.6.1 Gradation**

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

Gradation	AASHTO T 27
Material finer than the No. 200 sieve.	AASHTO T 11

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

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

#### **B.6.2** Fracture

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

#### **B.6.3** Liquid Limit and Plasticity

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

#### **B.7** Corrective Action

#### B.7.1 General

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

#### **B.7.2 Placement Corrective Action**

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

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

# **B.8 Department Testing**

#### **B.8.1** General

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

# **B.8.2** Verification Testing

#### B.8.2.1 General

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

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

## **B.8.3** Independent Assurance

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

#### **B.9 Dispute Resolution**

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

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

### C (Vacant)

#### D (Vacant)

## E Payment

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

# 11.3 Aggregate Quality Testing for Modified High-Performance Concrete (HPC) Mixes.

#### A Description

- (1) This provision describes additional requirements for testing the quality of coarse aggregates being used in modified high-performance concrete mixes for structures and pavements.
- (2) Conform to the standard specifications and modified high-performance concrete provisions contained within the contract, as modified in this provision.

#### **B** Materials

#### **B.1 Personnel**

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

#### **B.2** Laboratory

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

Materials Management Section

3502 Kinsman Blvd.

Madison, Wisconsin 53704 Telephone: 608-246-5388

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

### **B.3** Equipment

(1) Furnish the necessary equipment and supplies for performing quality control testing. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.

#### **B.4 Records**

(1) Document all observations, inspection records, and test results. Submit testing records to the engineer.

# **B.5** Contractor Testing

(1) Perform all quality control tests necessary to control the production processes applicable to this special provision. Use the test methods identified below, or other methods the engineer approves, to perform the following tests:

LA Wear (100 and 500 revolutions)	AASHTO T 96
Sodium Sulfate Soundness (R-4, 5 cycles)	
Freeze-Thaw Soundness	AASHTO T 103
Chert <sup>[1]</sup>	AASHTO T 113

<sup>[1]</sup>Material classified lithologically as chert and having a bulk specific gravity (saturated surface-dry basis) of less than 2.45. Determine the percentage of chert by dividing the weight of chert in the sample retained on the 3/8-inch sieve by the weight of the total sample.

- (2) The department may periodically observe contractor sampling and testing, and direct additional contractor sampling and testing for department evaluation. Ensure that all test results are available for the engineer's review at any time during normal working hours
- (3) In addition to the requirements of standard spec 106.3.4.2.2, perform tests for LA wear, sodium sulfate soundness, freeze-thaw soundness and chert at least once per calendar year when producing coarse aggregates for use in modified high-performance concrete mixes.
- (4) Randomly test the percentage of chert at least once per 10,000 tons during production of coarse aggregates to be used in modified high-performance concrete mixes.

#### **B.6 Department Testing**

(1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will sample randomly at locations independent of the contractor's QC work. In all cases, the department will conduct the verification tests with separate personnel and equipment from the contractor's QC tests. The department will perform verification testing of chert at a frequency of 10 percent of the random quality control tests or a minimum of once per project, or at greater frequency if determined to be necessary by the engineer.

#### C (Vacant)

#### D (Vacant)

#### E Payment

(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. (NER441-20141217)

# 11.4 Modified High Performance Concrete (HPC) Pavement 9-Inch, Item SPV.0180.003.

This special provision describes specialized material and construction requirements to be utilized on all concrete pavement and shoulders. Conform to standard spec standard specs 415 and 501, as modified in this special provision. Conform to standard spec 715 for QMP, as modified in this special provision.

#### MODIFY STANDARD SPEC SECTION 415 AS FOLLOWS:

#### 415.5.1 General

*Replace 415.5.1(1) with the following:* 

• The department will pay for measured quantities at the contract unit price and incidentals necessary to complete the work under the following bid item:

ITEM NUMBER DESCRIPTION UNIT SPV.0180.003 Modified High Performance SY Concrete (HPC) Pavement 9-Inch

#### **MODIFY STANDARD SPEC SECTION 501 AS FOLLOWS:**

#### 501.2.5.4.1 General

*Replace the entire text with the following:* 

(1) Use clean, hard, durable crushed limestone with 100% fractured surfaces and free of an excess of thin or elongated pieces, frozen lumps, vegetation, deleterious substances or adherent coatings considered injurious.

(2) Use virgin aggregates only.

#### **501.2.5.4.2 Deleterious Substances**

*Replace 501.2.5.4.2(1) with the following:* 

(1) The amount of deleterious substances must not exceed the following percentages:

DELETERIOUS SUBSTANCE	PERCENT BY WEIGHT
Shale	1.0
Coal	
Clay lumps	
Soft fragments	
Any combination of above	
Flat or elongated pieces based on a 3:1 ratio	15.0
Materials passing the No. 200 sieve	1.5
Chert	3.0

#### **501.2.5.4.3** Physical Properties

Replace 501.2.5.4.3(1) with the following:

• The percent wear shall not exceed 30, the weighted soundness loss shall not exceed 6 percent, and the weighted freeze-thaw average loss shall not exceed 15 percent.

#### 501.3.5.1 General

*Replace* 501.3.5.1(1) *with the following:* 

(1) Use central-mixed concrete as defined in 501.3.5.1(2) for all work under this special provision.

#### 501.3.8.2.1 General

*Replace the entire text with the following:* 

- (1) The contractor is responsible for the quality of the concrete placed in hot weather. For concrete placed under this special provision, submit a written temperature control plan at tor before the pre-pour meeting. In that plan, outline the actions the contractor will take to control concrete temperature if the concrete temperature at the point of placement exceeds 80 F. Do not place concrete under the items in this special provision without the engineer's written acceptance of that temperature control plan. Perform work as outlined in the temperature control plan.
- If the concrete temperature at the point of placement exceeds 90 F, do not place concrete under this special provision.
- Notify the engineer whenever conditions exist that might cause the concrete temperature at the point of placement to exceed 80 F. If project information is not available, the contractor should obtain information from similar mixes placed for other nearby work.

#### **501.5 Payment**

*Replace 501.5(3) with the following:* 

(3) Ice, additives, or other actions the contractor takes to control the temperature of concrete are incidental to this item.

Add the following as 501.5(4):

(4) Water used to wet the base material is incidental to this item.

#### MODIFY STANDARD SPEC SECTION 715 AS FOLLOWS:

#### 715.3.2.2.1 Pavement

Replace the entire section with:

- If a sublot strength is less than 3000 psi, the department may direct the
  contractor to core that sublot to determine its structural adequacy and whether
  to direct removal. Cut and test cores according to AASHTO T 24 and as where
  the engineer directs. Have an HTCP certified PCC technician I perform or
  observe the coring.
- The sublot pavement is conforming if the compressive strengths of all cores from the sublot are 3000 psi or greater or the engineer does not require coring.
- The sublot pavement is nonconforming if the compressive strengths of any core from the sublot is less than 3000 psi. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

#### **715.5.1** General

*Replace 715.5.1(4) with the following:* 

• The department will adjust pay for each lot using PWL of the 28-day sublot average strengths for that lot. The department will measure PWL relative to the lower specification limit of 4500 psi for pavements. The department will not pay a strength incentive for concrete that is nonconforming in another specified property.

#### **715.5.2 Pavements**

*Replace 715.5.2(3) with the following:* 

• For lots with a full battery of QC tests at less than 4 locations, there is no incentive but the department will assess a disincentive based on the individual sublot average strengths. The department will reduce pay for sublots with an average strength below 4500 psi by \$1.50 per square yard.

(NER441-20141217)

# 12. Bridges.

# 12.1 Modified High Performance Concrete (HPC) Masonry Bridges, Item SPV.0035.700.

This special provision describes specialized material and construction requirements to be utilized on all concrete masonry bridges. Conform to standard specification standard specs 501 and 502 as modified in this special provision. Conform to standard spec 715 for QMP, as modified in this special provision.

#### MODIFY SECTION 501 OF THE STANDARD SPECIFICATIONS AS FOLLOWS:

#### 501.2.5.4.1 General

*Replace the entire text with the following:* 

- (1) Use clean, hard, durable crushed limestone with 100% fractured surfaces and free of an excess of thin or elongated pieces, frozen lumps, vegetation, deleterious substances or adherent coatings considered injurious.
- (2) Use virgin aggregates only.

#### **501.2.5.4.2 Deleterious Substances**

*Replace 501.2.5.4.2(1) with the following:* 

(1) The amount of deleterious substances must not exceed the following percentages:

DELETERIOUS SUBSTANCE	PERCENT BY WEIGHT
Shale	1.0
Coal	1.0
Clay lumps	
Soft fragments	5.0
Any combination of above	5.0
Thin or elongated pieces based on a 3:1 ratio	15.0
Materials passing the No. 200 sieve	
Chert	1.0

#### **501.2.5.4.3 Physical Properties**

Replace 501.2.5.4.3(1) with the following:

(1) The percent wear must not exceed 30, the weighted soundness loss must not exceed 6 percent, and the weighted freeze-thaw average loss must not exceed 15 percent.

#### **501.2.9** Concrete Curing Materials

*Replace 501.2.9(3) with the following:* 

(3) Furnish burlap conforming to AASHTO M 182, class 1, 2, 3 or 4.

#### 501.3.2.4.3.3 Extended Delivery Time

Delete 5014.3.2.4.3.3(1)

# **501.3.5.2** Delivery

Replace 501.3.5.2(3) with the following:

(3) Deliver and completely discharge concrete within one hour beginning when adding water to the cement, or when adding cement to the aggregates. A decrease in air temperature below 60° F or the use of department-approved retarders does not increase the discharge time.

#### 501.3.7.1 Slump

Replace the entire text with the following:

- (1) Use a 2-inch to 4-inch slump.
- (2) Perform the slump tests for concrete according to AASHTO T 119.

#### 501.3.8.2.1 General

*Replace the entire text with the following:* 

- (1) The contractor is responsible for the quality of the concrete placed in hot weather for concrete placed under this special provision. Submit a written temperature control plan at or before the pre-pour meeting. In that plan, outline the actions the contractor will take to control concrete temperature if the concrete temperature at the point of placement exceeds 80° F. Do not place concrete under the items in this special provision without the engineer's written acceptance of that temperature control plan. Perform the work as outlined in the temperature control plan.
- (2) If the concrete temperature at the point of placement exceeds 80° F, do not place concrete for items covered in this special provision.
- (3) Any additive or action taken by the contractor to control the temperature of the concrete to within the limits of this special provision, including but not limited to the addition of ice to the concrete mix, is considered incidental to the work and will not be measured or paid for separately.

#### **501.3.8.2.2 Bridge Decks**

Replace the entire text with the following:

- (1) Do not place concrete for bridge decks when the ambient air temperature is above 80° F.
- (2) For concrete placed in bridge decks, submit a written evaporation control plan at each pre-pour meeting. In that plan, outline the actions the contractor will take to maintain concrete surface evaporation at or below 0.15 pounds per square foot per hour. Do not place concrete for bridge decks without the engineer's written acceptance of that evaporation control plan. Perform the work as outlined in the evaporation control plan.

- (3) If predicting a concrete surface moisture evaporation rate exceeding 0.15 pounds per square foot per hour, do not place concrete for bridge decks.
- (4) Provide evaporation rate predictions to the engineer 24 hours prior to each bridge deck pour.
- (5) Compute the evaporation rate from the predicted ambient conditions at the time and place of the pour using the nomograph, or computerized equivalent, specified in CMM 5.25, figure 1. Use weather information from the nearest national weather service station. The engineer will use this information to determine if the pour will proceed as scheduled.
- (6) At least 8 hours before each pour, the engineer will inform the contractor in writing whether or not to proceed with the pour as scheduled. If the actual computed evaporation rate during the pour exceeds 0.15 pounds per square foot per hour, at the sole discretion of the engineer, the contractor may be allowed to implement immediate corrective action and complete the pour.

#### MODIFY SECTION 502 OF THE STANDARD SPECIFICATIONS AS FOLLOWS:

#### **502.3.5.4 Superstructures**

Delete 502.3.5.4(6).

#### **502.3.7.8 Floors**

*Replace 502.3.7.8(5) with the following:* 

The contractor shall set the rails or tracks, that the machine finisher rides on, to the required elevation; and ensure they adjust to allow for settlement under load. The rails or tracks shall be supported outside the limits of the finished riding surface. Rails or tracks are not allowed to be supported within the finished riding surface, without written permission of the engineer.

Delete 502.3.7.8(13), 502.3.7.8(14) and 502.3.7.8(15). Add the following 502.3.7.8(19), 502.3.7.8(20) and 502.3.7.8(21).

- (19) Do not place bridge deck concrete more than 10 feet ahead of the finishing machine. If there is a delay of more than 10 minutes during the placement of a bridge deck, cover all concrete (unfinished and finished) with wet burlap to protect the concrete from evaporation until placement operations resume.
- (20) Hand finishing, except for the edge of deck, must be kept to a minimum. The finishing machine must be equipped with a pan behind the screed. Apply micro texture using a broom or turf drag following the use of a 10-foot straight edge. Only finish by hand as necessary to close up finished concrete. Begin wet curing the deck immediately following the micro texture.

(21) For bridge decks with a design speed of 40 mph or greater, provide longitudinal grooving according to the provision included in this contract.

#### 502.3.8.1 General

*Replace 502.3.8.1(1) with the following:* 

(1) Maintain adequate moisture throughout the concrete mass to support hydration for a minimum of 14 days.

#### 502.3.8.2.1 General

*Replace the entire text with the following:* 

- (1) Wet-cure the concrete for bridge decks, approach aprons, sidewalks and raised medians for 14 days by use of a soaker hose system, or other engineerapproved methods. Cover the finished surface of bridge decks and overlays with one layer of wetted burlap or wetted cotton mats within 10 minutes after the finishing machine has passed. Apply the burlap/cotton gently so as to minimize marking of the fresh concrete. Keep the first layer of burlap/cotton continuously moist by means of fogging equipment until the bridge deck or overlay is sufficiently hard to apply a second layer of wetted burlap/cotton. Care shall be taken to not apply too much water to the fresh concrete surface. Any and all damage to the concrete surface shall be the responsibility of the contractor to correct to the engineer's approval. The intent is to keep the surface moist until the soaker hose system is in place. Free standing water shall not be on or running off the deck surface. Immediately after applying the second layer of burlap/cotton, continue to keep the deck moist until placing and activating the soaker hose system. Throughout the remainder of the curing period, keep the burlap/cotton continuously wet with soaker hoses hooked up to a continuous water source. Inspect the burlap/cotton twice daily to ensure the entire surface is moist. If necessary, alter the soaker hose system as needed to ensure the entire surface is completely covered and stays moist. After 48 hours from the time of completion of the bridge deck or overlay pour, the soaker hose system and burlap/cotton may be covered with polyethylene sheeting. Provide a continuous flow of water through the soaker hose system for the entire curing period.
- (2) Do not uncover any portion of the deck at any time for any reason during the first 7 days of the curing period.
- (3) Set up and test the fogging system before each bridge deck, raised median and sidewalk pour. The fogging system must remain set up and in operating condition for the duration of the pour.

#### 502.3.8.2.3 Decks

Delete the entire text.

#### **502.3.8.2.4 Parapets**

*Replace the entire text with the following:* 

- (1) Cure the inside and outside concrete faces and tops of railings or parapets by covering with wetted burlap immediately after form removal and surface finish application. Keep the burlap thoroughly wet for a minimum of 7 days; or by covering for the same period with thoroughly wet polyethylene-coated burlap conforming to 501.2.9.
- (2) Secure coverings along all edges to prevent moisture loss.

# **502.3.9.6 Bridge Decks**

*Replace* 502.3.9.6(2) *with the following:* 

Protect the underside of the deck, including the girders, for bridge deck and overlay pours by housing and heating when the national weather service forecast predicts temperatures to fall below 32° F during the cold weather protection period. Maintain a minimum temperature of 40° F in the enclosed area under the deck for the entire 14-day curing period.

#### **502.5.1** General

Replace 502.5.1(1) with the following:

The department will pay for measured quantities at the contract unit price and incidentals necessary to complete the work under the following bid item:

ITEM NUMBER DESCRIPTION UNIT SPV.0035.700 Modified High Performance CY Concrete (HPC) Masonry Bridges

## MODIFY SECTION 710 OF THE STANDARD SPECIFICATIONS AS FOLLOWS:

Add the following subsection:

#### 710.5.7 Chloride Penetration Resistance

- (1) For each new or changed mix design, measure chloride penetration resistance according to AASHTO T 259 (Salt Ponding Test)
- For each new or changed mix design, measure chloride penetration resistance according to AASHTO T 277 (Rapid Chloride Permeability Test) at a frequency of 1 test per 3 months (quarterly) of production.
- Permeability samples for AASHTO T 277 testing must be stripped of their molds and wet cured to an age of 7 days in a standard moist room or water tank. After 7 days, submerge the samples in water heated to 100° F until an age of 28 days. Upon completion of the curing process, obtain one sample from each cylinder and test according to AASHTO T 277.

(4) Ensure that the initial accepted mix designs meet the chloride penetration resistance limit of 1500 coulombs based on the AASHTO T 277 Rapid Chloride Permeability test. Chloride resistance testing conducted quarterly using AASHTO T 277 Rapid Chloride Permeability Test during production will not be used for acceptance of previously accepted mixes and concrete masonry mixed and placed according to the contract requirements. For quarterly chloride resistance test results exceeding 1500 coulombs, the department may require adjustment of the concrete mix going forward to improve the chloride penetration resistance.

#### MODIFY SECTION 715 OF THE STANDARD SPECIFICATIONS AS FOLLOWS:

#### **715.2.3.2 Structures**

*Replace 715.2.3.2(2) with the following:* 

- Provide a minimum cementitious content of 540 pounds per cubic yard and a maximum cementitious content of 600 pounds per cubic yard. For all superstructure and substructure concrete, unless the engineer approves otherwise in writing, conform to one of the following:
  - 1. Use class C fly ash or grade 100 or 120 slag as a partial replacement for Portland cement. For binary mixes use 15% to 30% fly ash or 20% to 30% slag. For ternary mixes use 15% to 30% fly ash plus slag in combination. Replacement value are in percent by weight of the total cementitious material in the mix.
  - 2. Use a type IP, IS, or I(SM) blended cement.

#### *Add the following subsection:*

#### **715.2.3.3** Trial Mixes

- (1) Develop and test each mix to be used for Modified HPC Masonry Bridges. Produce a laboratory trial mix for each mix, as well as a trial mix from each plant used to supply the project. Test all mixes at a department-qualified laboratory.
- (2) The laboratory trial mix data must include the results of the following tests:
  - 1. AASHTO T 119 Slump of Hydraulic Cement Concrete.
  - 2. AASHTO T 121 Mass per Cubic Foot, Yield
  - 3. AASHTO T 152 Air Content.
  - 4. AASHTO T 22 Compressive Strength.
  - 5. AASHTO T 277 Rapid Determination of the Chloride Permeability of Concrete, using the modified curing procedure according to 710.5.7(3) herein.
  - 6. AASHTO T 309 Temperature.
  - 7. Water Cement Ratio.

(3) The 28-day compressive strength must be greater than or equal to 4000 psi. The 28-day results of the permeability test must be less than or equal to 1500 coulombs

(NER441-20141217)

# 12.2 Concrete Staining B-70-113, Item 517.1010.S.001; and B-70-114, Item 517.1010.S.002.

#### A Description

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

#### **B** Materials

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

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

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

Thoroseal Pearl Gray by Thoro Products

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

Acrylic Bonding Admixture: TK-225 by TK Products

Achro 60 by Thoro Products Achro Set by Master Builders

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

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

Tri-Sheen Concrete Surfacer, Smooth by TK Products

Tri-Sheen Acrylic by TK Products

TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products

Safe-Cure and Seal EPX by Chem Masters

H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

#### **C** Construction

#### C.1 General

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

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

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

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

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

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

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

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

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

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

#### C.4 Test Areas

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

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

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

#### **D** Measurement

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

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1010.S.001	Concrete Staining B-70-113	SF
517.1010.S.002	Concrete Staining B-70-114	SF

Payment is full compensation for furnishing and applying the two coat system; for preparing the concrete surface; and for preparing the sample panels. 517-110 (20140630)

# 12.3 Architectural Surface Treatment B-70-113, Item 517.1050.S.001; and B-70-114, Item 517.1050.S.002.

#### A Description

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

#### **B** Materials

Use form liners that attach easily to the forming system, and do not compress more than ½-inch when poured at a rate of 10 vertical feet/hour.

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

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

#### **C** Construction

#### C.1 Equipment

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

#### **C.2 Form Liner Preparation**

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

Apply form release per manufacturer's recommendations.

#### **C.3 Form Liner Attachment**

Place adjacent liners less than ¼-inch from each other, attach liner securely to forms in accordance to the manufacturer's recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size, and frequency.

#### **C.4 Surface Finishing**

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

Grind or fill pouring blemishes.

#### **D** Measurement

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

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1050.S.001	Architectural Surface Treatment B-70-113	SF
517.1050.S.002	Architectural Surface Treatment B-70-114	SF

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

517-150 (20110615)

# 13. Retaining Walls, Ground Support.

# 13.1 Storm Sewer Protection at Sign Structure Foundation

Protect integrity of new storm structure foundation during construction of sign Structures S-70-229 and S-70-230. Storm Sewer proximately to foundation is depicted in plans.

# 14. Drainage and Erosion Control.

# 14.1 Maintaining Drainage.

Maintain drainage at and through worksite during construction in accordance to standard spec 107.22, standard spec 204, and standard spec 520.

Use existing culvert pipes and existing drainage channels to maintain existing surface drainage.

# 14.2 Environmental Protection, Dewatering.

Supplement standard spec 107.18 as follows:

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice prior to discharge. The means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for dewatering at each location it is required. The submittal shall also include the details of how the

intake will be managed to not cause an increase in the background level turbidity prior to treatment and any additional erosion controls necessary to prevent sediments from reaching the project limits or wetlands and waterways. Guidance on dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards. Dewatering Coad #1061. "Dewatering". This document can be found at the WisDNR website: http://dnr.wi.gov/topic/stormwater/standards/const\_standards.html

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items the work is associated.

Groundwater may be encountered during detention basin construction, ditch excavation or storm sewer work. The contractor shall use sound dewatering practices during construction.

#### 14.3 Erosion Control.

Supplement standard spec 107.20 as follows:

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

Immediately re-topsoil graded areas, as designated by the engineer, after grading is completed within those areas. Seed, fertilize, and mulch or erosion mat all topsoiled areas as per ECIP after placement of topsoil.

Restore as much disturbed area as possible or as directed by the engineer with topsoil, seeding, fertilizer, and mulching or erosion mat at the end of each construction season to minimize erosion due to spring melt. As directed by the engineer, stabilize areas that cannot be restored with permanent measures at the end of each construction season with the soil stabilizer item provided in the plan.

Prepare an Erosion Control Implementation Plan (ECIP) amendment detailing an overwinter erosion control plan for 2014/2015 and 2015/2016. Present this ECIP amendment at a pre-winter shut down meeting with DNR and DEPARTMENT staff prior to October 15th.

(NER41-20100201- Revised WIS 441)

# 14.4 Manhole, Inlet, and Catch Basin Adjusting Rings.

Complete adjustment of manhole, catch basin, and inlet structures in accordance to standard spec 611 and herein provided:

Adjustments of 4-inches or more in height shall be constructed using concrete grade rings. Grade rings less than 2-inches in thickness are not allowed.

Supply rubber adjustment riser rings for inlets located within the roundabout central island in accordance to the department's Approved Product List.

*Replace standard spec 611.3.3(1) with the following:* 

Set inlet cover on rubber adjustment riser ring. Use approved mastic adhesive between the ring and the inlet structure. Use an approved polyurethane adhesive with a flexible set between the ring and the inlet cover. Use two 5/16-inch beads of adhesive placed 1 inch and 2 inches in from the outside edge of the ring. If multiple adjustment rings are necessary, a maximum of two adjustment rings can be used. A maximum of 3 inch adjustment is allowed. Use polyurethane adhesive with a flexible set to join the two rings. If the adjustment rings must be cut, the joints must be staggered and a polyurethane adhesive used to reattach the cut ends. No concrete adjustment rings or mortar is to be placed between.

# 14.5 Notice to Contractor- Street Sweeping.

All street sweeping due to contractors hauling operations is considered incidental to the contract. The contractor is responsible in keeping all public roadways clean and free from dirt and debris at all times. For this work provides a self-contained mechanical or air conveyance street sweeper and dispose the accumulated material.

Cleaning of the roadway before traffic switches or cleaning of roadways from non-contractor vehicle traffic will be paid for under the contract item Street Sweeping.

# 14.6 Pipe Grates, Item 611.9800.S.

#### **A Description**

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

#### **B** Materials

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

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

#### **C** Construction

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

#### **D** Measurement

The department will measure Pipe Grates in units of work, where one unit is one grate completed and accepted.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNIT611.9800.SPipe GratesEach

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

# 14.7 Surface Drain Pipe Corrugated Metal Slotted, 18-Inch, Item 521,2005,S.01.

# A Description

This special provision describes furnishing and installing slotted corrugated metal pipe surface drain as shown on the plans, in accordance to standard spec 521, and as hereinafter provided.

#### **B** Materials

Furnish backfill material that is grade A, A-FA, A-S, A-T, A-IS, or A-IP concrete conforming to standard spec 501.2 as modified in standard spec 716. Provide QMP for class III ancillary concrete as specified in standard spec 716.

#### **C** Construction

Prior to backfilling, plug the upper end of the slotted drain as shown on the plans or as approved by the engineer.

Prior to backfill operations adjacent to the slotted area of the slotted corrugated metal pipe surface drain pipe, install timber blocks in the slots in accordance to the details as shown on the plans. Remove any material entering the pipe at no expense to the department.

Keep the timber blocks in place until final clean up operations are completed; at which time, remove the timber blocks.

Exercise care to avoid damage to the slotted corrugated metal pipe surface drain pipe. If any section of pipe is damaged or is unsatisfactory as determined by the engineer, replace the drain pipe at no expense to the department.

#### **D** Measurement

The department will measure Surface Drain Pipe Corrugated Metal Slotted (size), completed in accordance to the contract and accepted, in place by the linear foot.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT 521.2005.S.01 Surface Drain Pipe Corrugated Metal Slotted 18-Inch LF

Payment is full compensation for furnishing all materials; hauling and placing the pipe, including bands; making connections to existing inlets; furnishing concrete masonry, end plug or cap; and for cleaning out and restoring site of work. 521-005 (20120615)

# **14.8** Inlet Type 2 Special, Item SPV.0060.100.

#### **A Description**

Construct Inlet Type 2 Special as shown on the plans, or as directed by the engineer, and in accordance to standard spec 611 and as hereinafter provided.

#### **B** Materials

Materials shall be in accordance to standard spec 611.2. The rubber adjustment riser is to be on the department's approved product list.

#### C Construction

Construction shall be in accordance to the plans and with standard spec 611.3.

*Replace standard spec 611.3.3(1) with the following:* 

Set inlet cover on rubber adjustment riser ring. Use approved mastic adhesive between the ring and the inlet structure. Use an approved polyurethane adhesive with a flexible set between the ring and the inlet cover. Use two 5/16-inch beads of adhesive placed 1 inch and 2 inches in from the outside edge of the ring. If multiple adjustment rings are necessary, a maximum of two adjustment rings can be used. A maximum of 3 inch adjustment is allowed. Use polyurethane adhesive with a flexible set to join the two rings. If the adjustment rings must be cut, the joints must be staggered and a polyurethane adhesive used to reattach the cut ends. No concrete adjustment rings or mortar is to be placed between the top of the structure and the inlet cover.

#### **D** Measurement

The department will measure Inlet Type 2 Special as each individual inlet, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.100Inlet Type 2 SpecialEach

Payment is full compensation in accordance to standard spec 611.5. (NER 41-20110811)

# 14.9 Temporary Ditch Checks.

Complete work in accordance to standard spec 628 of the standards specifications and as herein provided. Erosion bales will not be allowed for construction of temporary ditch checks.

*Delete standard spec* 628.3.14(2) *and replace it with the following:* 

(2) Construct temporary ditch checks using a manufactured alternative from the PAL. Place temporary ditch checks across ditches at locations the plans show or as the engineer directs immediately after shaping the ditches or slopes. Excavate upstream sumps as the engineer directs.

Delete standard spec 628.4.17 and replace it with the following:

(1) The department will measure Temporary Ditch Checks by the linear foot acceptably completed.

(NER41-20100201)

# 14.10 Street Sweeping, Item SPV.0075.101; Emergency Street Sweeping, Item SPV.0075.102; Emergency Sweeping Mobilization, Item SPV.0060.103.

#### A Description

Remove small dirt and dust particles from the roadway using a street sweeper periodically during the project as directed by the engineer.

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

#### **C** Construction

Provide a self-contained mechanical or air conveyance street sweeper and dispose the accumulated material.

# **D** Measurement

The department will measure Street Sweeping and Emergency Sweeping by the hour that the street sweeper is on the project picking up and removing debris from the roadway, acceptably completed.

The department will measure Emergency Sweeping Mobilization as each mobilization for the purpose of Emergency Sweeping, 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.0075.101	Street Sweeping	Hours
SPV.0075.102	Emergency Street Sweeping	Hours
SPV.0060.103	Emergency Sweeping Mobilization	Each

Payment is full compensation for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work. (NER41-20100201)

# 14.11 Water for Seeded Areas, Item SPV.0120.104.

# **A Description**

This special provision describes furnishing, hauling and applying water to seeded areas as directed by the engineer, and as hereinafter provided.

#### **B** Materials

When watering seeded areas, use clean water, free of impurities or substances that might injure the seed.

#### **C** Construction

If rainfall is not sufficient, keep all seeded areas thoroughly moist by watering or sprinkling. Water for 30 days after seed placement or as the engineer directs. Apply water in a manner to preclude washing or erosion. The topsoil shall not be left un-watered for more than 3 days during this 30-day period unless the engineer determines that it is excessively wet and does not require watering. The equivalent of one inch of rainfall per week shall be considered the minimum.

#### **D** Measurement

The department will measure Water for Seeded Areas by volume by the thousand gallon units (MGAL), acceptably completed. The department will determine volume by engineer-approved meters or from tanks of known capacity.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0120.104Water for Seeded AreasMGAL

Payment is full compensation for furnishing, hauling, and applying the water. (NER12-1010)

# 14.12 Environmental Protection, By-Pass Pumping.

Supplement standard spec 107.18 as follows:

If by-pass pumping is required, the means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for each location it is required. The submittal shall include how the intake will be managed to not cause an increase in the background level turbidity during pumping; equipment pumping rate capabilities; discharge energy dissipation; and erosion controls. For by-pass pumping that will extend beyond one working day, the submittal should also include how the work zone will be managed and protected should the pump fail; be shut down due to unacceptable water quality; or storm water flows exceed the pumping rate of equipment. After setup of the approved by-pass pumping operation, the contractor shall demonstrate that the means and methods will pump the water at an acceptable water quality prior to starting work that necessitates the by-pass pumping. The cost of all work and materials associated with by-pass pumping is incidental to the bid items the work is associated with. Erosion control devices beyond the discharge energy dissipation point will be paid for at the contract unit prices for the items that are included in the plan. (NER 11-0711)

# 14.13 Removal of Large Inlet Structure 105ASB+61, SPV.0060.105.

#### A Description

This special provision describes removing existing large inlet wholly and properly disposing of the resulting materials in accordance to the plans, standard spec 204, and as hereinafter provided.

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

#### **C** Construction

Remove existing inlet structure entirely including any foundation supports.

#### **D** Measurement

The department will measure Removal of Large Inlet Structure 105ASB+61 as each individual inlet 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.0060.105 Removal of Large Inlet Structure 105ASB+61 Each

Payment is full compensation in accordance to standard spec 611.5. (NER12-1010)

#### 15. Miscellaneous Concrete.

#### 15.1 Concrete Sidewalk.

Supplement standard spec 602.3.2.5 as follows.

Saw all longitudinal sidewalk joints where sidewalk is constructed greater than 6 feet wide.

# 15.2 Colored Concrete Foundation 6-Inch Special, Item SPV.0060.004.

#### **A Description**

This special provision describes constructing special colored concrete foundation in accordance to the pertinent provisions of standard specs 405 and 415, the plan details, and as hereinafter provided.

#### **B** Materials

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

Conform to standard specs 405 and 415 and as follows:

Integrally color the concrete using non-fading synthetic iron oxides conforming to ASTM C979. Follow color pigment manufacturers recommendations for minimum and maximum percentage of loading by weight of the cementitious materials in the mix.

The integral color shall closely match to Federal Standard 595 Color Server, FS color 10076. Provide manufacturer's color chart for integral color to engineer for approval before use. All colored concrete shall originate from the same batch plant.

Add integral concrete colorant according to manufacturer's instructions.

Maintain mix characteristics for all colored concrete requiring a matching finish. Use the same source, brand, type, and color of Portland cement, supplementary cementitious materials, aggregates and admixtures for colored concrete throughout the project. Use constant cement content, supplementary cementitious material content and water/cementitious materials ratio in the concrete mix to maintain consistent color.

#### **B.2** Concrete Curing

Supply a clear, non-yellowing liquid membrane-forming clear curing compound conforming to ASTM C 1315, type 1 A.

#### **B.3** Mix Approval

#### **B.3.1** General

Perform preliminary laboratory and/or field trial batching to establish the mix proportions necessary to meet the final concrete characteristics.

Submit to the engineer the final mix design including specific sources and/or trade names as applicable for all materials.

#### **B.3.2 Test Panels**

At least fifteen working days prior to the start of the colored concrete foundation installation, supply and deliver at an engineer-determined location on the project, one 2-foot x 2-foot test panel of the colored concrete. Obtain approval from the engineer for the final color prior to placing any colored imprinted concrete in the field.

Prepare the concrete surfaces of the test panel using processes and techniques intended for use on permanent work, including curing procedures, stamping, coloring, and sealing as outlined in this section.

The engineer will determine acceptance of the test panel color based on review and approval by City of Appleton, City of Menasha and Town of Menasha representatives. Test panel color will be evaluated for approval no earlier than 5 days after the test panel was poured and sealed.

#### C Construction

Construct special colored concrete foundation in accordance to standard specs 405 and 415 and as shown in the plan details and as directed by the engineer.

# C.1 Equipment

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

#### C.3 Placement

Produce colored concrete in full cubic yard increments.

Produce consistent colored concrete mixes. Once colored concrete placement has started, the engineer will not allow variations in the amounts, types, or source of materials with the exception of minor adjustments of water and air-entraining agent as necessary. Other changes require the contractor to repeat the mix approval process.

Colored concrete mixes for matching colored items shall be consistent. If the contractor chooses to provide mixes with high early strength concrete, then all colored concrete for matching colored items shall be provided as high early strength concrete.

Schedule colored concrete placement to minimize exposure to rapid drying conditions, wind and full sun, before curing materials are applied. Do not place colored concrete if rain, snow, or freezing temperature is forecast within 24-hours.

Cover and protect adjacent construction and concrete from discoloration and spillage during placement and curing of colored concrete. Remove and replace discolored concrete as the engineer directs.

Perform finishing operations consistently to avoid discoloration in the finished colored concrete. Do not begin finishing until bleed water has left the surface. Addition of surface water for aiding in finishing (often referred to as blessing the concrete) is not allowed. If water is added to the surface of the colored concrete once concrete is in place, the engineer will reject the colored concrete. During final finishing and texturing apply all strokes in the same direction.

The final finish/texture shall be a medium broom finish.

Cure colored concrete in accordance to standard spec 415.3.12, using the impervious coating or impervious sheeting method. Protect colored concrete from premature drying and excessive cold or hot temperatures by prompt application of curing materials. Do not allow plastic sheeting to come in contact with colored concrete.

Protect the colored concrete from damage. Do not permit construction traffic or material storage on colored concrete. Exclude other foot traffic from colored concrete for at least 24 hours after placement.

#### **D** Measurement

The department will measure Colored Concrete Foundation 6-Inch Special each individual unit, acceptably completed.

## **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.004 Colored Concrete Foundation 6-Inch Special Each

Payment is full compensation for providing all materials (including concrete masonry, colored pigments, sealers, joint and bond breakers, and retarders); for developing mix designs and providing sample panels or test panels; including concrete, reinforcement, and expansion joints; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores and evaluating maturity; for placing, finishing, protecting, and curing.

(NER11-0127)

# 15.3 Concrete Curb and Gutter 78-Inch Integral Type A, Item SPV.0090.005.

#### A Description

This work consists of furnishing all materials and constructing a cast-in-place concrete curb and gutter section integral as shown on the plans, in accordance to standard spec 601, and as hereinafter provided.

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

#### C (Vacant)

#### **D** Measurement

The department will measure Concrete Curb and Gutter 78-Inch Integral Type A by the linear foot acceptably completed, measured along the gutter flow line.

#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.005 Concrete Curb and Gutter 78-Inch Integral Type A LF

Payment is full compensation for excavating and preparing the foundation; for providing all materials, including concrete, and expansion joints; placing, finishing, protecting and curing concrete.

(NER10/441-20130117)

# 15.4 Concrete Curb and Gutter 30-Inch HES Type A, Item SPV.0090.006.

#### **A Description**

This special provision describes constructing concrete curb and gutter HES with reinforcement. The work under this item shall be in accordance to the requirements of standard spec 601 for concrete curb and gutter.

#### **B** Materials

Furnish materials conforming to standard spec 601.2.

#### **C** Construction

All construction methods shall conform to standard spec 601.3.

#### **D** Measurement

The department will measure Concrete Curb and Gutter 30-Inch HES Type A 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.0090.006 Concrete Curb and Gutter 30-Inch HES Type A LF

Payment is full compensation for furnishing all foundation excavation and preparation; all special construction required at driveway and alley entrances, or curb ramps; for providing all materials, including concrete, expansion joints; for placing, finishing, protecting, and curing; for sawing joints; and for disposing of surplus excavation material, and restoring the work site. Payment also includes providing tie bars. (NER11-0127)

# 15.5 Concrete Sidewalk 7-Inch HES, Item SPV.0165.007.

#### **A Description**

This special provision describes constructing concrete sidewalk 7-inch using high early strength concrete as shown on the plans, directed by the engineer and as hereinafter provided.

#### **B** Materials

Furnish materials that are in accordance to the requirements of standard spec 602.2.

#### **C** Construction

Use construction methods conforming to standard spec 602.3.

Conform to standard spec 415.3.15 for opening to service.

#### **D** Measurement

The department will measure Concrete Sidewalk HES 7-Inch by the square foot, acceptably completed.

#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0165.007 Concrete Sidewalk 7-Inch HES SF

Payment is full compensation in accordance to standard spec 602.5.

# 15.6 Colored and Stamped Concrete, 5-Inch, Item SPV.0180.008.

#### A Description

This special provision describes furnishing and installing colored and imprinted concrete, complete and accepted in place, including base materials, sealer and samples in accordance to standard specs 405, 415 and 716, as shown on the plans, and as hereinafter provided.

Concrete contractor must have experience successfully installing stamped and colored concrete and shall provide, upon engineer's request, a written list of references specific to stamped and colored concrete projects in the upper Midwest prior to the start of construction.

#### **B** Materials

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

Conform to standard specs 405 and 415 and as follows:

Integrally color the concrete using non-fading synthetic iron oxides conforming to ASTM C979. Follow color pigment manufacturers recommendations for minimum and maximum percentage of loading by weight of the cementitious materials in the mix.

The integral color shall closely match to Federal Standard 595 Color Server, FS color 10076. Provide manufacturer's color chart for integral color to engineer for approval before use. All colored concrete shall originate from the same batch plant.

## **B.2** Concrete Curing

Supply a clear, non-yellowing liquid membrane-forming clear curing compound conforming to ASTM C 1315, type 1 A.

#### **B.3** Mix Approval

#### **B.3.1** General

Perform preliminary laboratory and/or field trial batching to establish the mix proportions necessary to meet the final concrete characteristics.

Submit to the engineer the final mix design including specific sources and/or trade names as applicable for all materials.

Concrete shall have a maximum 4" slump.

#### **B.3.2 Test Panels**

At least fifteen working days prior to the start of colored and imprinted concrete installation, supply and deliver at an engineer-determined location on the project, one 2-foot x 2-foot test panel of the colored imprinted concrete. Obtain approval from the engineer for the final color and stamp pattern prior to placing any colored imprinted concrete in the field.

Prepare the concrete surfaces of the Stamped and Colored Concrete Test Panel using processes and techniques intended for use on permanent work, including curing procedures, stamping, coloring, and sealing as outlined in this section.

The engineer will determine acceptance of the test panel color based on review and approval by City of Appleton, City of Menasha and Town of Menasha representatives. Test panel color will be evaluated for approval no earlier than 5 days after the test panel was poured and sealed.

#### **B.4 Stamp**

Use reusable elastomeric/urethane form liners of the architectural surface treatment(s) as detailed in the plans and hereinafter provided.

Pattern shall be "used brick" running bond pattern with individual "brick" dimensions of 2½ inches to 2 3/8 inches by 7 5/8 inches to 8 inches. Maximum relief of brick formliner shall be ½". Provide sample formliner pattern to engineer for approval before use.

#### **B.5** Antiquing Release Agent

Use a liquid antiquing release agent that is compatible with the form liner and coloring materials. Apply release agent in accordance to the manufacturer's recommendations.

The antiquing release agent color shall closely match to Federal Standard 595 Color Server, FS color 10045. Provide manufacturer's color chart for antiquing release agent to engineer for approval before use.

#### **B.6** Concrete Sealant

Use concrete sealant that is compatible with the form liner and installation methods.

Prime Sealant: Glossy Secondary Sealant: Matte

#### **C** Construction

Construct colored concrete in accordance to standard specs 405, 415 and 716 and as herein provided.

Coordinate locations of permanent signage requiring PVC pipe box outs per standard spec 634.3.2.

Colored and Stamped Concrete shall match the visual appearance of the approved sample. Replace Colored and Stamped Concrete, 5-Inch not conforming to the test panel at contractor expense.

#### C.1 Form Liner (Stamp) Preparation

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

#### C.2 Stamp

Coordinate with the engineer and verify stamping pattern orientation prior to starting the stamping work.

Stamping method shall be in accordance to manufacturer's specified methods. Prepare stamp tools with a full, smooth coat of antiquing release agent.

While concrete is still in the plastic state, apply imprinting tools to the surface and press into the concrete to create the desired impression. Check all depths of imprints by tool-to-tool surface leveling. Perform tooling as stamping tools are removed after imprinting. Eliminate all squeeze joints between stamping tools, if any, with hand tools prior to concrete setting. Finish all surfaces uniformly.

Ensure that the textured surface is free of laitance; sandblasting is not permitted. Grind or fill any blemishes.

Joint the concrete in accordance to standard spec 602.3.2.5 amended as follows: Delete paragraph (10). Saw joints such that the saw joint follows the concrete pattern recess.

## **C.3** Finishing

Allow concrete to cure for 24 hours after application of the antiquing release agents and stamp pattern.

Pressure wash concrete surface to remove approximately 75% of the antiquing release agent. Ensure that concrete is clean and dry before proceeding with concrete sealant.

Spray or roll on a single layer of gloss sealant. Follow by spraying on a single coat of matte finish sealer. Do not roll matte finish sealer onto concrete surfaces.

#### **D** Measurement

The department will measure Colored and Stamped Concrete, 5-Inch by the square yard of concrete pavement installed, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.008	Colored and Stamped Concrete, 5-Inch	SY

Payment is full compensation for preparing the foundation, unless provided otherwise; for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, colored pigments, sealers, joint and bond breakers, and retarders), hauling, preparing, placing, curing, and protecting the concrete; for stamping; for sawing required for construction of colored concrete; for jointing and joint materials, and tie bars; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; and for furnishing all removal of colored concrete.

## 15.7 Colored and Stamped Concrete 9-Inch, Item SPV.0180.009.

#### **A Description**

Construct colored and stamped concrete pavement in accordance to the standard specifications, as shown on the plans, and as hereinafter provided.

#### **B** Materials

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

Conform to standard spec 501 and as follows:

Integrally color the concrete using non-fading synthetic iron oxides conforming to ASTM C979 at a minimum percent loading of 6% and a maximum percent loading of 8% by weight of the cementitious materials in the mix.

The integral color shall closely match to Federal Standard 595 Color Server, FS color 10076. Provide manufacturer's color chart for integral color to engineer for approval before use.

Add integral concrete colorant according to manufacturer's instructions.

Maintain mix characteristics for all colored concrete requiring a matching finish. Use the same source, brand, type, and color of portland cement, supplementary cementitious materials, aggregates and admixtures for colored concrete throughout the project. Use constant cement content, supplementary cementitious material content and water/cementitious materials ratio in the concrete mix to maintain consistent color.

## **B.2** Concrete Curing

Supply a clear, non-yellowing liquid membrane-forming clear curing compound conforming to AASHTO M 148, Type 1.

#### **B.3** Admixtures

Use admixtures designed for use and compatible with colored concrete pigments. Do not use calcium chloride or admixtures containing chlorides.

## **B.4** Mix Approval

#### **B.4.1** General

Perform preliminary laboratory and/or field trial batching to establish the mix proportions necessary to meet the final concrete characteristics.

Submit to the engineer the final mix design including specific sources and/or trade names as applicable for all materials.

## **B.4.2** Trial Batch

If the engineer deems necessary, produce test panels to demonstrate the typical texture, surface finish, color, and color intensity.

At an engineer-determined location on the project, place and finish a 6-foot by 6-foot by 9-inch colored concrete test panel using processes and techniques intended for use on permanent work, including curing procedures. Produce test panels using the same workers who will perform the contract work. Retain samples of cements, sands, aggregates and color additives used in test panels for comparison with materials used in remaining work. For an accurate representation of the desired color or color intensity, produce the colored concrete

for the test panel in a minimum batch size of 2 cubic yards or in full cubic yard increments for batch sized greater than 2 cubic yards. Discard excess material.

The engineer will determine acceptance of the test panel color based on review and approval by City of Appleton, City of Menasha and Town of Menasha representatives. Test panel color will be evaluated for approval no earlier than 5 days after the test panel was poured and sealed

## B.5. Stamp

Use reusable elastomeric/urethane form liners of the architectural surface treatment(s) as detailed in the plans and hereinafter provided.

Pattern shall be "used brick" running bond pattern with individual "brick" dimensions of 2½ inches to 2 3/8 inches by 7 5/8 inches to 8 inches. Maximum relief of brick formliner shall be ½". Provide sample formliner pattern to engineer for approval before use.

## **B.6.** Antiquing Release Agent

Use a liquid antiquing release agent that is compatible with the form liner and coloring materials. Apply release agent in accordance to the manufacturer's recommendations.

The antiquing release agent color shall closely match to Federal Standard 595 Color Server, FS color 10045. Provide manufacturer's color chart for antiquing release agent to engineer for approval before use.

#### **B.7.** Concrete Sealant

Use concrete sealant that is compatible with the form liner and installation methods.

Prime Sealant: Glossy Secondary Sealant: Matte

#### **C** Construction

Construct colored concrete in accordance to standard spec 416 and the standard spec 716 for QMP Ancillary Concrete and as herein provided.

## C.1 Equipment

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

## **C.2 Form Liner (Stamp) Preparation**

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

#### C.3 Placement

Produce colored concrete in full cubic yard increments.

Produce consistent colored concrete mixes. Once colored concrete placement has started, the engineer will not allow variations in the amounts, types, or source of materials with the exception of minor adjustments of water and air-entraining agent as necessary. Other changes require the contractor to repeat the mix approval process.

Colored concrete mixes for matching colored items shall be consistent. If the contractor chooses to provide mixes with high early strength concrete, then all colored concrete for matching colored items shall be provided as high early strength concrete.

Schedule colored concrete placement to minimize exposure to rapid drying conditions, wind and full sun, before curing materials are applied. Do not place colored concrete if rain, snow, or freezing temperature is forecast within 24-hours.

Cover and protect adjacent construction and concrete from discoloration and spillage during placement and curing of colored concrete. Remove and replace discolored concrete as the engineer directs.

Perform finishing operations consistently to avoid discoloration in the finished colored concrete. Do not begin finishing until bleed water has left the surface. Addition of surface water for aiding in finishing (often referred to as blessing the concrete) is not allowed. If water is added to the surface of the colored concrete once concrete is in place, the engineer will reject the colored concrete. During final finishing and texturing apply all strokes in the same direction.

Cure colored concrete in accordance to standard spec 415.3.12, using the impervious coating or impervious sheeting method. Protect colored concrete from premature drying and excessive cold or hot temperatures by prompt application of curing materials. Do not allow plastic sheeting to come in contact with colored concrete.

Shake or spray antiquing release agent over concrete surface after applying the color hardeners.

#### C.4 Stamp

Coordinate with the engineer and to verify stamping pattern orientation prior to starting the stamping work. engineer will provide contractor with sample photographs at the request of the contractor.

Prepare stamp tools with a full, smooth coat of antiquing release agent.

While concrete is still in the plastic state, apply imprinting tools to the surface and press into the concrete to create the desired impression. Finish all surfaces uniformly.

Ensure that the textured surface is free of laitance; sandblasting is not permitted. Grind or fill any blemishes.

Protect the colored and stamped concrete from damage. Do not permit construction traffic or material storage on colored concrete. Exclude other foot traffic from colored concrete for at least 24 hours after placement.

## C.5 Finishing

Allow concrete to cure for 24 hours after application of the antiquing release agent and stamp pattern.

Pressure wash concrete surface to remove approximately 75% of the antiquing release agent. Ensure that concrete is clean and dry before proceeding with concrete sealant.

Spray or roll on a single layer of gloss sealant. Follow by spraying on a single coat of matte finish sealer. Do not roll matte finish sealer onto concrete surfaces.

Protect the colored concrete from damage. Do not permit construction traffic or material storage on colored concrete. Exclude other foot traffic from colored concrete for at least 24 hours after finishing.

#### **D** Measurement

The department will measure Colored and Stamped Concrete Pavement 9-Inch in accordance to standard spec 415.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0180.009Colored and Stamped Concrete 9-InchSY

Payment is full compensation for preparing the foundation, unless provided otherwise; for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, colored pigments, sealers, joint and bond breakers, and retarders), hauling, preparing, placing, curing, and protecting the concrete; for sawing required for construction of colored concrete; for finishing the concrete with specified formliner (stamp) pattern as indicated in plans; for jointing and joint materials, and tie bars; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; and for furnishing all removal of colored concrete.

## 15.8 Colored Concrete 5-Inch, SPV.0180.010.

#### **A Description**

Construct colored concrete in accordance to the standard specifications, as shown on the plans, and as hereinafter provided.

#### **B** Materials

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

Conform to standard spec 501 and as follows:

Integrally color the concrete using non-fading synthetic iron oxides conforming to ASTM C979 at a minimum percent loading of 6% and a maximum percent loading of 8% by weight of the cementitious materials in the mix.

Match the concrete color to Federal Standard 595 Color Server, FS color 10076.

Add integral concrete colorant according to manufacturer's instructions.

Maintain mix characteristics for all colored concrete requiring a matching finish. Use the same source, brand, type, and color of Portland cement, supplementary cementitious materials, aggregates and admixtures for colored concrete throughout the project. Use constant cement content, supplementary cementitious material content and water/cementitious materials ratio in the concrete mix to maintain consistent color.

#### **B.2** Concrete Curing

Supply a clear, non-yellowing liquid membrane-forming clear curing compound conforming to AASHTO M 148, type 1.

#### **B.3** Admixtures

Use admixtures designed for use and compatible with colored concrete pigments. Do not use calcium chloride or admixtures containing chlorides.

## **B.4** Mix Approval

#### **B.4.1** General

Perform preliminary laboratory and/or field trial batching to establish the mix proportions necessary to meet the final concrete characteristics.

Submit to the engineer the final mix design including specific sources and/or trade names as applicable for all materials.

#### **B.4.2** Trial Batch

If the engineer deems necessary, produce test panels to demonstrate the typical texture, surface finish, color, and color intensity.

At an engineer-determined location on the project, place and finish a 6-foot by 6-foot by 4-inch test panels using processes and techniques intended for use on permanent work, including curing procedures. Produce test panels using the same workers who will perform the contract work. Retain samples of cements, sands, aggregates and color additives used in test panels for comparison with materials used in remaining work. For an accurate representation of the desired color or color intensity, produce the colored concrete for the test panel in a minimum batch size of 2 cubic yards or in full cubic yard increments for batch sized greater than 2 cubic yards. Discard excess material.

The engineer will determine acceptance of the test panel color based on review and approval by City of Appleton, City of Menasha and Town of Menasha representatives. Test panel color will be evaluated for approval no earlier than 5 days after the test panel was poured and sealed.

#### C Construction

Construct colored concrete in accordance to standard spec 416 and the standard spec 716 for QMP Ancillary Concrete and as herein provided.

#### C.1 Equipment

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

#### C.3 Placement

Produce colored concrete in full cubic yard increments.

Produce consistent colored concrete mixes. Once colored concrete placement has started, the engineer will not allow variations in the amounts, types, or source of materials with the exception of minor adjustments of water and air-entraining agent as necessary. Other changes require the contractor to repeat the mix approval process.

Colored concrete mixes for matching colored items shall be consistent. If the contractor chooses to provide mixes with high early strength concrete, then all colored concrete for matching colored items shall be provided as high early strength concrete.

Schedule colored concrete placement to minimize exposure to rapid drying conditions, wind and full sun, before curing materials are applied. Do not place colored concrete if rain, snow, or freezing temperature is forecast within 24-hours.

Cover and protect adjacent construction and concrete from discoloration and spillage during placement and curing of colored concrete. Remove and replace discolored concrete as the engineer directs.

Perform finishing operations consistently to avoid discoloration in the finished colored concrete. Do not begin finishing until bleed water has left the surface. Addition of surface water for aiding in finishing (often referred to as blessing the concrete) is not allowed. If water is added to the surface of the colored concrete once concrete is in place, the engineer will reject the colored concrete. During final finishing and texturing apply all strokes in the same direction.

The final finish/texture shall be a medium broom finish.

Cure colored concrete in accordance to standard spec 415.3.12, using the impervious coating or impervious sheeting method. Protect colored concrete from premature drying and excessive cold or hot temperatures by prompt application of curing materials. Do not allow plastic sheeting to come in contact with colored concrete.

Protect the colored concrete from damage. Do not permit construction traffic or material storage on colored concrete. Exclude other foot traffic from colored concrete for at least 24 hours after placement.

#### **D** Measurement

The department will measure Colored Concrete 5-Inch in accordance to standard spec 415.

## E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0180.010 Colored Concrete 5-Inch SY

Payment is full compensation for preparing the foundation, unless provided otherwise; for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, colored pigments, sealers, joint and bond breakers, and retarders), hauling, preparing, placing, curing, and protecting the concrete; for sawing required for construction of colored concrete; for jointing and joint materials, and tie bars; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; and for furnishing all removal of colored concrete.

## 15.9 Colored Concrete 9-Inch, Item SPV.0180.011.

#### A Description

Construct colored concrete pavement in accordance to the standard specifications, as shown on the plans, and as hereinafter provided.

#### **B** Materials

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

Conform to standard spec 501 and as follows:

Integrally color the concrete using non-fading synthetic iron oxides conforming to ASTM C979 at a minimum percent loading of 6% and a maximum percent loading of 8% by weight of the cementitious materials in the mix.

Match the concrete color to Federal Standard 595 Color Server, FS color 10076.

Add integral concrete colorant according to manufacturer's instructions.

Maintain mix characteristics for all colored concrete requiring a matching finish. Use the same source, brand, type, and color of portland cement, supplementary cementitious materials, aggregates and admixtures for colored concrete throughout the project. Use

constant cement content, supplementary cementitious material content and water/cementitious materials ratio in the concrete mix to maintain consistent color.

## **B.2** Concrete Curing

Supply a clear, non-yellowing liquid membrane-forming clear curing compound conforming to AASHTO M 148, type 1.

#### **B.3** Admixtures

Use admixtures designed for use and compatible with colored concrete pigments. Do not use calcium chloride or admixtures containing chlorides.

## **B.4 Mix Approval**

## **B.4.1 General**

Perform preliminary laboratory and/or field trial batching to establish the mix proportions necessary to meet the final concrete characteristics.

Submit to the engineer the final mix design including specific sources and/or trade names as applicable for all materials.

#### **B.4.2** Trial Batch

If the engineer deems necessary, produce test panels to demonstrate the typical texture, surface finish, color, and color intensity.

At an engineer-determined location on the project, place and finish a 6-foot by 6-foot by 4-inch colored concrete test panel using processes and techniques intended for use on permanent work, including curing procedures. Produce test panels using the same workers who will perform the contract work. Retain samples of cements, sands, aggregates and color additives used in test panels for comparison with materials used in remaining work. For an accurate representation of the desired color or color intensity, produce the colored concrete for the test panel in a minimum batch size of 2 cubic yards or in full cubic yard increments for batch sized greater than 2 cubic yards. Discard excess material.

The engineer will determine acceptance of the test panel color based on review and approval by City of Appleton, City of Menasha and Town of Menasha representatives. Test panel color will be evaluated for approval no earlier than 5 days after the test panel was poured and sealed.

## **B.5.** Concrete Sealant

Use concrete sealant that is compatible with installation methods.

Prime Sealant: Glossy Secondary Sealant: Matte

#### **C** Construction

Construct colored concrete in accordance to standard spec 416 and the standard spec 716 for QMP Ancillary Concrete and as herein provided.

## C.1 Equipment

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

#### C.3 Placement

Produce colored concrete in full cubic yard increments.

Produce consistent colored concrete mixes. Once colored concrete placement has started, the engineer will not allow variations in the amounts, types, or source of materials with the exception of minor adjustments of water and air-entraining agent as necessary. Other changes require the contractor to repeat the mix approval process.

Colored concrete mixes for matching colored items shall be consistent. If the contractor chooses to provide mixes with high early strength concrete, then all colored concrete for matching colored items shall be provided as high early strength concrete.

Schedule colored concrete placement to minimize exposure to rapid drying conditions, wind and full sun, before curing materials are applied. Do not place colored concrete if rain, snow, or freezing temperature is forecast within 24-hours.

Cover and protect adjacent construction and concrete from discoloration and spillage during placement and curing of colored concrete. Remove and replace discolored concrete as the engineer directs.

Perform finishing operations consistently to avoid discoloration in the finished colored concrete. Do not begin finishing until bleed water has left the surface. Addition of surface water for aiding in finishing (often referred to as blessing the concrete) is not allowed. If water is added to the surface of the colored concrete once concrete is in place, the engineer will reject the colored concrete. During final finishing and texturing apply all strokes in the same direction.

Cure colored concrete in accordance to standard spec 415.3.12, using the impervious coating or impervious sheeting method. Protect colored concrete from premature drying and excessive cold or hot temperatures by prompt application of curing materials. Do not allow plastic sheeting to come in contact with colored concrete.

Protect the colored concrete from damage. Do not permit construction traffic or material storage on colored concrete. Exclude other foot traffic from colored concrete for at least 24 hours after placement.

#### C.2 Finishing

Spray or roll on a single layer of gloss sealant. Follow by spraying on a single coat of matte finish sealer. Do not roll matte finish sealer onto concrete surfaces.

Protect the colored concrete from damage. Do not permit construction traffic or material storage on colored concrete. Exclude other foot traffic from colored concrete for at least 24 hours after finishing.

#### **D** Measurement

The department will measure Colored Concrete 9-Inch in accordance to standard spec 415.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0180.011Colored Concrete 9-InchSY

Payment is full compensation for preparing the foundation, unless provided otherwise; for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, colored pigments, sealers, joint and bond breakers, and retarders), hauling, preparing, placing, curing, and protecting the concrete; for sawing required for construction of colored concrete; for finishing the concrete as indicated in plans; for jointing and joint materials, and tie bars; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; and for furnishing all removal of colored concrete.

## 16. Signing and Marking

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

#### A Description

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

#### **B** Materials

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

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

#### **C** Construction

## C.1 General

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

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

## C.2 Groove Depth

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

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

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

#### **C.4** Groove Position

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

## **C.5** Groove Cleaning

## C.5.1 Concrete

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

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

#### C.5.2 New Asphalt

Groove pavement five or more days after paving.

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

#### C.5.3 Existing Asphalt

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

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

## **C.6 Tape Application**

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

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

- 1) For the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee:
  - Apply SPA-60 during May 1 to September 30, both dates inclusive due to Volatile Organic Compound Limitations.
  - Apply P-50 during October 1 to April 30, both dates inclusive.
- 2) For the remainder counties:
  - Apply either adhesive.

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

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

#### **D** Measurement

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

#### E Payment

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

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

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.

16.2 Pavement Marking Grooved Contrast Preformed Thermoplastic Arrows Type 1, Item SPV.0060.300; Arrows Type 2, Item SPV.0060.301; Arrows Type 2R, Item SPV.0060.302; Arrows Type 3, Item SPV.0060.303; Arrows Type 3R, Item SPV.0060.304; Words, Item SPV.0060.305; Yield Line 18-Inch, Item SPV.0090.306; 8-Inch, Item SPV.0090.307; Crosswalk 6-Inch, Item SPV.0090.308:

## **A Description**

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

#### **B** Materials

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

#### **C** Construction

#### C.1 General

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

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

## C.2 Groove Depth

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

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

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

#### **C.4** Groove Position

Position the groove edge in accordance to the plan details.

#### C.4.1 Linear Marking

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

#### C.4.2 Special Marking

Groove a box around the special marking up to 4 inches from the perimeter of the special marking. Groove multiple boxes for Word Items.

## **C.5** Groove Cleaning

#### C.5.1 Concrete

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

## C.5.2 New Asphalt

Groove pavement 10 or more days after paving. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove.

## **C.5.3** Existing Asphalt

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

#### C.5.2 Asphalt

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

## **C.6 Preformed Thermoplastic Application**

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

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

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

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

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

The sealant must be wet.

#### **D** Measurement

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

The department will measure Pavement Marking Contrast Grooved Preformed Thermoplastic (Type) in length by the linear foot of tape placed in accordance to the contract and accepted.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.300	Pavement Marking Contrast Grooved Preformed	Each
	Thermoplastic Arrows Type 1	
SPV.0060.301	Pavement Marking Contrast Grooved Preformed	Each
	Thermoplastic Arrows Type 2	
SPV.0060.302	Pavement Marking Contrast Grooved Preformed	Each
	Thermoplastic Arrows Type 2R	
SPV.0060.303	Pavement Marking Contrast Grooved Preformed	Each
	Thermoplastic Arrows Type 3	
SPV.0060.304	Pavement Marking Contrast Grooved Preformed	Each
	Thermoplastic Arrows Type 3R	
SPV.0060.305	Pavement Marking Contrast Grooved Preformed	Each
	Thermoplastic Words	
SPV.0090.306	Pavement Marking Contrast Grooved Preformed	LF
	Thermoplastic Yield Line 18-Inch	
SPV.0090.307	Pavement Marking Grooved Contrast Preformed	LF
	Thermoplastic 8-Inch	
SPV.0090.308	Pavement Marking Contrast Grooved Preformed	LF
	Thermoplastic Crosswalk 6-Inch	

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

## 17. Lighting/Electrical.

## 17.1 General Requirements for Electrical Work.

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

(7) The approved products lists located at: http://www.dot.state.wi.us/business/engrserv/electric/index.htm

Contact information for the Wisconsin Department of Transportation Northeast Region Electrical Unit: Robert Schuurmans / (920) 492-5710 / Robert.schuurmans@dot.wi.gov.

# 17.2 Electrical Service Meter Breaker Pedestal (CB-100), Item 656.0200.001. Electrical Service Meter Breaker Pedestal (CB-200), Item 656.0200.002.

## **A Description**

This work shall be in accordance to the requirements of standard spec 656, the plans, standard detail drawings, and as hereinafter provided.

#### **B** Materials

Amend standard spec 656.2.3, Meter Breaker Pedestal Service, paragraph (1) to read as follows:

(1) Furnish an approved service having a meter breaker pedestal, 22,000-AIC circuit breakers unless the local utility requires otherwise, grounding electrodes and connections, conduit and fittings, and all necessary conductors and equipment required by the WSEC and the utility for a service connection. Furnish a pedestal with two 100 A 2-pole breakers for any meter with shared ITS uses which are intended to provide electrical service for a WisDOT street lighting system as well as an ITS camera system. Additional breakers are not required for non-shared meter pedestals. When the meter breaker pedestal is energized, install an approved meter seal at all access points on the meter trough. Meter shall be time of use type.

Amend standard spec 656.2.3, Meter Breaker Pedestal Service, by adding the following paragraph:

- (2) Furnish meter pedestal with a painted finish. Paint meter pedestal using an epoxy primer and topcoat to match the lighting control cabinet finish.
- (3) Feeder wire between meter pedestal and main panel board shall be routed through the bottom of the cabinet enclosure and within conduit. Entry through the side of the cabinet enclosure is not allowed.

#### C Construction

Amend standard spec 656.3.2, Service Lateral, paragraph (1) to read as follows:

• (1) The local utility shall furnish and install a 200 A, 120/240 volt AC, single phase, 3-wire underground electrical service lateral. Arrange and assume responsibility for the timely installation of the service lateral by the utility. The lateral shall be terminated at a meter pedestal as the plans show.

Submit the application to the utility for all required electrical services. Pay the utility installation costs promptly and seek reimbursement through the "Electrical Service Lateral" administrative contract bid item.

Arrange for future monthly energy usage billing to be established in the name of the appropriate entity. For department maintained facilities, contact WisDOT Northeast Region for this information. For locally owned facilities, contact the local municipality.

Ensure that electrical service is installed and energized a minimum of one week prior to the lighting system activation deadline.

#### **D** Measurement

The department will measure the Electrical Service Meter Breaker Pedestal bid item as a single lump sum for each service, acceptably completed.

#### E Payment

The department will pay for measured quantities in accordance to the plans and standard spec 656.5.

ITEM NUMBER	DESCRIPTION	UNIT
656.0200.001	Electrical Service Meter Breaker Pedestal (CB-100)	LS
656.0200.002	Electrical Service Meter Breaker Pedestal (CB-200)	LS

Payment is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor rods, nuts, and washers; for bar steel reinforcement, if required; and for excavating, backfilling, and disposing of surplus materials.

# 17.3 Lighting Control Cabinet – Roundabout, Item SPV.0060.351; Lighting Control Cabinet – Menasha, Item SPV.0060.352.

## **A Description**

This special provision describes furnishing and installing a Lighting Control Cabinet. Work under this item shall be in accordance to the Standard Specifications, the qualified products list, this special provision, and the plans.

#### **B** Materials

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

Furnish a 120/240 volt - single phase Lighting Control Cabinet from the WisDOT qualified electrical products list, with the equipment alterations noted hereinafter.

#### **B.2** Enclosure

Furnish enclosure with minimum width of 30 inches. Maintain applicable Code working clearances between equipment mounted within the enclosure.

#### **B.3** Load Center

Furnish a 100 amp - 120/240 volt - 22 kA - 30 position (min.) - main lugs only type load center. Furnish feeder and branch circuit breakers as detailed in panelboard schedules in the plans. Service main breaker to be located in the meter pedestal.

#### **B.4** Termination Blocks

Furnish termination blocks as detailed in the panelboard schedules in the plans. All exit feeder terminal blocks, including ground lugs shall accept #10 AWG (CU) through 1/0 AWG (CU) wires.

## **B.5** Light Bar and Receptacle

Furnish a 20 ampere - 120 volt - commercial grade - GFI duplex receptacle. Furnish a galvanized steel outlet box with cover and a 3 watt (max.) - 120 volt - commercial grade – 13 (approx.) LED light bar. Light mounting position at the top of the cabinet to reduce glare. Furnish switch to turn on cabinet light by opening the cabinet door.

#### **B.6 Contactors**

Furnish 2 pole -120 volt coil contactors as detailed in the panelboard schedules in the plans.

#### **B.6 Incidental Materials**

Furnish necessary wiring, miscellaneous accessories, and hardware as required for a complete and fully operational unit.

## **C** Construction

Install the cabinet and necessary wiring, miscellaneous accessories, and hardware as required for a complete and fully operational unit. Follow manufacturer instructions for installation

Exposed threaded equipment mounting hardware shall be stainless steel. Coat threaded stainless steel hardware and dissimilar metal threaded hardware with an approved zinc-based anti-seize compound.

#### **D** Measurement

The department will measure Lighting Control Cabinet – (Location) 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.0060.351	Lighting Control Cabinet – Roundabout	Each
SPV.0060.352	Lighting Control Cabinet – Menasha	Each

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

## 18. Intelligent Transportation Systems (ITS).

## 18.1 Intelligent Transportation Systems – General Requirements.

## Substandard spec 106.3 – Approval of Materials

Supplement standard spec 106.3 with the following:

## **Design/Shop Drawings**

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

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

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

- Mounting assemblies for the vehicle speed and classification sensors, including their attachment to the structure.
- · Any contractor-designed structure or foundation.

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

## 18.2 Intelligent Transportation Systems – General Requirements.

## **A Description**

## A.1 General

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

Unusual aspects of this project include:

• The department will furnish some of the equipment to be installed. Make a reasonable effort to discover defects in that equipment prior to installing it.

## **A.2 Surge Protection**

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

#### **B** Materials

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

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

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

#### **B.2** Outdoor Equipment

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

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

## **B.3** Custom Equipment

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

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

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

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

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

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

#### **B.3** Environmental Conditions

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

- Vibration and Shock: Vehicle speed and classification sensors and any other equipment mounted atop poles or on structures shall not be impaired by the continuous vibration caused by winds (up to 90 mph with a 30 percent gust factor) and traffic.
- Duty Cycle: Continuous
- Electromagnetic Radiation: The equipment shall not be impaired by ambient electrical or magnetic fields, such as those caused by power lines, transformers, and motors. The equipment shall not radiate signals that adversely affect other equipment.
- Electrical Power:

- Operating power: The equipment shall operate on 120-volts, 60-Hz, single-phase unless otherwise specified. It shall conform to its specified performance requirements when the input voltage varies from 89 to 135 volts and the frequency varies +3 Hz.
- High frequency interference: The equipment operation shall be unaffected by power supply voltage spikes of up to 150 volts in amplitude and 10 microseconds duration.
- Line voltage transients: The equipment operation shall be unaffected by voltage transients of plus or minus 20 percent of nominal line voltage for a maximum duration of 50 milliseconds. Equipment in the field shall meet the power service transient requirements of NEMA Standard TS-2 when connected to the surge protectors in the cabinets.
- Temperature and Humidity:
- Field equipment: Equipment in the field shall meet the temperature and humidity requirements of NEMA Standard TS-2. Liquid crystal displays shall be undamaged by temperatures as high as 165 degrees F, and shall produce a usable display at temperatures up to 120 degrees F.
- Equipment in Controlled Environments shall operate normally at any combination of temperatures between 50 degrees F and 100 degrees F, and humidity's between 5 percent and 90 percent, non-condensing, and with a temperature gradient of 9 degrees F per hour.

## **B.4 Patch Cables and Wiring**

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

## **B.5** Surge Protection

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

- The protectors shall suppress a peak surge current of up to 10k amps.
- The protectors shall have a response time less than one nanosecond.
- The protector shall clamp the voltage between the two wires at a voltage that is no more than twice the peak signal voltage, and clamp the voltage between each wire and ground at 50 volts.
- The first stage of protection shall be a three-element gas discharge tube, and the second stage shall consist of silicon clamping devices.

- The protector shall also contain a resettable fuse (PTC) to protect against excessive current.
- There shall be no more than two pairs per protector.
- It shall be possible to replace the protector without using tools.

Cables carrying power to curve signs shall be protected at the cabinet by grounded metal oxide varistors of appropriate voltages. The varistors must be at least 0.8 inch in diameter.

#### C Construction

#### C.1 Thread Protection

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

#### **C.2** Cable Installation

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

## C.3 Wiring

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

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

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

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

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

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

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

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

## **C.4 System Operations**

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

#### **C.5** Surge Protection

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

#### **D** Measurement

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

#### **E** Payment

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

## 18.3 Intelligent Transportation Systems – Conduit.

*Supplement standard spec 671.2 with the following:* 

#### 671.2.4 Locate Wire

Furnish and install a No. 14 AWG stranded copper wire for future locate purposes through each conduit run. Connect the locate wire by using a wire nut at each pull box, manhole, or other access point. Alternatively, use a single wire through the access points. All material furnished under this item shall meet the requirements of standard spec 655. 671-005 (20100630)

## 18.4 Surge Suppressors ITS Cabinets.

## **A Description**

This special provision describes surge suppression requirements for microwave vehicle detectors, cameras, radios and misc equipment in ITS Cabinets. Surge suppressors shall be installed in each ITS cabinet. All non-fiber conductors or cables shall be protected as they enter or leave the cabinet to form a protective perimeter around the cabinet. This includes incoming power unless provided with cabinet or otherwise noted.

Surge suppression shall be included with each ITS related cabinet installation.

#### **B** Materials

Conform all materials and workmanship to the latest editions of the following standards and publications referenced in various parts of this article:

- ANSI/IEEE C62.1 Standard for Surge Arrestors for AC Power Circuits
- Underwriters Laboratories, UL 1449 Standard for Safety, Transient Voltage Surge Suppressors, Revised edition.
- UL 96A Installation Requirements for Lightning Protection Systems.

## **B.1** AC Power Suppression

Provide surge suppressors rated for category A in a parallel shunt design, clamping each conductor to ground.

AC circuit suppressors shall meet or exceed the following minimum criteria:

- · L-L, L-N, L-G and N-G protection modes
- 10 year warranty
- · U.L. 1449 listed
- Single impulse withstand rating: 25,000 A (8 x 20 μs waveform) plus power-follow per wire.
- Pulse lifetime rating (3,000 A 8 x 20 μs plus power-follow): 1,000 occurrences.
- Minimum energy handling capability 1,500 joules
- Worst case response time: 5 μs
- Maximum clamping voltage (voltage with input current of 3,000 A 8 x 20  $\mu$ s plus power-follow):

Normal Applied	Maximum
Circuit Voltage	Clamp
120V	300V
240V	550V
277V	1,000V
480V	2,000V

(Energy rating @10 x 1000 μs waveform plus power-follow.)

- UL listed and approved for the location in which they are installed.
- Provide visible indication of suppressor failure. Arrange shunt TVSS elements to fail open.

## **B.2 Data and Signal Suppression**

Provide control circuit suppressors that are multi-stage protected design. Suppressors must be designed for the data, signal or LAN to be protected.

Minimum performance criteria (each circuit) shall be as follows:

- Surge Capacity: 10 KA (8 x 20 μs)
- Din Rail mountable
- Ambient Temp -40°F to 160°F
- U.L listed
- 10 year warranty

#### **C** Construction

Mount the DIN rail mountable surge suppression assembly in the associated cabinet as shown on the plans or as directed by the engineer following the manufacturer's recommended installation procedures.

## C.1 Bonding and Grounding Conductors and Materials

Use conductors for individual surge suppressor bonding specified in UL 96A for the lightning protection circuit unless otherwise specified. Make connections as specified in UL 96A unless otherwise specified. Aluminum conductors are not acceptable.

## **C.2** Segregation of Wiring

Classify all system wiring into protected and non-protected categories. Wiring on the exposed side of suppression devices is considered unprotected. Surge suppressor grounding and bonding conductors also fall into this category. All wiring between surge suppressors and protected equipment is considered protected. Wiring that is wholly within a protected cluster and thereby exempted from surge suppression requirements is also considered protected.

Provide a minimum of 3 inches of separation between parallel runs of protected and unprotected wiring in cabinets. Do not bundle protected and unprotected wiring together or route through the same wireway. Where bundles of protected and unprotected wiring cross, cross them at right angles with a minimum of 1 inch of separation or a ferrous shield between the conductors.

#### **C.3** Installation of Suppressors

Mount, install, and ground all suppressors per the manufacturer's requirements. Give special attention to grounding requirements and minimum conductor sizes. Install individual suppressors as close as possible to the equipment to be protected consistent with available space. Where space permits and no code restrictions apply, install suppressors within the same cabinet as the protected equipment. Install bonding jumpers not exceeding 2 inches in length between the chassis and suppressor ground terminals. Use bolted connections with star washers to ensure electrical and mechanical integrity of connections to the equipment chassis. Install suppressors in a neat, logical manner. Lead dress shall be consistent with recommended industry practices for the system on which these devices are installed. Keep bonding between ground terminals for power and control or signal line suppressors serving a particular item or cluster of equipment as short as possible. Remove any paint in the area of the bond and use star washers to attach.

#### D (Vacant)

#### E Payment

Payment for providing surge suppression is incidental to the Ramp Closure Gates Solar bid item

# 18.5 Ramp Closure Gates Solar 24-FT, Item 662.2024.S; Ramp Closure Gates Solar 40-FT, Item 662.2040.S.

## **A** Description

This special provision describes providing solar-powered freeway on-ramp closure gates on type 5 steel luminaire poles. This special provision also describes furnishing and delivering spare gate arms and flashers.

## **B** Materials

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

Provide five user manuals and a listing of vendors and contact information for each manufactured component including flasher electrical components.

The engineer may allow alternates equal to specified manufactured components. The engineer may require plan detail modifications to accommodate alternates. The engineer may accept alternate arms or mounting adaptors only if the contractor can demonstrate that the department can easily remove and replace the arms.

#### **B.2** Components

Furnish type 5 steel poles designed to carry twin 15-foot luminaire arms and conforming to standard spec section 657 and with dimensions for acceptable installation of the ramp gate hardware as shown on the detail. Ensure a contiguous pole by eliminating the hand hole near base of pole, thus allowing uninhibited mounting of the gate pivot assembly.

Furnish galvanized steel nuts and bolts conforming to ASTM A307 except where designated as high strength (HS), conform to ASTM A325. For the ramp closure gate locking mechanism, furnish a handle nut to fit on a 3/4-inch bolt.

Furnish grade A36 steel for the gate supports, gate pivot assembly, and associated hardware galvanized after fabrication by either a mechanical or hot-dip process. Grind welded connections, rough edges, and burrs smooth before galvanizing to ensure a finished appearance. Ensure that the galvanized coating conforms to ASTM A 153.

Provide aluminum/fiberglass gate arms of the nominal length the bid item indicates and conforming to plan dimensions. Cover gate arms on two sides with alternating red and white shop-applied type H reflective from the department's approved products list. Also provide a shear pin base that is the manufacturer's "permanent pivot" style. Obtain components from:

B&B Roadway 15191 Hwy 243 Russellville, AL 35654 Tel: (888) 560-2060

Gate arm: model MU605

Furnish a worm gear winch with a single line vertical lift capacity of 2000 lbs. Ensure that the winch has hardened steel gears, a handgrip, permanently lubricated bearings, a reinforced arc-welded reel assembly, and mounting plate. Ensure that the winch can be mounted to the winch mount plate shown on the construction details and the handgrip can be operated without conflict with the pole or ramp gate assembly. Furnish a 2-inch outdoor rated, rot resistant polyester strap for the connection between the worm gear winch and the gate arm pivot assembly.

Furnish solar power system and batteries conforming to the following:

#### 1. Cabinet

The cabinet shall be manufactured of 0.125-inch sheet aluminum. Nominal cabinet dimensions shall be 26.25 inches high by 15.5 inches wide by 14.75 inches deep. The cabinet shall be a two-compartment type; the bottom compartment shall have a neoprene gasket seal so as to prevent battery gases from seeping into the top compartment. The cabinet shall have wire screened insect proof louvers on each side of both compartments for ventilation. The louvers shall be designed to not allow any rain to enter the cabinet. On the bottom of the cabinet there shall be two screened insect proof drain holes.

The door shall be a single unit with a continuous piano hinge riveted to the door and the cabinet. The door shall incorporate a neoprene gasket which, when closed, forms a snug weather tight seal. The door lock shall be a standard police lock reinforced with a steel plat which is keyed the same as the standard traffic control cabinets.

Each cabinet shall be equipped with the necessary rigid back wall for mounting to a traffic signal standard. The cabinet shall have a 1-inch diameter cable entry hole at each mounting location on the back.

#### 2. Control Panel

The control panel containing the electronics shall be mounted in the top compartment of the cabinet using bolts with wing nuts. The solar panel and battery shall be connected directly to the solar charge controller terminals. All modular components shall be easily removed for replacement or maintenance.

The solar panels, load, and battery shall be fused.

Furnish the cabinet with a 10 position terminal block for the 12 VDC power distribution. Furnish power wire terminal strips 10 position feed-through terminal blocks UL recognized for No. 22 AWG wire through No. 16 AWG wire and UL rated for 15 amps. The terminals shall be tin-plated brass with brass clips and clamps.

## 3. Solar Charge Controller

The solar charge controller shall control battery charging through pulse width, modulated, temperature compensating, constant charging algorithm. The solar charge controller shall have both a low voltage disconnect (LVD) of 11.4 VDC and a high voltage disconnect (HVD) of 15.5 VDC. A liquid crystal display (LCD) of battery voltage, solar array current, and load current shall be available with the solar charge controller. In addition, colored LEDs shall display battery state. A green LED shall indicate full charge, amber LED shall indicate half charge, and a flashing red LED shall indicate low charge. A solid glowing red LED shall indicate the load has been disconnected. A separate green LED shall indicate the battery is being charged.

The solar charge controller shall have a load disconnect pushbutton. When the load is disconnected the button shall glow red.

The solar charge controller shall be capable of operating in a temperature range of 40° C and +85° degrees C.

Wire terminations to the solar charge controller shall be accomplished using Euro style terminations.

## 4. Solar Panel

The solar panel shall be a 50-watt high efficiency, single crystal silicon solar cells that are laminated to glass with layers of ethylene vinyl acetate (EVA). The panel shall be self-cleaning, impact resistant, highly transmissive, tempered glass superstate. The panel module frame shall be made of extruded, polymer coated aluminum alloy or similar approved construction. The panel module junction box shall be a UV resistant, weatherproof wire termination system that handles #14 AWG to #8 AWG wiring. The minimum wattage for the system shall be determined by the supplier, with design calculations submitted with the bid.

#### 5. Solar Panel Mount

The solar panel mounting system shall consist entirely of non-corrosive materials, including aluminum brackets and zinc-plated hardware. The solar panel shall be mounted at angle of 60 degrees from horizontal, shall mount to a pole with a nominal diameter of 4-inches, and shall be designed for minimum of 30 pound per square foot.

## 6. Battery

The battery shall be a 99-amp-hour type 31 AGM maintenance-free, deep cycle, 12 volt DC battery. It shall contain valve regulation with a self-discharge rate of 1% per month or less (at 20° C). The battery shall utilize T881 terminals. The positive terminal shall be covered with a rubber boot to protect the battery from accidental shorting. Place dielectric grease on battery terminals.

Furnish gate flasher assemblies conforming to the following:

- 1. A 2-conductor battery connector, rated 12 volts at 5 amps minimum.
- 2. A 2-amp weather resistant in-line fuse and fuse holder.
- 3. Wiring harness made from 6-conductor 14 AWG stranded insulated control cable.
- 4. A 12 V flasher controller, capable of providing LED flashers with 5% to 100% duty cycle at a one-second pulse repetition rate.
- 5. A 4-conductor male/female electrical connector pair, 10 amp capacity for each connection, weather resistant, and mounted to allow rapid gate arm replacement.
- 6. A 5-amp mercury switch with less than 3 ohms "on" resistance and a 20 to 30 degree activation angle. Mount the switch on the gate arm to activate the flashers when the gate arm is lowered more than 45 degrees from vertical.
- 7. Furnish red LED flashers meeting the requirements of the MUTCD and/or AREMA standards for hue and brightness.

Power consumption	0.45 amp @ 10.5 V
Life expectancy	100,000 hrs
Directionality	0-degree cone orthogonal to face of flasher
Compliance temperature	-40° C to +70° C

Furnish electrical wires with jackets conforming to the following color scheme throughout the ramp closure gate system:

- From Solar Panel to Controller Cabinet
  - Positive = Blue
  - Negative = White
- From Controller Cabinet to Gate Arm Flashers
  - Common = White
  - Flasher Circuit #1 = Red
  - Flasher Circuit #2 = Blue

Furnish a weatherproof hardened steel padlock with a minimum 2 1/4-inch shackle height and user programmable 4-digit combination.

## **C** Construction

## **C.1 Ramp Closure Gates**

Under the Ramp Closure Gates bid items, provide ramp closure gate at the locations the plans show. Apply marine grade anti seize compound to all bolt threads and to the interface between the aluminum base and steel pole. The engineer may direct adjustment of the gate arm assembly to ensure the correct vertical and angular orientation of the completed closure gate.

Install the solar power system and battery as the plans show. The engineer may direct adjustment of the solar power unit to ensure the correct orientation to the sun.

Connect the battery to the wiring harness through the female side of a 2-terminal polarized electrical connector. Connect male side of this connector to the flasher controller and the female side of a weatherproof polarized 4-conductor electrical connector.

Attach the male side of the 4 conductor electrical connector, mercury switch, wiring harness, and the three LED flasher units to the portion of the flasher assembly mounted on the breakaway portion of the gate arm. Adjust mercury switch so that as the gate arm is lowered to a maximum of 45 degrees from the vertical, the gate flasher assembly is energized, and the LEDs begin to flash. Ensure that when the gate arm is raised to a minimum of 15 degrees from vertical, the mercury switches the gate flasher assembly off.

Install structure identification plaques in the location the plan details show. Coordinate with Randy Asman, (920) 492-7719, for specific details regarding the identification plaques numbers.

#### **D** Measurement

The department will measure the Ramp Closure Gates Solar bid items as each individual installation, acceptably completed.

The department will measure the Ramp Closure Gate Arms Stockpile bid items and Ramp Closure Gate Flashers Stockpile as each individual unit, acceptably furnished and delivered

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
662.2024.S	Ramp Closure Gates Solar 24-FT	Each
662.2040.S	Ramp Closure Gates Solar 40-FT	Each

Payment for the Ramp Closure Gate Solar bid items is full compensation for providing ramp closure gates including support poles; for gate arm assemblies including guides, collars, and gate arms; for cabinets, wiring, and power converters; for structure identification plaques; for gate flashers; and for padlock.

Payment for the Ramp Closure Gate Arms Stockpile is full compensation for furnishing and delivering spare ramp closure gate arms.

Payment for the Ramp Closure Gate Flashers Stockpile is full compensation for furnishing and delivering ramp spare closure gate flasher assemblies. 662-010 (20140630)

## 18.6 Remove and Deliver Existing Ramp Gate, Item SPV.0060.010.

## **A Description**

This special provision describes removing existing ramp gates in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided. Furnishing, installing, and constructing new ramp rates shall be paid for separately.

## **B** (Vacant)

#### C Construction

Arrange for the de-energizing of the ramp gates with the local electrical utility after receiving approval from the engineer that the existing ramp gate items can be removed.

Notify the department at least five working days prior to the removal of the ramp gate items. Complete the removal work as soon as possible following shut down of this equipment.

Remove identified standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the identified bases from each gate. Remove the identified poles, arms, solar components, controller cabinets, hardware, flashers, and wiring/cabling from each ramp gate installation. Ensure that all access hand hole doors and all associated hardware remain intact. Properly dispose of the underground cable, internal wires, and fiber optic cable. Deliver the remaining materials to the department. Contact the department at least five working days prior to delivery to make arrangements.

#### **D** Measurement

The department will measure Remove and Deliver Existing Ramp Gate as each individual installation removed and delivered to the department, acceptably completed.

## **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.010	Remove and Deliver Existing Ramp Gate	Each

Payment is full compensation for removing, disassembling ramp gates, scrapping of some materials, disposing of scrap material, for delivering the requested materials to the department, and incidentals necessary to complete the contract work.

## 19. Landscaping.

## 19.1 Furnishing and Planting Plant Materials.

The work under this item shall be in accordance to the plans, standard spec 632, as shown on the plans, and as hereinafter provided.

*Modify standard spec 632.2.1 to include the following:* 

All plants shall be grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois, Indiana or Ohio located within Zone 5 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January, 1990, unless otherwise approved by the engineer.

*Modify standard spec 632.2.2.8 as follows:* 

A list of sources for plants shall be furnished in accordance to standard spec 632.2.2.8 before planting begins for fall-planted plants and before March 15 for spring-planted plants. All sources will be subject to verification by the engineer.

*Modify standard spec 632.2.3.4 to include the following:* 

Planting mixture blend shall be reviewed and approved by the engineer or construction representative before use on project. The engineer reserves the right to reject planting mixture that does not conform to the specifications and/or does not come with the appropriate material certificates. The engineer may require the contractor to take samples (for USDA soil texture classification, pH, % organic matter, nutrient content, cation exchange capacity, soluble salts, and the presence of any materials deleterious to plant growth) and provide testing through a qualified testing laboratory approved by the State of Wisconsin to confirm that topsoil meets the requirements outlined in standard spec 625.

Modify standard spec 632.2.7 as follows: Do not use wrapping on plant material.

*Modify standard spec 632.2.9 as follows:* 

Rodent protection shall be rigid plastic mesh made of recycled HDPE with an open mesh matrix <sup>3</sup>/<sub>4</sub>" by <sup>3</sup>/<sub>4</sub>" with each strand approximately 1/8" x 1/8" x 1/8". Product shall be UV treated and shall have a life expectancy of up to five years. Protection shall be 48 inches high. Contractor shall supply source of rodent protection to the engineer. All sources will be subject to verification and approval by the engineer.

Contractor shall use granular or similar rodent bait for shrub beds as needed and only as approved by engineer.

*Modify standard spec 632.2.10 to include the following:* 

Contractor shall use 18" long soft polymer webbing strap with grommets at end of the two ends to secure wire or twine to tree. Contractor shall supply source of webbing straps to the engineer. All sources will be subject to verification and approval by the engineer.

Modify standard spec 632.3.1 as follows:

The normal spring planting season for all plants shall extend to June 15. The normal fall planting season begins September 15 and shall be completed by November 15 or up until the ground is frozen. Planting of evergreen trees and shrubs, and perennials in the fall shall be completed by October 15. If the overall construction schedule dictates that planting will occur between June 15 and September 15, the landscape contractor must first obtain approval from the engineer to begin installation outside of the normal planting seasons. If the engineer grants approval of the request, the contractor will also be held fully responsible for any and all additional maintenance associated with planting outside of the normal planting seasons including, but not limited to, supplemental watering above and beyond the typical, specified landscape maintenance and care cycle schedule.

*Revise standard spec 632.3.1 to include the following:* 

Contractor shall take care not to damage or disturb adjacent finished landscape and will be responsible for seeding or sodding to repair any and all damage caused to adjacent seeded and/or sodded areas.

*Revise standard spec 632.3.3 to include the following:* 

Landscape contractor shall stake out locations of all plant holes and obtain approval of staked location from construction representative or engineer before planting.

Revise standard spec 632.3.4 to include the following

Ensure that the bottom of the hole is adequately compacted to guard against settling. Tamp or water in as necessary to create a condition by which plants will not settle in the planting beds. The bottom of the rootball shall be in direct contact with the bottom of the hole.

Revise standard spec 632.3.4 as follows:

The minimum horizontal measurement of the plant hole shall be no less than 24 inches greater than the diameter of the ball, container, or root mass for the full depth of the planting hole.

Standard spec 632.3.7 shall include the following:

Remove the burlap and other wrapping materials including, but not limited to, twine, wire baskets, and plastic ribbon, from the <u>entire</u> root ball of B&B plants.

Reivse standard spec 632.3.18.1.1 and standard spec 632.3.18.1.2 as follows:

The plant establishment period shall be two years and shall begin and end on the date of substantial landscape completion as determined by the engineer.

Standard spec 632.3.19.1 shall include the following:

The contractor shall remove all staking, bracing wire material, and other plant stabilization material at the end of the required establishment period.

The contractor shall leave in place all rodent protection measures at the end of the required establishment period.

The interval for a care cycle shall be 10-14 days between April 15 and October 31. There will be 13 required care cycles in a growing season.

The contractor shall perform a complete and thorough spring clean-out of all planting beds that contain trees, shrubs, perennials, ornamental grasses and/or bulbs. Spring clean-out shall be performed during the first care cycle of the year (between April 15 and May 1) or as soon as weather and growing season conditions permit. Contractor shall not perform spring clean-out until the ground is no longer saturated from the spring thaw; walking on saturated soil will result in compaction. Spring clean-out shall include removal of past-season herbaceous material that was left standing over winter, cutting back ornamental grasses to within 3-inches of the mulched surface, removing any material damaged over the winter by pruning according to the language outlined in standard spec 632, removal of trash or other debris that has accumulated in planting beds, removal of leaves or other plant debris that has accumulated on the top of the mulched surface, replenishing mulch, weeding, and any and all other clean-out and maintenance operations as directed by the engineer or as required to produce an aesthetically pleasing, healthy environment for plant growth.

The contractor shall perform a complete and thorough fall clean-out of all planting beds that contain trees, shrubs, perennials, ornamental grasses and/or bulbs. Fall clean-out shall be performed during the last care cycle of the year (between October 15 and October 31). Contractor shall not perform fall clean-out if the soil is saturated from rain events and shall wait until the soil moisture levels have gone down before performing the final bed clean-out. Fall clean-out shall include coordination with the individual municipality's Forester or Parks Manager to determine which herbaceous perennial and ornamental grass material to leave standing through the winter and which to cut back to the ground, removing any material damaged during the growing season by pruning according to the language outlined in standard spec 632, removal of trash or other debris that has accumulated in

planting beds, removal of leaves or other plant debris that has accumulated on the top of the mulched surface, replenishing mulch, weeding, and any and all other clean-out and maintenance operations as directed by the engineer or as required to produce an aesthetically pleasing, healthy environment for plant growth.

The contractor shall provide supplemental water during the April 15 to October 31 maintenance periods as often as necessary to ensure healthy, thriving, and established plant material. The contractor may need to provide supplemental water even if irrigation is installed as part of the project and shall coordinate directly with the municipality to ensure that the plant material is not being overwatered or under-watered. The contractor will remain solely responsible for plant health and watering maintenance even in the event of irrigation system installation.

## **Invasive Species**

Phragmites, teasel and loosestrife, invasive species plants, are known to exist within the project limits and in areas that ground disturbance or excavation work is shown in the plans. All soils containing plant or root fragments will be excavated as part of the work within the contract. Excavation and waste of Phragmites infested soil will be paid for under the Common Excavation item. For all equipment that comes into contact with Phragmites infested areas, follow the guidelines established under the Environmental Protection, Aquatic Exotic Species Control section of this special provision for inspection and cleaning of equipment prior to leaving the project site. Additional information on this plant can be found at the following website:

http://dnr.wi.gov/topic/Invasives/species.asp

# 19.2 Digging, Handling, and Packing of Plant Stock.

Amend standard spec 632.2.2.9.1 to include the following:

Plant materials specified for fall planting, that require spring digging, shall be reserved by the contractor in advance of the project to allow plant installation in conformance with the project schedule.

Spring dug plants shall be placed in a holding area where the root ball shall be covered to the existing soil line with hardwood bark mulch or a material approved by the Landscape Architect. Holding area shall allow for watering and protection from wind and full sun (40%-50% sun recommended). All plants in leaf shall be sprayed with an anti-descant in conformance with standard spec 632.2.11. Plants may be held by either the contractor or supplier.

# 19.3 Landscape Planting Surveillance and Care Cycles.

Amend standard spec 632.3.19.1 (2) to include the following:

Proper care of plants consists of watering, weeding, cultivating, mowing perennials in early November, removing mowing debris, pruning, spraying, tightening braces and guys, retying wrapping, re-mulching, and other work necessary to keep plants and planting beds

in a neat appearance. Between May 15 and October 15, provide care for two years after completion of plant acceptance. Perform planting surveillance care cycles once every two weeks. Care cycle length may be extended beyond 14 days if weather conditions and soil moisture allow.

Amend standard spec 632.3.19.2 to include the following:

If the care specialist fails to perform any of the required care-cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$800 per day to cover the cost of performing the work with other forces.

## 19.4 Planting Mix, Item SPV.0035.501.

## **A Description**

This special provision describes furnishing and installing Planting Mix at the locations shown on the plans and in accordance to the requirements of standard spec 632, the plans, and as hereinafter provided.

#### **B** Materials

The landscape contractor who is responsible for furnishing and installing plant material shall also be solely responsible for obtaining planting mix components, blending the mix to the specified proportions, and for furnishing and installing the planting mix.

## **B.1 Planting Mix**

The planting mix consists of the following blend by volume:

- 2 parts topsoil. Topsoil shall conform to standard spec 625.
- 1 part sand. Obtain the engineer's approval for the sand.
- 1 part compost. Compost shall be either well-rotted shredded leaf mulch, free of disease; or well-rotted, unbleached, stable or cattle manure containing no more than 25 percent by volume of straw, sawdust, or other bedding materials and free of toxic substances. Either shall be free of stones, sticks, soil, weed seeds, debris, and other material harmful to plant growth.
- 1 part peat moss. Peat moss shall conform to standard spec 632.

## **C** Construction

#### **C.1** Coordination

Planting Mix shall be delivered to project site and installed no more than seven days before the start of planting operations for areas receiving Planting Mix. It is the sole responsibility of the landscape contractor to fully coordinate and schedule the delivery and installation of the Planting Mix with the delivery and installation of all landscape plant materials.

## **C.2** Planting Mix Preparation and Placement

Contractor shall provide, in writing to the Supervising engineer, a list of all materials used in Planting Mix including manufacturers and quantities and shall ensure that all materials

meet the standards set forth in standard specs 625 and 632 and produce a planting mix that provides a stable, healthy soil for plant growth.

Prepare areas to receive planting mix by removing any construction materials, stone, or other debris larger than 2" in length or diameter for all areas.

Supply Planting Mix for the central islands of roundabouts and for specialized planting beds as indicated in the plans.

Distribute Planting Mix over entire planting bed area and fine grade to match grades as indicated on plans or to adjacent back of curb or other hardscape surface as indicated on plans and account for settling. Place Planting Mix in 6-inch to 8-inch lifts, watering in or tamping to reduce settling potential. Planting mix shall be placed to a depth of 24", in the central islands of roundabouts and in median perennial beds as indicated in the plans.

Obtain approval of Planting Mix depths, locations, and elevations by engineer prior to planting.

#### **D** Measurement

The department will measure Planting Mix by the cubic yard, acceptably completed.

## E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0035.501 Planting Mix CY

Payment is full compensation for furnishing and installing all materials.

19.5 Aster Professor Kippenburg CONT #1, Item SPV.0060.501; Coneflower Purple CONT #1, Item SPV.0060.502; Coreopsis 'Sienna Sunset' CONT #1 Item SPV.0060.503, Goldenrod Stiff CONT #1, Item SPV.0060.504; Grass, Blue Moor CONT #1 Item SPV.0060.505; Grass Karl Foerster Reed CONT #1, Item SPV.0060.506. Grass **Dropseed Prairie CONT #1.** Item SPV.0060.507; Grass Little Bluestem CONT #1. **Item** SPV.0060.508; Salvia, Perennial CONT #1, Item SPV.0060.509; Sedum, Autumn Joy CONT #1 Item SPV.0060.510, Susan Black Eyed CONT #1, Item SPV 0060.511; Yarrow, 'Walter Funcke' **CONT #1, Item SPV.0060.512.** 

## A Description

This special provision describes furnishing and planting perennial plants of the species, varieties and sizes specified, in accordance to standard spec 632, as modified in the article Furnishing and Planting Plant Materials, and as hereinafter provided.

#### **B** Materials

Provide plants of the specific species, variety, size, color and other characteristics as shown on the plans and Planting Data chart unless prior written approval of the engineer is provided in advance for any substitution

#### **C** Construction

Plant perennials in prepared beds that are a minimum of 6" deep and are backfilled with Planting Mix. Incorporate timed-release fertilizer thoroughly into the top 3" inches of planting soil at the manufacturers recommended rate. Use a fertilizer conforming to the following minimum requirements:

Nitrogen	14%
Phosphoric Acid	
Potash	

Thoroughly water-in plants to eliminate all air pockets in the planting pit.

Plant all perennials between April 1 and September 1 unless directed otherwise by the engineer.

Contractor shall remove and dispose of all excess material from site.

#### **D** Measurement

The department will measure Perennials (Type) (Size) by each individual unit, acceptably completed.

## **E** Payment

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

DESCRIPTION	UNIT
Aster, Professor Kippenburg CONT #1	Each
Coneflower, Purple CONT #1	Each
Coreopsis 'Sienna Sunset' CONT #1	Each
Goldenrod, Stiff CONT #1	Each
Grass, Blue Moor CONT #1	Each
Grass, Karl Foerster Reed CONT #1	Each
Grass, Prairie Dropseed CONT #1	Each
Grass, Little Bluestem CONT #1	Each
Salvia, Perennial CONT #1	Each
Sedum, Autumn Joy CONT #1	Each
Susan, Black-Eyed CONT #1	Each
Yarrow, 'Walter Funcke' CONT #1	Each
	Aster, Professor Kippenburg CONT #1 Coneflower, Purple CONT #1 Coreopsis 'Sienna Sunset' CONT #1 Goldenrod, Stiff CONT #1 Grass, Blue Moor CONT #1 Grass, Karl Foerster Reed CONT #1 Grass, Prairie Dropseed CONT #1 Grass, Little Bluestem CONT #1 Salvia, Perennial CONT #1 Sedum, Autumn Joy CONT #1 Susan, Black-Eyed CONT #1

Payment is full compensation in accordance to standard spec 632.5

## 19.6 Bike Rack, Item SPV.0060.513.

## **A Description**

This special provision describes the furnishing and installation of Cityscape, 5 bike capacity with flanged surface mount.

#### **B** Materials

Cityscape, 5 bike capacity and flanged surface mount manufactured and available from:

Creative Pipe, Inc. PO Box 2458 Rancho Mirage, CA 92270-1087

Phone: (760) 340-5555

Bike rack, model number: CP-5-F-P shall be 5 bike capacity and flanged surface mount.

Finish shall be black polyester powder coat. Contractor shall submit a sample of product material and finish for approval by engineer.

#### **C** Construction

Surface mount bike rack to concrete sidewalk with using manufacturer's mounting hardware and recommended mounting procedure.

#### **D** Measurement

The department will measure Bike Rack 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.0060.513 Bike Rack Each

Payment is full compensation for furnishing all materials, labor, tools, mounting hardware, equipment and incidentals as required for installation of bike rack per manufacturer's instructions.

# 19.7 Trash Receptacle, Item SPV.0060.514.

#### **A Description**

This special provision describes the furnishing and installation of Urban Renaissance stainless steel trash receptacles.

#### **B** Materials

Urban Renaissance Trash Receptacle manufactured and available from:

Forms+Surfaces 30 Pine Street Pittsburgh, PA 15223 Phone: (800) 451-0410

Fax: (412) 781-7840

Trash receptacle, model number SLURB-45SO, shall be 45-gallon, side opening stainless steel and cast aluminum

Finish shall be black texture powder coat. Grillwork is made of stainless steel with Updrop pattern. Contractor shall submit a sample of product material and finish for approval by engineer.

#### **C** Construction

Surface mount trash receptacle to concrete sidewalk with using manufacturer's mounting hardware and recommended mounting procedure.

#### **D** Measurement

The department will measure Trash Receptacle 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.0060.514 Trash Receptacle EACH

Payment is full compensation for furnishing all materials, labor, tools, keys, mounting hardware, equipment and incidentals as required for installation of Trash Receptacle per manufacturer's instructions.

# 19.8 Backed Bench (3) Seats, Item SPV.0060.515;Backed Bench (5) Seats, Item SPV.0060.516.

#### A Description

This special provision describes the furnishing and installation of Tecno RS Seating System, 68.5 inch, Backed Bench (3) seats and 116.5 inch, Backed Bench (5) seats, aluminum benches at the locations as indicated on the plans.

#### **B** Materials

Tecno RS Seating System – model Backed Bench (3) seats, no armrests and Backed Bench (5) seats, no armrests manufactured and available from:

Forms+Surfaces 30 Pine Street Pittsburgh, PA 15223

Phone: (800) 451-0410 Fax: (412) 781-7840

Finish shall be black texture powder coat. Contractor shall submit a sample of product material and finish for approval by engineer.

#### **C** Construction

Wall mount bench to bus shelter concrete wall using manufacturer's mounting bracket, hardware and recommended mounting procedure.

Coordinate installation of the wall mounting brackets with contractor constructing concrete wall of bus shelter

#### **D** Measurement

The department will measure Backed Bench (3) Seats and Backed Bench (5) Seats 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.0060.515	Backed Bench (3) seats	Each
SPV.0060.516	Backed Bench (5) seats	Each

Payment is full compensation for furnishing all materials, labor, tools, mounting hardware, equipment and incidentals as required for installation of Bench per manufacturer's instructions.

# 19.9 Bus Shelter Small, Item SPV.0060.517; Bus Shelter Large, Item SPV.0060.518.

## A Description

This work consists of contractor/manufacturer design, supplying shop drawings for Bus Shelter Small and Bus Shelter Large, fabricating, delivering and installing Bus Shelters as shown on the plans.

Shelters shall be designed to withstand wind and show loads appropriate for central Wisconsin.

Structural integrity of Bus Shelters shall be the responsibility of the designer. Bus Shelter drawings must be stamped by a professional engineer (PE) registered in the state where manufacturing/fabrication takes place.

## **B** Materials

## Roofing

Roofing shall be aluminum standing seam roof.

Roof finish shall be a thermoplastic or thermoset polymer resin powder coat in Federal Color (595C) 25177 with smooth gloss finish.

## **Transparent Panels**

Panels shall be clear shatter resistant tempered glass, plastic or equal.

#### Concrete Wall

Vertical concrete work shall utilize a formliner with an ashlar stone pattern.

Use an opaque concrete stain manufactured for use on exterior concrete surfaces, consisting of a base coat and two additional highlight colors with matte (lusterless) finish.

Concrete stain colors are:

Base Color Federal Color 36424

Accent Color 1 Federal Color 33522 Accent Color 2 Federal Color 30257

Engineer will supply contractor with a photographic example of a stained concrete ashlar wall as a guide to special highlight staining.

Wall mounted benches to be installed by others. Contractor shall coordinate with bench installer to accommodate wall mounting hardware.

#### **Metal structural members**

Posts, connections, brackets, roof structural members shall be aluminum.

Metal components shall be coated with a thermoplastic or thermoset polymer resin powder coat in Federal Color (595C) 25177 with smooth gloss finish.

## C. Construction

Provide shop drawings to the engineer. Shop drawings indicate material, sizes of individual components, method of joining component pieces, locations, concrete reinforcing and all necessary details, dimensions, and information necessary for fabrication and installation of the Bus Shelter (small and large) in conformance with the requirements of the contract. Do not begin fabrication prior to shop drawing review and approval by engineer.

Contractor shall supply a 12" X 12" sample panel of roofing material in the color and finish specified, along with manufacturer's product specifications.

Contractor shall supply a 24" X 24" concrete test panel utilizing the ashlar formliner and stain color specified' along with manufacturer's product specifications.

Contractor shall supply a 12" X 12" sample of the transparent panel material, along with manufacturer's product specifications.

Test panels and products must be approved by the engineer before any fabrication can begin. Accepted test panels will be the standard for workmanship, material and color for the project.

Engineer has the right to reject materials that are deemed sub-standard.

Concrete wall shall be cast in place over an existing concrete slab with integral foundation. The wall shall be cast so the outside face of the wall is even with the edge of the concrete slab/foundation

Wall mounted benches to be installed by others. Contractor shall coordinate with bench installer to accommodate wall mounting hardware.

Apply the concrete stain when the temperature of the concrete surface is 45 degrees F or above.

Stone face surfaces shall be stained in a randomly mixed color arrangement. Each stone face that receives accent color 1 and 2 should have the protruding portions of the face (approximately 70-80%) stained to highlight the stone texture. Stain 40% of the stone wall surface with Accent Color 1 and 30% with Accent Color 2. The remaining 30% of the wall surface shall remain the base color.

Engineer will supply contractor with a photographic example of a stained concrete ashlar wall as a guide to special highlight staining.

Prior to staining, clean all concrete surfaces to be stained to ensure that the surface is free of any foreign material in order to accept the stain according to product requirements. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods.

Transparent panels shall be mounted in a metal frame to be secured to the Bus Shelter corner posts, top horizontal structural member and top of wall.

Transparent panels shall be mounted with a 1 inch space between horizontal and vertical surfaces.

During construction and at the time of delivery, engineer shall inspect materials and metal components for any shipping damage or construction defects. The engineer shall accept the product after the delivery is unloaded on the site. After the product is unloaded, the installation contractor will signify in writing that the materials were received in acceptable condition per the engineer's inspection. Any damage to the materials after the acceptable delivery will be the responsibility of the installation contractor.

Provide engineer with the name, address, and phone number of representatives of the manufacturer/fabricator and construction contractor for future coordination.

Contractor shall remove and dispose of all excess material from site.

#### **D** Measurement

The department will measure Bus Shelter Small and Bus Shelter Large, per each individual unit, acceptably completed.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.517Bus Shelter SmallEachSPV.0060.518Bus Shelter LargeEach

Payment is full compensation for design, shop drawings, fabrication, delivery of shelter, materials and components, construction.

## 19.10 Aluminum Edging, Item SPV.0090.501.

## A Description

This special provision describes furnishing and installing Aluminum Edging at the locations shown on the plans.

#### **B** Materials

Provide extruded-aluminum edging, alloy 6063-T6, fabricated in standard lengths with interlocking sections with loops stamped from face of sections to receive stakes. Edging size shall be 1/8 inch thick by 5-1/2 inches high by 16 to 20 feet long. Finish shall be black anodized.

Stakes shall be aluminum alloy 6061-T6, approximately 1-1/2 inches wide by 12 inches long. Finish may be black anodized or natural aluminum.

#### **C** Construction

Contractor shall examine elevation and slope of structural fill and planting mix and ensure that adequate slopes and elevations have been provided according to the drawings before placing any edging materials. In the event that inadequate materials levels or slopes are present, contractor shall contact the engineer immediately and shall not proceed with edging installation until any and all unsatisfactory conditions have been corrected.

Install aluminum edging where indicated in plans and according to manufacturer's specifications. Anchor with aluminum stakes, 1 stake per every 38 inches, driven below top elevation of edging. Finished elevation of edging shall be no less than ½" and no greater than 1" above the finished elevation of mulched surfaces.

Edging shall have a minimum 2 inch, end to end, overlap when installed.

Place the edging in such a manner as to not damage, structures, underground improvements and/or other materials already in place.

#### **D** Measurement

The department will measure Aluminum Edging by the linear foot, acceptably completed.

## E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.501 Aluminum Edging LF

Payment is full compensation for furnishing and installing aluminum edging, and for removal of excess material

## 19.11 Stone Mulch Epoxied, Item SPV.0165.501.

## **A Description**

This special provision describes furnishing, installing stone mulch and mixed with an epoxy resin binder at the locations as indicated on the plans.

Work and materials shall be in accordance to the applicable provisions of standard spec 604 and these special provisions.

#### **B** Materials

B1 General.

Mulch shall be 1½ -2" stone, washed free of loam, sand, clay, and other foreign substances. Color range shall correspond to the industry standard for stone mulch labeled and sold as gray slate. Provide the engineer with a representative sample of the stone mulch. Do not proceed with work until engineer has approved the material.

The epoxy resin binder shall be a low modulus, medium-viscosity, 2-component epoxy resin.

Furnish evidence, to the satisfaction of the engineer, that the proposed product has been successfully used in a similar application.

Epoxy resin binder shall be clear to light amber when fully cured.

#### B2 Minimum Requirements.

The epoxy resin binder shall conform to ASTM C-881 and AASHTO M-235 specifications and the following requirements:

Total water absorption, ASTM D-570

7 day, 1.3% (2 hour boil) 14 day, 0.232% (24 hour immersion)

Viscosity: 2,500 cps

#### C Construction

## C1 Application

Mix epoxy resin binder in strict conformance with product manufacture requirements.

Mix epoxy resin binder under dry conditions only. Do not place if rain is expected within 8 hours following epoxy resin application to stone.

Air and surface temperature should be between 50 and 90 degrees Fahrenheit during and for 24 hours following application and mixing of the epoxy resin binder.

Protect installed stone mulch with epoxy resin binder from excessive dust exposure for the first 4 hours of curing.

Place the stone mulch 4 inches deep in such a manner as to not damage other materials already in place. The finished grade of the mulch material will be 1-inch below the top of curb.

#### **C2 Test Section**

Prior to placing stone mulch, prepare a test section utilizing the proposed stone and epoxy resin binder so the engineer will be able to assess the adequacy of the product and the application and mixing methods to yield the desired results. Test section to be 3 feet x 3 feet and a minimum of 4-inches thick. Notify the engineer no less than 24 hours in advance of preparing the test section to allow time to arrange for witnessing the epoxy resin binder application and mixing with the stone. Test section shall be allowed to cure according to product manufacturer requirements before the engineer will accept the product for use on the final structures.

Test panel must be approved by the engineer prior to installation.

#### **D** Measurement

The department will measure Stone Mulch Epoxied by the square foot, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.501Stone Mulch EpoxiedSF

Payment is full compensation for furnishing and installing all materials and cleanup of excess materials on any adjacent payement.

## 19.12 Mulch Shredded Bark, Item SPV.0165.502.

## A Description

This work consists of installing shredded hardwood bark mulch in planting beds as indicated in the plans.

#### **B** Material

Shredded bark mulch shall be hardwood bark with no pieces being larger than 2" X 5" X 1".

#### **C** Construction

Place shredded bark mulch in planting areas and tamp gently to a finished depth of 2 inches. Take care in placing mulch to avoid damaging plant material.

#### **D** Measurement

The department will measure Mulch Shredded Bark 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.0165.502 Mulch Shredded Bark SF

Payment is full compensation for furnishing and installing all materials, and for removing excess materials as required for the installation of Mulch Shredded Bark.

# 19.13 Mulch, Mississippi River Gravel 1-1/2 Inch, Item SPV.0180.503.

## A Description

This special provision describes furnishing and installing 1½ inch Mississippi River Gravel Mulch and weed barrier at the locations as shown on the plans.

#### **B** Materials

Provide 1½ inch Mississippi River Gravel Mulch as shown on plan. Mulch shall be rounded riverbed gravel, washed free of loam, sand, clay, and other foreign substances. Color range shall correspond to the industry standard for stone mulch labeled and sold as Mississippi River Gravel. Provide the engineer with a representative sample of the Mississippi River Gravel mulch. Do not proceed with work until engineer has approved the material.

Provide weed barrier fabric, Type F, as described in standard spec 645.2.4 between Mississippi River Gravel mulch and underlying material.

#### **C** Construction

Contractor shall examine elevation and slope to ensure that adequate depths have been attained before placing any weed barrier fabric or mulch materials. The finished grade of the mulch material will be 2-inches below the top of curb. In the event that inadequate fill levels or slopes are present, contractor shall contact the engineer immediately and shall not proceed with mulch installation until any and all unsatisfactory conditions have been corrected.

Place and secure weed barrier fabric according to manufacturer's written instructions. Any overlap of weed barrier shall be a minimum of 9 inches and seams secured with galvanized pins. Completely cover area to be mulched with Mississippi River Gravel.

Place mulch to a depth of 3 inches. Weed barrier fabric shall not be disturbed or shifted when placing mulch.

#### **D** Measurement

The department will measure Mulch, Mississippi River Gravel 1½-Inch 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.0180.503 Mulch, Mississippi River Gravel 1-1/2 Inch SY

Payment is full compensation for excavating to desired elevations, and for furnishing and installing all materials.

## 20. Miscellaneous/Incidental Construction.

# 20.1 Survey Monument Coordination.

The monument disturbance is anticipated at the intersection of Appleton Road/Midway Road and Appleton Road/Valley Road.

The contractor is to notify the Northeast Regional Survey Coordinator, Cormac McInnis (920) 492-5638, at least 30 days prior to the beginning of construction activities. The Regional Survey Coordinator will then make the arrangements to have the Public Land Survey Monument and Landmark Reference Monuments tied out.

After the majority of construction is complete(prior to restoration) the CONTRACTOR is again to notify the Survey Coordinator that the site is ready for the replacement of the monuments. The Survey Coordinator will then make arrangements to have the Public Land Survey Monument and Landmark Reference Monuments reset. (NER14-0429)

## 20.2 Stockpile Formliners and Stain.

## **A Description**

This special provision describes furnishing and delivering to the local municipality (City of Menasha, Town of Menasha, City of Appleton) or department formliners and concrete stain used on bridges, walls, sign bases, and other areas upon completion of the project.

#### **B** Materials

Provide a document containing the pertinent information for the formliners and stain colors incorporated into the project along with materials in accordance to the following:

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

Provide stain colors in accordance to the specifications for the staining items included in the contract. Materials shall be provided in original manufacturer's containers which allow for long term storage. Partial containers of stain will not be accepted.

#### **B.2 Formliners**

Provide section(s) of reusable formliner for the architectural pattern(s) used in the contract.

#### **C** Construction

The required formliners and stain become the property of the department upon completion of the project. The department will inspect the materials prior to delivery to the local municipality or to the department office to ensure materials are in an acceptable condition.

Deliver the items to the local municipality or department as approved by the engineer. Coordinate time and location of delivery with the engineer.

Deliver the following items:

- Formliner: Two formliner panels for each architectural pattern used.
- Stain: 5 gallons of each color of stain for each structure on the project.

#### **D** Measurement

The department will not make measurement for these items and they will be considered incidental to the other items in the contract.

## E (Vacant)

# 20.3 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)

# 20.4 Survey Project 1517-75-78, Item SPV.0105.012; Survey Project 1517-75-81, Item SPV.0105.013.

#### A Description

Perform work according to standard spec 105.6 and 650.

Standard specs 105.6 and 650 are modified to define the requirements for construction staking for this contract.

Replace standard spec 105.6.2 with the following:

The department will not perform any construction staking for this contract. The contractor shall perform all survey required to layout and construct the work under this contract, subject to engineer's approval.

The survey includes establishing horizontal and vertical position for all aspects of construction including but not limited to storm sewer, subgrade, base, curb, gutter, curb and gutter, pipe culverts, structure layout, pavement, barriers (temporary and permanent), electrical installations, supplemental control, slope stakes, ponds, ITS, FTMS, ramp gates, parking lots, utilities, landscaping elements, irrigation system layout, installation of community sensitive design elements, traffic control items, fencing, etc.

The department may choose to perform quality assurance survey during construction. This quality assurance survey does not relieve the contractor of the responsibility for furnishing all survey work required under this contract.

Delete standard spec 650.1.

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

#### **C** Construction

Survey required under this item shall be in accordance to all pertinent requirements of standard spec 650 and shall include all other miscellaneous survey required to layout and construct all work under this contract.

#### **D** Measurement

The department will measure Survey Project (ID) as a single lump sum 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.0105.012	Survey Project 1517-75-78	LS
SPV.0105.013	Survey Project 1517-75-81	LS

Payment is full compensation for performing all survey work required to layout and construct all work under this contract. No additional payments will be made for restaking due to construction disturbance and knock-outs.

(NER41-20110718-Revised)

## **20.5** Geogrid Reinforcement 1517-75-78, Item SPV.0180.014.

#### PROJECT 1517-75-78

## **A Description**

This special provision describes furnishing and installing geogrids for subgrade stabilization, base reinforcement, or pavement structure applications in accordance to the plans, standard spec 645, and as hereinafter provided.

#### **B** Materials

Provide geogrid that consists of either single or joined multiple layers of a uniform rectangular grid of bonded, formed, or fused polymer tensile strands crossing with a nominal right angle orientation. The polymer shall consist of polyester, polypropylene, polyamide, or polyetheylene. The grid shall maintain dimensional stability during handling, placing, and installation. The geogrid shall be insect, rodent, mildew, and rot resistant. Minimum geogrid width shall be 6.0 feet.

Provide geogrid that complies with the following physical properties:

Test	Method	Value (1)
Tensile Strength at 5% Strain,	ASTM D 4595 (2)	450 min.
Both Principal Directions (lb/ft)		
Flexural Rigidity,	ASTM D 1388 (3)	150,000 min.
Both Principal Directions (mg-cm)		
Aperture Area (in <sup>2</sup> )	Inside Measurement (4)	5.0 max.
Aperture Dimension (in)	Inside Measurement (4)	0.5 min.

- (1) All numerical values represent minimum/maximum average roll values, i.e. the average minimum test results on any roll in a lot should meet or exceed the minimum specified value.
- The tensile strength (T) of a joined multi-layered geogrid shall be computed using the following equation: T = n(f)t

#### Where

n = the number of individual layers in the joined multi-layered geogrid,

t = the tensile strength of a single layer of geogrid as determined using testing method ASTM D4595, and

f = reduction factor based on the number of layers comprising the multi-layered system and determined by the equation f=1.00 - [0.04(n - 1)].

- (3) Values shall be determined by Option "A" (Cantilever Test) of testing method ASTM D1388 using test specimens that are 36 inches ±0.04 inch long. Test specimen widths for differing geogrids shall be variable and equal to 1 element plus ½ the aperture width on both sides of that element. An element is defined as the minimum number of parallel strands that form a distinguishable repeating pattern.
- (4) Aperture Area and Aperture Dimension for joined multi-layer geogrids shall be determined based on measurement of a single layer of the geogrid. Protect the geogrid from ultraviolet radiation and from damage due to shipping and handling. Keep the geogrid dry until it is installed. The geogrid rolls shall be clearly marked to identify the material contained.

Deliver a sample of the geogrid material to the engineer at least ten days prior to its incorporation into the work. At the same time, furnish a manufacturer's Certified Report of Test or Analysis that verifies that the geogrid delivered for use on the work meets the above requirements. Samples of geogrid for test purposes will be obtained from the job site for each 10,000 square yards or portions thereof used on the contract.

#### **C** Construction

Prior to placement of the geogrid, bring the indicated placement surface to the required lines, grades, and dimensions as shown on the plans. Smooth and shape the surface to eliminate any rocks, clods, roots, or other items that may cause damage to the geogrid during placement or covering.

Place the geogrid on the prepared surface at the locations and to the limits as shown on the plans. After placement, pull the geogrid taut and secure it using pins, clips, staples, or other devices to prevent movement or displacement. Place parallel strips of geogrid with a minimum overlap of 6 inches. Lap but joints between roll ends a minimum of 12 inches. Fasten all lapped sections together by using ties, straps, clips, or other devices to develop a secure joint that meets the approval of the engineer. No vehicles or construction equipment shall be permitted to operate directly on the geogrid.

Cover small rips, tears, or defects in the geogrid with an additional section of geogrid; secure the additional geogrid in place so that it overlaps the damaged area by at least 3 feet in all directions. Remove and replace geogrid sections with large rips, tears, defects, or other damage at the direction of the engineer. All costs to repair or replace damaged or defective geogrid shall be the responsibility of the contractor.

After placement, cover the geogrid to the indicated depth with the type of material required on the plans or in the special provisions. Placing, spreading, and compacting of this material shall comply with the applicable sections of the standard specifications or special provisions except that the initial lift of material placed on the geogrid must be at least 4 inches. Place, spread, and compact the required backfill material so that the geogrid is not displaced or damaged. The engineer may require changes in equipment and/or operations to prevent such damage or displacement.

#### **D** Measurement

The department will measure Geogrid Reinforcement (Project) by the square yard of surface area upon which the geogrid has been placed, acceptably completed.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0180.014Geogrid Reinforcement 1517-75-75SY

Payment is full compensation for furnishing, transporting, and installing the geogrid; furnishing and installing all devices and materials necessary to join or secure the geogrid in place.

(NER11-012)

## 20.6 Geogrid Reinforcement, Item SPV.0180.015.

#### PROJECT 1517-75-81

## **A Description**

This special provision describes furnishing and installing geogrids for subgrade stabilization, base reinforcement, or pavement structure applications in accordance to the plans, standard spec 645, and as hereinafter provided.

#### **B** Materials

Provide geogrid that consists of either single or joined multiple layers of a uniform rectangular grid of bonded, formed, or fused polymer tensile strands crossing with a nominal right angle orientation. The polymer shall consist of polyester, polypropylene, polyamide, or polyetheylene. The grid shall maintain dimensional stability during handling, placing, and installation. The geogrid shall be insect, rodent, mildew, and rot resistant. Minimum geogrid width shall be 6.0 feet.

At a minimum, the geogrid shall meet the following requirements:

## **Index Properties:**

Tensile Strength @ 2% Strain – 620 lb/ft Tensile Strength @ 5% Strain – 1340 lb/ft Ultimate Tensile Strength – 1975 lb/ft

## **Structural Integrity:**

Junction Efficiency – 93% Flexural Stiffness – 750,000 mg-cm Aperture Stability – 0.65 N-m/deg

## **Durability:**

Resistance to Installation Damage – 95% SC/93% SW/90% GP Resistance to Long Term Degradation – 100% Resistance to UV Degradation – 100%

The contractor shall be responsible for installing the geogrid per manufacturer's guidelines.

#### C Construction

The contractor shall proof roll the prepared subgrade in the presence of the Inspector/engineer prior to placing the crushed stone base. If, upon proof-rolling, areas of the subgrade are identified as inadequately soft for proper compaction, the contractor shall furnish and install geogrid to bridge the poor subgrade material. The crushed stone base will not be allowed to be placed until the subgrade has been proof-rolled and approved for compaction, or geogrid has been placed to cover poor subgrade material. The cost to proof roll the street shall be included in the bid item for excavation.

Cover small rips, tears, or defects in the geogrid with an additional section of geogrid; secure the additional geogrid in place so that it overlaps the damaged area by at least 3 feet in all directions. Remove and replace geogrid sections with large rips, tears, defects, or other damage at the direction of the engineer. All costs to repair or replace damaged or defective geogrid shall be the responsibility of the contractor.

After placement, cover the geogrid to the indicated depth with the type of material required on the plans. Placing, spreading, and compacting of this material shall comply with the applicable sections of the standard specifications or special provisions except that the initial lift of material placed on the geogrid must be at least 4 inches. Place, spread, and compact the required backfill material so that the geogrid is not displaced or damaged. The engineer may require changes in equipment and/or operations to prevent such damage or displacement.

#### **D** Measurement

The department will measure Geogrid Reinforcement by the square yard of surface area upon which the geogrid has been placed and accepted.

## E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0180.015Geogrid ReinforcementSY

Payment is full compensation for furnishing, transporting, and installing the geogrid; furnishing and installing all devices and materials necessary to join or secure the geogrid in place.

(NER11-0127)

## 20.7 Temporary Crosswalk Access, Item SPV.0045.016.

## **A Description**

This special provision describes providing, placing, maintaining, removing, and disposing the temporary crosswalk access at locations the plans show or the engineer directs.

#### **B** Materials

Acceptable temporary surface materials include conveyor belt, asphaltic surface temporary in accordance to standard spec 465, any grade of concrete, skid resistant steel plating/plywood, or alternative material as approved by the engineer. If concrete or asphalt is used as the surface course for the crosswalk, it must be a minimum of 1 1/2 inches thick. When plywood is used as a crosswalk, it must be a minimum of 3/4 inch thick pressure treated. Compacted soils, sand, crushed stone, or asphaltic pavement millings are not acceptable temporary surface 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

The temporary accessible pedestrian walkway shall comply with the *Americans with Disabilities Act Accessibility Guidelines* (ADAAG).

#### C Construction

Furnish a smooth, continuous hard temporary surface material that is firm, stable, and slip-resistant. Level and compact the surface prior to placing temporary surface material. The temporary crosswalk shall have a minimum clear width of 4 feet. The temporary crosswalk shall have joints in the walkway with a vertical difference in elevation of no more than 1/4" and horizontal joints with gaps no greater than 1/2 inch. The grade of the temporary walkway shall parallel the grade of the existing roadway and the cross slope shall not exceed 2%. Any change of level, which exceeds one quarter inch 1/4" height, must be beveled at 45°. The temporary crosswalk shall be located outside the immediate work area, as approved by the engineer.

Install safety fence along both sides of the temporary crosswalk. Space posts at 7 feet and drive posts 12 to 18 inches into the ground. 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.

Reconstruct or relay Temporary Crosswalk Access and reset safety fence when disturbed by construction operations.

The measured quantity will equal the number of calendar days a temporary crosswalk through the work zone is open to pedestrian traffic. A crosswalk is defined as an accessible crossing of a single leg of an intersection. A crossing of a street with an island within the route will be considered a single crosswalk. 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. Undisturbed crosswalks on existing pavement or completed crosswalks on new pavement will not be measured for payment.

#### **D** Measurement

The department will measure Temporary Crosswalk Access by the day, acceptably completed.

## **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0045.016Temporary Crosswalk AccessDay

Payment is full compensation for providing the Temporary Crosswalk Access.

# 20.8 Temporary Sidewalk or Walkway, Item SPV.0165.017.

#### **A Description**

This special provision describes furnishing and placing temporary sidewalk to support pedestrian traffic as shown on the plans and as hereinafter provided.

#### **B** Materials

Furnish a hard temporary surface material consisting of asphaltic surface temporary in accordance to standard spec 465.2, concrete conforming to standard spec 602.2, or pressure treated wood. Furnish base aggregate dense 1 ½" in accordance to standard spec 305. The surface course for the sidewalk shall be a minimum of 1 1/2 inches thick.

#### **C** Construction

Place asphaltic surface temporary in accordance to standard spec 465.3.1.

Install temporary surface material at Curb Ramp locations as shown on the plans and as directed by the engineer. Level and compact the surface prior to placing temporary surface material. The curb ramp locations shall have a minimum clear width of 4 feet and meet the

requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG).

When plywood is used as a ramp, it must be a minimum of 3/4 inch thick pressure treated. The transition to the plywood from the existing sidewalk also needs to be smooth and seamless, and not create a tripping hazard.

Temporary sidewalk shall be constructed and maintained so there are no abrupt changes in grade or terrain that could cause a tripping hazard or could be a barrier for wheelchair use. Temporary sidewalks shall be maintained to ensure that joints in the walkway have a vertical difference in elevation of no more than 1/4 inch and that the horizontal joints have gaps no greater than 1/2 inch. The grade of the temporary sidewalk shall parallel the grade of the existing sidewalk or roadway and the cross slope should be no greater than 2%. Any change of level, which exceeds 1/4" height, must be beveled at 45°.

#### **D** Measurement

The department will measure Temporary Sidewalk by square foot of surface area, 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.0165.017 Temporary Sidewalk SF

Payment is full compensation for providing the temporary sidewalk.

# 20.9 Temporary Curb Ramp, Item SPV.0060.018.

## **A Description**

This special provision describes providing, maintaining, moving, and removing temporary curb ramps where the plans show or engineer directs.

#### **B** Materials

Provide either asphalt or concrete conforming to the standard specifications.

For asphalt provide materials in accordance to standard spec 465.2.

For concrete provide materials in accordance to standard spec 602.2(2).

No QMP will be required for this work.

Furnish yellow cast iron detectable warning fields from the department's approved products list.

Furnish yellow surface applied detectable warning fields from the following manufacturers:

- 1. ADA Solutions, Inc.
- 2. Alert Tile
- 3. Armor Tile

Cast iron detectable warning fields are not considered surface applied.

Furnish surface applied detectable warning fields in accordance to the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and having a minimum slip resistance coefficient of 0.80 wet and dry. Maintain the minimum slip resistance throughout construction. Provide a certification of the slip resistance to the engineer for approval prior to installation. The certification shall include the anticipated duration the slip resistance can be maintained under normal use conditions.

Test the slip resistance of the surface applied detectable warning fields in accordance to ASTM F 609-05 and AASHTO Draft T4-33 Part 9 as directed by the engineer throughout construction.

#### **C** Construction

For asphalt temporary curb ramps, construct in accordance to standard spec 465.3.1. For concrete temporary curb ramps, construct in accordance to standard spec 602.3.2.

Provide detectable warning field, curbing, grading, and restoration for temporary curb ramps conforming to the plan details for permanent curb ramps. Match the width of the facility leading to the curb ramp. Conform to the requirements of the detectable warning field manufacturer and the current ADAAG.

Reconstruct or move temporary curb ramps if required for work operations. Maintain the temporary curb ramps including the detectable warning field, throughout the duration of the project to be compliant with the ADAAG and the manufacturer's specifications.

Construct temporary curb ramps with concrete and a cast iron detectable warning field when the temporary curb ramp and warning field will remain during and throughout the winter traffic pattern as provided in the construction staging plans or when the temporary curb ramp is used when snow is expected.

Construct temporary curb ramps with asphalt and a surface applied detectable warning field, or concrete and a cast iron detectable warning field for other temporary curb ramp locations in use when snow is not expected.

Remove temporary curb ramps and associated detectable warning fields as the staging plans provides or the engineer directs.

#### **D** Measurement

The department will measure Temporary Curb Ramp by each individual unit, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.018Temporary Curb RampEach

Payment is full compensation for providing the temporary accessible pedestrian walkway.

## 20.10 Concrete Pavement Joint Layout, Item SPV.0105.019.

## **A Description**

This special provision describes providing a concrete pavement or concrete base joint layout design for intersections and marking the location of all joints in the field.

## **B** (Vacant)

#### **C** Construction

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete to prevent uncontrolled cracking. Submit a joint layout design to the engineer before paving each intersection. Mark the location of all concrete joints in the field. Follow the plan details for joints in concrete making adjustments as required to fit field conditions.

#### **D** Measurement

The department will measure Concrete Pavement Joint Layout as a single lump sum unit of work for all joint layout designs and marking acceptably completed under the contract.

## E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.019 Concrete Pavement Joint Layout LS

Payment is full compensation for providing the intersection joint layout designs and marking all joints in the field. The department will adjust pay for crack repairs as specified in standard spec 415.5.3.

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

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

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

#### I. BASIC CONCEPTS

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

- 1) On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate. At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.
  - <u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
  - <u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>8</u> (number) TrANS Graduate(s) be utilized on this contract.
- 2) On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice. At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

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

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>5</u> (*number*) TrANS Apprentice(s) be utilized on this contract.

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

#### I. RATIONALE AND SPECIAL NOTE

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

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

#### II. IMPLEMENTATION

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

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

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

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

#### IV. TRANS TRAINING

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

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

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

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

#### V. APPRENTICESHIP TRAINING

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

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

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

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

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

# ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

## 1. Description

#### General

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

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

#### 2. Definitions

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

#### 3. DBE Percentage Required at Bid Submission

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

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

#### 4. Department's DBE Evaluation Process

#### a. Documentation Submittal

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

#### i. Bidder Meets DBE Goal

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

#### ii. Bidder Does Not Meet DBE Goal

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

## 5. Department's Criteria for Good Faith Effort

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

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

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

capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.

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

**DBE Support Services Office** 6150 Fond du Lac Ave. Milwaukee, WI 53218 Phone: 414-438-4583 / 608-266-6961

Fax: 414-438-5392

E-mail: DOTDBESupportServices@dot.wi.gov

#### 6. Bidder's Appeal Process

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

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

## 7. Department's Criteria for DBE Participation

#### **Department's DBE List**

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

#### 8. Counting DBE Participation

#### **Assessing DBE Work**

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

#### 9. Commercially Useful Function

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

#### 10. Trucking

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

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

#### 11. Manufacturers and Suppliers

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

#### 12. DBE Prime

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

#### 13. Joint Venture

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

#### 14. Mentor Protégé

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

#### 15. DBE Replacement

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site: <a href="http://www.dot.wi.gov/business/dbe/docs/policyreplacingdbe.pdf">http://www.dot.wi.gov/business/dbe/docs/policyreplacingdbe.pdf</a>

#### 16. Changes to the approved DBE Commitment Form DT1506

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

#### 17. Contract Modifications

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

#### 18. Payment

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

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

#### **GFW SAMPLE MEMORANDUM**

TO: DBE FIRMS

FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR

SUBJECT: REQUEST FOR DBE QUOTES

LET DATE & TIME

**DATE:** MONTH DAY YEAR

CC: DBE OFFICE ENGINEER

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

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

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

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

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

All questions should be directed to:

Project Manager, John Doe, Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123-4657

### **Sample Contractor Solicitation Letter Page 2**

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name:  Letting Date:  Project ID:							
Please check all that apply  Yes, we will be quoting on the p  No, we are not interested in quo  Please take our name off your m  We have questions about quotin  Prime Contractor 's Contact Perso	oting on the nonthly DBI g this letting	letting or it E contact lis	s items refer st	e contact m	ne at this nur	nber ntact Person	
Phone:		_	Phone				
Fax:		<del>_</del> _	Fax				
Email:		_	Email				
		_		-			
Please circle the	he jobs and	l items you	ı will be qu	oting belov	W		
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	37	X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals Pavement Marking		X X	X X	X	X	X X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X	Λ	X	X	X	X
Pipe Underdrain	X	Λ		X	Λ	Λ	Λ
Beam Guard	71			X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X
Again please make every effort to have your  We prefer quotes be sent via SBN but pri	-					date.	
If there are further questions please direct th	em to the p	rime contra	actor's conta	ct person a	t phone nun	nber.	

# 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**

- $\varnothing$  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
- $\mathcal{O}$  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

- 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.
- 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

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#### 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 400.4	400DE04TE		DANGE AND VALA DECLUDENCE
TABLE 460-1	A(i(iRF(iATF	GRADATION MASTER	RANGE AND VMA REQUIREMENTS

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

<sup>&</sup>lt;sup>[1]</sup> 14.5 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 engineeraccepted cold weather paving plan for the balance of that work day or shift regardless of the temperature at the time of paving.

<sup>[2] 15.5</sup> for E-0.3 and E-3 mixes.

#### 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:

ITEM NUMBER	DESCRIPTION	<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:

ITEM NUMBERDESCRIPTIONUNIT460.4000HMA Cold Weather PavingTON

#### **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 1<sup>st</sup> Tier and DBE Payments During Construction
  - 1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
  - 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
  - 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
  - 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
  - 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
  - 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

## **ADDITIONAL SPECIAL PROVISION 9 Electronic Certified Payroll Submittal**

- (1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at: http://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

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## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. "First Tier Covered
  Transactions" refers to any covered transaction between a
  grantee or subgrantee of Federal funds and a participant (such
  as the prime or general contract). "Lower Tier Covered
  Transactions" refers to any covered transaction under a First
  Tier Covered Transaction (such as subcontracts). "First Tier
  Participant" refers to the participant who has entered into a
  covered transaction with a grantee or subgrantee of Federal
  funds (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

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

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. You may contact the person to
  which this proposal is submitted for assistance in obtaining a
  copy of those regulations. "First Tier Covered Transactions"
  refers to any covered transaction between a grantee or
  subgrantee of Federal funds and a participant (such as the
  prime or general contract). "Lower Tier Covered Transactions"
  refers to any covered transaction under a First Tier Covered
  Transaction (such as subcontracts). "First Tier Participant"
  refers to the participant who has entered into a covered
  transaction with a grantee or subgrantee of Federal funds
  (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \*

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* :

### XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

#### **SEPTEMBER 2002**

## NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
- 2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

### **Goals for Minority Participation for Each Trade:**

_County_	<u>%</u>	_County_	<u>%</u>	_County_	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

#### Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

#### **APRIL 2013**

#### ADDITIONAL FEDERAL-AID PROVISIONS

#### NOTICE TO ALL BIDDERS

To report bid rigging activities call:

#### 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

#### **DECEMBER 2013**

#### **BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

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

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

http://roadwaystandards.dot.wi.gov/standards/forms/ws4567.doc

1 of 1

## WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES

#### SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

#### I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contacts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this in not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

#### II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

#### III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

#### IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

### V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

- 1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
- 2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
- 3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
- 4. The unlisted classification must be commonly employed in the area where the project is located.
- 5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
- 6. The request should be made prior to the actual performance of the work by the unlisted classification.
- 7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
- 8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

### ANNUAL PREVAILING WAGE RATE DETERMINATION FOR ALL STATE HIGHWAY PROJECTS CALUMET 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.

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS \$	TOTAL \$
Bricklayer, Blocklayer or Stonemason	30.77	14.54	45.31
Carpenter	30.48	15.90	46.38
Cement Finisher	32.65	17.32	49.97
Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic random Day, Independence Day, Labor Day, Thanksgiving Day & Christmas In Department of Transportation or responsible governing agency required artificial illumination with traffic control and the work is completed after the straight of	ate on Sunday, New Day. 2) Add \$1.40/ Pes that work be pear sunset and befo	hr when the Wise erformed at night re sunrise.	consin under
Electrician	28.10	21.14	49.24
Fence Erector Ironworker	16.00 28.72	3.33 23.47	19.33 52.19
Future Increase(s): Add \$1.10/hr on 6/1/2014: Add \$1.15/hr on 6/1/20 Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate o Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	n Sunday, New Ye	ar's Day, Memor	ial Day,
Line Constructor (Electrical)	38.25	16.61	54.86
Painter	21.87	11.37	33.24
Pavement Marking Operator	30.00	0.00	30.00
Piledriver	30.98	15.90	46.88
Roofer or Waterproofer		3.65	26.65
Teledata Technician or Installer	21.89	11.85	33.74
Tuckpointer, Caulker or Cleaner	30.77	16.92	47.69
Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ON		15.24	49.67
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.74	51.24
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.58	40.36

CALUMET COUNTY Page 2

Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY 24.86 12.70 37.83 Groundman - ELECTRICAL LINE CONSTRUCTION ONLY 21.75 12.70 34.45  TRUCK DRIVERS  Single Axle or Two Axle 26.87 15.10 41.97  Three or More Axle 26.87 15.10 41.97  Three or More Axle 26.87 15.10 41.97  Three or More Axle 26.87 15.10 41.97  Three Driver As a state of the st	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
TRUCK DRIVERS  Single Axle or Two Axle 26.87 15.10 41.97  Three or More Axle 26.87 15.10 41.97  Three or More Axle 24.52 17.77 42.29  Future Increase(s): Add \$1.30/hr on 6/1/2014. 24.52 17.77 42.29  Future Increase(s): Add \$1.30/hr on 6/1/2014. 29.27 20.40 49.67  Future Increase(s): Add \$1.75/hr on 6/1/2014. 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 6/1/15); 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/  Dusiness/ civilights/ laborwages/ bwc. htm.  Payement Marking Vehicle 29.31 17.13 40.44  Shadow or Pilot Vehicle 26.87 15.10 41.97  Truck Mechanic 29.04 14.63 43.67  Fruture Increase(s): Add \$1.60/hr on 6/1/2014. 29.04 14.63 43.67  Fremium Pay: Add \$1.0/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning forch laborer. Add \$1.5/hr for biturinious worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man, Add \$2.0/hr for blaster and powderman; Add \$2.5/hr for bottomman; Add \$3.50/hr for library in 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 36.84 0.46 37.30  Landscaper 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, Ind		\$	 \$	\$
TRUCK DRIVERS  Single Axle or Two Axle 26.87 15.10 41.97  Three or More Axle 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 Future Increase(s): Add \$1.75/hr on 6/11/41), Add \$1.25/hr on 6/11/15); Add \$1.30/hr on 6/11/16, Add \$1.25/hr on 6/11/17.  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 DOTS website for details about the applicability of this night work premium in: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.  Pavement Marking Vehicle Pavement Marking Vehicle 26.87 15.10 41.97  Truck Mechanic  29.04 14.63 43.67  Future Increase(s): Add \$1.60/hr on 6/1/2014.  Premium Pay: Add \$1.00/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$1.50/hr for bituminous worker (raker and Luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$2.00/hr for blaster and powderman; Add \$2.50/hr for blotteminan; Add \$3.50/hr for lineary, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, 2) Add \$1.50/hr for bituminous worker (raker and Luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$2.00/hr for blaster and powderman; Add \$2.50/hr for blottomman; Add \$3.50/hr for lineary for bituminous worker (raker and Luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$2.00/hr for blaster and powderman; Add \$2.50/hr for blaster and powderman; Add \$2.50/hr for blottomman; Add \$3.50/hr for lineary for the projective of man; Add \$2.50/hr for blottomman; Add \$3.50/hr for lineary for the projective of man; Add \$4.50/hr for work on projects involving temporary traffic cont	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
Single Axle or Two Axle  Three or More Axle 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 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.  Articulated, Euclid, Dumptor, Off Road Material Hauler 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 Pavement Marking Orbitole Pavement Markin	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45
Single Axle or Two Axle 26.87 15.10 41.97 Three or More Axle 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, Eucild, 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 23.31 17.13 40.44  LABORERS  General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$1.60/hr or topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$1.5/hr for bilatuminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$2.0/hr for blaster and powderman; Add \$2.5/hr for bottomman; Add \$3.5/hr for in early intermediated powderman; Add \$2.5/hr for bottomman; Add \$3.5/hr for in early intermediated powderman; Add \$2.5/hr for blaster and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$2.0/hr for blaster and powderman; Add \$2.5/hr for blaster and powderman; Add \$2.5/hr for blaster and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$2.5/hr for blaster and powderman; Add \$2.5/hr for blaster and luteman and \$2.0 Add \$1.25/hr for blaster and powderman; Add \$2.5/hr for blaster and powderman; Add \$2.5/hr for blaster and s				
Three or More Axle 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 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 23.31 17.13 40.44  LABORERS  General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$1.00/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 luterman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$2.20/hr for blaster and powderman; Add \$2.55/hr for bitotomman; Add \$3.55/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 Asbestos Abatement Worker Asbestos Abatement Worker Asbestos Abatement Worker 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, Thanksgivin	Cinale Aula au Tura Aula	00.07	15.10	41.97
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  23.31  17.13  40.44  LABORERS   General Laborer  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  36.84  0.46  37.30  Asbestos Abatement Worker  36.87  14.63  40.36  Future Increase(s): Add \$1.60/hr on 6/1/1014.  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			17.77	42.29
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 26.87 15.10 41.97  Truck Mechanic 23.31 17.13 40.44  LABORERS  General Laborer  LABORERS  General Laborer  Future Increase(s): Add \$1.60/hr on 6/1/2014.  Premium Pay: Add \$1.00/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$1.51/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man: Add \$2.50/hr for blaster and powderman; Add \$2.5/hr for bottomman; Add \$3.57/hr for line and grade specialist; Add \$4.57/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 36.84 0.46 37.30  Landscaper 49.04 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	Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate		ar's Day, Memor	ial Day,
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 26.87 15.10 41.97  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 row 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 36.84 0.46 37.30  Landscaper 29.04 14.63 43.67  Fruture 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 P				
Shadow or Pilot Vehicle 26.87 15.10 41.97 Truck Mechanic 23.31 17.13 40.44  LABORERS  General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$1.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$1.5/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$2.0/hr for blaster and powderman; Add \$2.5/hr for bottomman; Add \$3.5/hr for line and grade specialist; Add \$4.5/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 36.84 0.46 37.30  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	6/ 1/ 17. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic Day, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT'S website for details about the applicability of this night webusiness/ civilrights/ laborwages/ pwc. htm.	rate on Sunday, Nev Day. 2) Add \$1.50/l ork premium at: http	w Year's Day, Me or night work pre ://www.dot.wi.g	emorial emium. ov/
LABORERS  General Laborer 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 36.84 0.46 37.30 Landscaper 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 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.				
General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$1.00/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$1.5/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  36.84  0.46  37.30  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.				
General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$1.00/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  36.84  0.46  37.30  Landscaper  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 T	Truck Mechanic	23.31	17.13	40.44
Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$1.0/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$1.5/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 36.84 0.46 37.30  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 C	LABORERS			
Landscaper 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 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 12.67 30.98	Future Increase(s): Add \$1.60/hr on 6/1/2014.  Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or toperated), chain saw operator and demolition burning torch laborer; and luteman), formsetter (curb, sidewalk and pavement) and strike powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and gradout DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday Independence Day, Labor Day, Thanksgiving Day & Christmas Day, involving temporary traffic control setup, for lane and shoulder closured times period.	amper operator (me Add \$.15/hr for bitu off man; Add \$.20/hr ade specialist; Add \$ 7, New Year's Day, M 2) Add \$1.25/hr for ares, when work und ling prep time prior t	echanical hand minous worker ( for blaster and 6.45/hr for pipela lemorial Day, work on projects ler artificial illum	raker yer. s ination
Landscaper 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 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 12.67 30.98	A ala a ata a Ala ata wa a wt M/a wha w	00.04	0.46	37.30
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  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  12.67  30.98	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/14.	29.04		
Flagperson or Traffic Control Person 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 12.67 30.98	Day, Independence Day, Labor Day, Thanksgiving Day & Christmas involving temporary traffic control setup, for lane and shoulder closu conditions is necessary as required by the project provisions (includes up time period)	Day. 2) Add \$1.25/lures, when work und ling prep time prior t	nr for work on pr Ier artificial illum	ojects ination
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  12.67  30.98	Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2014.	25.67		
Dellar of Track Laborator 07.04	Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency requ	Day. 2) Add \$1.25/luires that work be pe	nr when the Wise erformed at night	consin
Dellar of Track Laborator 07.04	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.31	12.67	30.98
	Railroad Track Laborer	00.40	13.88	37.34

CALUMET COUNTY Page 3

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Towe Derrick, With or Without Attachments, With a Lifting Capacity of Over 10 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 L Crane With Boom Dollies; Traveling Crane (Bridge Type).  Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2 \$1.25/hr on 6/1/2017.	r or 00 _bs., 015); Add \$1.30	,	
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic random, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT'S website for details about the applicability of this night work business/ civilrights/ laborwages/ pwc. htm.	Day. 2) Add \$1.5	i0/hr night work pre	mium.
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilo (NOT Performing Work on the Great Lakes); Pile Driver.  Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2 \$1.25/hr on 6/1/2017.	er or ; er; t	20.40 /hr on 6/1/2016); A	56.62
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic randay, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT'S website for details about the applicability of this night work business/ civilrights/ laborwages/ pwc. htm.	Day. 2) Add \$1.5	60/hr night work pre	mium.
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster, Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Scre Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vlbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gut 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, Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Gr Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid I 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); Win	eed; ster  Tub rout r); Rig;	20.40	56.12

CALUMET COUNTY Page 4

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
& A- Frames. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2 \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic random Pay, Independence Day, Labor Day, Thanksgiving Day & Christmas I	ate on Sunday, Nev	w Year's Day, Me	morial
See DOT'S website for details about the applicability of this night wor 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 Industria Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Perform Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shoulderin Machine; Skid Steer Loader (With or Without Attachments); Telehandler Tining or Curing Machine.  Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2 \$1.25/hr on 6/1/2017.  Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic radius Day, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT'S website for details about the applicability of this night wor business/ civilrights/ laborwages/ pwc. htm.	al ning Jeep the g (5) (015); Add \$1.30/hr ate on Sunday, Nev Day. 2) Add \$1.50/l	w Year's Day, Me hr night work pre	morial mium.
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jackin System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surgin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machin Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or W Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2 \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic radius Day, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT'S website for details about the applicability of this night wor business/ civilrights/ laborwages/ pwc. htm.	e ine); /ell 015); Add \$1.30/hr ate on Sunday, Nev Day. 2) Add \$1.50/ rk premium at: http	w Year's Day, Me hr night work pre	morial mium.
Fiber Optic Cable Equipment.	26.60	 16.65	43.34

### ANNUAL PREVAILING WAGE RATE DETERMINATION FOR ALL STATE HIGHWAY PROJECTS WINNEBAGO 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.

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS \$	TOTAL
Bricklayer, Blocklayer or Stonemason	<b>Ψ</b> 30.77	16.92	47.69
Carpenter	30.48	15.90	46.38
Cement Finisher	32.65	17.32	49.97
Future Increase(s): Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1		17102	.0.07
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic ra Day, Independence Day, Labor Day, Thanksgiving Day & Christmas D Department of Transportation or responsible governing agency requir artificial illumination with traffic control and the work is completed afte	Day. 2) Add \$1.40/ es that work be p	hr when the Wisc erformed at night	consin
Electrician	37.25	16.30	53.55
Fence Erector	16.00	3.33	19.33
Ironworker	28.72	23.47	52.19
Future Increase(s): Add \$1.10/hr on 6/1/2014: Add \$1.15/hr on 6/1/20 Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate of Independence Day, Labor Day, Thanksgiving Day & Christmas Day.		ear's Day, Memor	ial Day,
Line Constructor (Electrical)	38.25	16.28	54.53
Painter	21.87	11.37	33.24
Pavement Marking Operator	30.00	0.00	30.00
Piledriver	30.98	15.90	46.88
Roofer or Waterproofer	21.60	4.14	25.74
Teledata Technician or Installer	21.89	8.36	30.25
Tuckpointer, Caulker or Cleaner	30.77	16.92	47.69
Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONL	_Y 34.43	15.24	49.67
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY		14.80	45.40
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.58	40.36

WINNEBAGO COUNTY Page 2

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	¥ 12.97	37.83
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.70	34.45
TRUCK DRIVERS			
Single Axle or Two Axle	06.07	15.10	41.97
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 of Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	on Sunday, New Ye	ar's Day, Memor	ial Day,
Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.75/hr on 6/1/14); Add \$1.25/hr on 6/1/15) 6/ 1/ 17. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic r Day, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT'S website for details about the applicability of this night wo business/ civilrights/ laborwages/ pwc. htm.	ate on Sunday, Nev Day. 2) Add \$1.50/l ork premium at: http	w Year's Day, Me hr night work pre	morial mium.
Pavement Marking Vehicle	00.01	 17.13	40.44
Chadaw ay Dilat Vakiala	00.07	15.10	41.97
Truck Mechanic	00 01	17.13	40.44
LABORERS			
General Laborer Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or to operated), chain saw operator and demolition burning torch laborer; and luteman), formsetter (curb, sidewalk and pavement) and strike opowderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and gran DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. involving temporary traffic control setup, for lane and shoulder closur conditions is necessary as required by the project provisions (includit such time period).	Add \$.15/hr for bitu off man; Add \$.20/hi ade specialist; Add \$ , New Year's Day, N 2) Add \$1.25/hr for res, when work uncing prep time prior t	minous worker ( r for blaster and 5.45/hr for pipela lemorial Day, work on projects ler artificial illumi	yer. Sination
Asbestos Abatement Worker	00.04	0.00	36.84
Landscaper Future Increase(s): Add \$1.60/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic r Day, Independence Day, Labor Day, Thanksgiving Day & Christmas involving temporary traffic control setup, for lane and shoulder closur conditions is necessary as required by the project provisions (includi such time period).	29.04 ate on Sunday, Nev Day. 2) Add \$1.25/I res, when work und ing prep time prior t	hr for work on pro ler artificial illumi	43.67 emorial ojects ination
Flagperson or Traffic Control Person Future Increase(s): Add \$1.60/hr on 6/1/2014. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic r Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency requ artificial illumination with traffic control and the work is completed aft	25.67 ate on Sunday, Nev Day. 2) Add \$1.25/I ires that work be pe er sunset and before	nr when the Wisc erformed at night re sunrise.	consin under
Fiber Optic Laborer (Outside, Other Than Concrete Encased)		11.29	29.60
Railroad Track Laborer	23.46	13.88	37.34

WINNEBAGO COUNTY Page 3

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE <u>BENEFITS</u> \$	TOTAL \$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Towe Derrick, With or Without Attachments, With a Lifting Capacity of Over 10 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 L Crane With Boom Dollies; Traveling Crane (Bridge Type).  Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2 \$1.25/hr on 6/1/2017.	r or 00 _bs., 015); Add \$1.30	,	
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic random, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT'S website for details about the applicability of this night work business/ civilrights/ laborwages/ pwc. htm.	Day. 2) Add \$1.5	i0/hr night work pre	mium.
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilo (NOT Performing Work on the Great Lakes); Pile Driver.  Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2 \$1.25/hr on 6/1/2017.	er or ; er; t	20.40 /hr on 6/1/2016); A	56.62
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic randay, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT'S website for details about the applicability of this night work business/ civilrights/ laborwages/ pwc. htm.	Day. 2) Add \$1.5	60/hr night work pre	mium.
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster, Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Scre Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vlbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gut 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, Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Gr Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid I 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); Win	eed; ster  Tub rout r); Rig;	20.40	56.12

WINNEBAGO COUNTY Page 4

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	<del></del>	<b>\$</b>
& A- Frames. Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2 \$1.25/hr on 6/ 1/ 2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic radius, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT'S website for details about the applicability of this night wo business/ civilrights/ laborwages/ pwc. htm.	ate on Sunday, Ne Day. 2) Add \$1.50/ rk premium at: http	w Year's Day, Me hr night work pre ://www.dot.wi.g	morial mium. ov/
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concret Finishing Machine (Road Type); Environmental Burner; Farm or Industri Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Perform Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shoulderin Machine; Skid Steer Loader (With or Without Attachments); Telehandler Tining or Curing Machine.  Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2 \$1.25/hr on 6/1/2017.  Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic red Day, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT'S website for details about the applicability of this night wo business/ civilrights/ laborwages/ pwc. htm.	ial ming Jeep n the ng r; 2015); Add \$1.30/hr ate on Sunday, Nev Day. 2) Add \$1.50/	w Year's Day, Me hr night work pre	morial mium.
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jackir System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surg 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 Mach Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or V Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.  Future Increase(s): Add \$1.75/hr on 6/1/2014); Add \$1.25/hr on 6/1/2 \$1.25/hr on 6/1/2017.  Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic red Day, Independence Day, Labor Day, Thanksgiving Day & Christmas See DOT'S website for details about the applicability of this night wo business/ civilrights/ laborwages/ pwc. htm.	ge vell 2015); Add \$1.30/hr ate on Sunday, Ne Day. 2) Add \$1.50/	w Year's Day, Me hr night work pre	morial mium.
Fiber Optic Cable Equipment.	26.69	16.65	43.34
		<del>-</del>	<del>_</del> ·

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

Truck Drivers:

Three or More Axles; Euclids, Dumptor &

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

		Basic Hourly	Fringe
LABORE	RS CLASSIFICATION:	Rates	Benefits
	<u> </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 (Shovele	•	
	, ,	•	
	Loader, Utility Man); Batch Truck Dumper; or Cement H	,	
	Bituminous Worker; (Dumper, Ironer, Smoother, Tamper	,,	
	Concrete Handler	\$29.04	14.53
Group 2:	Air Tool Operator; Joint Sawer and Filler (Pavement);		
	Vibrator or Tamper Operator (Mechanical Hand Operated	d);29.14	14.53
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter	,,	
·	(Curb, Sidewalk, and Pavement); Strike Off man	29.19	14.53
Group 4:	Line and Grade Specialist	29.39	14.53
Group 5:	Blaster and Powderman	29.24	14.53
Group 6:	Flagperson; Traffic Control	25.67	14.53

DATE: January 2, 2015

Fringe

Benefits

Basic Hourly

Rates

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 2, 2015.

#### CLASSES OF LABORER AND MECHANICS

Bricklayer	30.77	16.62
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman		
Ironworker		
Cement Mason/Concrete Finisher		
Electrician		
Line Construction		<b>2</b> 00 . ago o
	40.04	000/ 5.00
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		
Groundsman		
Painters	22.82	11.52
Well Drilling:		
Well Driller	16.52	3.70

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

Truck Drivers:

1 & 2 Axles

Three or More Axles; Euclids, Dumptor &

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

Basic Hourly Fringe LABORERS CLASSIFICATION: Rates Benefits Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler: Stone Handler: Bituminous Worker (Shoveler. Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Group 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Group 3: Bituminous Worker (Raker and Luteman); Formsetter 

DATE: January 2, 2015

Fringe

**Benefits** 

Basic Hourly

Rates

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR,

5.5(a)(1)(ii)). Includes Modification #0 dated January 2, 2015.

......25.18............18.31

#### CLASSES OF LABORER AND MECHANICS

Bricklayer	26.78	12.75
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman		
Ironworker		
Cement Mason/Concrete Finisher		
Electrician		
Line Construction		
Lineman	40.81	32% + 5.00
Heavy Equipment Operator	38.77	32% + 5.00
Equipment Operator		
Heavy Groundman Driver		
Light Groundman Driver		
Groundsman		
Painters	22.82	11.52
Well Drilling:		
Wal Driller	16.52	3.70

Winnebago County

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

POWER EQUIPMENT OPERATORS CLASSIFICATION:	Basic Hourly Rates	Fringe <u>Benefits</u>	POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)	Basic Hourly <u>Rates</u>	Fringe <u>Benefits</u>
Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer		\$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.  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;	\$36.72	\$20.93
operator, dredge engineer	\$37.22	\$20.93	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	\$36.17	\$20.93 \$20.93 \$20.93
planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			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		

DATE: January 2, 2015

STATE: Wisconsin

Area3-

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

FLORENCE (townships of Aurora, Commonwealth, Fern,

Florence and Homestead), MARINETTE (Niagara township)

LABORERS CLASSIFICATION:	Rates	<u>Benefits</u>		
Electricians Area 1	\$29.00	26.5%+ 9.15	Area4-	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Area 2:	Ψ29.00	20.370+ 9.13		Tratalins) CoolVIIEs.
Electricians Area 3:		18.43	Area5-	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of
Electrical contracts under \$13	30,000 26.24	16.85		Wausaukee), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto
Electrical contracts over \$130	0,000 29.41	16.97		County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and
Area 4:		28.75% + 9.27		Hutchins), VILAS AND WOOD COUNTIES
Area 5		24.85% + 9.70		
Area 6		19.30	Area6-	KENOSHA COUNTY
Area 8 Electricians		24.95% + 10.41	Area8-	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington
Area 9:	31.10	24.5570 1 10.41		township), ROCK and WALWORTH COUNTIES
Electricians		19.575		
		20.54	Area9-	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships),
		24.07		GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE
	32.87	19.23		(except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
		22.67		
7 tracto		22.01	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester
Teledata System Installer				Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 14			Area 11 -	DOUGLAS COUNTY
Installer/Technician		12.72	A160 11 -	DOUGLAGCOUNTT
Sound & Communications			Area 12 -	RACINE (except Burlington township) COUNTY
Area 15			Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Installer	_	14.84		
Technician		17.21	Area 14 -	Statewide.
(N. part, including Tow MARQUETTE (N. part	nship of New Holstein), GREEN LAKE nships of Berlin, St. Marie and Seneca), , including Townships of Crystal Lake, Ne MIE, WAUPACA, WAUSHARA and WIN		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.
CLARK (except Mayvil Lynn and Sherwood), C IRON, JACKSON, LA PRICE, RICHLAND, R	BAYFIELD, BUFFALO, BURNETT, CH lle, Colby, Unity, Sherman, Fremont, RAWFORD, DUNN, EAU CLAIRE, GRA CROSSE, MONROE, PEPIN, PIERCE, PO LUSK, ST. CROIX, SAWYER, TAYLOR, RNON and WASHBURN COUNTIES	.NT,		

DATE: January 2, 2015

### FEBRUARY 1999

### NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omision of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.

Page 1 of 1

### Wisconsin Department of Transportation PAGE: 2 DATE: 01/20/15

#### SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20150310026

PROJECT(S): FEDERAL ID(S): 1517-75-78 WISC 2015138 1517-75-81 WISC 2015139

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY   AND UNITS	DOLLARS   CTS	DOLLARS CTS
0110	204.0150 Removing Curb &  Gutter 	   280.000  LF		       .
0120	204.0155 Removing  Concrete Sidewalk	3,318.000  SY		       .
0130	204.0170 Removing Fence   	   670.000  LF		   
	204.0175 Removing  Concrete Slope Paving 	   622.000  SY		     
0150	204.0180 Removing  Delineators and Markers	   62.000  EACH		       .
0160	204.0190 Removing  Surface Drains 	   6.000  EACH		   
0170	204.0195 Removing  Concrete Bases 	   32.000  EACH		   
0180	204.0210 Removing  Manholes	   12.000  EACH		   
0190	204.0220 Removing Inlets 	   50.000  EACH	   	   
	204.0245 Removing Storm  Sewer (size) 01.12-15  Inch	   621.000  LF	       .	       .

## Wisconsin Department of Transportation PAGE: 3 DATE: 01/20/15

REVISED:

### SCHEDULE OF ITEMS CONTRACT: ONTRACT: 20150310026

PROJECT(S): FEDERAL ID(S): 1517-75-78 WISC 2015138 1517-75-81 WISC 2015139

LINE	I	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CTS	
	204.0245 Removing Storm  Sewer (size) 02. 18-21  Inch	   415.000  LF		     	
0220	204.0245 Removing Storm  Sewer (size) 03. 24-30  Inch	   872.000  LF		     	
	204.0245 Removing Storm  Sewer (size) 04. 36-42  Inch	   525.000  LF		       .	
	204.0245 Removing Storm  Sewer (size) 05. 48-54  Inch	   558.000  LF		       .	
	204.0245 Removing Storm  Sewer (size) 06.  10-Inch	   40.000  LF		     	
	204.9090.S Removing  (item description) 01.  Underdrain	   11,735.000  LF		   	
	205.0100 Excavation  Common **P**	   82,464.000  CY		     	
	206.1000 Excavation for  Structures Bridges  (structure) 001.  B-70-113	  LUMP	    LUMP 	       	
0290	206.1000 Excavation for Structures Bridges (structure) 002.	  LUMP	  LUMP 	     	
0300	209.0100 Backfill Granular	   1,480.000  CY		   	

# Wisconsin Department of Transportation PAGE: 4 DATE: 01/20/15

### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY   AND UNITS	DOLLARS   CTS	DOLLARS   CTS
0310	210.0100 Backfill  Structure 	   160.000  CY		
	211.0400 Prepare  Foundation for Asphaltic  Shoulders	   81.000  STA	     	
	213.0100 Finishing  Roadway (project) 01.  1517-75-78	   1.000  EACH	     .	     .
	213.0100 Finishing  Roadway (project) 02.  1517-75-81	   1.000  EACH	     .	     .
0350	305.0110 Base Aggregate  Dense 3/4-Inch 	   2,734.000  TON		     .
0360	305.0120 Base Aggregate  Dense 1 1/4-Inch 	   29,879.000  TON		
	310.0110 Base Aggregate  Open Graded 	   358.000  TON		
0380	311.0110 Breaker Run   	   49,618.000  TON	     	   
	405.0100 Coloring  Concrete Red 	   303.000  CY	     	       .
	415.1090 Concrete  Pavement HES 9-Inch 	3,085.000	       .	       .
0410	416.0160 Concrete  Driveway 6-Inch 	270.000	       .	       .

### Wisconsin Department of Transportation PAGE: 5 DATE: 01/20/15

### SCHEDULE OF ITEMS

REVISED:

LINE	1	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY   AND UNITS	!	DOLLARS CTS
	416.0190 Concrete  Driveway 9-Inch 	   174.000  SY		
0430	416.0270 Concrete  Driveway HES 7-Inch 	   42.000  SY	       .	   
	416.0512 Concrete  Roundabout Truck Apron  12-Inch	910.000	     	     
0450	416.0610 Drilled Tie  Bars 	   440.000  EACH	       .	       .
	416.0620 Drilled Dowel  Bars 	430.000  EACH		   
	416.1010 Concrete  Surface Drains 	10.000	   	   
0480	455.0605 Tack Coat   	   173.000  GAL	       .	   
	465.0105 Asphaltic  Surface 	   6,643.000  TON	     	   
0500	465.0120 Asphaltic  Surface Driveways and  Field Entrances	184.000  TON	   	
	465.0315 Asphaltic  Flumes 	61.000	   	   
	465.0400 Asphaltic  Shoulder Rumble Strips 		     	     

# Wisconsin Department of Transportation PAGE: 6 DATE: 01/20/15

#### SCHEDULE OF ITEMS

REVISED:

LINE	1	APPROX.	UNIT PRICE		BID AMOUNT	
NO	DESCRIPTION	QUANTITY     AND UNITS	DOLLARS	CTS	   DOLLARS	CTS
0530	502.3200 Protective  Surface Treatment 	2,700.000   SY			   	
0540	502.5005 Masonry Anchors  Type L No. 5 Bars 					
0550	502.5010 Masonry Anchors  Type L No. 6 Bars 				   	
0560	503.0145 Prestressed  Girder Type I 45-Inch 				   	
0570	505.0405 Bar Steel  Reinforcement HS Bridges 	   3,860.000   LB			   	
0580	505.0605 Bar Steel  Reinforcement HS Coated  Bridges	   190,100.000   LB			   	
0590	506.2605 Bearing Pads  Elastomeric  Non-Laminated	32.000   EACH			   	
	506.4000 Steel  Diaphragms (structure)  001. B-70-113				   	
	506.4000 Steel  Diaphragms (structure)  002. B-70-114					
0620	509.1500 Concrete  Surface Repair 				   	

### Wisconsin Department of Transportation PAGE: 7 DATE: 01/20/15

#### REVISED: SCHEDULE OF ITEMS

LINE	!	APPR		UNIT PF	RICE	BID AMOUNT
NO	DESCRIPTION	QUANT:		DOLLARS	CTS	   DOLLARS  CT
0630	511.1200 Temporary  Shoring (structure) 001  B-70-113	  SF	350.000			
0640	511.1200 Temporary  Shoring (structure) 002  B-70-114	  SF	390.000			
0650	511.1200 Temporary  Shoring (structure) 003  S-70-230	  SF	275.000	  - 	·	   
0660	516.0500 Rubberized  Membrane Waterproofing 	    SY	20.000	 	·	   
0670	517.1010.S Concrete  Staining (structure)  001. B-70-113	   4,	795.000	 		     .
0680	517.1010.S Concrete  Staining (structure)  002. B-70-114	   5,  SF	045.000			
0690	517.1050.S Architectural  Surface Treatment  (structure) 001.  B-70-113	!	460.000	     		     
0700	517.1050.S Architectural  Surface Treatment  (structure) 002.  B-70-114	    SF	460.000	     		
0710	520.8000 Concrete  Collars for Pipe 	    EACH	5.000	   		   
0720	521.2005.S Surface Drain  Pipe Corrugated Metal  Slotted (inch) 01.18  Inch	!	890.000	     		       

## Wisconsin Department of Transportation PAGE: 8 DATE: 01/20/15

SCHEDULE OF ITEMS REVISED:

LINE	!	APPROX.	UNIT PF	RICE	BID AM	OUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS	CTS	DOLLARS	CTS
0730	522.1012 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  12-Inch	   1.000  EACH				
0740	522.1015 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  15-Inch	   1.000  EACH			   	
0750	522.1018 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  18-Inch	10.000  EACH			   	
0760	522.1021 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  21-Inch	1.000   EACH			   	
0770	522.1024 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  24-Inch	5.000 EACH			   	
	522.1036 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  36-Inch	3.000 EACH			     	
	522.1042 Apron Endwalls  for Culvert Pipe  Reinforced Concrete  42-Inch	   1.000  EACH			   	
	523.0134 Culvert Pipe  Reinforced Concrete  Horizontal Elliptical  Class HE-III 34x53-Inch	305.000   LF			     	

### Wisconsin Department of Transportation PAGE: 9 DATE: 01/20/15

### SCHEDULE OF ITEMS

REVISED:

CONTRA	ACTOR:			
LINE NO	I	APPROX. QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
0810	  525.0118 Culvert Pipe  Corrugated Aluminum  18-Inch	AND ONTIS 	<u></u> 	DOBBARS     C15
	525.0318 Aluminum Apron  Endwalls for Aluminum  Culvert Pipe 18-Inch	   2.000  EACH	   	   
0830	550.0500 Pile Points 	   52.000  EACH	     	       .
0840	550.1100 Piling Steel HP  10-Inch X 42 Lb 	   4,448.000  LF	     	       .
	601.0405 Concrete Curb &  Gutter 18-Inch Type A 	   1,694.000  LF	     	   
	601.0409 Concrete Curb &  Gutter 30-Inch Type A 	   11,901.000  LF	   	
	601.0411 Concrete Curb &  Gutter 30-Inch Type D 	   1,203.000  LF	     	     
0880	601.0452 Concrete Curb &  Gutter Integral 30-Inch  Type D	   692.000  LF	     	     
0890	601.0580 Concrete Curb &  Gutter 4-Inch Sloped  36-Inch Type R	   732.000  LF		       .
	601.0600 Concrete Curb  Pedestrian 	   441.000  LF	   	       .
	602.0405 Concrete  Sidewalk 4-Inch 	   4,451.000  SF	 	

### Wisconsin Department of Transportation PAGE: 10 DATE: 01/20/15

SCHEDULE OF ITEMS REVISED:

CONTR	ACTOR :						
LINE NO	ITEM   DESCRIPTION		APPROX. QUANTITY	UNIT P	RICE	BID AM 	OUNT
	 	 	AND UNITS	DOLLARS	CTS	DOLLARS	CTS
0920	602.0410 Concrete  Sidewalk 5-Inch 	    SF	45,053.000			 	· 
0930	602.0415 Concrete  Sidewalk 6-Inch 	    SF	989.000				
0940	602.0515 Curb Ramp  Detectable Warning Field  Natural Patina	    SF	594.000				
0950	603.1456 Concrete  Barrier Type S56C 	      LF	136.000			   	
0960	603.8000 Concrete  Barrier Temporary  Precast Delivered	      LF	6,017.000			   	
0970	603.8125 Concrete  Barrier Temporary  Precast Installed	      LF	6,017.000			   	
0980	604.0400 Slope Paving  Concrete 	    SY	936.000			   	
0990	606.0200 Riprap Medium   	    CY	1,982.000			   	
	608.0312 Storm Sewer  Pipe Reinforced Concrete  Class III 12-Inch	      LF	363.000				
1010	608.0315 Storm Sewer  Pipe Reinforced Concrete  Class III 15-Inch	      LF	190.000				

## Wisconsin Department of Transportation PAGE: 11 DATE: 01/20/15

#### SCHEDULE OF ITEMS REVISED:

LINE	ITEM	APPR		UNIT PE	RICE	BID AM	OUNT
NO	DESCRIPTION 	QUANT AND U		   DOLLARS	CTS	   DOLLARS	CTS
1020	608.0318 Storm Sewer  Pipe Reinforced Concrete  Class III 18-Inch	     1,  LF	073.000	   		   	
	608.0321 Storm Sewer  Pipe Reinforced Concrete  Class III 21-Inch	      LF	113.000	   		   	
1040	608.0324 Storm Sewer  Pipe Reinforced Concrete  Class III 24-Inch	      LF	498.000	   		   	
1050	608.0330 Storm Sewer  Pipe Reinforced Concrete  Class III 30-Inch	      LF	105.000	   		   	
1060	608.0336 Storm Sewer  Pipe Reinforced Concrete  Class III 36-Inch	      LF	449.000	   		   	
	608.0412 Storm Sewer  Pipe Reinforced Concrete  Class IV 12-Inch	   1,  LF	532.000	   		   	
1080	608.0415 Storm Sewer  Pipe Reinforced Concrete  Class IV 15-Inch	      LF	526.000	   		   	
1090	608.0418 Storm Sewer  Pipe Reinforced Concrete  Class IV 18-Inch	    LF	593.000				
1100	608.0424 Storm Sewer  Pipe Reinforced Concrete  Class IV 24-Inch	      LF	270.000				
1110	608.0430 Storm Sewer  Pipe Reinforced Concrete  Class IV 30-Inch	      LF	105.000	     		     	

### Wisconsin Department of Transportation PAGE: 12 DATE: 01/20/15

### SCHEDULE OF ITEMS

REVISED:

LINE	   ITEM	APPROX.	   UNIT PRICE	   BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	İ	· ·
1120	608.0436 Storm Sewer  Pipe Reinforced Concrete  Class IV 36-Inch	   142.000  LF		
	608.0442 Storm Sewer  Pipe Reinforced Concrete  Class IV 42-Inch	   546.000  LF		
	608.0448 Storm Sewer  Pipe Reinforced Concrete  Class IV 48-Inch	   532.000  LF	     .	     .
1150	611.0530 Manhole Covers  Type J 	   27.000  EACH	     .	     .
	611.0612 Inlet Covers  Type C 	   2.000  EACH		     .
	611.0624 Inlet Covers  Type H 	   83.000  EACH	   	     .
	611.0639 Inlet Covers  Type H-S 	   8.000  EACH	     .	     .
	611.0642 Inlet Covers  Type MS 	   5.000  EACH		
	611.0652 Inlet Covers  Type T 	   10.000  EACH	     	     
	611.1004 Catch Basins  4-FT Diameter 	   2.000  EACH	   	   
	611.1005 Catch Basins  5-FT Diameter 	   2.000  EACH		     

# Wisconsin Department of Transportation PAGE: 13 DATE: 01/20/15

### SCHEDULE OF ITEMS

REVISED:

CONTRA	ACTOR :			
LINE NO	ITEM   DESCRIPTION	. ~-	UNIT PRICE	! .
	     611.2004 Manholes 4-FT  Diameter	AND UNITS        15.000  EACH	DOLLARS   CTS 	DOLLARS   CTS    
	  611.2005 Manholes 5-FT  Diameter 	1.000   EACH	· 	       
	611.2006 Manholes 6-FT  Diameter 	   4.000  EACH		     
	611.2007 Manholes 7-FT  Diameter 	   4.000  EACH	   	     
	611.2008 Manholes 8-FT  Diameter 	   4.000  EACH		   
1280	611.2066 Manholes 6x6-FT   	   1.000  EACH		   
	611.3003 Inlets 3-FT  Diameter 	   21.000  EACH	 	   
	611.3004 Inlets 4-FT  Diameter 	   43.000  EACH	     .	   
1310	611.3230 Inlets 2x3-FT   	   33.000  EACH	 	   
	611.3901 Inlets Median 1  Grate 	   5.000  EACH	 	   
	611.8110 Adjusting  Manhole Covers 	   6.000  EACH		   

## Wisconsin Department of Transportation PAGE: 14 DATE: 01/20/15

#### SCHEDULE OF ITEMS REVISED:

CONTRACT: ONTRACT: 20150310026

PROJECT(S): FEDERAL ID(S):
1517-75-78 WISC 2015138
1517-75-81 WISC 2015139

LINE	I .	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY   AND UNITS		DOLLARS   CTS
	611.8115 Adjusting Inlet  Covers			
1350	611.9800.S Pipe Grates 	   2.000   EACH		
	612.0204 Pipe Underdrain  Unperforated 4-Inch	408.000   LF		
	612.0206 Pipe Underdrain  Unperforated 6-Inch 	   37.000   LF		
	612.0406 Pipe Underdrain  Wrapped 6-Inch 	   979.000   LF		
	612.0806 Apron Endwalls  for Underdrain  Reinforced Concrete  6-Inch	   1.000   EACH		
	614.0010 Barrier System  Grading Shaping  Finishing	   4.000   EACH		
1410	614.0150 Anchor  Assemblies for Steel  Plate Beam Guard	   3.000   EACH		
	614.0400 Adjusting Steel  Plate Beam Guard			
1430	614.0905 Crash Cushions  Temporary 	2.000   EACH		

### Wisconsin Department of Transportation PAGE: 15 DATE: 01/20/15

### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CTS
1440	614.0920 Salvaged Rail   	   915.000  LF	-	
	614.0925 Salvaged  Guardrail End Treatments 	   2.000  EACH		
	614.1100 MGS Guardrail  Temporary Thrie Beam  Transition	   60.000  LF		
1470	614.2300 MGS Guardrail 3   	   610.000  LF		
	614.2610 MGS Guardrail  Terminal EAT 	   2.000  EACH		
	616.0100 Fence Woven  Wire (height) 01.6 Ft 	   670.000  LF		
1500	616.0700.S Fence Safety   	   2,579.000  LF	-	
1510	618.0100 Maintenance And  Repair of Haul Roads  (project) 01.  1517-75-78	1.000   1.000  EACH		
1520	618.0100 Maintenance And  Repair of Haul Roads  (project) 02.  1517-75-81	   1.000  EACH		
1530	619.1000 Mobilization   	   1.000  EACH		

## Wisconsin Department of Transportation PAGE: 16 DATE: 01/20/15

### SCHEDULE OF ITEMS

REVISED:

LINE		APPROX		UNIT PR	BID AM	OUNT
NO	DESCRIPTION 	QUANTIT		DOLLARS	   DOLLARS	CT
1540	620.0300 Concrete Median  Sloped Nose 	   46  SF	51.000  		   	
1550	624.0100 Water   	   48  MGAL	32.000  		   	
1560	625.0100 Topsoil   	   13,82  SY	  22.000 		     	
	625.0500 Salvaged  Topsoil 	   24,06  SY	  52.000 		   	
1580	627.0200 Mulching	   32,32  SY	  23.000 		   	
1590	628.1504 Silt Fence 	   18  LF	31.000     		   	
	628.1520 Silt Fence  Maintenance 	   18  LF	  31.000 		   	
	628.1905 Mobilizations  Erosion Control	    EACH	7.000		   	
1620	628.1910 Mobilizations Emergency Erosion Control	    EACH	4.000		   	
1630	628.2002 Erosion Mat  Class I Type A 	   1,36	  6.000 		   	
	628.2004 Erosion Mat  Class I Type B 	39    SY	  95.000 		     	

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REVISED:

SCHEDULE OF ITEMS

LINE	!	APPROX.	UNIT PRICE	· ·	
NO	DESCRIPTION 	201111111	   DOLLARS   CTS	   DOLLARS  CTS	
	628.2006 Erosion Mat  Urban Class I Type A 	   15,988.000  SY		   	
1660	628.2008 Erosion Mat  Urban Class I Type B 	   990.000  SY		   	
	628.2023 Erosion Mat  Class II Type B 	   1,920.000  SY		     	
	628.7005 Inlet  Protection Type A 	   113.000  EACH		     	
	628.7010 Inlet  Protection Type B 	   11.000  EACH		   	
	628.7015 Inlet  Protection Type C 	   111.000  EACH	 	   	
	628.7020 Inlet  Protection Type D 	   2.000  EACH	 	     	
	628.7555 Culvert Pipe  Checks 	   64.000  EACH		     	
1730	628.7560 Tracking Pads 	   5.000  EACH		   	
1740	628.7570 Rock Bags   	   219.000  EACH		   	
1750	629.0210 Fertilizer Type  B 	   24.270  CWT		     	

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### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS		DOLLARS CTS
1760	630.0130 Seeding Mixture  No. 30	   866.000  LB		
1770	630.0140 Seeding Mixture  No. 40 	   497.000  LB		   
	630.0200 Seeding  Temporary 	   680.000  LB		   
1790	632.0101 Trees (species)  (size) (root) 0001.  Coffeetree, Alder, Black  B&B 2 1/2 -Inch Cal	   4.000  EACH 	  - 	   
1800	632.0101 Trees (species)  (size) (root) 0003.  Buckeye,Sunset B&B 2 1/2  - Inch Ca	   11.000  EACH		     
1810	632.0101 Trees (species)  (size) (root) 0005.  Gingko, Princeton Sentry  B&B 2 1/2 - Inch Cal	   2.000  EACH		     
1820	632.0101 Trees (species)  (size) (root) 0007.  Maple, State Street  Miyabei B&B 2 1/2 - Inch  Cal	   6.000  EACH 		       
1830	632.0101 Trees (species)  (size) (root) 0009.  Crabapple, 'Spring Snow'  B&B 2-Inch Cal	3.000   3.000  EACH		     
1840	632.0101 Trees (species)  (size) (root) 0011.,  Musclewood, Multi-Stem  B&B 2-Inch Cal	   6.000  EACH		     

### Wisconsin Department of Transportation PAGE: 19 DATE: 01/20/15

REVISED:

SCHEDULE OF ITEMS

CONTRACT: ONTRACT: 20150310026

PROJECT(S): FEDERAL ID(S): 1517-75-78 WISC 2015138 1517-75-81 WISC 2015139

LINE		APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY   AND UNITS	DOLLARS   CTS	   DOLLARS  CTS
	632.0101 Trees (species)  (size) (root) 0013.  Pear, Autumn Blaze B&B  2-Inch Cal	7.000   7.000  EACH		
	632.0101 Trees (species)  (size) (root) 0017.  Honeysuckle, Dwarf Bush  Cont 18-24 Inch Ht	   10.000  EACH	       	
	632.0101 Trees (species)  (size) (root) 0019.  Sumac, Gro Low Cont.  18-24 Inch Ht	   16.000  EACH		
	632.9101 Landscape  Planting Surveillance  and Care Cycles	   24.000  EACH	   	     
1890	633.0100 Delineator  Posts Steel 	   62.000  EACH	     	     
	633.0500 Delineator  Reflectors 	   62.000  EACH	   	     
1910	633.5200 Markers Culvert  End 	   22.000  EACH	   	     
	634.0612 Posts Wood  4x6-Inch X 12-FT 	   6.000  EACH	   	     .
	634.0614 Posts Wood  4x6-Inch X 14-FT 	   60.000  EACH	   	
1940	634.0616 Posts Wood  4x6-Inch X 16-FT 	   17.000  EACH		

### Wisconsin Department of Transportation PAGE: 20 DATE: 01/20/15

#### SCHEDULE OF ITEMS REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY   AND UNITS	   DOLLARS   CTS	DOLLARS CTS
1950	634.0618 Posts Wood  4x6-Inch X 18-FT 	   12.000  EACH	-	
1960	636.0100 Sign Supports  Concrete Masonry	   46.000  CY	     	     
	636.1000 Sign Supports  Steel Reinforcement HS	   3,460.000  LB		     
	636.1500 Sign Supports  Steel Coated  Reinforcement HS	   1,460.000  LB	   	     
	637.1220 Signs Type I  Reflective SH 	   1,373.750  SF	-	
	637.2210 Signs Type II  Reflective H 	   948.610  SF		
	637.2215 Signs Type II  Reflective H Folding 	   130.760  SF		     
2020	637.2230 Signs Type II  Reflective F 	   24.500  SF		
2030	638.2101 Moving Signs  Type I 	   2.000  EACH	-	
2040	638.2602 Removing Signs  Type II 	   70.000  EACH	   	   
2050	638.3000 Removing Small  Sign Supports 	   52.000  EACH		       .

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REVISED:

### SCHEDULE OF ITEMS

CONTRACT: ONTRACT: 20150310026

PROJECT(S): FEDERAL ID(S):
1517-75-78 WISC 2015138
1517-75-81 WISC 2015139

LINE	I .	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY   AND UNITS	1	DOLLARS CTS
2060	638.3100 Removing  Structural Steel Sign  Supports	   2.000  EACH		
	641.6600 Sign Bridge  (structure) 001.  S-70-229	  LUMP 	    LUMP 	     
	641.6600 Sign Bridge  (structure) 002.  S-70-230	  LUMP	    LUMP 	     
	641.8100 Overhead Sign  Support (structure) 001.  S-70-228	  LUMP 	    LUMP	     
	641.8100 Overhead Sign  Support (structure) 002.  S-70-231	  LUMP 	    LUMP	       .
	641.8100 Overhead Sign   Support (structure) 003.   S-70-232	  LUMP	    LUMP 	     
	641.8100 Overhead Sign Support (structure) 004. S-70-233	  LUMP	    LUMP 	     
	643.0100 Traffic Control  (project) 01.  1517-75-78	   1.000  EACH		       .
	643.0100 Traffic Control  (project) 02.  1517-75-81	   1.000  EACH		     
2150	643.0300 Traffic Control  Drums	   10,897.000  DAY	   	       .
2160	643.0410 Traffic Control  Barricades Type II 	   865.000  DAY		       .

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#### SCHEDULE OF ITEMS

REVISED:

LINE	 	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY   AND UNITS	   DOLLARS   CTS	DOLLARS   CTS
	643.0420 Traffic Control  Barricades Type III 	   4,165.000  DAY		
2180	643.0705 Traffic Control  Warning Lights Type A 	   5,856.000  DAY		     .
2190	643.0715 Traffic Control  Warning Lights Type C 	   10,222.000  DAY	     .	     .
2200	643.0800 Traffic Control  Arrow Boards 	   321.000  DAY		
	643.0900 Traffic Control  Signs 	   4,389.000  DAY		
	643.0910 Traffic Control  Covering Signs Type I 	7.000   EACH		
	643.0920 Traffic Control  Covering Signs Type II 	   6.000  EACH	     	     
	643.1050 Traffic Control  Signs PCMS 	58.000 DAY	   	       .
2250	643.2000 Traffic Control  Detour (project) 01.  1517-75-78	   1.000  EACH	   	       .
2260	643.3000 Traffic Control  Detour Signs 	   14,511.000  DAY		
	645.0120 Geotextile  Fabric Type HR 	   1,077.000  SY		

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#### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY   AND UNITS	DOLLARS CTS	DOLLARS CTS
	646.0106 Pavement  Marking Epoxy 4-Inch 	   21,427.000  LF	)	
2290	646.0126 Pavement  Marking Epoxy 8-Inch 	   2,864.000  LF	         	   
	646.0600 Removing  Pavement Markings 	   37,898.000  LF		       .
2310	646.0841.S Pavement  Marking Grooved Wet  Reflective Contrast Tape  4-Inch	   1,362.000  LF	 	     
2320	646.0843.S Pavement  Marking Grooved Wet  Reflective Contrast Tape  8-Inch	3,574.000   3,574.000		     
	647.0166 Pavement  Marking Arrows Epoxy  Type 2	   16.000  EACH	)   	       .
2340	647.0206 Pavement  Marking Arrows Bike Lane  Epoxy	   12.000  EACH	         	   
2350	647.0306 Pavement  Marking Symbols Bike  Lane Epoxy	   12.000  EACH	)     .	
2360	647.0356 Pavement  Marking Words Epoxy 	   8.000  EACH	)   	     
2370	647.0566 Pavement  Marking Stop Line Epoxy  18-Inch	   216.000  LF		       .

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SCHEDULE OF ITEMS REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY   AND UNITS	DOLLARS CTS	DOLLARS CT
2380	647.0766 Pavement  Marking Crosswalk Epoxy  6-Inch	   1,797.00  LF	) ) 	   
	649.0100 Temporary  Pavement Marking 4-Inch 	   21,046.00  LF	0	   
	649.0701 Temporary  Pavement Marking 8-Inch 	   13,760.00  LF	0   .	   
	652.0125 Conduit Rigid  Metallic 2-Inch 	   40.00	0	
	652.0225 Conduit Rigid  Nonmetallic Schedule 40  2-Inch	   6,608.00  LF	) ) 	   
2430	652.0235 Conduit Rigid  Nonmetallic Schedule 40  3-Inch	2,934.00	)     .	     
	652.0615 Conduit Special  3-Inch 	   1,220.00	) ) 	     
2450	653.0135 Pull Boxes  Steel 24x36-Inch	   6.00  EACH	)   	       .
2460	653.0140 Pull Boxes  Steel 24x42-Inch	   53.00  EACH	)   	       .
2470	653.0222 Junction Boxes  18x12x6-Inch	   1.00	o  	       .
2480	653.0905 Removing Pull  Boxes 	   38.00	    0    .	     

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SCHEDULE OF ITEMS REVISED:

ONTRACT: 20150310026 CONTRACT:

PROJECT(S): FEDERAL ID(S): 1517-75-78 WISC 2015138 1517-75-81 WISC 2015139

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CTS
	654.0101 Concrete Bases  Type 1 	   17.000  EACH		     
	654.0105 Concrete Bases  Type 5 	   52.000  EACH		     
2510	654.0217 Concrete  Control Cabinet Bases  Type 9 Special	   2.000  EACH	     	   
2520	654.0220 Concrete  Control Cabinet Bases  Type 10	   2.000  EACH		
2530	654.0230 Concrete  Control Cabinet Bases  Type L30	   2.000  EACH		
	655.0230 Cable Traffic  Signal 5-14 AWG 	   4,730.000  LF		
	655.0240 Cable Traffic  Signal 7-14 AWG 	   1,020.000  LF		     
	655.0260 Cable Traffic  Signal 12-14 AWG 	   2,820.000  LF		     
	655.0305 Cable Type UF  2-12 AWG Grounded 	   480.000  LF		     
2580	655.0515 Electrical Wire  Traffic Signals 10 AWG 	   9,885.000  LF	   	   
2590	655.0610 Electrical Wire  Lighting 12 AWG 			     

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SCHEDULE OF ITEMS REVISED:

LINE	1	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY   AND UNITS	DOLLARS   CTS	DOLLARS CTS
	655.0620 Electrical Wire  Lighting 8 AWG 	   16,752.000  LF		
	655.0625 Electrical Wire  Lighting 6 AWG 	   27,150.000  LF	       .	       .
2620	655.0700 Loop Detector  Lead In Cable 	   500.000  LF	       .	     
2630	656.0200 Electrical  Service Meter Breaker  Pedestal (location) 001.  Cb-100	· ·	  LUMP 	
	656.0200 Electrical  Service Meter Breaker  Pedestal (location) 002.  (Cb-200)		  LUMP 	
2650	656.0200 Electrical  Service Meter Breaker  Pedestal (location) 003.  STH 47 And CTH AP		    LUMP 	     
2660	656.0200 Electrical  Service Meter Breaker  Pedestal (location) 004.  STH 47 And CTH P	l .	  LUMP 	     
2670	657.0100 Pedestal Bases   	   19.000  EACH	     	       .
2680	657.0255 Transformer  Bases Breakaway 11  1/2-Inch Bolt Circle	   52.000  EACH	 	     .
	657.0322 Poles Type  5-Aluminum 			     

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SCHEDULE OF ITEMS REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS		DOLLARS CTS
2700	657.0420 Traffic Signal  Standards Aluminum 13-FT 	3.000  EACH		
2710	657.0425 Traffic Signal  Standards Aluminum 15-FT	7.000   T.000		     
	657.0430 Traffic Signal  Standards Aluminum 10-FT	9.000   EACH	   	     
	657.0710 Luminaire Arms  Truss Type 4 1/2-Inch  Clamp 12-FT	   48.000  EACH		       .
2740	657.1355 Install Poles  Type 12 	   4.000  EACH		       .
2750	657.1360 Install Poles  Type 13 	   4.000  EACH		     
2760	657.1535 Install  Monotube Arms 35-FT	   1.000  EACH	   	     
2770	657.1540 Install  Monotube Arms 40-FT	   1.000  EACH		     
2780	657.1545 Install  Monotube Arms 45-FT	2.000   EACH	 	     
2790	657.1550 Install  Monotube Arms 50-FT 	   1.000  EACH		   
2800	657.1555 Install  Monotube Arms 55-FT	   3.000  EACH		     

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### SCHEDULE OF ITEMS

REVISED:

LINE	!	!	ROX.	UNIT PR		BID AM	
NO	DESCRIPTION			DOLLARS		   DOLLARS	CTS
	657.1812 Install  Luminaire Arms Steel  12-FT	    EACH	4.000				
2820	658.0110 Traffic Signal  Face 3-12 Inch Vertical 	    EACH	26.000			   	•
2830	658.0115 Traffic Signal  Face 4-12 Inch Vertical 	    EACH	10.000			   	•
	658.0215 Backplates  Signal Face 3 Section  12-Inch	    EACH	26.000			   	•
2850	658.0220 Backplates  Signal Face 4 Section  12-Inch	    EACH	10.000			   	
2860	658.0416 Pedestrian  Signal Face 16-Inch 	    EACH	14.000			   	•
	658.0500 Pedestrian Push  Buttons 	    EACH	14.000			   	•
2880	658.0600 Led Modules  12-Inch Red Ball 	    EACH	24.000			 	
2890	658.0605 Led Modules  12-Inch Yellow Ball 	      EACH	24.000			   	
2900	658.0610 Led Modules  12-Inch Green Ball 	      EACH	24.000		•	   	
2910	658.0615 Led Modules  12-Inch Red Arrow 	      EACH	12.000			   	

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SCHEDULE OF ITEMS REVISED:

CONTRA	ACTOR :			
LINE NO	ITEM   DESCRIPTION 	APPROX. QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT     DOLLARS  CTS
2920	658.0620 Led Modules  12-Inch Yellow Arrow 	   24.00  EACH	00	     
2930	658.0625 Led Modules  12-Inch Green Arrow	   10.00  EACH	00	   
	658.0635 Led Modules  Pedestrian Countdown  Timer 16-Inch	   14.00  EACH	00	   
	658.5069 Signal Mounting  Hardware (location) 001.  Sth 47 And Cth Ap	  LUMP 	  LUMP 	     .
	658.5069 Signal Mounting  Hardware (location) 002.  Sth 47 And Cth P	·	  LUMP 	     .
	659.0600 Underdeck  Lighting (location) 001.  B-70-113	  LUMP 	  LUMP 	
2980	659.0600 Underdeck  Lighting (location) 002.  B-70-114	  LUMP 	  LUMP 	
	659.0802 Plaques  Sequence Identification 	   48.00  EACH	00	
3000	659.1120 Luminaires  Utility LED B 	   48.00  EACH	00	
3010	659.1125 Luminaires  Utility LED C 	   4.00  EACH	00	
3020	659.1210 Luminaires  Underdeck LED B 	   4.00  EACH	00	     

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REVISED:

### SCHEDULE OF ITEMS

LINE	I	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY   AND UNITS	!	   DOLLARS  CTS
3030	661.0200 Temporary  Traffic Signals for  Intersections (location)  001. Midway Road	LUMP	LUMP	
3040	661.0200 Temporary  Traffic Signals for  Intersections (location)  002. Valley Road	LUMP	LUMP	
	662.2024.S Ramp Closure  Gates Solar 24-FT	   2.000  EACH	   	   
	662.2040.S Ramp Closure  Gates Solar 40-FT 	   2.000  EACH	   	·
	670.0100 Field System  Integrator 	  LUMP 	  LUMP	   
	670.0200 ITS  Documentation	  LUMP	  LUMP	 
	671.0212 Conduit HDPE   Directional Bore 1-Duct   2-Inch	   138.000  LF	   	
3100	672.0100 Base ITS  Controller Cabinet 	   2.000  EACH	   	   
3110	690.0150 Sawing Asphalt   	   592.000  LF	   	   
3120	690.0250 Sawing Concrete 	   4,784.000  LF	   	 

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#### SCHEDULE OF ITEMS

ONTRACT: 20150310026 CONTRACT:

PROJECT(S): FEDERAL ID(S): 1517-75-78 WISC 2015138 1517-75-81 WISC 2015139

LINE	!	1	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION 	QUANTITY   AND UNITS		   DOLLARS   CTS	DOLLARS CTS	
3130	715.0415 Incentive  Strength Concrete  Pavement	    DOL	2,401.000	1.00000	2401.00	
3140	715.0502 Incentive  Strength Concrete  Structures	    DOL	5,268.000	1.00000	5268.00	
3150	ASP.1T0A On-the-Job  Training Apprentice at  \$5.00/HR	      HRS	2,500.000	   5.00000 	12500.00	
3160	ASP.1T0G On-the-Job  Training Graduate at \$5.  00/HR	      HRS	3,280.000	5.00000	16400.00	
3170	SPV.0035 Special 501.  Planting Mix 	    CY	630.000	     		
3180	SPV.0035 Special 700.  High Performance  Concrete (HPC) Masonry  Bridges	    CY 	878.000			
3190	SPV.0045 Special 016.  Temporary Crosswalk  Access	    DAY	225.000	   		
3200	SPV.0060 Special 001.  CPM Baseline Schedule 	    EACH	1.000	     		
3210	SPV.0060 Special 002.  CPM Schedule Monthly  Updates	    EACH	3.000	     		
3220	SPV.0060 Special 004.  Colored Concrete  Foundation 6-Inch  Special	      EACH	3.000			

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REVISED:

#### SCHEDULE OF ITEMS

PROJECT(S): FEDERAL ID(S): 1517-75-78 WISC 2015138 1517-75-81 WISC 2015139 ONTRACT: 20150310026

CONTRACT:

LINE	ITEM	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY     AND UNITS	DOLLARS   CT	S   DOLLARS  CTS
3230	SPV.0060 Special 005.  Concrete Bases Type 13	8.000    EACH		
	SPV.0060 Special 010. Remove And Deliver Existing Ramp Gate	   8.000   EACH		
	SPV.0060 Special 018.  Temporary Curb Ramp	1.000   EACH		.
3260	SPV.0060 Special 100.  Inlet Type 2 Special			
3270	SPV.0060 Special 103.  Emergency Street  Sweeping Mobilization	3.000   EACH		
3280	SPV.0060 Special 105.  Removal Of Large Inlet  Structure 105ASB+61	1.000   EACH		
	SPV.0060 Special 200.  Crash Cushion Temporary  Left In Place	2.000   EACH		
3300	SPV.0060 Special 300.  Pavement Marking Grooved  Contrast Preformed  Thermoplastic Arrows  Type 1	12.000   EACH		
3310	SPV.0060 Special 301.  Pavement Marking Grooved  Contrast Preformed  Thermoplastic Arrows  Type 2	12.000		

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#### SCHEDULE OF ITEMS

REVISED:

LINE	 	API	PROX.	UNIT	PRICE	BID AM	OUNT
NO	DESCRIPTION 		QUANTITY  -   AND UNITS		CTS	   DOLLARS	CTS
3320	SPV.0060 Special 302.  Pavement Marking Grooved  Contrast Preformed  Thermoplastic Arrows  Type 2R	    EACH 	4.000			       	
3330	SPV.0060 Special 303.  Pavement Marking Grooved  Contrast Preformed  Thermoplastic Arrows  Type 3	    EACH 	3.000			       	
3340	SPV.0060 Special 304.  Pavement Marking Grooved  Contrast Preformed  Thermoplastic Arrows  Type 3R	    EACH 	8.000			       	
3350	SPV.0060 Special 305.  Pavement Marking Grooved  Contrast Preformed  Thermoplastic Arrows-  Words	    EACH 	22.000			       	
3360	SPV.0060 Special 351.  Lighting Control Cabinet  - Roundabout	    EACH	1.000			   	
3370	SPV.0060 Special 352.  Lighting Control Cabinet  - Menasha	    EACH	1.000			   	•
3380	SPV.0060 Special 450.  Modify Traffic Signals  Intersection Appleton  Road And Valley Road	    EACH	2.000			     	
3390	SPV.0060 Special 501.  Aster, Professor  Kippenburg Cont #1	      EACH	453.000	   		   	

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REVISED:

#### SCHEDULE OF ITEMS

PROJECT(S): FEDERAL ID(S): 1517-75-78 WISC 2015138 1517-75-81 WISC 2015139 ONTRACT: 20150310026

CONTRACT:

LINE	ITEM   DESCRIPTION 	APPROX.	UNIT PRICE		BID AMOUNT	
NO		QUANTITY     AND UNITS	DOLLARS	CTS	   DOLLARS	CTS
3400	SPV.0060 Special 502.  Coneflower, Purple Cont  #1			   		
	SPV.0060 Special 503. Coreopis, 'Sienna Sunset' Cont #1			   		
	SPV.0060 Special 504.  Goldenrod, Stiff Cont #1	   47.000   EACH			   	
	SPV.0060 Special 505.  Grass, Blue Moor	16.000   EACH			   	
	SPV.0060 Special 506.  Grass, Karl Forester  Reed Cont #1	   154.000   EACH			   	
3450	SPV.0060 Special 507.  Grass, Dropseed Prairie  Cont #1	112.000   EACH			   	
3460	SPV.0060 Special 508.  Grass, Little Bluestem  Cont #1				   	
3470	SPV.0060 Special 509.  Salvia, Perennial Cont  #1	48.000   EACH			     	
3480	SPV.0060 Special 510. Sedum, Autumn Joy Cont #1	   111.000   EACH			   	
	SPV.0060 Special 511.  Susan, Black Eyed Cont  #1	107.000   EACH			     	

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SCHEDULE OF ITEMS REVISED:

CONTRACTOR :								
LINE NO	ITEM DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT				
	 	AND UNITS	DOLLARS   CTS	DOLLARS CTS				
	SPV.0060 Special 512.  Yarrow, Walter Funcke  Cont#1	   95.000  EACH		     .				
3510	SPV.0060 Special 513.  Bike Rack 	   3.000  EACH	   	     .				
3520	SPV.0060 Special 514.  Trash Receptacle 	   3.000  EACH	   					
	SPV.0060 Special 515.  Backed Bench (3) Seats 	   2.000  EACH						
	SPV.0060 Special 516.  Backed Bench (5) Seats	   1.000  EACH		     				
	SPV.0060 Special 517.  Bus Shelter - Small 	   2.000  EACH						
3560	SPV.0060 Special 518.  Bus Shelter - Large 	   1.000  EACH						
	SPV.0075 Special 101.  Street Sweeping	   80.000  HRS		     				
3580	SPV.0075 Special 102.  Emergency Street  Sweeping	   20.000  HRS	   	     				
	SPV.0090 Special 005.  Concrete Curb & Gutter  78-Inch Integral Type A	   1,813.000  LF	     	     				

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SCHEDULE OF ITEMS

REVISED:

LINE   NO	ITEM   DESCRIPTION 	APPROX.		UNIT PRICE		BID AMOUNT	
		-	ANTITY D UNITS	DOLLARS	CTS	DOLLARS	CTS
3600	SPV.0090 Special 006. Concrete Curb & Gutter 30-Inch HES Type A	      LF	201.000		.		
3610	SPV.0090 Special 201. Concrete Barrier Temporary Precast Left In Place	      LF	4,000.000				
3620	SPV.0090 Special 204.  Install Microwave  Detector Cable	      LF	1,410.000		.		
3630	SPV.0090 Special 306. Pavement Marking Grooved Contrast PreformThermoplastic Yield Line 18-Inch	      LF 	270.000		.		
3640	SPV.0090 Special 307. Pavement Marking Grooved Contrast Preformed Thermoplastic 8-Inch	      LF 	613.000		.		
3650	SPV.0090 Special 308. Pavement Marking Grooved Preformed Thermoplastic Crosswalk 6-Inch	    LF 	553.000		.		
	SPV.0090 Special 501.  Aluminum Edging	      LF	425.000    425.000		.		
3670	SPV.0105 Special 012.  Survey Project1517-75-78	  LUMP 		LUMP			
3680	SPV.0105 Special 013.  Survey Project  1517-75-81	    LUMP 		LUMP	     		

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SCHEDULE OF ITEMS REVISED:

LINE	I	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CTS	
3690	SPV.0105 Special 019. Concrete Pavement Joint Layout	  LUMP	  LUMP		
3700	SPV.0105 Special 202. Remove Traffic Signals Sth 47 And Cth Ap	  LUMP	  LUMP		
3710	SPV.0105 Special 203.  Remove Traffic Signals  Sth 47 And Cth P	  LUMP	  LUMP		
3720	SPV.0105 Special 204. REMOVE TRAFFIC SIGNAL STH 47 AND USH10EB/STH 441 NB	  LUMP 	  LUMP 		
3730	SPV.0105 Special 205.  REMOVE TRAFFIC SIGNAL  STH 47 AND USH 10 WB/  STH 441 SB	  LUMP 	  LUMP 		
3740	SPV.0120 Special 104.  Water for Seeded Areas	   851.000  MGAL	   		
	SPV.0165 Special 007.  Concrete Sidewalk 7-Inch  HES	532.000  SF	   		
	SPV.0165 Special 017.  Temporary Sidewalk Or  Walkway	   5,910.000  SF			
	SPV.0165 Special 501.  Stone Mulch Epoxied 	5,000.000  SF	     		
3780	SPV.0165 Special 502.  Mulch Shredded Bark	8,500.000  SF	   		

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#### SCHEDULE OF ITEMS REVISED:

LINE	ITEM   DESCRIPTION 	APPROX.     QUANTITY     AND UNITS		UNIT PRICE		BID AMOUNT	
NO				DOLLARS	CTS	   DOLLARS	CTS
	SPV.0180 Special 003.  Modified High  Performance Concrete  (HPC) Pavement 9-Inch	   30,5  SY	         				
3800	SPV.0180 Special 008.  Colored And Stamped  Concrete 5-Inch	   3,1  SY	31.000			   	
3810	SPV.0180 Special 009.  Colored And Stamped  Concrete 9-Inch	    SY	61.000			   	
	SPV.0180 Special 010.  Colored Concrete 5-Inch	   1,4  SY	  30.000			   	
	SPV.0180 Special 011.  Colored Concrete 9-Inch	   2  SY	  49.000 				
	SPV.0180 Special 014.  Geogrid Reinforcement  1517-75-78	   16,5  SY	  25.000 			   	
	SPV.0180 Special 015.  Geogrid Reinforcement	   2,4  SY	  16.000 			   	
	SPV.0180 Special 503.  Mulch, Mississippi River  Gravel 1 1/2- Inch	    SY	7.000				
	   SECTION 0001 TOTAL		   				
	     TOTAL BID		   				

### PLEASE ATTACH SCHEDULE OF ITEMS HERE