

HIGHWAY WORK PROPOSAL

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

Proposal Number:

17

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Winnebago	1517-07-79	WISC 2015 426	USH 10 - USH 10/STH 441 County CB - Oneida Street US 41 Interchange B-70-400 & USH 10 EB	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, \$ 350,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: July 14, 2015 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time May 1, 2017	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 8%	This contract is subject to federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

Type of Work Common excavation, borrow, construction of Structure B-70-400, S-70-200, S-70-201, S-70-250, S70-252, existing structure demolition, base aggregate, concrete pavement, asphalt (temporary and permanent) pavement, erosion control, storm sewer, and traffic control.	Date Guaranty Returned
Notice of Award Dated	

**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 June 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

- (1) Obtain bidding proposals as specified in **section 102** of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
 1. Electronic bid on the internet.
 2. Electronic bid on a printout with accompanying diskette or CD ROM.
 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at:

Use the following link prior to June 19, 2015:

<http://roadwaystandards.dot.wi.gov/hcci/>

Use the following link beginning June 19, 2015:

<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 P.M. local time on the Thursday before the letting. Check the department's web site after 5:00 P.M. local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express™ on-line bidding exchange at <http://www.bidx.com/> after 5:00 P.M. local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.

- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the www.bidx.com web site or by contacting:

Info Tech Inc.

5700 SW 34th Street, Suite 1235

Gainesville, FL 32608-5371

email: <mailto:customer.support@bidx.com>

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:

Use the following link prior to June 19, 2015:

<http://roadwaystandards.dot.wi.gov/hcci/>

Use the following link beginning June 19, 2015:

<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid ExpressTM web site reflecting the latest addenda posted on the department's web site at:

Use the following link prior to June 19, 2015:

<http://roadwaystandards.dot.wi.gov/hcci/>

Use the following link beginning June 19, 2015:

<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

Use ExpediteTM software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid ExpressTM web site to assure that the schedule of items is prepared properly.

- (2) Staple an 8 1/2 by 11 inch printout of the ExpediteTM 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 ExpediteTM generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder

Name

BN00

Proposals: 1, 12, 14, & 22

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.

- (4) The bidder-submitted printout of the Expedite™ generated schedule of items is the governing contract document and must conform to the requirements of [section 102](#) of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.
- (5) In addition to the reasons specified in [section 102](#) of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
 - 1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
 - 2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
 - 3. The diskette or CD ROM is not submitted at the time and place the department designates.

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. Administrative.

1.1 General.

Perform the work under this construction contract for Project 1517-07-79, USH 10 – USH 10/STH 441, County CB - Oneida Street, USH 41 Interchange B-70-400 and USH 10 eastbound, Winnebago County, Wisconsin, as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2015 Edition, as published by the department, and these special provisions.

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

100-005 (20141107)

1.2 Scope of Work.

The work under this contract consists of common excavation, borrow, construction of structure B-70-400, S-70-200, S-70-201, S-70-250, S-70-252, base aggregate, concrete pavement, asphalt pavement, erosion control, storm sewer, traffic control, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

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.

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 has schedule and work zone overlap. Coordinate activities with Project 1517-07-76 contractor.

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 on September 22, 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 has schedule and work zone overlap. Coordinate activities with Project 1517-07-72 contractor.

Project 1517-07-77, USH 41 Interchange Bridges and LLBDM Bridge B-70-61 Redecking, Winnebago County, Wisconsin under a department contract. Work under this contract (anticipated LET date of July 12, 2016) is anticipated to be complete in July 2018. The work under this contract consists of common excavation, borrow excavation, construction of structures B-70-401, B-70-405, B-70-406, redecking of B-70-61, S-70-209, S-70-254, S-70-36, S-70-201, S-70-206, S-70-248, S-70-253, S-70-257, concrete pavement, HMA Pavement, storm sewer and erosion control. The work under this contract has schedule and work zone overlap. Coordinate activities with Project 1517-07-77 contractor.

Project 1517-75-71 Racine Road Interchange Early Fill, Winnebago County, Wisconsin under a department contract. Work under this contract (anticipated 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 Interchange Construction, Winnebago County, Wisconsin under a department contract. Work under this contract (anticipated LET date of July 14, 2015) is anticipated to be complete in November 2016. The work under this contract consists of common excavation, roadway embankment, concrete pavement, HMA Pavement, curb and gutter, stormwater detention ponds, permanent signing and marking, storm sewer and erosion control. The work under this contract has schedule and work zone overlap. Coordinate activities with Project 1517-07-76 contractor.

Project 1517-75-76 Racine Road Reconstruction, Winnebago County, Wisconsin under a department contract. Work under this contract (anticipated LET date of January 12, 2016) is anticipated to be complete in August 2016. The work under this contract consists of common excavation, roadway embankment, concrete pavement, HMA Pavement, curb and gutter, sidewalk, traffic signals, storm sewer and erosion control.

Project 1120-54-60, Neenah-Appleton, Breezewood Lane-STH 15, Winnebago and Outagamie Counties, Wisconsin under a department contract. The work under this contract shall consist of Special High Early Strength concrete pavement repair and replacement, debris containment, temporary shoring, expansion device replacement, polymer overlay, and deck repairs. Work under this contract is anticipated to be complete in July 24, 2015. The work under this contract has schedule and work zone overlap.

There may be lane shifts or lane closures on USH 41. Coordinate activities in this area with the 1120-54-60 contractor.
(NER41-20100720)

1.4 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 Tri-County Expansion Project, 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.

(NER441-20150117)

1.5 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 provide 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.

(NER441-20150117)

1.6 Field Facilities.

The department will provide primary field facilities for this project located at W6214 Aerotech Drive, Appleton, WI 54914.

(WIS 441-20141017)

2. Prosecution and Progress.

2.1 CPM Progress Schedule.

Complete CPM Progress Schedule in accordance to standard spec 108.4 and herein provided:

Replace standard spec 108.4.4.3(1)(7) with the following:

⁽⁷⁾ Provide 3-week look-ahead bar charts by early start.

Add the following to standard spec 108.4.4.4:

(4) Three-Week Look-Ahead Schedules

Between each monthly CPM Progress Schedule update, submit Three-Week Look-Ahead Schedules on a weekly basis after the notice to proceed. The Three-Week Look-Ahead schedules can be hand drawn or generated by computer. With each Three-Week Look-Ahead include:

1. Activities underway and as-built dates for the past week.
2. Planned work for the upcoming two-week period.
3. Include in the Three-Week Look-Ahead schedule the activities underway and critical RFIs and submittals, based on the CPM schedule. The Three-Week Look-Ahead may also include details on other activities not individually represented in the CPM schedule.
4. On a weekly basis, the department and the contractor shall agree on the as-built 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 schedule.

Replace standard spec 108.4.4.7(1) with the following:

⁽¹⁾ The department will measure CPM Progress Schedule for each initial and monthly schedule update acceptably completed.

Replace standard spec 108.4.4.8(2) with the following:

⁽²⁾ Payment is full compensation for furnishing all work required under this bid item. The department will pay the bid item price for the initial schedule and each monthly schedule update submitted to the department. The Three-Week Look-Ahead schedules are incidental to the monthly CPM Progress Schedule updates.

(NER441-20141017)

2.2 Prosecution and Progress.

A. Notice to Proceed

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.

B.1 General

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment, especially pertaining to Stage 3, Stage 4, and Stage 5 as shown in the plans. 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 and interim completion dates. The assumed expedited schedule used the following maximum production rates on a per shift basis:

Earthwork (Borrow/Common Excavation)	3,000 CY
Removing Pavement	3,000 SY
Breaker Run/Base Aggregate Dense	3,000 Tons
Asphalt Paving	1,000 Tons
Concrete Paving	7,000 SY

The contractor is advised that there may be multiple mobilizations for such items as erosion control, traffic control, concrete paving, detours, signing items, temporary pavement markings and other incidental items related to the staging. Payment for mobilizations are limited to Mobilization, Mobilizations Erosion Control, Mobilizations Emergency Erosion Control, and Emergency Sweeping Mobilization. All other mobilization activities are incidental to the contract.

Winter weather work, 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 late fall 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.

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.

Do not begin or continue any work that closes the freeway or ramps, unless otherwise shown in the plans. 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.

Additional costs associated with modifications to the traffic control plan for contractor convenience are incidental to the project.

B.2 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.

C. 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 interim completion dates, liquidated damages, or penalties.

Stage 1:

- Construct median widening along eastbound USH 10 from Cold Spring Road to east project limits.
- * Existing median removal from Station 139'EB'+00 to 142'EB'+00 (on B-70-78 structure) requires minor traffic shift during night time operations to provide for adequate workzone. See Clearzone Working Restrictions for additional requirements.
- Saw cut and partially demolish existing eastbound USH 10/STH 441 structures over USH 41 (B-70-79) and over Wisconsin Central Ltd (B-70-78).
- Construct temporary crossover (alignment 'TCA') between the northbound to eastbound ramp and existing eastbound USH 10/STH 441.
- Construction outside shoulders along northbound and southbound USH 41.
- * Outside travel lane night closures required on USH 41.
- Construction of beamguard on westbound USH 10 median shoulder from Station 86'WB'+20 to 90'WB'+80.
 - *Coordination required with sign structure construction done by others at this location.

Stage 2A:

- Saw cut and partially demolish existing eastbound USH 10/STH 441 structures over Wisconsin Central Ltd (B-70-78) including full removal of the northbound to eastbound structure unit.
- Begin construction on B-70-400.
- Construct outside lanes, shoulder, and beamguard for eastbound USH 10.
- Provide temporary drainage outfall for truckline under eastbound USH 10 within gore area of the eastbound to southbound ramp.
- Construct sign base for S-70-252.
- Begin and complete construction on the following ramps:
 - * Eastbound to southbound ramp.
 - * Eastbound to northbound ramp tiein (see alignment 'FEN').
 - * Westbound to southbound ramp tiein (see alignment 'FWS').
- Pave temporary pavement between existing and proposed eastbound USH 10 from Station 125EB+68 to Station 129EB+40.
- Construct temporary pavement 'TSE' between the southbound to eastbound loop ramp and existing eastbound USH 10.

Stage 2B:

- Staged construction of culvert under existing westbound USH10 at Station 114WB+13 using night closures.
- Continue construction of Structure B-70-400.
- Construct eastbound USH10 inside lanes and shoulder.
- Construct eastbound USH10 outside lanes and shoulder between 'TSE' and Structure B-70-400.
- Construct permanent westbound USH10 crossover 'TCO'.
- Construct median beamguard and shoulder west of Cold Spring Road.
- Relocate existing maintenance crossover to Station 91EB+31.
- Construct sign Structures S-70-200, S-70-201, S-70-250, and S-70-252.
- Construct relocated westbound USH10 to southbound USH41 loop ramp 'TWS'.
Gap construction across existing westbound USH 10 and at north tie in limits.
 - * Work for grading and paving in off-alignment areas can float between stages pending earthwork availability. See 'Construction Sequencing' under this article for required dates for traffic shifts and reopening the ramp.

Stage 3:

- Complete structure B-70-400.
- Construct USH 10/STH 441 between B-70-400 and B-70-403.
- Remove 'TCA' crossover between the northbound to eastbound ramp and existing eastbound USH 10.

Stage 4:

- Construct Eastbound USH 10 inside shoulder and remainder of parallel exit ramp for the relocated westbound USH 10 to southbound USH 41 loop ramp.
- Remove temporary connection 'TSE'.

Stage 5:

- Construct gapped construction locations for relocated westbound USH 10 to southbound USH 41 loop ramp.

*Subject to interim completion date and interim liquidated damages.

Stage 6:

- All work substantially complete for traffic.
- Remaining finishing items not impacting traffic deferred to Spring 2017 upon engineer approval.

Do not switch traffic over to the next construction stage until all signing, pavement marking, reflectors, temporary concrete barrier, and traffic control drums for the stage are in place, and conflicting pavement markings and signs are removed as shown in the traffic control plans and as directed by the engineer. Allowable exceptions to this specification are crossover and intersection areas where traffic control cannot be placed until the switch is made.

D. Construction Sequencing

Do not close any system interchange ramp concurrently with any other system interchange ramp without approval from the engineer. The only allowable exception is during the weekend closure of the westbound to southbound ramp during Stage 5 operations after the traffic switch to the newly constructed eastbound US 10 pavement, as the westbound to northbound ramp will also be closed at this time.

Do not close the eastbound to southbound system interchange ramp until the median widening along existing eastbound USH 10 is complete and eastbound USH 10 traffic has shifted onto the median widening.

Prior to constructing the relocated turnaround access point at 91'WB'+50, maintain the emergency vehicle turnaround access point at 97'WB'+00 as shown in Stage 2B of the plans.

Do not commence construction of the B-70-400 median pier until traffic on USH 41 has shifted to the newly constructed outside shoulder widening.

Do not shift the northbound to eastbound ramp movement to the B-70-403 (new Little Lake Butte Des Morts Structure) prior to October 14, 2016, and until all of the following requirements are met :

- Completion of all work as shown in the plans up through Stage 2B in this contract.
- All work necessary by adjacent contractor performing work on B-70-403 (new Little Lake Butte Des Morts Structure) to allow for traffic to shift onto the new structure as part of Construction Project 1517-07-76.
- All work necessary by adjacent contractor performing work within the Racine Road interchange to allow for one lane of traffic to shift onto the new eastbound US

10/441 travel lanes East of Little Lake Butte Des Morts as part of Construction Project 1517-75-75.

- Close coordination between the three construction projects (1517-75-75, 1517-07-76, 1517-07-79) is required to ensure schedules and traffic shifts are in alignment, interim completion dates are known, and that schedule changes are conveyed.

Do not shift the Eastbound US 10 traffic onto B-70-400 prior to October 23, 2016 and until all of the following requirements are met:

- Completion of all work as shown in the plans up through Stage 3 in this contract
- All work necessary by adjacent contractor performing work on B-70-403 (new Little Lake Butte Des Morts Structure) to allow for traffic to shift onto the new structure as part of Construction Project 1517-07-76.
- All work necessary by adjacent contractor performing work within the Racine Road interchange to allow for traffic to shift onto the new Eastbound US 10/441 travel lanes East of Little Lake Butte Des Morts as part of Construction Project 1517-75-75.
- Close coordination between the three construction projects (1517-75-75, 1517-07-76, 1517-07-79) is required to ensure schedules and traffic shifts are in alignment, interim completion dates are known, and that schedule changes are conveyed.

Shift westbound USH 10/441 traffic to B-70-403 (new Little Lake Butte Des Morts structure) and B-70-400 as shown in Stage 5, on Friday October 28, 2016 beginning at 7:00 PM. This shift coincides with the closure of the westbound to southbound ramp movement, as the westbound to southbound ramp movement shall be closed for one weekend only. This traffic shift also cannot occur until after eastbound USH 10/441 traffic is shifted to the B-70-400 and B-70-403 structures occurring in the previous stage as shown in Stage 4 in the plans.

E. Migratory Birds

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

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

Birds (20090901)

F. Interim Liquidated Damages

Complete all work and coordination measures necessary to complete all work on USH 41 within 25 calendar days of the start date of construction as shown in Stage 1 of the plans.

If the contractor fails to complete all work and coordination measures necessary to complete all work on USH 41 within 25 calendar days of the start date of construction as shown in Stage 1 of the plans, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day that the work continues after 12:01 AM, on the 26th calendar day after the work begins. An entire calendar day will be charged for any period of time within a calendar day that the work remains incomplete beyond 12:01 AM for the remainder of the contract.

Complete all work and coordination measures necessary to complete all shoulder, beamguard work, and removing all equipment and stockpiles from Station 86'WB'+20 to Station 90'WB'+80 as shown in Stage 1 of the plans prior to 12:01 AM October 24, 2015.

If the contractor fails to complete all work and coordination measures necessary to complete all shoulder, beamguard work, and removing all equipment and stockpiles from Station 86'WB'+20 to Station 90'WB'+80 as shown in Stage 1 of the plans prior to 12:01 AM October 24, 2015, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day that the work remains incomplete after 12:01 AM, October 24, 2015. An entire calendar day will be charged for any period of time within a calendar day that the work remains incomplete beyond 12:01 AM for the remainder of the contract.

Complete all work and coordination measures necessary to restore traffic for the Eastbound to Southbound System Interchange Ramp within 50 calendar days of the closure date, and prior to beginning of Stage 2B as shown in the plans.

If the contractor fails to complete all work and coordination measures necessary to restore traffic for the Eastbound to Southbound System Interchange Ramp within 50 calendar days of the closure date, and prior to beginning of Stage 2B as shown in the plans, the department will assess the contractor \$2,500 in interim liquidated damages for each calendar day that the ramp remains closed after 12:01 AM, on the 51st calendar day after the closure begins, or extends into Stage 2B construction operations. An entire calendar day will be charged for any period of time within a calendar day that the ramp remains closed beyond 12:01 AM for the remainder of the contract.

Complete all work and coordination measures necessary on US 10/441 to restore both directions of traffic to B-70-400 as shown at the completion of Stage 4 prior to 12:01 AM October 28, 2016.

If the contractor fails to complete all work and coordination measures necessary on US 10/441 to restore both directions of traffic to B-70-400 as shown at the completion of Stage 4 prior to 12:01 AM October 28, 2016, the department will assess the contractor

\$10,000 in interim liquidated damages for each calendar day that both directions of traffic are not restored to B-70-400 after 12:01 AM, October 28, 2016. An entire calendar day will be charged for any period of time within a calendar day that traffic remains in the Stage 3 configuration beyond 12:01 AM for the remainder of the contract.

Complete all work and coordination measures necessary to complete all work necessary to shift traffic to the configuration as shown in Stage 6 prior to 12:01 AM November 1, 2016.

If the contractor fails to complete all work and coordination measures necessary to complete all work necessary to shift traffic to the configuration as shown in Stage 6 prior to 12:01 AM November 1, 2016, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day prior to shifting traffic to the Stage 6 configuration 12:01 AM, November 1, 2016. An entire calendar day will be charged for any period of time within a calendar day that traffic remains in the Stage 5 configuration beyond 12:01 AM for the remainder of the contract.

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

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

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

2.3 Lane Rental Fee Assessment.

A General

The contract designates some lane closures to perform the work. No Lane Rental Fee Assessments will be charged for closing lanes during the allowable lane closure times. If a lane is closed outside of the allowable lane closure times, the contractor will be subject to Lane Rental Fee Assessments. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to enforce compliance of lane restrictions and discourage unnecessary closures.

The allowable lane closure times are shown in the 7.1 Traffic article or as shown in this article.

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule. The contractor will coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project.

If other projects are in the vicinity of this project, coordinate lane closures to run concurrent with lane closures on adjacent projects when possible. When lane closures on adjacent projects extend into the limits of this project, Lane Rental Fee Assessments will only occur if the closure facilitates work under this contract.

A.1 Lane Rental Fee Assessment

The Lane Rental Fee Assessment incurred for each lane closure, each ramp closure, and each full closure of a roadway, per direction of travel, is as follows:

- \$2,500 per lane per 15 minutes for USH 41 Lanes
- \$750 per lane per 15 minutes on USH 10/STH 441
- \$750 per lane per 15 minutes for System Interchange Ramps

The Lane Rental Fee Assessment represents the average cost of the interference and inconvenience to the road users for each closure. The Lane Rental Fee Assessment will be measured in 15-minute increments. All lane, roadway, or ramp closure event increments less than 15 minutes will be assessed as a 15-minute increment.

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

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

A.2 Lane Rental Fee Assessment – System Interchange Westbound to Southbound Weekend Closure

The Lane Rental Fee Assessment incurred for failure to open the closed ramp within the specified timeframe, is as follows:

- \$750 per lane per 15 minutes

The Lane Rental Fee Assessment represents the average cost of the interference and inconvenience to the road users for each closure. The Lane Rental Fee Assessment will be measured in 15-minute increments. All lane, roadway, or ramp closure event increments less than 15 minutes will be assessed as a 15-minute increment.

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

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

One full closure for the Westbound to Southbound system interchange ramp, between 7:00 PM on Friday to 5:00 AM the following Monday, are allowed to complete the gapped construction areas for the relocated ramp. Shift both directions of mainline USH 10 traffic onto the newly constructed B-70-400 structure, as shown at the start of Stage 5 prior to closing ramp access for the weekend.

Provide for a Portable Changeable Message Sign (PCMS) seven days in advance of the closures notifying the travelling public of the ramp closure.

A.3 Lane Rental Fee Assessment – Existing Structure Demolition B-70-78 (USH 10/441 over USH 41)

The Lane Rental Fee Assessment incurred if the contractor USH41 or the Southbound Collector Distributor road prior to 6:00 AM, is as follows:

\$7,500 per lane per 15 minutes

The Lane Rental Fee Assessment represents the average cost of the interference and inconvenience to the road users for each closure. The Lane Rental Fee Assessment will be measured in 15-minute increments. All lane, roadway, or ramp closure event increments less than 15 minutes will be assessed as a 15-minute increment.

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

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

Provide for a PCMS three days in advance of the full closure to USH 41 notifying the travelling public of the mainline closure. Only close one out of the following three roadways at any given time to conduct B-70-78 Structure demolition:

- USH 41 Northbound
- USH 41 Southbound
- USH 41 Southbound Collector Distributor Road

Three nights per roadway, are allowed to close USH 41 for bridge demolition between the hours of 10:00 PM and 6:00 AM weekends only.

Note that hydraulic excavator mounted hammers or other jack hammering operating hours are prohibited between 10:00 PM and 7:00 AM. Demolition activities are to be conducted through decksawing and removal of individual slabs during allotted full closure hours. For diaphragm and girder removal, coordinate those timeframes, activities, and methods with the engineer to limit noise disruption to surrounding public.

Do not fully close any roadway (USH 41 Northbound, USH 41 Southbound, USH 41 Southbound Collector Distributor road) for more than three nights for bridge demolition activities. Nights that are not used for each specific roadway closure shall not be reallocated to other roadway closures or other activities other than structure demolition. The department will assess the contractor \$5,000 in liquidated damages for each additional night that any roadway of USH 41 requires closure.

Inform NE Region construction project manager, Kurt Peters, (920) 362-1157 of all coordination with Wisconsin Central Limited pertaining to structure demolition over railroad right-of-way.

A.5 Lane Rental Fee Assessment – Girder Erection

The Lane Rental Fee Assessment incurred if the contractor fails to open USH 41 or the Southbound Collector Distributor road prior to 6:00 AM, is as follows:

\$7,500 per lane per 15 minutes

The Lane Rental Fee Assessment represents the average cost of the interference and inconvenience to the road users for each closure. The Lane Rental Fee Assessment will be measured in 15-minute increments. All lane, roadway, or ramp closure event increments less than 15 minutes will be assessed as a 15-minute increment.

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

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

Provide for a PCMS three days in advance of the full closure to USH 41 notifying the travelling public of the mainline closure. Only close one out of the following three roadways at any given time to conduct girder erection:

- USH 41 Northbound
- USH 41 Southbound
- USH 41 Southbound Collector Distributor Road

One night per roadway, is allowed to close USH 41 for girder erection between the hours of 10:00 PM and 6:00 AM weekends only.

Do not fully close any roadway (USH 41 Northbound, USH 41 Southbound, USH 41 Southbound Collector Distributor road) for more than one night. Nights that are not used for each specific roadway closure shall not be reallocated to other roadway closures or other activities other than girder erection. The department will assess the contractor

\$5,000 in liquidated damages for each additional night that any roadway of USH 41 requires closure.

Inform NE Region construction project manager, Kurt Peters, (920) 362-1157 of all coordination with Wisconsin Central Limited pertaining to girder erection over railroad right-of-way.

A.5 Lane Rental Fee Assessment - Sign Bridge Truss Erection / Overhead Sign Placement - Rolling Closures

The Lane Rental Fee Assessment incurred if the contractor fully closes USH 10 prior to 8:00 PM or fails to open USH 10 prior to 6:00 AM, is as follows:

\$1,500 per lane per 15 minutes

The Lane Rental Fee Assessment represents the average cost of the interference and inconvenience to the road users for each closure. The Lane Rental Fee Assessment will be measured in 15-minute increments. All lane, roadway, or ramp closure event increments less than 15 minutes will be assessed as a 15-minute increment.

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

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

Erection of the sign bridge trusses and sign placards for structure numbers S-70-200 and S-70-252, may be closed for periods not to exceed 20 minutes between the hours of 8:00 PM and 6:00 AM, Sunday, Monday, Tuesday, Wednesday, and Thursday nights. Allow all vehicle backups to clear the project area prior to setting up the next road closure during the above timeframe. The department has contracted with the Wisconsin State Highway Patrol to assist with traffic control operations by setting up rolling roadblocks for these closures. Coordinate with the Traffic Management Engineer, Kurt Peters at (920) 362-1157, on these road closures and provide 72 hours prior notice to the engineer.

Complete all work requiring rolling closures for sign bridge construction for both S-70-200 and S-70-252 for a maximum of two nights. The USH 10 Eastbound mainline rolling closure operation shall be concurrent with the Eastbound to Southbound long term system interchange ramp closure.

Provide for a PCMS three days in advance of the full closure to USH 10 notifying the travelling public of the closure.

Do not perform rolling closures for more than two nights. The department will assess the contractor \$10,000 in liquidated damages for each additional night the roadway requires a rolling closure. Damages will be assessed under the administrative item Failing to Open Road to Traffic.

B (Vacant)

C (Vacant)

D Measurement

The department will assess Lane Rental Fee Assessment by the dollar under the administrative item Failing to Open Road to Traffic. The total dollar amount of Lane Rental Fee Assessment will be computed by multiplying the Lane Rental Assessment Rate by the number of 15-minute increments of each lane closure event as described above.

Lane Rental Fee Assessment will be in effect from the time of the Notice to Proceed until the department issues final acceptance.

E (Vacant)

3. Meetings.

3.1 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>

(NER441-20141017)

3.2 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, emergency responders, 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.
(NER441-20141017)

4. Alternate Dispute Resolution (Vacant).

5. Insurance.

5.1 Railroad Insurance and Coordination

A Description

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

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Wisconsin Central Ltd. (d.b.a. Canadian National).

Notify evidence of the required coverage, and duration to Jackie Macewicz, Manager Public Works at 1625 Depot St., Stevens Point, WI, 54481. Include the following information on the insurance document:

Project: 1517-07-79

Route Name: USH 41, USH 10, STH 441, Winnebago County

Crossing ID: 182127P and 694916D

Railroad Subdivision: Fox River and Shawano

Railroad Milepost: 209.74 and 359.60

A.2 Work by Railroad

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

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

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

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

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

A.4 Temporary Grade Crossing

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

A.5 Train Operation

Approximately 16 through freight trains operate daily through the construction site. Through freight trains operate at up to 25 mph. In addition to through movements, there are switching movements at slower speeds.

B Railroad Flagging

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

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

Projects with concurrent activity may require more than one flagger.

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

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

C Flagging by Railroad– Railroad Does Not Pay Flagging Costs

C.1 General

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

Comply with the railroad's rules and regulations regarding operations on railroad right-of-way. If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and make payment directly to the railroad. Notify the appropriate railroad representative as listed in section A.3 above, in writing, at least five business days before starting work near a track. Provide the specific time planned to start the operations.

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

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

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

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

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

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

C.3 Reimbursement Provisions

The actual cost for flagging will be billed by the railroad. After the completion of the work requiring flagging protection as provided in section B above, the department will

reimburse 50% of the cost of such services up to the rates provided above based on paid railroad invoices, except for the excluded conditions enumerated below. In the event actual flagging rates exceed the rates stated above, the department will reimburse 100% of the portion of the rate that is greater than the rates stated above.

C.4 Excluded Conditions

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

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

Contractor bears all costs of the additional flagging requirements for the excluded conditions.

C.5 Payment for Flagging

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

107-034 (20130615)

6. Environmental.

6.1 Environmental Protection.

Supplement standard spec 107.18 follows:

The American Feverfew (*Parthenium integrifolium*; State-threatened) was determined to be a State-threatened species and is within the fill area for ramp FNW. No work is anticipated in this area, but shall be considered for selection of any potential storage or staging of equipment or materials. Prior to any work, staging, or storage of materials in this area, obtain approval from the engineer granting access to the area.

Wetlands

The contractor shall 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.

Invasive Plant Species

Phragmites, Teasels and Loosestrife, invasive species plants, exists within the USH 41 / USH 10 corridor. All soils outside of the median areas along USH 41 / USH 10 containing

plant or root fragments that will be disturbed as part of the work within the contract shall be incorporated into the salvaged topsoil within the immediate area of the work. Excavation and waste of Phragmites, Teasels and Loosestrife infested soil from the median areas, other areas shown on the plans, and any other areas that may be approved by the engineer will be paid for under the Common Excavation item. Waste material shall be placed in upland locations in the general area where the plant currently exists. All other areas where Phragmites, Teasels and Loosestrife soil is left on site will be paid for as Salvaged Topsoil.

For all equipment that comes into contact with Phragmites, Teasels and Loosestrife 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. (NER441-20150117)

6.2 Environmental Protection, Aquatic Exotic Species Control.

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

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

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

6.3 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.

7. Traffic and Restrictions to Work.

7.1 Traffic.

Traffic Overview

Stage 1

- Maintain one lane for eastbound USH 10 from west project limits to the southbound to eastbound system ramp.
- Maintain two lanes in all other locations along US 10/441.
- Nightly lane closures required to westbound USH 10/441 for access to median workzone.
- Nightly lane closures required to northbound and southbound USH 41 to reconstruct outside shoulders.

-

Stage 2A

- CTH CB eastbound entrance ramp reduced to one lane.
- Maintain one lane for eastbound USH 10 from west project limits to the Southbound to eastbound system ramp.
- Maintain two lanes in all other locations along US 10/441.
- Northbound and southbound USH 41 traffic shifted to outside shoulders onto work completed in Stage 1.
- Close the eastbound to southbound ramp.

- See Prosecution and Progress for duration of closures and interim liquidated damages.
- Shift northbound to eastbound ramp traffic to the new ramp location, and cross traffic over to the existing B-70-61 structure east of the B-70-400 construction limits.

Stage 2B

- CTH CB eastbound entrance ramp reduced to 1-lane
- Maintain one lane for eastbound USH10 from west project limits to the southbound to eastbound ramp. Shift traffic to newly constructed outside lanes and shoulder, and cross traffic back onto existing structure B-70-79 over USH 41.
- Maintain two lanes in all other Eastbound locations along US 10/441
- Maintain one lane on westbound USH 10 between the westbound to southbound ramp and southbound to westbound ramp.
- Maintain two lanes on westbound USH 10, west of Station 104'WB'+00 to accommodate parallel entrance of the southbound to westbound ramp.
- Northbound and southbound USH 41 remain on outside shoulders onto work completed in Stage 1.
- Re-open the eastbound to southbound system ramp.
- See Prosecution and Progress for duration of closures and interim liquidated damages.
- Traffic for northbound to eastbound ramp remains as shown in Stage 2A
- Southbound to eastbound ramp traffic shifts to temporary alignment at USH 10/441.

Stage 3

- CTH CB eastbound entrance ramp reduced to one lane.
- Maintain one lane for eastbound USH 10 from west project limits to the southbound to eastbound ramp.
- Maintain two lanes in all other eastbound locations along US 10/441.
- Northbound and southbound USH 41 remain on outside shoulders onto work completed in Stage 1.
- Re-open the eastbound to southbound ramp
- Northbound to eastbound ramp shifts to completed Structure B-70-400 (USH 10/441 over Little Lake Buttes Des Morts).
- See Prosecution and Progress for traffic shift restrictions, and coordination with adjacent project contractors.

Stage 4

- CTH CB eastbound entrance ramp reduced to 1-lane
- Maintain one lane for eastbound USH10 from west project limits to the southbound to eastbound ramp.
- Maintain two lanes in all other eastbound locations along US 10/441.
- Shift all eastbound USH 10 lanes onto B-70-400 and B-70-403.
- See Prosecution and Progress for traffic shift restrictions, and coordination with adjacent project contractors.

Stage 5

All traffic remains as described in Stage 4 with the following exceptions:

- Shift all westbound USH 10 travel lanes onto B-70-400 and B-70-403 (now counter-directional as eastbound traffic shifted in Stage 4)
- See Prosecution and Progress for traffic shift restrictions, and coordination with adjacent project contractors
- Close the westbound to southbound ramp upon traffic switch for westbound being complete
- See Prosecution and Progress for traffic shift restrictions and closure duration.
- Close the westbound to northbound ramp upon traffic switch for westbound being complete
- Maintain two lanes for westbound USH 10 during the westbound to southbound ramp closure.

Stage 6

All traffic remains as described in Stage 5 with the following exceptions:

- Re-open westbound to southbound ramp.
- Reduce westbound USH 10 traffic to one lane west of the westbound to southbound ramp.

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 WIS 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.

(NER441-20141017)

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.
(NER441-20141017)

Portable Changeable Message Signs – Message Prior Approval

After coordinating with department construction field staff, notify Susan Paulus at (414) 460-3409, three business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message.
(NER441-20141017)

Traffic Impact Response Time Credit

Provide a preferred method of notification and a designated person that is available 24 hours per day, 7 days per week, to respond to any event that impacts the free flow of traffic during non-working hours. The designated person shall respond within 2 hours of being notified by the engineer. Notification is defined as the first phone call/voice message, text message or e-mail. Impacts to traffic may include, but are not limited to, temporary barrier wall that has been moved from its original position, water ponding on the travel lanes, or temporary pavement deterioration. The contractor designated person needs to be able to promptly address the issues impacting traffic once notified by the engineer.

Failure to respond onsite and start implementation of corrective actions within 2 hours will result in the department issuing a deduction of \$500 per hour at the start of the third hour beyond the initial notification by the engineer. The department will administer the deduction for the road, or portion thereof, not being open to traffic under the Failing to Open Road to Traffic administrative item.

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.
(NER441-20150117)

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 Susan Paulus, (414) 460-3409, for specific details regarding the portable speed trailers.
(NER441-20141017)

Temporary Regulatory Speed Limit Reduction-Lane Closures

A reduction of the posted regulatory speed limit from 65 mph to 55 mph is allowed during approved lane closures and when workers are present and active in close proximity to an open lane. At all other times the posted regulatory speed limit shall be 65 mph. If the following conditions are allowed by project documents a temporary 55 mph regulatory speed zone is also warranted: 1. Lanes narrowed to less than 12 feet and adjacent shoulder width is reduced. 2. Traffic is shifted partly or completely onto a shoulder and/or temporary pavement and shoulder width is reduced. Changing temporary and existing/permanent signs between 65 mph and 55 mph shall be considered incidental to the project.

During approved temporary regulatory speed limit reductions, install regulatory speed limit signs on the inside and outside shoulders of the roadway at the beginning of the reduced regulatory speed zone, after all locations where traffic may enter the highway segment or every ½ mile within the reduced regulatory speed zone. Install signs at the end of the temporary regulatory speed zone to 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 necessary.

In coordination with department construction field staff, notify the Northeast Region Traffic Section at (920) 492-5652 (secondary contact number is (920) 492-5641) if temporary traffic control field conditions meet the above criteria. Contact the Northeast Region Traffic Section at least 14-calendar days prior to installation of a temporary 55 mph 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).
(NER41-20100720)

Temporary Regulatory Speed Limit Reduction-Extended Length Shoulder Closure

A reduction of the posted regulatory speed limit from 65 mph to 55 mph is allowed during times when project documents allow the following: 1. Lanes narrowed to less than 12 feet and adjacent shoulder width is reduced. 2. Traffic is shifted partly or completely onto a shoulder and/or temporary pavement and shoulder width is reduced.

A reduction of the posted regulatory speed limit from 65 mph to 55 mph is also allowed during approved temporary lane closures when workers are present and active in close proximity to an open lane.

Any required modification of temporary and existing/permanent signs between 65 mph and 55 mph are considered incidental to the project.

During approved temporary regulatory speed limit reductions, install temporary regulatory speed limit signs on the inside and outside shoulders of the roadway at the beginning of the reduced regulatory speed zone and after all side road locations where traffic may enter the highway segment within the reduced regulatory speed zone. Install temporary regulatory speed limit signs at the end of the temporary regulatory speed zone to inform drivers where the posted regulatory speed limit reverts back to 65 mph.

In coordination with department construction field staff, notify the Northeast Region Traffic Section at (920) 492-5652 (secondary contact number is (920) 492-5641) if temporary traffic control field conditions meet the above criteria. Contact the Northeast Region Traffic Section at least 14-calendar days prior to installation of the 55 mph 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 in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

This temporary regulatory speed limit shall only be allowed during periods when temporary traffic control devices are in place and encroach continuously within 6 feet from the edge of an open lane of traffic. At all other times the regulatory speed limit shall revert back to 65 mph.

(NER41-20101117)

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. Place remaining beamguard 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.

(NER441-20141017)

Construction Access

Restrict work on USH 41, USH 10 / STH 441 and USH 10 / STH 441 Ramps within closed shoulders or closed lanes as allowed by the plans or engineer. Provide, utilize and maintain temporary deceleration and acceleration lanes to/from the work zones. Construction of the temporary lanes shall be incidental to other items of work. All construction access is subject to approval of the engineer.

During the period when lane closures are allowed on USH 41, USH 10 / STH 441, access into the work zones from USH 41, USH 10 / STH 441 can be made from the closed lane, subject to the approval of the engineer. Construction traffic from the work zone entering USH 41, USH 10 / STH 441 must run out of the closed lane. Once construction traffic is within a lane closure, all construction traffic re-entering USH 10 / STH 441 must come to within 10 mph of posted speed before re-entering the live USH 10 / STH 441 lane.

During the period when lane closures are not allowed on USH 41, USH 10 / STH 441, access into the work zones from USH 41, USH 10 / STH 441 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 41, USH 10 / STH 441. Construction traffic from the work zone entering live traffic on USH 41, USH 10 / STH 441 must use an acceleration lane with a minimum length of 1000-feet. The acceleration lane entrance to USH 41, USH 10 / STH 441 cannot be placed within 1500-feet of an interchange ramp.

Construction traffic cannot travel counter-directional adjacent to USH 41, USH 10 / STH 441 and USH 10 / STH 441 Ramp traffic except behind temporary concrete barrier.

Contractor access locations to the construction work zones are defined in the contractor Access Locations construction detail in the traffic control plan. Locations identified are approved by agreement of the NE Region traffic and construction staff. Any locations that enter, cross, or impede railroad right-of-way require NE Region approval.

General Access

U-turns at existing maintenance crossovers or temporary crossovers between US 10 eastbound and westbound will be allowed when lane closures are in place for inside eastbound and westbound passing lanes.

Construction operations affecting the traveling public's safety on USH 41, USH 10 / STH 441 and USH 41, USH 10 / STH 441 Ramps will not be allowed during snow and ice conditions, or any other adverse weather conditions, unless approved by the engineer.

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 41, USH 10 / STH 441 requiring the use of a semi-tractor and trailer shall only occur through the use of the deceleration/acceleration lanes or during those hours identified as non-peak work periods for use of a lane closure.

Delivery of concrete into the median of US 41 or US 10/441 are restricted to timeframes during allowable lane closures as specified in Traffic article.

Ramp Access

Access on and off of service or system ramps will only be allowed if approved by the engineer. Crossing ramps with construction equipment/vehicles needs to be approved by the engineer. Crossing system ramps with construction equipment, or vehicles, will only be allowed during non-peak hours and needs to be approved by the engineer. For crossing of service or system ramps with equipment that is not tire equipped, an engineer approved rolling road block, ramp closure, or flagging will be required during non-peak hours associated with the ramp area on USH 10/STH 441 and USH 10/STH 441 ramps.
(NER441-20150117)

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.

Protect all blunt ends of existing or proposed barrier in accordance to standard detail drawings within three calendar days of initial occurrence. Ensure adequate cure time of any new concrete barrier in accordance to the standard specifications prior to mounting any protective device. Blunt ends of temporary concrete barrier must be protected prior to reopening the adjacent lane to traffic.

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 all equipment 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.

For form striping activities provide a minimum 24 foot lateral offset from the live traffic lanes under the structure and the work limits above the structure. Special care during these operations is required to negate safety risks to the travelling public. Prior to work beginning, request approval of work limits and location of traffic for each night of work. Structure demolition activities over live traffic are prohibited.

If the contractor is unsure whether an individual work operation will meet the safety requirements for working within the clear zone or with underpassing traffic, review the proposed work operation with the engineer before proceeding with the work.

Winter Maintenance

During winter months park equipment at a safe distance (at a minimum of 30 feet from the edge of travel lane, equipment may be parked in the median if it meets the minimum 30 feet from both traveled ways or if it is protected by concrete barrier) from the active travel lanes to prevent damage to equipment from snow plowing operations. Do not store equipment or materials within the work zone which may interfere with horizontal sight distances along USH 41, WIS 441/USH 10, and USH 10 or any ramps.

Snow may be plowed from the traveled roadway into the work site by the maintaining authority. The contractor is responsible for any snow removal from the work site that may be required to continue work operations and to provide access to properties within the work area.

The contractor is responsible for plowing any areas which may need to be cleared of snow or ice to accommodate changes in traffic control and to facilitate construction staging during winter months. Winnebago County or the local maintaining authority will not provide snow plowing operations in areas outside of the active traveled lanes.

Reinstall or adjust any traffic control devices that may be damaged, removed, or shifted as part of normal winter maintenance operations. Clean and maintain traffic control devices as necessary or directed as a result of winter maintenance operations.

Anticipated locations of traffic control devices are shown in the plans. Review the work site with the engineer for locations where additional area may be available to maximize lane and shoulder widths over winter months to aid in winter maintenance operations and to maximize snow storage area. Adjust traffic control devices in these areas.

Snow plowing, ice removal including any road salt which may be required, maintenance and cleaning of traffic control devices, and other winter maintenance activities are incidental to the other items of work under this contract.

(NER441-20141017)

Snowplowing

Winnebago County and the Town of Menasha will perform snow removal operations for freeway and local roads that are open to through traffic during construction. Provide for snow removal in those areas closed to through traffic as required to facilitate safe construction activities and to provide access to properties within the work area.

(NER441-20141017)

Lane/Ramp Closures

Maintain the amount of lanes specified during work on each roadway unless otherwise allowed. Each hour shown in the lane requirement tables is defined as a 60 minute period (ie: Hour 7 is the period from 7:00 to 7:59).

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.

Freeway/Expressway Lane Requirements																									
Limits:	Northbound US 41: CTH II – CTH BB																								
	AM												PM												
From Hour to Hour	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Monday through Thursday	1	1	1	1	1	1	O	O	O	2	2	2	2	2	O	O	O	O	2	2	1	1	1	1	1
Fridays	1	1	1	1	1	1	O	O	O	O	O	O	O	O	O	O	O	O	2	2	1	1	1	1	1
Saturdays	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1
Legend																									
1	Provide at least one through freeway lane open in each direction of travel																								
2	Provide at least two through freeway lanes open in each direction of travel																								
O	No lane closures permitted, open all US 41 travel and auxiliary lanes to travel																								
REMARKS:																									

Freeway/Expressway Lane Requirements																									
Limits:	Eastbound and Westbound US 10: CTH CB – US 41																								
	AM													PM											
From Hour to Hour	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Monday through Thursday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Fridays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Saturdays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Legend																									
1	Provide at least one through freeway lane open in each direction of travel																								
REMARKS: See Prosecution and Progress exceptions to these closure timeframes. 2 lanes required for WB direction of travel during the Westbound to Southbound ramp closure through project limits to CTH CB. 2 lanes required prior to WB to SB loop ramp for WB direction.																									

Freeway/Expressway Lane Requirements																									
Limits:	Eastbound WIS 441: US 41 – CTH P																								
	AM												PM												
From Hour to Hour	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Monday through Thursday	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
Fridays	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
Saturdays	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
Legend																									
1	Provide at least one through freeway lane open in each direction of travel																								
2	Open all US 10/STH 441 lanes to travel																								
REMARKS: See Prosecution and Progress exceptions to these closure timeframes																									

Freeway/Expressway Lane Requirements																									
Limits:	Westbound WIS 441: CTH P – US 41																								
	AM												PM												
From Hour to Hour	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Monday through Thursday	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
Fridays	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
Saturdays	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
Legend																									
1	Provide at least one through freeway lane open in each direction of travel																								
2	Open all US 10/STH 441 lanes to travel																								
REMARKS: See Prosecution and Progress exceptions to these closure timeframes																									

Freeway/Expressway Lane Requirements																									
Limits:	Eastbound US 10/WIS 441: CTH P – CTH KK																								
	AM												PM												
From Hour to Hour	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Monday through Thursday	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
Fridays	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
Saturdays	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	1	1	1	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
Legend																									
1	Provide at least one through freeway lane open in each direction of travel																								
2	Open all US 10/STH 441 lanes to travel																								
REMARKS: See Prosecution and Progress exceptions to these closure timeframes																									

Freeway/Expressway Lane Requirements																									
Limits:	Westbound US 10/WIS 441: CTH KK – CTH P																								
	AM												PM												
From Hour to Hour	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Monday through Thursday	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
Fridays	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
Saturdays	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	1	1	1	1	1	1
Legend																									
1	Provide at least one through freeway lane open in each direction of travel																								
2	Open all US 10/STH 441 lanes to travel																								
REMARKS:																									

Full Freeway Closure

Construction operations as outlined in the Prosecution and Progresss which require full closure to all USH 41 lanes (southbound and northbound) and USH 10/STH 441 Lanes (eastbound and westbound) will be allowed with the approval of the engineer. The following stipulations apply:

- Provide the engineer with a written notice at least 14 days in advance of the anticipated closure.
- Prior to the ordering of detour signage, the contractor must coordinate with the engineer to ensure the route selected will not be closed due to concurrent construction.
- USH 41 northbound and southbound lanes may not be fully closed during the same night.
- Allowable closure hours are from 10:00 PM to 6:00 AM (weekends).
- Weekday full closures are prohibited.
- Schedule full closure to avoid special event, holiday, and other work restrictions as outlined in the Prosecution and Progress and Traffic articles.

If the contractor fails to open the closed freeway within the specified timeframe, the department will assess lane rental charges as shown in 2.3 Lane Rental Fee Assessment.

System Ramp Closures

Freeway entrance and exit ramps may be closed for construction operations during off peak and night time hours as described in the traffic article. Open all ramps to traffic during hours specified in traffic article.

Local Street Closure

The contractor will be allowed full closure of Lake Street to complete girder placement and structure demolition with the B-70-400 structure. The contractor is allowed four separate night closures with closure hours confirmed with the engineer prior to the closure in place. The contractor must provide a minimum of seven days' notice to the engineer

prior to closing traffic. Lane closures to local streets are only allowed with the permission of the engineer and all flagging operations and signing required to move traffic safely through the workzone are at the contractors expense.

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 41, USH 10/STH 441 and System Interchange ramp traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights and any other material that might impede the free flow of traffic during the following holiday periods:

- Labor Day: From noon Friday, September 4, 2015 to 5:00AM Tuesday, September 8, 2015 and from noon Friday, September 2, 2016 to 5:00AM Tuesday, September 6, 2016;
- Thanksgiving:
 - From noon Wednesday, November 25, 2015 to 10:00 PM Wednesday, November 25, 2015;
 - From noon Sunday, November 29, 2015 to 8:00 PM Sunday, November 29, 2015;
 - From noon Wednesday, November 23, 2016 to 10:00 PM Wednesday, November 23, 2016;
 - From noon Sunday, November 27, 2015 to 8:00 PM Sunday, November 27, 2015;
- Memorial Day: From noon Friday May 27, 2016 to 5:00 AM Tuesday May 31, 2016;
- Independence Day: From noon Friday July 1, 2016 to 5:00 AM Tuesday July 5, 2016;
- Maintain two lanes on US 10/WIS 441 and three lanes on US 41 during Green Bay Packer home games and Packer Family Scrimmage: From five hours prior to game until five hours after the game for USH 41 and USH 10/WIS 441 in both directions.

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

(NER441-20141017)

7.3 Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

The Municipality agrees to waive any noise ordinances/restrictions pertaining to the construction of the WIS 441 Project, for the duration of the WIS 441 Project, with the following exceptions:

- Do not perform pile driving between 10:00 PM and 7:00 AM.
- Do not perform any demolition work with hydraulic excavator mounted hammers between 10:00 PM and 7:00 AM.

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:

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.
(NER441-20141017)

7.4 Traffic Control.

After written notice to proceed, and prior to Final Acceptance of the work, assist with maintenance of existing roadways and bridges as specified in standard spec 104.6.1. This assistance may include performance of work covered under pay items or accommodating local repair forces within the work zones. Maintain all newly constructed work as specified in 104.6.1. Various pay items may be required to maintain the freeway and local streets during construction.

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.

(NER441-20141017)

7.5 PCMS Remote Communications, Item SPV.0045.001.

A Description

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

B Materials

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

B.1 Cellular Modem and Antenna

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

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

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

C Construction

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.001	PCMS Remote Communications	DAY

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

7.6 Securing Structure Covers, Item SPV.0060.001.

A Description

Provide a fastening device on any existing drainage structure that is within the wheel path during staged construction.

B (Vacant)

C Construction

Prior to any traffic shift where inlets or manholes are within the shifted traffic wheel path, secure the drainage cover to the frame by weld, bolt, or other engineer approved method. Prior to fastening any cover, place any required inlet protection. Minor cutting of inlet protection fabric is required to allow for an edge to weld between the grate and frame.

D Measurement

The department will measure Securing Structure Covers as each individual location, acceptably completed. Locations that require reinstallation of the fastening device is incidental to the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.001	Securing Structure Covers	Each

Payment is full compensation for securing drainage covers to structure frames with an engineer approved fastening device or method, maintenance of the fastening device, and removal of fastening device upon completion of the work. This work also includes any cleaning, sandblasting, and for disposal of removed material. The department will pay for covers, including frames, grates and lids separately if damaged due to traffic loading only.

7.7 Crash Cushions Temporary Left In Place, Item SPV.0060.002.

A Description

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

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

B Materials

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

C Construction

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

Supplement standard spec 614.3.4 with the following:

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.002	Crash Cushions Temporary Left In Place	Each

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

(NER441-20141017)

7.8 Temporary Thrie Beam Connection Left In Place, Item SPV.0060.003.

A Description

Furnish, install, maintain and leave in place temporary thrie beam connections between permanent concrete barrier and temporary precast concrete barrier at the indicated locations in accordance to the plans, standard specifications, as directed by the engineer and as hereinafter provided.

Temporary Thrie Beam Connection Left In Place becomes the property of the department upon substantial completion.

B Materials

Provide all materials in accordance to standard spec 614.

C Construction

Securely attach thrie beam to the concrete barrier as indicated in the plans.

Maintain the temporary thrie beam connection until the contract is substantially complete.

D Measurement

The department will measure Temporary Thrie Beam Connection Left in Place as each individual temporary thrie beam connection installation, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.003	Temporary Thrie Beam Connection Left In Place	Each

Payment is full compensation for furnishing, installing, maintaining and leaving in place the temporary thrie beam connections, including hardware.
(NER441-20141017)

7.9 Traffic Control Signs Left In Place, Item SPV.0060.004.**A Description**

This special provision describes furnishing and installing Traffic Control Signs Left In Place as shown on the plans.

Traffic Control Signs Left In Place will become property of the department after final acceptance by the engineer.

B Materials

This work shall be in accordance to the pertinent provisions of standard spec 643.2 and as hereinafter provided.

C Construction

This work shall be in accordance to the pertinent provisions 643.2, as shown on the plans, and as hereinafter provided.

D Measurement

The department will measure Traffic Control Signs Left In Place as each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.004	Traffic Control Signs Left In Place	Each

Payment is full compensation for furnishing, installing, maintaining and leaving in place all the Traffic Control Signs Left In Place.

7.10 Traffic Control Drums Left In Place, Item SPV.0060.005.

A Description

This special provision describes furnishing and installing Traffic Control Drums Left In Place as shown on the plans.

Traffic Control Drums Left In Place will become property of the department after final acceptance by the engineer.

B Materials

This work shall be in accordance to the pertinent provisions of standard spec 643.2 and as hereinafter provided.

C Construction

This work shall be in accordance to the pertinent provisions 643.2, as shown on the plans, and as hereinafter provided.

D Measurement

The department will measure Traffic Control Drums Left In Place as each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.005	Traffic Control Drums Left In Place	Each

Payment is full compensation for furnishing, installing, maintaining and leaving in place all the Traffic Control Drums Left In Place.

7.11 Traffic Control Warning Lights Type A Left In Place, Item SPV.0060.006.

A Description

This special provision describes furnishing and installing Traffic Control Warning Lights Type A Left In Place as shown on the plans.

Traffic Control Warning Lights Type A Left In Place will become property of the department after final acceptance by the engineer.

B Materials

This work shall be in accordance to the pertinent provisions of standard spec 643.2 and as hereinafter provided.

C Construction

This work shall be in accordance to the pertinent provisions 643.2, as shown on the plans, and as hereinafter provided.

D Measurement

The department will measure Traffic Control Warning Lights Type A Left In Place as each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.006	Traffic Control Warning Lights Type A Left In Place	Each

Payment is full compensation for furnishing, installing, maintaining and leaving in place all the Traffic Control Warning Lights Type A Left In Place.

7.12 Traffic Control Warning Lights Type C Left In Place, Item SPV.0060.007.**A Description**

This special provision describes furnishing and installing Traffic Control Warning Lights Type C Left In Place as shown on the plans.

Traffic Control Warning Lights Type C Left In Place will become property of the department after final acceptance by the engineer.

B Materials

This work shall be in accordance to the pertinent provisions of standard spec 643.2 and as hereinafter provided.

C Construction

This work shall be in accordance to the pertinent provisions 643.2, as shown on the plans, and as hereinafter provided.

D Measurement

The department will measure Traffic Control Warning Lights Type C Left In Place as each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.007	Traffic Control Warning Lights Type C Left In Place	Each

Payment is full compensation for furnishing, installing, maintaining and leaving in place all the Traffic Control Warning Lights Type C Left In Place.

7.13 Traffic Control Arrow Boards Left In Place, Item SPV.0060.008.

A Description

This special provision describes furnishing and installing Traffic Control Arrow Boards Left In Place as shown on the plans.

Traffic Control Arrow Boards Left In Place will become property of the department after final acceptance by the engineer.

B Materials

This work shall be in accordance to the pertinent provisions of standard spec 643.2 and as hereinafter provided.

C Construction

This work shall be in accordance to the pertinent provisions 643.2, as shown on the plans, and as hereinafter provided.

D Measurement

The department will measure Traffic Control Arrow Boards Left In Place as each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.008	Traffic Control Arrow Boards Left In Place	Each

Payment is full compensation for furnishing, installing, maintaining and leaving in place all the Traffic Control Arrow Boards Left In Place.

7.14 Maintain Traffic Control Signs Left In Place, Item SPV.0060.009.

A Description

This special provision describes receiving existing traffic control signs which have been left in place under a previous contract. Assume ownership and responsibility of the traffic control signs upon the contract's Notice to Proceed. The location of these traffic control signs are shown in the Traffic Control plans.

Upon the contract notice to proceed for Project 1517-07-79, assume responsibility, maintain, and ultimately remove the Traffic Control Signs Left in Place.

The traffic control signs shall become the property of the contractor at the completion of the contract.

B (Vacant)

C Construction

Maintain, move and remove traffic control signs in accordance to standard spec 643 as approved for use by the department per material substitution request for project 1517-07-72.

D Measurement

The department will measure Maintain Traffic Control Signs Left in Place by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.009	Maintain Traffic Control Signs Left in Place	Each

Payment is full compensation for receiving, maintaining, and removing traffic control signs left in place.

7.15 Maintain Traffic Control Drums Left In Place, Item SPV.0060.010.

A Description

This special provision describes receiving existing traffic control drums which have been left in place under a previous contract. Assume ownership and responsibility of the traffic control drums upon the contract's Notice to Proceed. The location of these traffic control drums are shown in the Traffic Control plans.

Upon the contract notice to proceed for Project 1517-09-79, assume responsibility, maintain, and ultimately remove the Traffic Control Drums Left in Place.

The traffic control drums shall become the property of the contractor at the completion of the contract.

B (Vacant)

C Construction

Maintain, move and remove traffic control drums in accordance to standard spec 643 as approved for use by the department in a past project either adjacent to or within the project limits.

D Measurement

The department will measure Maintain Traffic Control Drums Left in Place by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.010	Maintain Traffic Control Drums Left in Place	Each

Payment is full compensation for receiving, maintaining, and removing traffic control drums left in place.

7.16 Maintain Traffic Control Warning Lights Type C Left In Place, Item SPV.0060.011.**A Description**

This special provision describes receiving existing traffic control warning lights type C which have been left in place under a previous contract. Assume ownership and responsibility of the traffic control warning lights type C upon the contract's Notice to Proceed. The location of these traffic control warning lights type C are shown in the Traffic Control plans.

Upon the contract notice to proceed for Project 1517-07-79, assume responsibility, maintain, and ultimately remove the Traffic Control Warning Lights Type C Left in Place.

The traffic control warning lights type C shall become the property of the contractor at the completion of the contract.

B (Vacant)**C Construction**

Maintain, move and remove traffic control warning lights type C in accordance to standard spec 643 as approved for use by the department in a past project either adjacent to or within the project limits.

D Measurement

The department will measure Maintain Traffic Control Warning Lights Type C Left in Place by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.011	Maintain Traffic Control Warning Lights Type C Left in Place	Each

Payment is full compensation for receiving, maintaining, and removing traffic control warning lights type C left in place.

7.17 Maintenance and Removal of Crash Cushions Temporary Left In Place by Others, Item SPV.0060.012.

A Description

This special provision describes maintaining and removing temporary crash cushions left in place by others in accordance to standard spec 614.

The crash cushion left in place by others becomes the property of the contractor upon notice to proceed.

B Materials

Furnish any replacement materials for the temporary crash cushions left in place by others in accordance to the pertinent requirements of standard spec 614.2.

C Construction

Maintain and remove the temporary crash cushion in accordance to standard spec 614.3.4.

D Measurement

The department will measure Maintenance and Removal of Crash Cushions Temporary Left In Place by Others as each individual crash cushion location, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.012	Maintenance and Removal of Crash Cushions Temporary Left In Place by Others	Each

Payment is full compensation for maintaining and removing the crash cushions; removing and disposing of all materials.
(NER441-20141017)

7.18 Traffic Control Close-Open Freeway Ramp, Item SPV.0060.016.

A Description

The work under this item consists of furnishing required labor, material and equipment for closing and subsequently opening or opening and subsequently closing ramps in accordance to standard spec 643, the plans, and as directed by the engineer.

Post all ramp closures seven working days in advance of their closure with dates and time of closure. Drums, barricades and signs may remain along the roadway when the ramp is open to traffic pending engineer approval to verify adequate offsets from traffic location are provided. Ensure that all inappropriate signs, dates or times are not visible to traffic when the ramp is open. A deduction of one each will be made from the project total for this item for each day any inappropriate sign is visible to traffic when the ramp is open.

Drums, barricades, arrow boards, and signs will be paid for separately under the various traffic control items.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Traffic Control Close-Open Freeway Ramp as a unit every time a freeway ramp is setup and subsequently removed within a 24-hour period that has been authorized by the engineer. Closure to a ramp not deemed necessary for construction does not constitute payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.016	Traffic Control Close-Open Freeway Ramp	Each

Payment is full compensation for providing and placing all materials, excluding the cost for the material themselves. Drums, Barricades, Arrow Boards, and Signs, will be paid for under separate bid items in the contract.

7.19 Repositioning Traffic Control Devices for Mainline Closures, Item SPV.0060.017.

A Description

This special provision describes repositioning traffic control devices as required to close mainline lanes to traffic.

B Materials

Use traffic control devices conforming to standard spec standard spec 643 that have been delivered and placed within the project limits under other contract bid items.

C Construction

Reposition traffic control devices as required to close one lane, more than one lane, or a full closure to public traffic along USH 41 and USH 10/441. Monitor and maintain the traffic control device configuration for the duration of the closure. Upon conclusion of the allowable lane closure timeframes, return the devices to their previous configuration or an engineer-approved position within the project limits.

D Measurement

The department will measure Repositioning Traffic Control Devices for Mainline Closures as each individual reposition/return cycle, acceptably completed, measured as the number of reposition/return cycles the engineer deems necessary to conform to the traffic control plan, contract staging plan, and other contract requirements. The

department will not measure additional moves or configuration changes as might be required solely to accommodate the contractor's operations.

The department will measure each change in configuration on a nightly basis regardless of the overall duration of the interruption to traffic at that location. Each direction of travel shall be measured separately.

Changes between single lane, double lane, or full roadway closures during the same night are incidental to the contract. Longitudinal gaps in lane closures shall not constitute measurement of multiple closures, and are incidental to the contract. Mobilization and shifting of traffic control devices for any side road closure are incidental to 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.0060.017	Repositioning Traffic Control Devices for Mainline Closures	Each

Payment is full compensation for providing the required closure including placing and maintaining the required closure configuration as well as returning the traffic control devices to their previous or other engineer-approved location when the closure is no longer required. The department will pay separately for furnishing, and maintaining the condition of, required traffic control devices under other contract bid items.

7.20 Truck or Trailer-Mounted Attenuator, Item 643.1055.S.

A Description

- (1) This special provision describes protecting work operations with a truck or trailer-mounted attenuator (TMA).

B Materials

- (1) Furnish and maintain a TMA conforming to NCHRP Report 350 test level 3 or to MASH crashworthiness criteria. Submit written certification from the manufacturer that the host vehicle/attenuator configuration provided conforms to crashworthiness criteria. Include the federal-aid reimbursement eligibility letter with that submittal.
- (2) Provide a host vehicle and mount the attenuator conforming to the attenuator manufacturer's specifications. Provide the engineer a copy of the manufacturer's specifications and installation instructions.

C Construction

- (1) Coordinate with the engineer at least 72 hours before its intended use so the engineer can determine if the work operation requires TMA protection.

- (2) Position the attenuator at a manufacturer-recommended location in advance of a stationary work operation. Position and maintain the attenuator consistently at the manufacturer-recommended distance from a mobile work operation. Ensure that an operator stays with the host vehicle while protecting a mobile work operation.

D Measurement

- (1) The department will measure Truck or Truck-Trailer-Mounted Attenuator by the day, acceptably completed, measured to the 1/2-day based on the engineer-determined time the attenuator is required to protect work operations. The department will measure 4 or less hours per calendar day as a half day and over 4 hours as a full day.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
643.1055.S	Truck or Trailer-Mounted Attenuator	DAY

- (2) Payment is full compensation for providing the portable attenuator, host vehicle, and operator.

643-015 (20140630)

7.21 Concrete Barrier Temporary Precast Left In Place, Item SPV.0090.001.

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 Contractor 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.0090.001	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.

7.22 Maintain Concrete Barrier Temporary Precast Left In Place, Item SPV.0090.002.

A Description

This special provision describes receiving existing concrete barrier temporary precast including any attached temporary glare screen. The temporary barrier has been left in place under a previous contract. Assume ownership and responsibility of the temporary barrier and temporary glare screen upon the contract's Notice to Proceed. The location of this temporary barrier is shown in the Traffic Control plans.

Upon the contract notice to proceed for Project 1517-07-79, assume responsibility, maintain, and ultimately remove the Concrete Barrier Temporary Precast Left In Place.

The concrete barriers temporary precast shall become the property of the contractor at the completion of the contract.

B Materials

The Concrete Barrier Temporary Precast left in place from Project 1517-07-72 is Concrete Barrier Temporary Precast per standard spec 603 as approved for use by the department per material substitution request for Project 1517-07-79

C Construction

Maintain, move and remove temporary barrier in accordance to standard spec 603.

D Measurement

The department will measure Maintain Concrete Barrier Temporary Precast Left In Place by the linear foot of concrete barrier temporary, acceptably maintained. Moving of temporary barrier, if necessary, will be paid for under their respective standard bid item(s) Concrete Barrier Temporary Precast Delivered or Concrete Barrier Temporary Precast Installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.002	Maintain Concrete Barrier Temporary Precast Left In Place	LF

Payment is full compensation for receiving, maintaining, and removing concrete barrier temporary precast including any attached temporary glare screen or delineators.

7.23 Concrete Barrier Temporary Precast Anchoring, Item SPV.0090.006.

A Description

This special provision describes anchoring temporary concrete barrier. Perform this work in accordance to applicable portions of standard spec 603 and as hereinafter provided.

B (Vacant)

C Construction

Perform this work in accordance to standard spec 603.3.2.1, the plans, and as hereinafter provided.

Under the Concrete Barrier Temporary Precast Anchoring bid item, furnish, deliver, and install anchors at the locations shown in the plans, as required by the project conditions, or as directed by the engineer. Install anchors during the initial installation of the temporary concrete barrier and during any subsequent reinstallations of the temporary concrete barrier as required.

Remove any anchoring during barrier removal and fill remaining holes with epoxy.

D Measurement

The department will measure the Concrete Barrier Temporary Precast Anchoring by the linear foot acceptably completed, measured as the linear feet of barrier initially installed or reinstalled. The department will not measure anchoring made solely to accommodate the contractor's means and methods.

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 Barrier Temporary Precast Anchoring	LF

Payment is full compensation for furnishing, delivering, and installing anchoring devices; and for removal of any anchoring devices and filling holes with epoxy.

8. 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 or on the permits issued to them. View these documents at the Regional Office during normal working hours.
- (3) Any removal and disposal of discontinued utility facilities 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 Section 101.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction.
- (5) **Sprint** has underground **communication** facilities throughout the construction limits along the east side of the railroad tracks crossing bridge B-70-400 at approximately Station 141‘EB’+00. Prior to construction Sprint plans to relocate this facility to 12 feet east of the center of rail. No conflicts are anticipated
- (6) **Time Warner Cable, A Delaware Limited Partnership (TWC)** had underground **communication** facilities along the east side of Lake Street. This facility was relocated further east in the spring of 2014. No conflicts are anticipated.
- (7) **We Energies** had **gas** facilities crossing beneath bridge B-70-400 at approximately Station 139‘EB’+25. This facility was discontinued in place in the summer of 2014. No conflicts are anticipated however, if discontinued gas facilities are encountered during construction call WE Energies Gas Dispatch at 1-800-267-5325 to verify the facility is not active.
- (8) We Energies installed new gas crossing beneath bridge B-70-400 at approximately Station 141‘EB’+40, in the summer of 2014. No conflicts are anticipated.
- (9) The following utilities have facilities within project limits, however no conflicts are anticipated:
 - a. AT&T Legacy
 - b. AT&T Wisconsin
 - c. Town of Menasha (Sewer)
 - d. Town of Menasha (Water)
 - e. WE Energies (Electric)

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.

(NER441-20141017)

9.2 Removing Delineators and Markers.

Remove delineators in accordance to the pertinent requirements of standard spec 204 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.

(NER441-20141017)

9.3 Removing or Abandoning Miscellaneous Structures and Pavements.

Supplement standard spec 204.3.2.2 (1) with the following:

Any mesh or reinforcement that is found in concrete pavements or other removal items is incidental to the removal bid item(s) included in the contract.

(NER441-201141017)

9.4 Removing Old Structure.

Supplement standard spec 203.5.1 (2) with the following:

Any sawcuts to existing concrete or partial removal of exposed rebar by means identified within the plans or approved by the engineer are incidental to the payment of “Removing Old Structure.”

9.5 Salvaged Rail and Salvaged Guardrail End Treatments.

Salvage Rail and Guardrail End Treatments in accordance to the pertinent requirements of standard spec 614 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.
(NER441-20141017)

9.6 Abandoning Storm Sewer, Item SPV.0035.001.

A Description

This special provision describes plugging and abandoning existing sewer by filling the existing sewer with cellular concrete in accordance to the pertinent requirements of standard specs 204 and 501 as shown in the plans, and as hereinafter provided.

B Materials

Provide cellular concrete meeting the following specifications: 1 part cement, 1 part fly ash, 8 parts sand, or an approved equal, and water. Provide cement meeting the requirements of standard spec 501.2.1 for Type 1 Portland Cement. Provide sand meeting the requirements of standard spec 501.2.5.3 Provide water meeting the requirements of standard spec 501.2.4.

C Construction

Plug any existing pipe connections and thoroughly clean both ends of the pipe and seal them with brick, concrete block, or any grade of concrete specified under standard spec 501.3.1.3. Fill the abandoned sewer pipe with cellular concrete as directed by the engineer. In the event that the sewer cannot be completely filled from existing manholes, tap the sewer where necessary and fill from these locations.

D Measurement

The department will measure Abandoning Sewer in volume by the cubic yard, acceptably completed in accordance to standard spec 109.1.3.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.001	Abandoning Storm Sewer	CY

Payment is full compensation for furnishing all materials; and for excavating and backfilling where necessary.
(NER441-20150117)

10. Earthwork.

10.1 Frozen Ground.

Excavation of frozen ground directed by the engineer to maintain work as scheduled will be paid for as common excavation. Backfilling of these excavated areas will be paid for as either borrow or breaker run as directed by the engineer. This does not relieve the contractor of their responsibility to protect the subgrade from further freezing of the soils prior to or after this excavation or the timely backfilling of any areas excavated due to frozen conditions.

10.2 Embankment Construction.

Replace standard spec 205.3.2(4) with the following:

If placing embankment on side slopes 10 feet high or higher and steeper than one vertical to 3 horizontal, provide vertically-faced, horizontal benches at least 2 feet wide into the existing embankment slope every 2-foot of vertical height.

If constructing embankment on only one side of abutments, wing walls, piers, or culvert headwalls, construct the embankment so that the area immediately adjacent to the structure is not compacted in a manner that causes overturning of or excessive pressure against the structure. If constructing embankment on both sides of a concrete wall, pipe, or box type structure, construct the embankment so that the elevation on both sides of the structure is always approximately the same.

(NER441-20150117)

10.3 Borrow.

Replace standard spec 208.1(1) with the following:

This section describes constructing embankments and other portions of the work consistent with the earthwork summary and defines the contract requirements for borrow material if required by the plans or if the contractor elects to utilize off-site material to complete the roadway embankments.

Delete standard spec 208.2.2(2).

Add the following to standard spec 208.3:

The contractor shall be responsible for complying with all permit requirements in obtaining borrow materials.

10.4 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.

(NER441-20150117)

11. Bases, Subbases and Pavements.

11.1 Backfill Coarse Aggregate Size No 1, Item 209.0300.S.01.

A Description

This special provision describes furnishing and placing coarse aggregate backfill as shown on the plans and as hereinafter provided.

B Materials

Provide clean concrete aggregate graded in accordance with the requirements as specified under standard spec 501.2.5.4.4. The soundness and wear requirements are deleted from this material.

C Construction

Construct the coarse aggregates in accordance with standard spec 209.3.

D Measurement

The department will measure Backfill Coarse Aggregate Size No 1 in volume by the cubic yard in the vehicle.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
209.0300.S.01	Backfill Coarse Aggregate Size No. 1	CY

Payment is full compensation for furnishing and installing the aggregate.

209-030 (20030820)

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

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

A.2 Contractor Testing for Small Quantities

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

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

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

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

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

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

3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.

4. Department verification testing is optional for quantities of 6000 tons or less.

- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

B Materials

B.1 Quality Control Plan

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

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

B.2 Personnel

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

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

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

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

B.3 Laboratory

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:
Materials Management Section
3502 Kinsman Blvd.
Madison, WI 53704
Telephone: (608) 246-5388
<http://www.dot.state.wi.us/business/engrserv/lab-qualification.htm>

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

- (1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within 6 hours after obtaining a sample. For 3-inch

base, extend this 6-hour limit to 24 hours. Post or distribute tabulated results using a method mutually agreeable to the engineer and contractor.

B.4.3 Control Charts

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

B.5 Contractor Testing

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

test per 10 gradation tests if the fracture running average remains above the warning limit.

- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

B.6 Test Methods

B.6.1 Gradation

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:
Gradation..... AASHTO T 27
Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or 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 two 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 QMP Ride; Incentive IRI Ride, Item 440.4410.S.

A Description

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

B (Vacant)

C Construction

C.1 Quality Control Plan

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

C.2 Personnel

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

C.3 Equipment

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

C.4 Testing

C.4.1 Run and Reduction Parameters

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

C.4.2 Contractor Testing

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

- (4) Treat partial segments as independent segments.

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

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

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

C.4.3 Verification Testing

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

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

C.4.4 Documenting Profile Runs

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

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

The ProVAL software is available for download at:

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

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

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

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

C.5 Corrective Actions

C.5.1 General

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

C.5.2 Corrective Actions for Localized Roughness

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

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

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

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

C.5.3 Corrective Actions for Excessive IRI

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

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

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

C.6 Dispute Resolution

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

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

D Measurement

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

E Payment

E.1 Payment for Profiling

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

E.2 Pay Adjustment

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

ITEM NUMBER	DESCRIPTION	UNIT
440.4410.S	Incentive IRI Ride	DOL

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

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

HMA I	
Initial IRI (inches/mile)	Pay Adjustment^[1] (dollars per standard segment)
< 30	250
≥ 30 to <35	1750 – (50 x IRI)
≥ 35 to < 60	0
≥ 60 to < 75	1000 – (50/3 x IRI)
≥ 75	-250

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

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

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

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

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

11.4 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)	AASHTO T 104
Freeze-Thaw Soundness	AASHTO T 103
Chert ^[1]	AASHTO T 113

^[1]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)

11.5 Breaker Run.

Replace standard spec 311.3 (1) with the following:

Place breaker run where the plans show or as the engineer directs. The contractor may substitute select crushed material conforming to standard spec 312.2 for breaker run. (NER41-20111213)

11.6 Concrete Pavement HES 9-Inch.

Replace standard spec 415.2.1 (2) with the following:

Furnish special high early strength concrete under the 9-Inch HES items. The contractor shall use special high early strength concrete conforming to standard spec 416.2.5 for concrete pavement as shown in Stage 5 operations of the plans to complete the weekend paving operations for the Westbound to Southbound ramp.

11.7 HMA Pavement Type E-0.3.

Append standard spec 460.3.2 with the following addition:

- (2) The maximum lower layer thickness for 12.5 mm nominal size mixtures for HMA pavement is revised to 5 inches when constructing HMA shoulder pavement only. Apply the standard table for all other HMA pavement locations.

11.8 Concrete Pavement Joint Layout, Item SPV.0105.002.

A Description

This special provision describes designing the joint layout and staking the location of all joints on the project, including mainline and intersections (traditional and roundabouts) to accommodate the concrete paving operation.

B (Vacant)

C Construction

Design the joint layout and stake the location of all joints on the project, including mainline and intersections (traditional and roundabouts), to accommodate the concrete paving operation. Plan and set all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete pavement in accordance to the plans, the American Concrete Pavement Association Intersection Joint Layout Guidelines, and as directed by the engineer. Establish the joint layout in a manner to best-fit field conditions, construction staging, the plan, and as directed by the engineer.

D Measurement

The department will measure Concrete Pavement Joint Layout, completed in accordance to the contract and accepted, as a single complete lump sum unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.002	Concrete Pavement Joint Layout	LS

Payment is full compensation for designing the joint layout on the mainline and all traditional and roundabout intersections; for completing all surveying work necessary to locate all transverse and longitudinal joints; and for making adjustments to match field conditions and construction staging.

(NER441-20141017)

11.9 Concrete Pavement, Cold Weather Covering, Plastic 1 Layer, Item SPV.0180.001; Plastic 2 Layers, Item SPV.0180.002; Plastic/Hay/Plastic or Blankets, Item SPV.0180.003.

A Description

Place protective covering in accordance to standard spec 415.3.13, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Furnish materials that meet the requirements specified in standard spec 415.3.13.2.

C (Vacant)

D Measurement

The department will measure Concrete Pavement Cold Weather Covering (Type) by the square yard, 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.0180.001	Concrete Pavement, Cold Weather Covering, Plastic 1 Layer	SY
SPV.0180.002	Concrete Pavement, Cold Weather Covering, Plastic 2 Layers	SY
SPV.0180.003	Concrete Pavement, Cold Weather Covering, Plastic/Hay/Plastic or Blankets	SY

Payment is full compensation for supplying the plastic, hay, material sufficient to weight Down the insulating materials to withstand wind, and for furnishing all labor, tools, equipment, and incidentals required to place, remove, replace and dispose of all covering materials as required during normal concreting operations. Heating of water, aggregates, or both, if deemed necessary by the contractor to maintain placement temperature, is incidental to this item.

(NER441-20141017)

11.10 Modified High Performance Concrete (HPC) Pavement 9-Inch, Item SPV.0180.004; 10-Inch, Item SPV.0180.005; 11-Inch, Item SPV.0180.006; 10-Inch HES, Item SPV.0180.007.

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 standard spec 415.5.1(1) with the following:

1. 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. 004	Modified High Performance Concrete (HPC) Pavement 9-Inch	SY
SPV.0180. 005	Modified High Performance Concrete (HPC) Pavement 10-Inch	SY
SPV.0180. 006	Modified High Performance Concrete (HPC) Pavement 11-Inch	SY
SPV.0180. 007	Modified High Performance Concrete (HPC) Pavement 10-Inch HES	SY

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 standard spec 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	0.3
Soft fragments	5.0
Any combination of above.....	5.0
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 standard spec 501.2.5.4.3(1) with the following:

- (1) 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 standard spec 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 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 work as outlined in the temperature control plan.
2. If the concrete temperature at the point of placement exceeds 90 F, do not place concrete under this special provision.
3. 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 standard spec 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 standard spec 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:

- (1) If a subplot strength is less than 3000 psi, the department may direct the contractor to core that subplot 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.
- (2) The subplot pavement is conforming if the compressive strengths of all cores from the subplot are 3000 psi or greater or the engineer does not require coring.
- (3) The subplot pavement is nonconforming if the compressive strengths of any core from the subplot 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 standard spec 715.5.1(4) with the following:

- (4) The department will adjust pay for each lot using PWL of the 28-day subplot 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 standard spec 715.5.2(3) with the following:

- (3) 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 subplot average strengths. The department will reduce pay for sublots with an average strength below 4500 psi by \$1.50 per square yard.

(NER441-20141217)

11.11 Cold Patch, Item SPV.0195.001.

A Description

This special provision describes furnishing, stockpiling, placing, and maintaining cold patch material. The cold patch material shall be used for short term maintenance purposes to fill potholes/voids in the existing pavement surface that the engineer deems necessary.

B Materials

B.1 General

Furnish cold patch that is a combination of course aggregate, natural sand and bituminous material MC-250. The mixture shall be designed to have a workability range of 15°F-100° F without the addition of heat. The mixture shall have good adhesion to wet surfaces and be resistant to damage by water, salt and deicing products. The mixture shall be uniform and not require any mixing or special handling prior to use.

B.2 Gradations

Conform to the following gradation requirements:

SIEVE SIZE	PERCENT PASSING (by weight)
3/8 Inch (9.5mm)	96 - 100
No. 4 (4.75 mm)	76 - 82
No. 8 (2.38mm)	50 - 60
No. 50 (.297mm)	15 - 20
No. 200 (.074mm)	2 - 5
Bitumen	4.8 - 5.2

C Construction

C.1 General

Choose a smooth, firm, and well-drained area for an on-site stockpile that is cleared of vegetation and foreign material that may contaminate the cold patch. The stockpile shall be easily accessible and able to be maintained and replenished at any time during the duration of the project.

Application of the cold patch must be able to be accomplished by hand labor. Prior to filling any potholes/voids all ponded water and loose debris shall be removed. Place material into the pothole/void and compact flush with a tamper, roller, or vehicle tire. Traffic must be able to travel over the patch immediately after installation.

D Measurement

The department will measure cold patch by the ton stockpiled on site.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.001	Cold Patch	Ton

Payment for cold patch is full compensation for the patch; furnishing and providing a stockpile of material; preparing the pothole/void for material placement, stockpiling, placing, compacting, and maintaining, and all incidentals necessary to complete the contract work.

The contractor will be compensated for any unused stockpile quantities remaining on site at the completion of the project, thus the stockpile is not to exceed 10 tons on site at any given time unless approved by the engineer. Payment for this unused stockpile is full compensation for removing and hauling stockpile.

12. Bridges

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

John Relke, License Number All-119523, inspected Structures B-70-78 and B-70-79 for asbestos on September 10-11, 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 to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Kathie VanPrice, (920) 492-7175 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-70-79, USH 10 eastbound over USH 41 northbound/southbound
- Site Address: AT JCT USH 41
- Ownership Information: WisDOT Transportation NE Region, 1940 West Mason Street, Green Bay, WI, 54303
- Contact: Kurt Peters
- Phone: (920) 362-1157
- Age: 40 years old. This structure was constructed in 1975.
- Area: B-70-079: 38,098 SF of deck

- Site Name: Structure B-70-78, USH 10 eastbound-STH441 over Wisconsin Central Limited RR and Lake Street
- Site Address: 0.1M E JCT USH 41
- Ownership Information: WisDOT Transportation NE Region, 1940 West Mason Street, Green Bay, WI, 54303
- Contact: Kurt Peters
- Phone: (920) 362-1157
- Age: 35 years old. This structure was constructed in 1980.
- Area: B-70-079: 40,147 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)

12.2 QMP Bridge Ride Incentive IRI Ride Bridge, Item 440.5020.

A Description

- (1) This special provision describes profiling bridge encounters with a non-contact profiler, locating areas of localized roughness, and determining the International Roughness Index (IRI) for each wheel path segment.
- (2) Profile the final riding surface of the bridge encounters for the following structures: B-70-400
- (3) The engineer may direct straightedging under standard spec 415.3.10 for areas within 25 feet past steel armored joints, in the direction of travel. Other surfaces being tested under this provision are exempt from straightedging requirements.

B (Vacant)

C Construction

C.1 Quality Control Plan

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

C.2 Personnel

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

that an HTCP-certified profiler operator supervises data entry into the department's materials reporting system (MRS).

C.3 Equipment

- (1) Furnish a profile-measuring device capable of measuring IRI from the list of department-approved devices published on the department's web site at:
<http://roadwaystandards.dot.wi.gov/standards/qmp/profilers.pdf>
- (2) Perform daily calibration verification of the profiler using test methods according to the manufacturer's recommendations. Notify the engineer before performing the calibration verification. If the engineer requests, arrange to have the engineer observe the calibration verification and operation. Maintain records of the calibration verification activities, and provide the records to the engineer upon request.
- (3) Use self-propelled grinding machines with electronic depth, grade, and slope controls designed for grinding and texturing concrete.
 13. Equip grinding machines with diamond blades and a vacuuming system capable of removing liquid and solid residue from the ground surface. Shroud the machine to prevent discharging loosened material into adjacent work areas or live traffic lanes.
 14. Ensure that the machine, including the grinding head, weighs 35,000 pounds or more, will grind a strip at least 4 feet wide, and has an effective wheel base of 25 feet or more. Do not use equipment that causes raveling, aggregate fractures, joint deflection, or other damage to material remaining in place.
 15. Maintain equipment in proper working order. Ensure that the match and depth control wheels are round. Stop grinding and immediately replace out-of-round wheels.

C.4 Testing

C.4.1 Run and Reduction Parameters

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

C.4.2 Contractor Testing

- (1) Field-locate the beginning and ending points of the bridge encounter. Define bridge encounter as 25 feet of pavement leading to and from the approach slabs, the approach slabs on both ends of the bridge, and the bridge deck.
- (2) Operate profilers within the manufacturer's recommended speed tolerances. Perform all profile runs in the direction of travel. Measure the longitudinal profile of each wheel track of each lane of the bridge encounter. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.

- (3) Coordinate with the engineer to schedule profile runs for acceptance. The department may require testing to accommodate staged construction or if corrective action may be required. Complete profile runs before longitudinally grooving.
- (4) Measure the profiles of each standard or partial segment. Define segments one wheel path wide and distinguished by length as follows:
 1. Standard segments are 500 feet long.
 2. Partial segments are greater than 250 feet and less than 500 feet long.
 3. Add partial segments that are 250 feet long or less to the previous segment.
 Treat partial segments as independent segments.

C.4.3 Verification Testing

- (1) The department may conduct quality verification (QV) testing to validate the ride quality of the bridge encounter. An HTCP-certified profiler operator will perform the QV testing. The department will provide the contractor with a listing of the names and telephone numbers of all verification personnel for the project.
- (2) The department will notify the contractor before testing so the contractor can observe the QV testing. Verification testing is performed independent of the contractor's QC work using separate equipment from the contractor's QC tests. The department will provide test results to the contractor within 1 business day after the department completes the testing.
- (3) The engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's testing procedures and equipment. Both parties will document all investigative work.
- (4) If the contractor does not respond to an engineer request to resolve a testing discrepancy, the engineer may suspend production until action is taken. Resolve disputes as specified in C.6.

C.4.4 Documenting Profile Runs

- (1) Compute the IRI for each segment and analyze areas of localized roughness using the ProVAL software. The ProVAL software is available for download at:
<http://www.roadprofile.com>.
- (2) Prepare the ProVAL ride quality module reports showing the IRI for each segment and areas of localized roughness exceeding 200 in/mile. Develop ride quality module reports using the following parameters:

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

- (3) As part of the profiler software outputs and ProVAL reports, document the areas of localized roughness. Field-locate the areas of localized roughness prior to the engineer's assessment for corrective actions.

Within 5 business days after completing profiling of the bridge encounter covered under this special provision, unless the engineer and contractor mutually agree to a different timeline, upload the electronic ProVAL project file containing the .ppf files for each profiler acceptance run data, and ride quality module reports in pdf format, using the MRS software available at:

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

Notify the engineer when the profiler acceptance run data and the ride quality module report have been uploaded to the MRS system.

C.5 Corrective Actions

C.5.1 General

- (1) Analyze the data from the ProVAL reports and make corrective action recommendations to the engineer. The engineer will independently assess whether a repair will help or hurt the long-term performance before deciding on corrective action. Correct the ride as the engineer directs in writing.
- (2) Do not remove more than a total depth of 0.5 inches of material by corrective diamond grinding.
- (3) Do not diamond-grind within 1.5 feet of steel armored expansion joint systems.
- (4) Remove solid and liquid grinding residues from the roadway by vacuuming. Dispose of residue and water at an acceptable material disposal site located off the project limits and as shown in the ECIP.
- (5) Complete corrective actions and all profile runs before longitudinally grooving.

C.5.2 Corrective Actions for Localized Roughness

- (1) Apply localized roughness requirements to the bridge encounter, except localized roughness requirements will not be applied to the riding surface within 25 feet past steel armored joints, in the direction of travel.
- (2) The engineer may direct straight-edging under standard spec 415.3.10 for riding surfaces excluded from localized roughness under C.5.2 (1).
- (3) The engineer will review each individual wheel track for areas of localized roughness. The engineer will assess areas of localized roughness within 5 business days of receiving notification that the reports were uploaded. The engineer will analyze the report documenting areas that exceed an IRI of 200 in/mile and do one of the following for each location:

1. Direct the contractor to correct the area to minimize the effect on the ride.
 2. Leave the area of localized roughness in place with no pay reduction.
- (4) The engineer will not direct corrective action for an area of localized roughness without independent identification of that area as determined by physically riding the surface. For corrections, use only techniques the engineer approves.
 - (5) Re-profile to verify that the segment IRI is less than 140 in/mile after correction. Upload a revised ProVAL ride quality module report, in pdf format, to the MRS for the corrected areas to validate the results.

C.5.3 Corrective Actions for Excessive Segment IRI

- (1) If an individual segment IRI exceeds 140 in/mile after correction for localized roughness, the engineer may require the contractor to correct that segment to an IRI less than 140 in/mile using one of the following two methods.
 1. Continuous diamond grinding of the full lane width, if required, of the riding surface including adjustment of the adjacent lanes and shoulders.
 2. Other corrective action as approved by WisDOT's Bureau of Structures.
- (2) Re-profile corrected segments to verify that the final segment IRI meets the above correction limit and there are no areas of localized roughness. Enter a revised ProVAL ride quality module report, in pdf format, for the corrected areas to the MRS. Segments failing these criteria after correction are subject to the engineer's right to adjust pay for non-conforming work under standard spec 105.3.

C.6 Dispute Resolution

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

D Measurement

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

E Payment

E.1 Payment for Profiling

- (1) Costs for furnishing and operating the profiler, and documenting profile results for the bridge encounter are incidental to the contract. Costs for correcting the final riding surface of the bridge deck and structural approach slab, if applicable, are incidental to the contract. The department will pay separately for engineer-directed corrective action performed in other areas of the bridge encounter under the Grinding for Bridge Ride administrative item.

E.2 Pay Adjustment

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

ITEM NUMBER	DESCRIPTION	UNIT
440.5020	Incentive IRI Ride Bridge	DOL

- (2) Incentive payment is not limited, either up or down, to the amount the schedule of items shows.
- (3) The department will adjust pay for each segment based on the initial IRI for that segment.
- (4) The department will adjust pay for 500-foot long standard segments nominally one wheel path wide using equation “QMP 1.05” as follows:

Initial IRI (inches/mile)	Pay Adjustment (dollars per standard segment)
0 to <80	1000
≥80 to <100	5000 - (50 x IRI)
≥100	0

- (5) The department will prorate the pay adjustment for non-standard segments based on their length.

12.3 Longitudinal Grooving Bridge Deck, Item SPV.0165.704.

A Description

Provide longitudinal deck grooves parallel to the centerline of the roadway prior to opening the bridge to traffic as directed by the engineer.

B Materials

Use a grooving machine containing blades mounted on a multi-blade arbor on a self-propelled machine built for grooving hardened concrete surfaces.

Use a grooving machine with a depth control device that detects variations in the deck surface and adjusts the cutting head height to maintain a specified depth of groove.

Equip the grooving machine with a guide device to control multi-pass alignment.

C Construction

Groove the pavement longitudinally without damaging the concrete deck surface.

Complete a longitudinal grooving operation that results in a uniformly grooved deck surface.

Cut grooves continuously across the deck width to within 18 inches of the barrier rail, curb line, or median divider. If metal floor drains extend more than 18 inches from the barrier rail, curb line, or median divider, all grooves on the bridge deck surface are to end within 6 inches of the floor drain perimeter.

At skewed metal edged expansion joints in the bridge deck surface, end all grooves on the bridge deck surface within 6 inches of the joint leaving no ungrooved surface adjacent to each side of the joint greater than 6 inches in width on the deck side of the expansion joints.

Produce grooves that are continuous across construction joints or other joints in the concrete deck surface less than ½-inch wide.

Construct longitudinal grooves with the following criteria:

Width (In)	Depth (In)	Spacing C-C (In)	Width Tolerance (In)	Depth Tolerance (In)	Spacing Tolerance (In)
1/8	3/16	3/4	0 to 1/16	± 1/16	± 1/16

Collect, remove and dispose of solid material residue and liquid waste resulting from grooving operations by vacuuming in a manner satisfactory to the engineer.

D Measurement

The department will not measure Longitudinal Grooving Bridge Deck. The department will use pay plan quantity according to standard spec 109.1.1.2.

E Payment

The department will pay for plan quantities according to standard spec 109.1.1.2 at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.704	Longitudinal Grooving Bridge Deck	SF

Payment is full compensation for providing the required machinery and operators; for grooving, for collecting, removing and properly disposing of all waste materials.

12.4 Debris Containment B-70-400, Item 203.0225.S.01; B-70-78, Item 203.0225.S.02.

A Description

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

B (Vacant)

C Construction

Prior to starting work, submit a debris containment plan to the engineer and Wisconsin Central Ltd. railroad for review. Incorporate modifications requested by the engineer and the railroad. Do not start work over Wisconsin Central Ltd. railroad track until the engineer and Wisconsin Central Ltd. railroad approve the debris containment plan.

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

At least 15 working days before conducting potential debris generating operations, contact the following owners or lessees for approval of the debris containment plan:

1. Jackie Macewicz, Manager Public Works, 1625 Depot St., Stevens Point, WI, 54481; TELEPHONE (715) 345-2503; FAX (715) 345-2534; email jackie.macewicz@cn.ca

D Measurement

The department will measure Debris Containment (Structure) as a single lump sum unit of work for each structure, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0225.S.01	Debris Containment B-70-400	LS
203.0225.S.02	Debris Containment B-70-78	LS

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

203-010 (20080902)

12.5 Ice Hot Weather Concreting, Item 501.1000.S.

Conform to standard spec 501.3.8 except the department will pay for ice at the contract unit price under the Ice Hot Weather Concreting bid item.

Replace standard spec 501.4 and 501.5 with the following:

501.4 Measurement

- (1) The department will measure Ice Hot Weather Concreting by the pound, acceptably completed, measured only if the conditions prescribed in standard spec 501.3.8.2 are met.

501.5 Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
501.1000.S	Ice Hot Weather Concreting	LB

- (2) Payment for Ice Hot Weather Concreting is full compensation for ice used to cool concrete placed in hot weather as specified in standard spec 501.3.8.2.
- (3) The department will not pay directly for the concrete specified under this section. Concrete is incidental to the various bid items using it. Payment under those bid items includes providing all materials, including aggregates and associated aggregate source testing, cement, fly ash, slag, and admixtures; for preparing, transporting, storing, protecting and curing concrete; and for contractor requirements related to testing specified in standard spec 501.3.10.
- (4) If required to remove and replace any concrete damaged by lack of proper protection. Perform this work at no expense to the department.
501-010 (20140615)

12.6 Expansion Device, B-70-400.

A Description

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

B Materials

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

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

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

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

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

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

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

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

Manufacturer's certifications for adhesive and steel shall attest that the materials meet the specification requirements.

502-020 (20110615)

12.7 Bar Steel Reinforcement HS Stainless Structures, Item 505.0800.S.

A Description

This special provision describes furnishing and placing stainless steel reinforcing bars and associated stainless steel bar couplers.

Conform to standard spec 505 as modified in this special provision.

B Materials

B.1 General

Furnish stainless steel reinforcing bars conforming to ASTM A955 and to one of the following Unified Numbering System (UNS) designations: S31653, S31803, S32205, or S32304. Supply grade 60 bars, all of the same UNS designation. Conform to the chemical composition specified for the given UNS designation in ASTM A276 table 1.

Supply bars that are free of dirt, mill scale, oil, and debris by pickling to a bright or uniform light finish. The department may reject bars displaying rust/oxidation, questionable blemishes, or lack of a bright or uniform pickled surface.

Furnish chairs or continuous supports made of stainless steel or recycled plastic to support high-strength stainless bar steel reinforcement subject to the plastic chair restriction stated in standard spec 505.3.4(1).

Furnish couplers made from one of the UNS alloys allowed for bar steel.

Furnish tie wire made from one of the UNS alloys allowed for bar steel or from an engineer-approved plastic or nonmetallic material. Ensure that stainless steel tie wire is dead soft annealed.

B.2 Fabrication

Before fabrication, supply test results from an independent testing agency certifying that the reinforcement meets the requirements of Annex A1 of ASTM A955.

Bend bars conforming to standard spec 505.3.2 and according to ASTM A955. Bend and cut bars using equipment thoroughly cleaned or otherwise modified to prevent contamination from carbon steel or other contaminants. Use tools dedicated solely to working with stainless steel.

B.3 Control of Material

Identify reinforcement bars delivered to the project site with tags bearing the identification symbols used in the plans. Include the UNS designation, heat treat condition, heat number, grade corresponding to minimum yield strength level, and sufficient documentation to track each bar bundle to a mill test report.

Provide samples for department testing and acceptance according to CMM 8-50 Exhibit 1 requirements for concrete masonry reinforcement for uncoated bar steel.

Provide mill test reports for the project that do the following:

1. Verify that sampling and testing procedures and test results conform to ASTM A955, ASTM A276 table 1, and these contract requirements.
2. Include a chemical analysis with the UNS designation, heat lot identification, and the source of the metal.

3. Include tensile strength, yield strength, and elongation tests results conforming to ASTM A955 for each size furnished.
4. Certify that the bars have been pickled to a bright or uniform light finish.

C Construction

C.1 General

Ship, handle, store, and place the stainless steel reinforcing as follows:

1. Separate from regular reinforcement during shipping. Pad points of contact with steel chains or banding, or secure with non-metallic straps.
2. Store on wooden cribbing separated from regular reinforcement. Cover with tarpaulins if stored outside.
3. Handle with non-metallic slings.
4. Do not flame cut or weld. Protect from contamination when cutting, grinding, or welding other steel products above or near the stainless steel during construction.
5. Place on plastic or stainless steel bar chairs. If placing stainless steel chairs on steel beams, use chairs with plastic-coated feet.
6. Tie with stainless steel wire or an engineer-approved plastic or nonmetallic material.

Do not tie stainless steel reinforcing bars to, or allow contact with, uncoated reinforcing bars or galvanized steel. Maintain at least 1-inch clearance between stainless steel bars or dowels and uncoated or galvanized steel. Where 1-inch clearance is not possible, sleeve bars with a continuous polyethylene or nylon tube at least 1/8-inch thick extending at least 1 inch in each direction and bind with nylon or polypropylene cable ties. Sleeves are not required between stainless steel bars and shear studs. Stainless steel bars can be in direct contact with undamaged epoxy-coated bars.

Cut flush with the top flange or remove uncoated fasteners, anchors, lifting loops, or other protrusions into a bridge deck before casting the deck on prestressed concrete beams.

C.2 Splices

Splice as the plans show. Provide stainless steel couplers conforming to the minimum capacity, certification, proof testing, and written approval requirements of standard spec 550.3.3.4. The contractor may substitute stainless steel couplers for lap splices the plans show if the engineer approves in writing.

If increasing or altering the number or type of bar splices the plans show, provide revised plan sheets to the engineer showing the reinforcement layout, type, length, and location of revised bar splices and revised bar lengths. Obtain engineer approval for the location of new lap splices or substitution of mechanical bar couplers before fabrication. Ensure that new lap splices are at least as long as those the plans show.

D Measurement

The department will measure Bar Steel Reinforcement HS Stainless Structures by the pound acceptably completed, computed from the nominal weights of corresponding sizes

B.2 Concrete Stain

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

Tri-Sheen Concrete Surfacers, Smooth by TK Products

Tri-Sheen Acrylic by TK Products

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

Safe-Cure and Seal EPX by Chem Masters

H + C Shield Plus by Sherwin-Williams

C Construction

C.1 General

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

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

C.2 Preparation of Concrete Surfaces

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

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

C.3 Staining Concrete Surfaces

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

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

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

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

C.4 Test Areas

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

C.5 Surfaces to be Coated.

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

D Measurement

The department will not measure Concrete Staining (Structure). The department will use pay plan quantity according to standard spec 109.1.1.2.

E Payment

The department will pay for plan quantities according to standard spec 109.1.1.2 at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
517.1010.S.01	Concrete Staining B-70-400	SF

Payment is full compensation for furnishing and applying the two coat system; for preparing the concrete surface; and for preparing the sample panels.

517-110 (20100709)

12.9 Architectural Surface Treatment B-70-400, Item 517.1050.S.01.

A Description

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

B Materials

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

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

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

Use random ashlar pattern form liners manufactured for vertical use on exterior concrete surfaces. Form liners shall be elastomeric reusable sheets with rigid backing. Use the following products, or equal as approved by the department, for architectural surface treatment:

Custom Rock - Milwaukee River Ashlar #12030
Architectural Polymers - Random Coursed Ashlar #932
Scott System – Ashlar Stone #167C

C Construction

C.1 Equipment

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

C.2 Form Liner Preparation

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

Apply form release per manufacturer's recommendations.

C.3 Form Liner Attachment

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

C.4 Surface Finishing

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

The contractor shall prepare and deliver to the field office a 48-inch x 48-inch concrete test panel. Test panel shall be cast with the proposed formliner so the engineer will be able to evaluate the adequacy of the product and the forming methods to yield the desired results.

Grind or fill pouring blemishes.

D Measurement

The department will not measure Architectural Surface Treatment (Structure). The department will use pay plan quantity according to standard spec 109.1.1.2.

E Payment

The department will pay for plan quantities according to standard spec 109.1.1.2 at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
517.1050.S.01	Architectural Surface Treatment B-70-400	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.
(NER441-20150117)

12.10 Anchor Assemblies Light Poles on Structures, Item 657.6005.S.

A Description

This special provision describes furnishing and installing anchor bolt assemblies for light poles as shown on the plans, and as hereinafter provided.

B Materials

Furnish anchors of the size and spacing as given on the plans, and that conform to ASTM A449 or AASHTO M314 GR 55. The upper 8 inches of the bolts, nuts, and washers shall be hot-dipped galvanized in accordance to ASTM A153, Class C. Provide enlarged threads on nuts for proper fit after galvanizing.

C Construction

Provide two nuts and two washers per anchor bolt, and install per light standard manufacturer's recommendations.

D Measurement

The department will measure Anchor Assemblies Light Poles on Structures as a unit for each individual anchor bolt assembly, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
657.6005.S	Anchor Assemblies Light Poles on Structures	Each

Payment is full compensation for furnishing and installing the anchorages.
657-060 (20100709)

12.11 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 standard spec 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	0.3
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	1.5
Chert.....	1.0

501.2.5.4.3 Physical Properties

Replace standard spec 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 standard spec 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 standard spec 501.3.2.4.3.3(1)

501.3.5.2 Delivery

Replace standard spec 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, not including the addition of ice to the concrete mix, is considered incidental to the work and will not be measured or paid for separately. The addition of ice is measured and paid for separately under the applicable bid item.

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 standard spec 502.3.5.4(6).

502.3.7.8 Floors

Replace standard spec 502.3.7.8(5) with the following:

- (5) 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 standard specs 502.3.7.8(13), 502.3.7.8(14) and 502.3.7.8(15). Add the following standard specs 502.3.7.8(19), 502.3.7.8(20, 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 standard spec 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 engineer-approved 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 standard spec 501.2.9.
- (2) Secure coverings along all edges to prevent moisture loss.

502.3.9.6 Bridge Decks

Replace standard spec 502.3.9.6(2) with the following:

- (2) 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 standard spec 502.5.1(1) with the following:

The department will pay for plan quantities according to standard spec 109.1.1.2 at the contract unit price under the following bid item:

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

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 standard spec 715.2.3.2(2) with the following:

- (2) 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)

12.12 Downspout RTRP 8-Inch, Item SPV.0090.700.

A Description

This special provision describes furnishing and installing bridge downspouts in accordance to standard spec 514, as shown on the plans, and as hereinafter provided.

B Material

Provide materials conforming to standard spec 514.2 except as modified hereinafter.

Furnish downspouts and fittings constructed of Reinforced Thermosetting Resin Piping (RTRP). Steel pipe is not allowed for downspouts and fittings.

Furnish one, 2-foot long flexible downspout connector for each deck drain as shown on the plan.

C Construction

Construct in accordance to the pertinent requirements of standard spec 514.3.4.

Pigment inject all RTRP downspouts and fittings to match the girder paint color, Federal Color Number 33564.

Provide the engineer with a sample of the pigment injected downspout prior to installation.

Secure one end of the flexible downspout connector to the end of the deck drain downpipe and the other end of the flexible connector to the top of the downspout attached to the pier such that it may be removed for future maintenance.

D Measurement

The department will measure Downspout RTRP 8-Inch by the linear foot, acceptably completed, in accordance to standard spec 514.4(4).

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.700	Downspout RTRP 8-Inch	LF

Payment is full compensation in accordance to standard spec 514.5(5).

12.13 Temporary Joints with Cold Mix Fill, Item SPV.0105.703.

A Description

This special provision describes furnishing, delivering, installing, and maintaining temporary joints using cold mix asphalt fill retained with steel angles or plates on existing structures at expansion joint gap locations where the existing median curb is removed, in accordance with standard specs 502 and 509, as shown on the plans, and as herein provided.

B Materials

Steel shall conform to ASTM designation A 709 grade 36 steel.

Provide concrete masonry anchors from the department's Approved Products List.

Spray foam filler shall be of sufficient strength to retain cold mix asphalt.

C Construction

Provide, fabricate and install temporary joint angles and plates as shown in the plans. Drill holes for anchors as shown in the plans, using the plates or a template to accurately locate the holes. Install masonry anchors according to manufacturer's instructions. After installation of the plates or angles below the joints, fill the joint opening with cold mix asphalt before the temporary asphalt roadway surface is installed. For the duration of the project, monitor the temporary joints and cold mix fill and repair or replace all portions of the temporary joints or cold mix fill as necessary to maintain support of the cold mix asphalt in the joint opening and provide a consistent, smooth driving surface over the joint.

D Measurement

The department will measure Temporary Joints with Cold Mix Fill as a single lump sum unit of work for all temporary joint work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.703	Temporary Joints with Cold Mix Fill	LS

Payment is full compensation for installing and maintaining the temporary joints including for drilling and installing masonry anchors, installing steel plates and angles and providing cold mix asphalt fill in the existing expansion joint gaps; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work.

13. Retaining Walls, Ground Support (Vacant).

14. Drainage and Erosion Control.

14.1 Maintaining Drainage.

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

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

Dewatering

If dewatering or pumping is required, treat the water to remove suspended solids before allowing it to enter any waterway or wetland. Filter pumped water through a media such as washed stone or allow settling in a sedimentation basin with sufficient capacity and size to provide an efficient means to filter the water from the dewatering operation before it is discharged back into the waterway or wetland. As part of the Erosion Control Implementation Plan (ECIP) submittal, supply all pertinent information and calculations used to determine the best management practice for dewatering at each location it is required.

Refer to the dewatering guidelines of WisDNR Storm Water Management Technical Standards, Code #1061, "Dewatering". This document can be found at the WisDNR website: <http://dnr.wi.gov/runoff/stormwater/techstds.htm>

The cost of all work and materials associated with water treatment and/or dewatering is incidental the project.
(NER441-20150125)

14.2 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 over-winter erosion control plan for 2015/2016. Present this ECIP amendment at a meeting with DNR and department staff prior to October 15.

(NER441-20141017)

14.3 Riprap.

Delete standard spec 606.2.1(3) and replace it with the following:

Do not use broken concrete containing steel as riprap or heavy riprap.

14.4 Notice to Contractor – Fertilizer

Fertilizer shall not be used within 20-feet of a water body or wetland.

14.5 Temporary Ditch Checks.

Complete work in accordance to standard spec 628 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.

(NER441-20141017)

14.6 Surface Drain Pipe Corrugated Metal Slotted, 15-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 15-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)

14.7 Stone or Rock Ditch Checks, Item 628.7560.S.**A Description**

This special provision describes furnishing and installing stone or rock ditch checks as shown on the plans or as directed by the engineer, or both, and as hereinafter provided.

B Materials

Provide materials conforming to size requirements for size no. 2 coarse aggregate for concrete masonry or riprap in accordance to the standard spec 501.2.5.4.4. Railroad ballast or breaker run stone conforming to the following applicable gradations may also be used:

Railroad Ballast	
Sieve Size	Percent by Weight Passing
2 Inch	100
1 Inch	20 – 55
3/8 Inch	0 -5

Breaker Run Stone	
Sieve Size	Percent by Weight Passing
5 Inch	100
1½ Inch	0 – 50
3/8 Inch	0 - 5

Incorporate stone or rock in the ditch checks that is hard, sound, and durable, and meets the approval of the engineer.

C Construction

Place stone or rock ditch checks immediately after shaping of the ditches or slopes is completed. Place stone or rock ditch checks at right angles to the direction of flow and construct to the dimensions and in accordance to the details shown in the plans.

Remove sediment from behind the stone or rock ditch checks when it has accumulated to one half of the original height of the dam.

D Measurement

The department will measure Stone or Rock Ditch Checks in volume by the cubic yard of material incorporated in the work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
628.7560.S	Stone or Rock Ditch Checks	CY

Payment is full compensation for furnishing, producing, crushing, loading, hauling, placing, and shaping and maintaining Stone or Rock Ditch Check.

The quantity of sediment removed shall be multiplied by a factor of ten and paid for as Common Excavation.

628-050 (20141107)

14.8 Cover Plate Left In Place, Item SPV.0060.014.

A Description

Furnish and install a steel plate to cover and support construction, backfill material, and traffic loading at storm sewer structures as shown on the plans, in accordance to the pertinent provisions of standard spec 611, and as hereinafter provided.

Cover plates left in place becomes the property of the department after final acceptance by the engineer.

B Materials

Provide a 0.5-inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

C Construction

Clean out all soil, debris, other accumulated matter, and materials deposited or lodged due to the contractor's operations from the structure prior to placing the cover plate left in place on the structure. Place cover plate over portion of storm sewer structure which is below the proposed flow line elevation. Do not extend covers above the proposed flow line to prevent flow bypass of the inlet.

Place cover plates as shown on the plans.

D Measurement

The department will measure Cover Plate Left In Place as each individual cover plate left in place, 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.0060.014	Cover Plate Left In Place	Each

Payment is full compensation for furnishing and installing the cover plate; and for leaving cover plate in place.

14.9 Storm Sewer Plug, Item SPV.0060.015.

A Description

Install a Storm Sewer Plug at locations specified in the plans.

B Materials

Provide a precast reinforced concrete plug or an engineer approved alternative, conforming to the inside diameter of the corresponding pipe as shown on the plan.

All materials, if concrete, must conform to standard spec 501 and standard spec 611.

C Construction

Place a watertight plug in the end of the storm sewer pipe in a manner that seals the pipe, but allows for future removal of plug without damaging the storm sewer pipe.

D Measurement

The department will measure Storm Sewer Plug 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.0060.015	Storm Sewer Plug	Each

Payment is full compensation for furnishing and installing all required materials.
(NER441-20141017)

14.10 Street Sweeping, Item SPV.0075.001.**A Description**

Remove small dirt and dust particles from the roadway using a street sweeper for cleaning the roadway before traffic switches or cleaning of roadways from non-contractor vehicle traffic.

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 by the hour that the street sweeper is on the project picking up and removing debris from the roadway, 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.0075.001	Street Sweeping	HRS

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

All street sweeping due to the contractors hauling operations is considered incidental to the contract.
(NER441-20150117)

14.11 Water for Seeded Areas, Item SPV.0120.001.

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 NUMBER	DESCRIPTION	UNIT
SPV.0120.001	Water for Seeded Areas	MGAL

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

15. Miscellaneous Concrete.

15.1 Concrete Barrier Curing.

Add the following to standard spec 603.3.1.4:

(2) When curing compound is applied to concrete barrier in proximity to live traffic, develop a construction plan which includes a containment system to avoid overspray onto traffic and to ensure complete coverage with the curing compound. Submit the construction plan to the engineer for review and approval.
(NER441-20141017)

15.2 Concrete Curb and Gutter and Barrier, Cold Weather Covering, Plastic 1 Layer, Item SPV.0090.003; Plastic 2 Layers, Item SPV.0090.004; Plastic/Hay/Plastic or Blankets, Item SPV.0090.005.

A Description

Place protective covering in accordance to standard spec 415.3.13, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Furnish materials that meet the requirements specified in standard spec 415.3.13.2.

C (Vacant)

D Measurement

The department will measure Concrete Curb and Gutter and Barrier, Cold Weather Covering (Type) 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.0090.003	Concrete Curb and Gutter and Barrier, Cold Weather Covering, Plastic 1 Layer	LF
SPV.0090.004	Concrete Curb and Gutter and Barrier, Cold Weather Covering, Plastic 2 Layers	LF
SPV.0090.005	Concrete Curb and Gutter and Barrier, Cold Weather Covering, Plastic/Hay/Plastic or Blankets	LF

Payment is full compensation for supplying the plastic, hay, material sufficient to weight down the insulating materials to withstand wind; and for furnishing all labor, tools, equipment, and incidentals required to place, remove, replace and dispose of all covering materials as required during normal concreting operations. Heating of water, aggregates, or both, if deemed necessary by the contractor to maintain placement temperature, is incidental to this item.

(NER441-20141017)

16. Signing and Marking.

16.1 Removing Pavement Markings Water Blasting, Item SPV.0090.007.

A Description

This special provision describes removing pavement markings using high pressurized water spray from locations shown on the plans or as the engineer directs. Conform to standard specs 646 and 647 as modified in this special provision.

B Materials

Provide necessary materials to remove the marking completely.

C Construction

Remove pavement marking using a high pressurized water spray with a vacuum recovery system to provide a clean, dry surface, without the use of a secondary cleanup process when pavement or ambient air temperature is 36 degrees F and rising. Remove all markings in their entirety. Provide equipment with a storage system that contains wastewater and debris. Control blast head at all times.

Obtain approval from engineer to perform alternative removal process when either restricted from using water blasting or water blasting alone was unsuccessful. Grind markings off only if water blasting does not achieve full removal. Obtain engineer approval of the removal.

D Measurement

The department will measure Removing Pavement Markings Water Blasting by the linear foot for longitudinal pavement markings or as each individual arrow, symbol or word for special markings, acceptably completed. The department will count removing an RXR symbol as 3 individual symbols.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.007	Removing Pavement Markings Water Blasting	LF

Payment is full compensation for conforming to standard specs 646.5 and 647.5.

16.2 Delineators Temporary

Complete work in accordance to standard spec 633.

Supplement standard spec 633.5(5) with the following:

Payment includes temporarily mounting the delineators to the permanent concrete median barrier and any bracket or mounting mechanism required. Mount temporary delineators in manner to avoid placement of holes in the new concrete barrier and to avoid damage to the concrete upon removal of the temporary delineators.
(NER441-20141017)

16.3 Pavement Marking Grooved Wet Reflective Contrast Tape; 8-Inch, Item 646.0843.S.

A Description

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

B Materials

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

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

C Construction

C.1 General

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

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

C.2 Groove Depth

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

C.3 Groove Width – Longitudinal Markings

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

C.4 Groove Position

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

C.5 Groove Cleaning

C.5.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with

high-pressure water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and the pavement marking tape. Use a high-pressure air blower with at least 185 ft³/min air flow and 120 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

C.5.2 New Asphalt

Groove pavement five or more days after paving.

Use a high-pressure air blower with at least 185 ft³/min air flow and 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 ft³/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 contrast 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
646.0843.S	Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.

646-022 (20120615)

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 Anchor Bolt Cover Shroud, Item SPV.0060.350.

A Description

This work shall be in accordance to the requirements of standard spec 657 and as hereinafter provided.

B Materials

Furnish aluminum cover shroud in accordance to the plans and standard spec 657.2.2.5 and as hereinafter provided:

Housing and cover plate shall be 12 gauge aluminum. Rivets or bolts shall be used to attach the cover plate to the housing. Rivets, if used, for attaching the cover plate to the housing shall be aluminum and sized in accordance to the specifications determined by the fabricator of the unit. Bolts, if used, for attaching the cover plate to the housing shall

be stainless steel. Provide non-metallic washers between the cover shroud and steel lock washer.

C Construction

In accordance to the plans and standard spec 657.3 and as hereinafter provided:

Follow all manufacturer installation guidelines for installation of cover shroud and accessories. Apply silicone sealant between the top of the cover shroud body and the aluminum cover plate.

D Measurement

The department will measure Anchor Bolt Cover Shroud by each individual anchor bolt cover shroud, 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.0060.350	Anchor Bolt Cover Shroud	Each

Payment is full compensation for furnishing and installing anchor bolt cover shrouds.

17.3 Concrete Bases Type 7 on Steep Slopes, Item SPV.0060.351.

A Description

This work describes constructing a concrete light pole bases Type 7 that requires additional materials and labor above what is shown on the standard detail for Concrete Bases Type 7. This work includes concrete bases on steep slopes. Perform all work in accordance to the requirements of standard spec 654, the plans, standard and special detail drawings, and as hereinafter provided.

B Materials

In accordance to the plans and standard spec 654.2 and as hereinafter provided.

Furnish a rigid form as required to set the location of all concrete bases in areas with retaining wall backfill. A rigid form shall maintain the required shape without deflection during retaining wall backfill operations.

C Construction

In accordance to the plans and standard spec 654.3 and as hereinafter provided.

Install a rigid form as required to set the location of all concrete bases in areas with retaining wall backfill. This item may require locating the horizontal and vertical position of the concrete base during the retaining wall backfill operation. Rigid forms shall be set plumb and shall be placed to avoid retaining wall soil stabilization straps. Excavation for the concrete bases may not be allowed after the retaining wall backfill is completed.

Verify the locations of all concrete bases are accurately represented on the contractor designed wall plans as submitted to the engineer. Coordinate all construction activities as required.

D Measurement

The department will measure Concrete Bases Type 7 on Steep Slopes 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	Concrete Bases Type 7 on Steep Slopes	Each

Payment is full compensation for installing concrete bases including all hardware and fittings necessary for installation; for furnishing and installing a rigid form; and for coordination with retaining wall construction operations.

17.4 Lighting Control Cabinet – Freeway, 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 240/480 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 200 amp - 240/480 volt - 22 kA - 20 position load center with 200 amp main breaker. Furnish feeder and branch circuit breakers as detailed in panelboard schedules in the plans.

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 Step-Down Transformer with Primary and Secondary Overcurrent Protection

Furnish a 3 KVA - 240/480V to 120/240V commercial grade, dry type, step-down transformer with primary overcurrent protection to feed 120V loads as detailed in the cabinet schematic drawings. Furnish DIN rail mounted secondary breakers as shown in the Lighting Control Cabinet – Freeway – Schematic drawing, complete with all necessary mounting provisions and DIN rail end caps, as detailed in the plans.

B.6 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.7 Contactors

Furnish 2 pole - 240 volt coil contactors as detailed in the cabinet schematics and plans.

B.8 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 – Freeway 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.0060.352	Lighting Control Cabinet – Freeway	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 (Vacant).

19. Miscellaneous – Incidental Construction.

19.1 Fence Safety, Item 616.0700.S.

A Description

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

B Materials

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

Furnish fence fabric meeting the following requirements.

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

C Construction

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S.	Fence Safety	LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; removing and disposing of fence and posts at project completion; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

616-030 (20070510)

19.2 Survey Project 1517-07-79, Item SPV.0105.001.

A Description

Perform work conforming to standard specs 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. 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 1517-07-79 as a single lump sum unit of work, acceptably completed.

E Payment

Replace standard spec 650.5 with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.001	Survey Project 1517-07-79	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.
(NER441-20150117)

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

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

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

I. BASIC CONCEPTS

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 12 (number) TrANS Graduate(s) be utilized on this contract.

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 7 (number) TrANS Apprentice(s) be utilized on this contract.

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

Use the following link prior to June 19, 2015:

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

Use the following link beginning June 19, 2015:

<http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

2. Definitions

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

3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

4. Department's DBE Evaluation Process**a. Documentation Submittal**

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

i. Bidder Meets DBE Goal

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

ii. Bidder Does Not Meet DBE Goal

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

5. Department's Criteria for Good Faith Effort

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

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.
- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
 - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
 - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. See *attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A*. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
 - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main> Other acceptable means include postal mail, email, fax, phone call.
 - a. Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
 - (3) Second solicitation should take place within 5 days
 - a. An email solicitation is highly recommended for this second solicitation
 - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
 - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call.
 - c. Fax/letter confirmation
 - d. Copy of the DBE quotes

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

DBE Support Services Office
6150 Fond du Lac Ave.
Milwaukee, WI 53218
Phone: 414-438-4583 / 608-266-6961
Fax: 414-438-5392

E-mail: DOTDBESupportServices@dot.wi.gov

6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

7. Department's Criteria for DBE Participation

Department's DBE List

- a. The department maintains a DBE list on the department's website

Use the following link prior to June 19, 2015:

<http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

Use the following link beginning June 19, 2015:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/ucp-directory.xlsx>

- 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

Use the following link prior to June 19, 2015:

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

Use the following link beginning June 19, 2015:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.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:

Use the following link prior to June 19, 2015:

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

Use the following link beginning June 19, 2015:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf>

16. Changes to the approved DBE Commitment Form DT1506

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

17. Contract Modifications

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

18. Payment

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

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

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

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

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor 's Contact Person

Phone: _____
Fax: _____
Email: _____

DBE Contractor Contact Person

Phone _____
Fax _____
Email _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

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

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

Primes

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

DBE

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs
- Participate on advisory and mega-project committees
- Sign up to receive the DBE Contracting Update
- Consider membership in relevant industry or contractor organizations
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

APPENDIX D
Good Faith Effort Evaluation Guidance
Excerpt from Appendix A of 49 CFR Part 26

APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- D.
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Appendix E

Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
 - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
 - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
 - c. Add attachments to a sub-quote
 - d. Add unsolicited work items to sub-quotes that you are responding to
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Release of Routine Retainage

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

ADDITIONAL SPECIAL PROVISION 6**ASP 6 - Modifications to the standard specifications**

Make the following revisions to the 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 May 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 the quality of HMA pavement placed in cold weather. 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 the paragraphs one and two with the following effective with the January 2015 letting:

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

460.2.2.3 Aggregate Gradation Master Range

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

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

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

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

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

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

460.3.4 Cold Weather Paving

Add a new subsection as follows effective with the May 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 that introduces water into the mix.
 - Use additional rollers.

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

460.3.4.2 Cold Weather Paving Operations

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

460.4 Measurement

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

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

460.5.1 General

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

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

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

460.5.2.2 Disincentive for HMA Pavement Density

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

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

460.5.2.4 Cold Weather Paving

Add a new subsection as follows effective with the May 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. The department will not pay for HMA Cold Weather Paving for HMA placed on days when the department is assessing liquidated damages.
- (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 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.

506.3.2 Shop Drawings

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

- (1) Ensure that shop drawings conform to the contract plans and provide additional details, dimensions, computations, and other information necessary for completely fabricating and erecting the work. Include project and structure numbers on each shop drawing sheet.
- (2) Check shop drawings and submit electronically to the department for review before beginning fabrication. For primary fabrication items, also certify that shop drawings conform to quality control standards by submitting department form DT2333. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings.
- (3) Shop drawings are part of the contract. The department must approve differences between shop drawings and contract plans. The contractor bears the costs of department-approved substitutions. Do not deviate from or revise drawings without notifying the department and resubmitting revised drawings.
- (4) Ensure that the fabricator delivers 3 sets of shop drawings for railroad structures to the railroad company upon contract completion.

Bid Items Added

Add the following new bid item effective with the January 2015 letting:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.4000	HMA Cold Weather Paving	TON

Errata

Make the following corrections to the standard specifications:

501.3.2.4.4 Water Reducer

Correct errata by deleting the reference to footnote 6 for grade D concrete.

- (1) Add a water reducing admixture conforming to 501.2.3. Determine the specific type and rate of use based on the atmospheric conditions, the desired properties of the finished concrete and the manufacturer's recommended rate of use. The actual rate of use shall at least equal the manufacturer's recommended rate, and both the type and rate used require the engineer's approval before use.
-

506.5 Payment

Correct errata by changing the reference to 506.3.22.

- (9) The department will limit costs for inspections conducted under 506.3.22 to \$0.05 per pound of material and deduct costs in excess of that amount from payment due the contractor. The department will determine costs for in-house inspections based on hourly rates for department staff plus overhead and use invoiced costs for contracted-out inspections. The department will administer deductions for the contractor's share of the total inspection cost under the Excess Costs For Fabrication Shop Inspection administrative item.

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

ADDITIONAL SPECIAL PROVISION 9 Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

Use the following link prior to June 19, 2015:

<http://www.dot.wi.gov/business/civilrights/laborwages/index.htm>

Use the following link beginning June 19, 2015:

<http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

(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:

Use the following link prior to June 19, 2015:

<http://www.dot.wi.gov/business/civilrights/laborwages/docs/crc-payroll-manual.pdf>

Use the following link beginning June 19, 2015:

<http://wisconsin.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective June 2015 letting

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.

Use the following link prior to June 19, 2015:

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

Use the following link beginning June 19, 2015:

<http://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

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:

Use the following link prior to June 19, 2015:

<http://roadwaystandards.dot.wi.gov/standards/forms/ws4567.doc>

Use the following link beginning June 19, 2015:

<http://wisconsindot.gov/rdwy/worksheets/ws4567.doc>

Effective with September 2004 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION
FOR ALL STATE HIGHWAY PROJECTS
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, 2015

CLASSIFICATION: Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

OVERTIME: Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

FUTURE INCREASE: If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

PREMIUM PAY: If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

SUBJOURNEY: Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	30.85	17.61	48.46
Carpenter	32.72	16.00	48.72
Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. 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.			
Cement Finisher	33.86	17.96	51.82
Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	29.00	16.97	45.97
Future Increase(s): Add \$.75/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Fence Erector	23.73	19.09	42.82
Ironworker	29.27	23.97	53.24
Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Line Constructor (Electrical)	39.44	16.55	55.99
Painter	28.00	11.15	39.15
Pavement Marking Operator	23.37	23.30	46.67
Piledriver	33.24	16.00	49.24
Future Increase(s): Add \$1.44/hr on 6/1/2015; Add \$1.44/hr on 6/1/2016. 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.			

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Roofer or Waterproofer	19.00	7.55	26.55
Teledata Technician or Installer	22.25	16.34	38.59
Tuckpointer, Caulker or Cleaner	30.85	17.61	48.46
Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	14.98	46.58
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	12.83	38.51
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.63	33.38

TRUCK DRIVERS

Single Axle or Two Axle	25.18	18.31	43.49
Future Increase(s): Add \$1.15/hr on 6/1/2015.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Three or More Axle	25.28	18.31	43.59
Future Increase(s): Add \$1.15/hr on 6/1/2015.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Articulated, Euclid, Dumptor, Off Road Material Hauler	25.28	18.31	43.59
Future Increase(s): Add \$1.15/hr on 6/1/2015.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Pavement Marking Vehicle	33.22	14.12	47.34
Shadow or Pilot Vehicle	24.37	17.77	42.14
Truck Mechanic	24.52	17.77	42.29

LABORERS

General Laborer	30.13	15.14	45.27
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
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	28.80	0.00	28.80
Landscaper	30.13	15.14	45.27
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/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).			

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Flagperson or Traffic Control Person	26.76	15.14	41.90
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/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)	18.00	1.86	19.86
Railroad Track Laborer	17.00	2.85	19.85

HEAVY EQUIPMENT OPERATORS

Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type).	37.72	21.15	58.87
Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.			
See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.	37.22	21.15	58.37
Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.			
See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor);	36.72	21.15	57.87

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.72	21.15	57.87
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.17	21.15	57.32
Fiber Optic Cable Equipment.	28.89	17.95	46.84

SUPERSEDES DECISION W120120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: W1150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: April 10, 2015

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits			Basic Hourly Rates	Fringe Benefits
				<u>Truck Drivers:</u>			
Group 1:	General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler	\$30.13	15.04	1 & 2 Axles	25.18	18.31	
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);	30.23	15.04	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic	25.38	18.31	
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man	30.28	15.04				
Group 4:	Line and Grade Specialist	30.48	15.04				
Group 5:	Blaster and Powderman	30.33	15.04				
Group 6:	Flagperson; Traffic Control	26.76	15.04				

CLASSES OF LABORER AND MECHANICS

Bricklayer	26.78	12.75
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	28.73	23.47
Cement Mason/Concrete Finisher	32.65	17.44
Electrician		See Page 3
Line Construction		
Lineman	40.81	32% + 5.00
Heavy Equipment Operator	38.77	32% + 5.00
Equipment Operator	32.65	32% + 5.00
Heavy Groundman Driver	26.78	14.11
Light Groundman Driver	24.86	13.45
Groundsman	22.45	32% + 5.00
Painters	22.82	11.52
Well Drilling:		
Well Driller	16.52	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 2, 2015; Modification #1 dated January 16, 2015; Modification #2 dated March 20, 2015; Modification #3 dated April 10, 2015.

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

DATE: April 10, 2015

<u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>	<u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>
Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer	\$37.72	\$20.93	(scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches and A-frames; post driver; material hoist operator.	\$36.72	\$20.93
Group 2: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or less or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer.	\$37.22	\$20.93	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner.	\$36.46	\$20.93
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper.	\$36.17	\$20.93
			Group 6: Off - road material hauler with or without ejector.....	\$30.27	\$20.93
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

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

STATE: Wisconsin

GENERAL DECISION NUMBER: WI150010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: April 10, 2015

LABORERS CLASSIFICATION:

Rates

Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Electricians				
Area 1	\$29.00	26.5%+ 9.15		
Area 2:				
Electricians.....	30.59	18.43	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000	26.24	16.85		
Electrical contracts over \$130,000	29.41	16.97		
Area 4:	29.32	28.50% + 9.27		
Area 5	28.96	24.85% + 9.70		
Area 6	35.25	19.30	Area 6 -	KENOSHA COUNTY
Area 8				
Electricians.....	31.30	24.93% + 10.40	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 9:				
Electricians.....	34.82	19.575		
Area 10	29.64	20.54	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 11	32.54	24.07		
Area 12	32.87	19.23	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 13	33.93	22.67		
Teledata System Installer				
Area 14			Area 11 -	DOUGLAS COUNTY
Installer/Technician	22.50	12.72		
Sound & Communications			Area 12 -	RACINE (except Burlington township) COUNTY
Area 15				
Installer	16.47	14.84	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Technician	25.63	17.21	Area 14 -	Statewide.
Area 1 -			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.				
Area 2 -				
ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES				
Area 3 -				
FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)				

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150714017PROJECT(S):
1517-07-79FEDERAL ID(S):
WISC 2015426

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
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SECTION 0001 Contract Items

0010	108.4400 CPM Progress Schedule	15.000 EACH	.	.
0020	201.0105 Clearing **P**	2.000 STA	.	.
0030	201.0205 Grubbing **P**	2.000 STA	.	.
0040	203.0200 Removing Old Structure (station) 001. B-70-78 Sta. 142eb+35	LUMP	LUMP	.
0050	203.0200 Removing Old Structure (station) 002. B-70-79 Sta. 131eb+93	LUMP	LUMP	.
0060	203.0225.S Debris Containment (structure) 01. B-70-400	LUMP	LUMP	.
0070	203.0225.S Debris Containment (structure) 02. B-70-78	LUMP	LUMP	.
0080	204.0100 Removing Pavement **P**	15,605.000 SY	.	.
0090	204.0150 Removing Curb & Gutter **P**	1,208.000 LF	.	.
0100	204.0157 Removing Concrete Barrier **P**	2,230.000 LF	.	.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150714017PROJECT(S):
1517-07-79FEDERAL ID(S):
WISC 2015426

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	204.0180 Removing Delineators and Markers	50.000 EACH	.		.	
0120	204.0190 Removing Surface Drains	1.000 EACH	.		.	
0130	204.0220 Removing Inlets	7.000 EACH	.		.	
0140	204.0245 Removing Storm Sewer (size) 01. 12-Inch to 24-Inch **P**	537.000 LF	.		.	
0150	205.0100 Excavation Common	74,518.000 CY	.		.	
0160	206.1000 Excavation for Structures Bridges (structure) 01. B-70-400	LUMP	LUMP		.	
0170	208.0100 Borrow	3,227.000 CY	.		.	
0180	209.0300.S Backfill Coarse Aggregate (size) 01. No. 1	7.590 CY	.		.	
0190	210.0100 Backfill Structure ** P **	348.000 CY	.		.	
0200	213.0100 Finishing Roadway (project) 01. 1517-07-79	1.000 EACH	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150714017PROJECT(S):
1517-07-79FEDERAL ID(S):
WISC 2015426

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0210	305.0110 Base Aggregate Dense 3/4-Inch	6,153.000 TON	.		.	
0220	305.0120 Base Aggregate Dense 1 1/4-Inch	32,604.000 TON	.		.	
0230	311.0110 Breaker Run	47,534.000 TON	.		.	
0240	320.0135 Concrete Base 7-Inch ***	83.000 SY	.		.	
0250	320.0145 Concrete Base 8-Inch ***	495.000 SY	.		.	
0260	320.0155 Concrete Base 9-Inch ***	163.000 SY	.		.	
0270	320.0345 Concrete Base HES 8-Inch	720.000 SY	.		.	
0280	415.0410 Concrete Pavement Approach Slab	149.000 SY	.		.	
0290	415.1090 Concrete Pavement HES 9-Inch	575.000 SY	.		.	
0300	415.1410 Concrete Pavement Approach Slab HES	216.000 SY	.		.	
0310	416.1010 Concrete Surface Drains	1.000 CY	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150714017PROJECT(S):
1517-07-79FEDERAL ID(S):
WISC 2015426

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0320	440.4410.S Incentive IRI Ride	8,020.000 DOL	1.00000		8020.00	
0330	440.5020 Incentive IRI Ride Bridge	6,000.000 DOL	1.00000		6000.00	
0340	455.0105 Asphaltic Material PG58-28	185.000 TON	.		.	
0350	455.0605 Tack Coat	1,312.000 GAL	.		.	
0360	460.1100 HMA Pavement Type E-0.3	3,360.000 TON	.		.	
0370	460.2000 Incentive Density HMA Pavement	2,280.000 DOL	1.00000		2280.00	
0380	460.4000 HMA Cold Weather Paving	72.000 TON	.		.	
0390	465.0125 Asphaltic Surface Temporary	4,095.000 TON	.		.	
0400	465.0315 Asphaltic Flumes **P**	52.000 SY	.		.	
0410	501.1000.S Ice Hot Weather Concreting	15,880.000 LB	.		.	
0420	502.3100 Expansion Device (structure) 01. B-70-400 ** P **	LUMP	LUMP		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150714017PROJECT(S):
1517-07-79FEDERAL ID(S):
WISC 2015426

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0430	502.3200 Protective Surface Treatment ** P **	6,475.000 SY	.	.
0440	503.0146 Prestressed Girder Type I 45W-Inch ** P **	2,175.000 LF	.	.
0450	503.0172 Prestressed Girder Type I 72W-Inch ** P **	4,991.000 LF	.	.
0460	505.0405 Bar Steel Reinforcement HS Bridges	95,120.000 LB	.	.
0470	505.0605 Bar Steel Reinforcement HS Coated Bridges	827,070.000 LB	.	.
0480	505.0800.S Bar Steel Reinforcement HS Stainless Structures	1,840.000 LB	.	.
0490	506.2605 Bearing Pads Elastomeric Non-Laminated ** P **	70.000 EACH	.	.
0500	506.2610 Bearing Pads Elastomeric Laminated ** P **	42.000 EACH	.	.
0510	506.4000 Steel Diaphragms (structure) 01. B-70-400 ** P **	96.000 EACH	.	.
0520	511.1200 Temporary Shoring (structure) 01. B-70-400	3,530.000 SF	.	.
0530	511.1200 Temporary Shoring (structure) 02. S-70-201	360.000 SF	.	.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150714017PROJECT(S):
1517-07-79FEDERAL ID(S):
WISC 2015426

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
0540	511.2200 Temporary Shoring Left in Place (structure) 01. B-70-400	11,375.000 SF	.	.
0550	514.0450 Floor Drains Type WF	15.000 EACH	.	.
0560	516.0500 Rubberized Membrane Waterproofing ** P **	31.000 SY	.	.
0570	517.1010.S Concrete Staining (structure) 01. B-70-400 ** P **	45,735.000 SF	.	.
0580	517.1050.S Architectural Surface Treatment (structure) 01. B-70-400 ** P **	5,995.000 SF	.	.
0590	520.8000 Concrete Collars for Pipe	10.000 EACH	.	.
0600	521.2005.S Surface Drain Pipe Corrugated Metal Slotted (inch) 01. 15-Inch	527.000 LF	.	.
0610	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	157.000 LF	.	.
0620	522.0318 Culvert Pipe Reinforced Concrete Class IV 18-Inch	57.000 LF	.	.
0630	522.0324 Culvert Pipe Reinforced Concrete Class IV 24-Inch	21.000 LF	.	.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20150714017PROJECT(S):
1517-07-79FEDERAL ID(S):
WISC 2015426

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0640	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	2.000 EACH	.		.	
0650	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	3.000 EACH	.		.	
0660	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	5.000 EACH	.		.	
0670	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	8.000 EACH	.		.	
0680	524.0124 Culvert Pipe Salvaged 24-Inch	142.000 LF	.		.	
0690	524.0624 Apron Endwalls for Culvert Pipe Salvaged 24-Inch	1.000 EACH	.		.	
0700	550.0020 Pre-Boring Rock or Consolidated Materials	248.000 LF	.		.	
0710	550.0500 Pile Points	251.000 EACH	.		.	
0720	550.1120 Piling Steel HP 12-Inch X 53 Lb	560.000 LF	.		.	
0730	550.1140 Piling Steel HP 14-Inch X 73 Lb	4,270.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0740	601.0105 Concrete Curb Type A ** P **	27.000 LF	.		.	
0750	601.0501 Concrete Curb & Gutter Integral 4-Inch Sloped 36-Inch ** P **	2,533.000 LF	.		.	
0760	601.0511 Concrete Curb & Gutter Integral 6-Inch Sloped 36-Inch ** P **	553.000 LF	.		.	
0770	601.0553 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type D ** P **	772.000 LF	.		.	
0780	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D ** P **	1,066.000 LF	.		.	
0790	603.1142 Concrete Barrier Type S42 ** P **	388.000 LF	.		.	
0800	603.3559 Concrete Barrier Transition Type S42 to S56	1.000 EACH	.		.	
0810	603.8000 Concrete Barrier Temporary Precast Delivered	20,805.000 LF	.		.	
0820	603.8125 Concrete Barrier Temporary Precast Installed	25,411.000 LF	.		.	
0830	604.0600 Slope Paving Select Crushed Material ** P **	750.000 SY	.		.	
0840	606.0200 Riprap Medium	36.000 CY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0850	606.0300 Riprap Heavy	6.000				
		CY	.		.	
0860	608.0312 Storm Sewer Pipe Reinforced Concrete	329.000				
	Class III 12-Inch	LF	.		.	
0870	608.0315 Storm Sewer Pipe Reinforced Concrete	602.000				
	Class III 15-Inch	LF	.		.	
0880	608.0318 Storm Sewer Pipe Reinforced Concrete	472.000				
	Class III 18-Inch	LF	.		.	
0890	608.0324 Storm Sewer Pipe Reinforced Concrete	1,059.000				
	Class III 24-Inch	LF	.		.	
0900	608.0412 Storm Sewer Pipe Reinforced Concrete	190.000				
	Class IV 12-Inch	LF	.		.	
0910	608.0415 Storm Sewer Pipe Reinforced Concrete	186.000				
	Class IV 15-Inch	LF	.		.	
0920	611.0535 Manhole Covers Type J-Special	3.000				
		EACH	.		.	
0930	611.0610 Inlet Covers Type BW	1.000				
		EACH	.		.	
0940	611.0615 Inlet Covers Type F	9.000				
		EACH	.		.	
0950	611.0624 Inlet Covers Type H	1.000				
		EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0960	611.0627 Inlet Covers Type HM	2.000 EACH	.		.	
0970	611.0642 Inlet Covers Type MS	12.000 EACH	.		.	
0980	611.0654 Inlet Covers Type V	6.000 EACH	.		.	
0990	611.2004 Manholes 4-FT Diameter	5.000 EACH	.		.	
1000	611.2005 Manholes 5-FT Diameter	4.000 EACH	.		.	
1010	611.3004 Inlets 4-FT Diameter	6.000 EACH	.		.	
1020	611.3220 Inlets 2x2-FT	5.000 EACH	.		.	
1030	611.3253 Inlets 2.5x3-FT	6.000 EACH	.		.	
1040	611.3901 Inlets Median 1 Grate	2.000 EACH	.		.	
1050	611.3902 Inlets Median 2 Grate	6.000 EACH	.		.	
1060	611.8115 Adjusting Inlet Covers	11.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1070	612.0406 Pipe Underdrain Wrapped 6-Inch	650.000 LF	.		.	
1080	612.0806 Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	3.000 EACH	.		.	
1090	614.0150 Anchor Assemblies for Steel Plate Beam Guard	2.000 EACH	.		.	
1100	614.0905 Crash Cushions Temporary	9.000 EACH	.		.	
1110	614.0920 Salvaged Rail	2,397.000 LF	.		.	
1120	614.0925 Salvaged Guardrail End Treatments	6.000 EACH	.		.	
1130	614.0930 Salvaged Crash Cushions	1.000 EACH	.		.	
1140	614.2300 MGS Guardrail 3	3,015.000 LF	.		.	
1150	614.2500 MGS Thrie Beam Transition	174.000 LF	.		.	
1160	614.2610 MGS Guardrail Terminal EAT	8.000 EACH	.		.	
1170	614.2620 MGS Guardrail Terminal Type 2	8.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1180	616.0700.S Fence Safety	5,000.000				
	LF		.		.	
1190	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1517-07-79	1.000				
	EACH		.		.	
1200	619.1000 Mobilization	1.000				
	EACH		.		.	
1210	625.0500 Salvaged Topsoil	42,590.000				
	SY		.		.	
1220	627.0200 Mulching	34,532.000				
	SY		.		.	
1230	628.1104 Erosion Bales	688.000				
	EACH		.		.	
1240	628.1504 Silt Fence	4,155.000				
	LF		.		.	
1250	628.1520 Silt Fence Maintenance	4,155.000				
	LF		.		.	
1260	628.1905 Mobilizations Erosion Control	5.000				
	EACH		.		.	
1270	628.1910 Mobilizations Emergency Erosion Control	10.000				
	EACH		.		.	
1280	628.2004 Erosion Mat Class I Type B	10,363.000				
	SY		.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1290	628.7005 Inlet Protection Type A	41.000 EACH	.		.	
1300	628.7010 Inlet Protection Type B	31.000 EACH	.		.	
1310	628.7015 Inlet Protection Type C	2.000 EACH	.		.	
1320	628.7020 Inlet Protection Type D	8.000 EACH	.		.	
1330	628.7504 Temporary Ditch Checks	641.000 LF	.		.	
1340	628.7560 Tracking Pads	18.000 EACH	.		.	
1350	628.7560.S Stone or Rock Ditch Checks	15.000 CY	.		.	
1360	628.7570 Rock Bags	19.000 EACH	.		.	
1370	629.0210 Fertilizer Type B	34.000 CWT	.		.	
1380	630.0120 Seeding Mixture No. 20	1,449.000 LB	.		.	
1390	630.0200 Seeding Temporary	1,449.000 LB	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1400	633.1100 Delineators Temporary	20.000 EACH	.		.	
1410	633.5200 Markers Culvert End	18.000 EACH	.		.	
1420	635.0200 Sign Supports Structural Steel HS	959.000 LB	.		.	
1430	636.0100 Sign Supports Concrete Masonry ** P **	97.000 CY	.		.	
1440	636.0100 Sign Supports Concrete Masonry **P**	1.600 CY	.		.	
1450	636.0500 Sign Supports Steel Reinforcement	98.000 LB	.		.	
1460	636.1000 Sign Supports Steel Reinforcement HS	1,360.000 LB	.		.	
1470	636.1500 Sign Supports Steel Coated Reinforcement HS	5,960.000 LB	.		.	
1480	637.1220 Signs Type I Reflective SH	140.000 SF	.		.	
1490	638.3210 Revising Signs Type I	1.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
1500	641.0600 Sign Bridge Single Pole Sign Support Two Signs (structure) 001. Sign Bridge Single Post Sign Support Two Signs S-70-250	LUMP	LUMP	.
1510	641.6600 Sign Bridge (structure) 001. S-70-200	LUMP	LUMP	.
1520	641.6600 Sign Bridge (structure) 002. Sign Bridge S-70-201	LUMP	LUMP	.
1530	641.6600 Sign Bridge (structure) 003. S-70-252	LUMP	LUMP	.
1540	643.0200 Traffic Control Surveillance and Maintenance (project) 01. 1517-07-79	456.000 DAY	.	.
1550	643.0300 Traffic Control Drums	185,898.000 DAY	.	.
1560	643.0420 Traffic Control Barricades Type III	6,785.000 DAY	.	.
1570	643.0453 Traffic Control Barricades Permanent Type III	11.000 EACH	.	.
1580	643.0705 Traffic Control Warning Lights Type A	13,570.000 DAY	.	.
1590	643.0715 Traffic Control Warning Lights Type C	49,892.000 DAY	.	.

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1600	643.0800 Traffic Control Arrow Boards	1,158.000 DAY	.		.	
1610	643.0900 Traffic Control Signs	53,180.000 DAY	.		.	
1620	643.0910 Traffic Control Covering Signs Type I	7.000 EACH	.		.	
1630	643.0920 Traffic Control Covering Signs Type II	30.000 EACH	.		.	
1640	643.1000 Traffic Control Signs Fixed Message	72.000 SF	.		.	
1650	643.1050 Traffic Control Signs PCMS	1,608.000 DAY	.		.	
1660	643.1055.S Truck or Trailer Mounted Attenuator	25.000 DAY	.		.	
1670	643.2000 Traffic Control Detour (project) 01. 1517-07-79	1.000 EACH	.		.	
1680	643.3000 Traffic Control Detour Signs	3,462.000 DAY	.		.	
1690	645.0120 Geotextile Fabric Type HR ** P **	123.000 SY	.		.	
1700	646.0106 Pavement Marking Epoxy 4-Inch	101,922.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1710	646.0126 Pavement Marking Epoxy 8-Inch	7,207.000 LF	.		.	
1720	646.0843.S Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch	168.000 LF	.		.	
1730	649.0100 Temporary Pavement Marking 4-Inch	3,558.000 LF	.		.	
1740	649.0701 Temporary Pavement Marking 8-Inch	457.000 LF	.		.	
1750	649.2100 Temporary Raised Pavement Markers	629.000 EACH	.		.	
1760	652.0125 Conduit Rigid Metallic 2-Inch ** P **	150.000 LF	.		.	
1770	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch ** P **	6,231.000 LF	.		.	
1780	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch ** P **	1,022.000 LF	.		.	
1790	653.0140 Pull Boxes Steel 24x42-Inch	18.000 EACH	.		.	
1800	653.0220 Junction Boxes 18x6x6-Inch	9.000 EACH	.		.	
1810	653.0222 Junction Boxes 18x12x6-Inch	5.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1820	654.0107 Concrete Bases Type 7	12.000 EACH	.		.	
1830	654.0230 Concrete Control Cabinet Bases Type L30	1.000 EACH	.		.	
1840	655.0610 Electrical Wire Lighting 12 AWG ** P **	715.000 LF	.		.	
1850	655.0620 Electrical Wire Lighting 8 AWG ** P **	3,893.000 LF	.		.	
1860	655.0625 Electrical Wire Lighting 6 AWG ** P **	15,572.000 LF	.		.	
1870	656.0400 Electrical Service Main Lugs Only Meter Pedestal (location) 01. Cb-200	LUMP	LUMP		.	
1880	657.0210 Transformer Bases Breakaway 15-17 Inch Bolt Circle	13.000 EACH	.		.	
1890	657.0337 Poles Type 17-Aluminum	13.000 EACH	.		.	
1900	657.0730 Luminaire Arms Truss Type 6-Inch Clamp 12-FT	13.000 EACH	.		.	
1910	657.6005.S Anchor Assemblies Light Poles on Structures	5.000 EACH	.		.	
1920	659.0802 Plaques Sequence Identification	13.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1930	659.1125 Luminaires Utility LED C	13.000 EACH	.		.	
1940	690.0150 Sawing Asphalt	747.000 LF	.		.	
1950	690.0250 Sawing Concrete	2,044.000 LF	.		.	
1960	715.0415 Incentive Strength Concrete Pavement	4,897.000 DOL	1.00000		4897.00	
1970	715.0502 Incentive Strength Concrete Structures	25,326.000 DOL	1.00000		25326.00	
1980	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,100.000 HRS	5.00000		10500.00	
1990	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	5,760.000 HRS	5.00000		28800.00	
2000	SPV.0035 Special 001. Abandoning Storm Sewer	6.000 CY	.		.	
2010	SPV.0035 Special 700. Modified High Performance Concrete (HPC) Masonry Bridges ** P **	4,221.000 CY	.		.	
2020	SPV.0045 Special 001. PCMS Remote Communications	1,368.000 DAY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2030	SPV.0060 Special 001. Securing Structure Covers	1.000 EACH	.		.	
2040	SPV.0060 Special 002. Crash Cushions Temporary Left In Place	7.000 EACH	.		.	
2050	SPV.0060 Special 003. Temporary Thrie Beam Connection Left In Place	2.000 EACH	.		.	
2060	SPV.0060 Special 004. Traffic Control Signs Left In Place	108.000 EACH	.		.	
2070	SPV.0060 Special 005. Traffic Control Drums Left In Place	310.000 EACH	.		.	
2080	SPV.0060 Special 006. Traffic Control Warning Lights Type A Left In Place	23.000 EACH	.		.	
2090	SPV.0060 Special 007. Traffic Control Warning Lights Type C Left In Place	99.000 EACH	.		.	
2100	SPV.0060 Special 008. Traffic Control Arrow Boards Left In Place	2.000 EACH	.		.	
2110	SPV.0060 Special 009. Maintain Traffic Control Signs Left In Place	4.000 EACH	.		.	
2120	SPV.0060 Special 010. Maintain Traffic Control Drums Left In Place	17.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2130	SPV.0060 Special 011. Maintain Traffic Control Warning Lights Type C Left In Place	9.000 EACH	.		.	
2140	SPV.0060 Special 012. Maintenance And Removal Of Crash Cushions Temp Left In Place By Others	3.000 EACH	.		.	
2150	SPV.0060 Special 014. Cover Plate Left In Place	6.000 EACH	.		.	
2160	SPV.0060 Special 015. Storm Sewer Plug	4.000 EACH	.		.	
2170	SPV.0060 Special 016. Traffic Control Close-Open Freeway Ramp	22.000 EACH	.		.	
2180	SPV.0060 Special 017. Repositioning Traffic Control Devices for Mainline Closures	120.000 EACH	.		.	
2190	SPV.0060 Special 350. Anchor Bolt Cover Shroud	8.000 EACH	.		.	
2200	SPV.0060 Special 351. Concrete Bases Type 7 On Steep Slopes	4.000 EACH	.		.	
2210	SPV.0060 Special 352. Lighting Control Cabinet - Freeway	1.000 EACH	.		.	
2220	SPV.0075 Special 001. Street Sweeping	300.000 HRS	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2230	SPV.0090 Special 001. Concrete Barrier Temporary Precast Left In Place	16,107.000 LF	.		.	
2240	SPV.0090 Special 002. Maintain Concrete Barrier Temporary Precast Left In Place	4,225.000 LF	.		.	
2250	SPV.0090 Special 003. Conc. Curb & Gutter & Barrier Cold Weather Covering, Plastic 1-Layer	335.000 LF	.		.	
2260	SPV.0090 Special 004. Conc Curb & Gutter & Barrier Cold Weather Covering, Plastic 2-Layer	335.000 LF	.		.	
2270	SPV.0090 Special 005. Conc Curb & Gutter & Barrier Cold Weather Cover, Plas/Hay/Plas Or Blankets	335.000 LF	.		.	
2280	SPV.0090 Special 006. Concrete Barrier Temporary Precast Anchoring	2,112.000 LF	.		.	
2290	SPV.0090 Special 007. Removing Pavement Marking Water Blasting	41,273.000 LF	.		.	
2300	SPV.0090 Special 700. Downspout Rtrp 8-Inch	570.000 LF	.		.	
2310	SPV.0105 Special 001. Survey Project 1517-07-79	LUMP	LUMP		.	

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2320	SPV.0105 Special 002. Concrete Pavement Joint Layout	LUMP	LUMP	.
2330	SPV.0105 Special 703. Temporary Joints with Cold Mix Fill	LUMP	LUMP	.
2340	SPV.0120 Special 001. Water For Seeded Areas	954.000 MGAL	.	.
2350	SPV.0165 Special 704. Longitudinal Grooving Bridge Deck **P**	53,530.000 SF	.	.
2360	SPV.0180 Special 001. Concrete Pavement Cold Weather Covering, Plastic 1 Layer	1,020.000 SY	.	.
2370	SPV.0180 Special 002. Concrete Pavement, Cold Weather Covering, Plastic 2 Layers	1,020.000 SY	.	.
2380	SPV.0180 Special 003. Conc Pavement Cold Weather Covering Plastic/Hay/Plastic Or Blankets	1,020.000 SY	.	.
2390	SPV.0180 Special 004. Modified High Performance Concrete (HPC) Pavement 9-Inch	5,005.000 SY	.	.
2400	SPV.0180 Special 005. Modified High Performance Concrete (HPC) Pavement 10-Inch	10,047.000 SY	.	.

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			DOLLARS	CTS	DOLLARS	CTS
2410	SPV.0180 Special 006. Modified High Performance Concrete (HPC) Pavement 11-Inch	1,120.000 SY	.		.	
2420	SPV.0180 Special 007. Modified High Performance Concrete (HPC) Pavement 10-Inch HES	1,547.000 SY	.		.	
2430	SPV.0195 Special 001. Cold Patch	40.000 TON	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE