HIGHWAY WORK PROPOSAL

Proposal Number:

Ø7

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

PROJECT DESCRIPTION COUNTY STATE PROJECT ID FEDERAL PROJECT ID **HIGHWAY** Milwaukee 1060-28-70 WISC 2017 317 Marquette Interchange IH 43/IH 94/IH Bridges - IH 43/IH 94/IH 794 794 WISC 2017 319 Valley Bridge, IH43/IH94. IH 43/IH 94 Milwaukee 1228-21-71 Virginia St. - 1500 Ft N (Menomonee Rvr)

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, \$ 550,000.00	Attach Proposal Guaranty on back of this PAGE.
Payable to: Wisconsin Department of Transportation	
Bid Submittal Due	Firm Name, Address, City, State, Zip Code
Date: June 13, 2017	CAMPLE
Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time	_
'	NOT FOR BIDDING PURPOSES
September 15, 2018	
Assigned Disadvantaged Business Enterprise Goal	This contract is exempt from federal oversight.
103	∕o I

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.

Notary Spal			
(Date Commission Expires)	For Department Use Only	(Bidder Title)	
(Print or Type Name, Notary Public, State Wiscons	sin)	(Print or Type Bidder Name)	
(Signature, Notary Public, State of Wisconsin)		(Bidder Signature)	
Subscribed and sworn to before me this date			
Do not sign, notarize, or submit this Highway Wo	ork Proposal when submitting a	n electronic bid on the Internet.	
taken any action in restraint of free competitive bidding in c	onnection with this proposal bid.		

Type of Work Notary Seal

PPC overlays on B-40-1111-1, B-40-1111-2, B-40-1121, B-40-1122, B-40-1123-1, B-40-1123-2, B-40-1131, B-40-1132, B-40-1211-1, B-40-1211-2, B-40-1221-1, B-40-1221-2, B-40-1221-2, B-40-1231-1, B-40-1231-2, B-40-1311-1, B-40-1311-2, B-40-1311-3, B-40-1311-3, B-40-1321, B-40-1322, B-40-1323, B-40-1411-1, B-40-1411-2, B-40-1411-3, B-40-1411-4, B-40-1421-1, B-40-1421-2, B-40-1422-1, B-40-1422-2, and B-40-1423 along with spot painting of steel girders, light fixture cleaning, bulb replace, and conversion from HPS to LED through the Marquette Interrchange. Concrete overlays on B-40-285-27E-2, B-40-285-27F-2, B-40-285-27G, B-40-285-27H, B-40-285-27I, and B-40-285-27J on the Valley Bridge.

Notice of Award Dated Date Guaranty Returned

PLEASE ATTACH PROPOSAL GUARANTY HERE

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

 http://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.

Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

B Submitting Electronic Bids

B.1 On the Internet

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

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

Use Expedite TM software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express Meb 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 ExpediteTM 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 ExpediteTM generated schedule of items is not the same on each page.
 - 2. The check code printed on the printout of the ExpediteTM 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 Corpor	ate Seal)		
(Signature and Title)			
(Company Name)			
(Signature and Title)			
(Company Name)			
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FOR PRINCIPAL		NOTARY FOR SURETY	
(Date)		(Dat	te)
State of Wisconsin)	State of Wisconsin)
) ss. County)) ss. _County)
On the above date, this instrument named person(s).	was acknowledged before me by the	On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary Pu	ublic, State of Wisconsin)	(Signature, Notary Publ	ic, State of Wisconsin)
(Print or Type Name, Notary Public, State of Wisconsin)		(Print or Type Name, Notary	Public, State of Wisconsin)
(Date Comn	nission Expires)	(Date Commis	sion Expires)

Notary Seal Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

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

(Signature of Authorized Contractor Representative)

March 2010

LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1060-28-70, Marquette Interchange, Bridges – IH 43/IH 94/IH 794, IH 43/IH 94/IH 794, Milwaukee County, Wisconsin and Project 1228-21-71, Valley Bridge, IH43/IH94, Virginia St. – 1500 ft N (Menomonee Rvr), IH 43/IH 94, Milwaukee 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, 2017 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 (20161130)

2. Scope of Work.

The work under this contract shall consist of Polyester Polymer Concrete (PPC) overlay on structures B-40-1111-1, B-40-1111-2, B-40-1121, B-40-1122, B-40-1123-1, B-40-1123-2, B-40-1131, B-40-1132, B-40-1211-1, B-40-1211-2, B-40-1221-1, B-40-1221-2, B-40-1222, B-40-1231-1, B-40-1231-2, B-40-1311-1, B-40-1311-2, B-40-1311-3, B-40-1311-4, B-40-1321, B-40-1322, B-40-1323, B-40-1411-1, B-40-1411-2, B-40-1411-3, B-40-1411-4, B-40-1421-1, B-40-1421-2, B-40-1422-1, B-40-1422-2, and B-40-1423 along with spot painting of steel girders; concrete overlay on Structures B-40-0285-27E-2, B-40-0285-27F-2, B-40-0285-27G, B-40-0285-27H, B-40-0285-27I and B-40-0285-27J; light fixture cleaning, bulb replacement, and conversion from HPS to LED; freeway traffic management system (FTMS) maintenance; permanent pavement marking; and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment; work on Saturdays and Sundays; and work at night.

The completion of PPC overlay through the Marquette Interchange prior to suspension of operations in the fall of 2017 is based on the expedited work schedule and may require extraordinary forces and equipment.

Anticipate cold weather and early spring concrete masonry deck overlays. Cold weather protection for the overlays is to be in accordance with Section 502.3.9 of the Standard Specifications. Plan to heat aggregates and water for mixes and preheat concrete surfaces adjacent to the concrete overlay and deck preparation areas. Heating of aggregate, water, and surfaces adjacent to the concrete overlay and deck preparation areas are considered incidental to the bid item "Concrete Masonry Overlay Decks." There will be no adverse weather delay for cold weather construction.

Prior to beginning operations under this contract submit in writing a proposed schedule of operations and method of coordination and handling traffic to the engineer for approval.

The contractor's schedule of operations shall indicate working with adequate forces and equipment to assure that the work will be completed within the established contract time.

When the contractor's work schedule shows any permanent lane closure that is permitted by the engineer, indicate a continuous effort to complete the work in a timely manner.

Do not at any time conduct construction operations in the median area and adjacent outside area of the freeway at the same time without the permission of the engineer.

Do not begin or continue any work that closes the freeway or ramps outside the allowed time periods specified in this article or the article "Traffic."

Schedule of Operations

The schedule of operations shall conform to the construction staging as shown in the Traffic Control Overview plans, unless the engineer approves modifications to the schedule in writing. All stages are intended to be constructed in sequential order. IH 43 NB and SB construction for each stage may start and end at different times within in the liquidated damages constraints. The schedule of operations shall conform to the following construction staging as described herein:

Stage 1, 2017:

Place PPC overlays on the inside of units: B-40-1211-1, and B-40-1211-2. Place PPC overlays and pavement marking on units: B-40-1221-1, B-40-1221-2, B-40-1222, B-40-1311-1, B-40-1311-2, B-40-1311-3, B-40-1311-4, B-40-1322, B-40-

- 1323, B-40-1411-1, B-40-1411-2, B-40-1411-3, B-40-1411-4, B-40-1421-1, and B-40-1421-2.
- Install light fixture cleaning and bulb replacement on IH 43 SB to IH 94 WB system ramp. Install conversion from HPS to LED on IH 94 EB to IH 794 EB, IH 94 EB to James Lovell Street/St. Paul Avenue service ramp, IH 794 WB to IH 94 WB, Clybourn Street to IH 94 WB service ramp, 2nd Street to IH 43 NB service ramp, IH 43 SB to IH 794 EB system ramp, 11th Street/Tory Hill Avenue to IH 94 WB service ramp, and the IH 94 EB to IH 43 NB system ramp.
- Paint field splices on units: B-40-1111-1, B-40-1111-2, B-40-1123-1, B-40-1123-2, B-40-1132, B-40-1211-1, B-40-1211-2, B-40-1221-1, B-40-1222, B-40-1231-1, B-40-1231-2, B-40-1321, B-40-1421-1, B-40-1421-2, B-40-1422-1, and B-40-1422-2.
- Stage 1 work not completed in 2017 may continue in 2018 if approved by the engineer.

Stage 2A, 2018:

- On IH 43 NB connecting EB ramps place PPC overlays on units: B-40-1121, B-40-1122, and B-40-1131. On IH 43 NB place concrete overlay on the outside of units: B-40-0285-27E-2, and B-40-0285-27G.
- Install light fixture conversion from HPS to LED on IH 794 WB to IH 94 WB, the IH 43 SB to Plankinton Avenue service ramp, the IH 43 SB to IH 794 EB system ramp, the IH 794 WB to IH 43 SB system ramp, and the Wisconsin Avenue to IH 43 SB service ramp.
- Paint field splices on units: B-40-1123-1, B-40-1123-2, B-40-1421-2, and B-40-1422-1.

Stage 2A is separated in to two sub-stages for IH 43 SB/IH 94 EB. Stage 2A-1, 2018:

- Place PPC overlays on units: B-40-1422-1, B-40-1422-2, and B-40-1423. Place concrete overlay on the inside of units: B-40-0285-27F-2 and B-40-0285-H.
- Paint field splices on units: B-40-1123-1 and B-40-1422-1.

Stage 2A-2, 2018:

- Place PPC overlay on the outside of units: B-40-1211-1, and B-40-1211-2. Place PPC overlays on units: B-40-1231-1 and B-40-1231-2. Place concrete overlay on the outside of units: B-40-0285-27F-2, B-40-0285-27H, and B-40-0285-27J.
- Paint field splices on units: B-40-1123-1 and B-40-1422-1.

Stage 2B, 2018:

- Place PPC overlay on the outside of units: B-40-1111-1, and B-40-1111-2. Place PPC overlay on units: B-40-1123-1, B-40-1123-2, and B-40-1132. Place concrete overlay on the outside of units: B-40-0285-27G, B-40-0285-27H, B-40-0285-27I, and B-40-0285-27J.
- Install light fixture conversion from HPS to LED on the IH 94 EB to IH 43 SB system ramp, the IH 43 NB to IH 94 WB system ramp, and the IH 43 NB to Michigan Avenue service ramp.
- Paint field splices on units: B-40-1123-1, B-40-1123-2, B-40-1421-2, and B-40-1422-1.

Stage 3, 2018:

- Place PPC overlay on the inside of units: B-40-1111-1, and B-40-1111-2. Place PPC overlay on unit: B-40-1321. Place concrete overlay on the inside of units: B-40-0285-27E-2, B-40-0285-27G, B-40-0285-27H, B-40-0285-27I, and B-40-0285-27J.
- Install light fixture conversion from HPS to LED on IH 43 NB and IH 43 SB.
- Paint field splices on units: B-40-1123-1 and B-40-1422-1.
- Pavement marking on IH 43 NB and IH 43 SB and all connecting ramps.

Do not switch traffic over to the next construction stage until all signing, pavement marking, and traffic control devices for the stage are in place and operational, including the removal of all conflicting pavement markings and signs as shown in the traffic control plan and as directed by the engineer. Allowable exceptions to this specification are interchange areas where traffic control cannot be placed until the switch is made.

Temporary Drainage

Maintain drainage during the milling and PPC application process. Cost for maintaining drainage is considered incidental to construction.

Portable Changeable Message Signs

Obtain acceptance from the engineer regarding the wording of all messages on portable changeable message signs.

Freeway and Ramp Work Restrictions Definitions

The following definitions apply to this contract:

Stage 2A	Work on IH 43 NB and connecting ramps
Stage 2A-1	Work on IH 43 SB and connecting ramps
Stage 2A-2	Work on IH 43 SB and connecting ramps

System Ramps Freeway to freeway ramps

Service Ramps Freeway to/from local road ramps

Weekday Peak Hours

•	6:00 AM to 9:00 AM	Monday, Tuesday, Wednesday, Thursday, and Friday
•	3:00 PM to 6:00 PM	Monday, Tuesday, Wednesday, Thursday, and Friday

Weekday Midday Hours

• 10:00 AM to 2:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday

Weekday Off-Peak Hours

•	5:30 AM to 6:00 AM	Monday, Tuesday, Wednesday, Thursday, and Friday
•	9:00 AM to 10:00 AM	Monday, Tuesday, Wednesday, Thursday, and Friday
•	2:00 PM to 3:00 PM	Monday, Tuesday, Wednesday, Thursday, and Friday
•	6:00 PM to 9:00 PM	Monday, Tuesday, Wednesday, Thursday, and Friday

Weekend Midday Hours

• 9:00 AM – 2:00 PM Saturday and Sunday

Weekend Off-Peak Hours

•	8:00 AM to 9:00 AM	Saturday and Sunday
•	2:00 PM to 11:00 PM	Saturday and Sunday

Nighttime Hours

- 9:00 PM to 5:30 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)
- 11:00 PM 8:00 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)

Full Freeway Closure Hours

• 11:00 PM to 5:30 AM (Friday PM to Monday AM)

Do not close freeway lanes or shoulders and ensure that the freeways are entirely clear for traffic except as defined in the Traffic article and as shown in the traffic control plans. Provide a minimum of one lane in each direction of the freeway that is entirely clear for traffic during Nighttime Hours except as allowed during full closure.

Follow plan details for closures. Lane restrictions of the freeway beyond that shown on the traffic control plans are subject to lane rental assessments and must be approved by the engineer. If plan details are not provided in the traffic control plan, furnish plans for review by the engineer so that approval, or disapproval, is obtained at least three business days prior to the closure of roadway, lane, and ramp.

Do not at any time, conduct construction operations in the median area and adjacent outside shoulder area of the freeway at the same time without obtaining prior permission of the engineering, beyond that shown on the traffic control plans.

Closures

Do not close any additional movements during the IH 94 EB Weekend closures.

Do not perform work on Ramp WN or close Ramp NE while Ramp WP is closed.

Do not close Ramp EN or Michigan Avenue while work is being done on IH 94/794 WB.

Do not perform work on Ramp NW or close Ramp NE while work is being done on IH 43 SB.

Do not close Ramp WP while work is being done on Ramp WN.

Do not perform work on IH 43 SB or close Ramp NE while work is being done on Ramp NW.

Do not perform work on IH 43 SB or Ramp NW or close Ramp WP while Ramp NE is closed.

Do not perform work on IH 94 EB while Ramp EN or Michigan Avenue are closed.

Work Zone Ingress and Egress

Provide engineer approved signage and parallel deceleration and acceleration lanes for freeway access into and out of the work zones at locations approved by the engineer.

At the weekly traffic meetings, provide an Emergency Work Zone Access Plan and required updates, as approved by the engineer, to direct emergency responders accessing a mainline median barrier restricted work zone.

Locations of work zone egress or ingress for construction vehicles, other than as shown in the plans, is subject to approval from the engineer. Access into the work zones are not allowed directly from the freeway during peak hours. Access into the work zones from the freeway will be allowed during off-peak hours and nighttime hours, subject to approval by the engineer, if operations can be safely accomplished and do not result in non-construction traffic entering the work zones. Exiting work zones directly onto the freeway are only allowed when operations do not obstruct or slow traffic on the freeway. All construction vehicles shall yield to all through traffic at all locations.

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Interim and Final Completion of Work

Supplement standard spec 108.11 by adding the following:

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

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

Each day is defined as a twenty-four hour period beginning at 12:01 AM.

Interim Completion of Work (Stage 1 – IH 94 EB Weekend Closures)

If the contractor fails to complete the work and coordination measures necessary on IH 94 EB and/or the connecting ramps to restore traffic prior to 5:31 AM Monday immediately following a weekend closure, the department will assess the contractor \$20,000 in interim liquidated damages. If the contractor fails to complete the work necessary to restore traffic on IH 94 EB and/or the connecting ramps prior to 12:01 AM Tuesday immediately following a weekend closure, the department will assess \$25,000 in interim liquidated damages for each calendar day that IH 94 EB and/or the connecting ramps remain closed after 12:01 AM Tuesday immediately following a weekend closure. An entire calendar day will be charged for any period of time within a calendar day that IH 94 EB and/or the connecting ramps remain closed beyond 12:01 AM Tuesday immediately following a weekend closure. Interim liquidated damages for this will be assessed under administrative item Failing to Open Road to Traffic.

Interim Completion of Work (Stage 2A Ramp SE and Ramp SP – Monday, May 7, 2018)

Complete construction operations on Ramp SE and Ramp SP to the stage necessary to reopen it to through traffic prior to 12:01 AM, Monday, May 7, 2018. Do not reopen until completing the following work: PPC overlay, concrete overlay, lighting work, splice plate painting, and pavement marking.

If the contractor fails to complete the work necessary to reopen Ramp SE and Ramp SP to through traffic prior to 12:01 AM Monday, May 7, 2018, the department will assess the contractor \$20,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, Monday, May 7, 2018. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Interim Completion of Work (2A-1 and 2A-2 Ramp ES – Tuesday, May 22, 2018)

Complete construction operations on Ramp ES to the stage necessary to reopen it to through traffic prior to 12:01 AM, Tuesday, May 22, 2018. Do not reopen until completing the following work: PPC overlay, concrete overlay, lighting work, splice plate painting, and pavement marking.

If the contractor fails to complete the work necessary to reopen Ramp ES to through traffic prior to 12:01 AM Tuesday, May 22, 2018, the department will assess the contractor \$20,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, Tuesday, May 22, 2018. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Interim Completion of Work (Stage 2B Ramp SW – Wednesday, June 20, 2018)

Complete construction operations on Ramp SW to the stage necessary to reopen it to through traffic prior to 12:01 AM, Wednesday, June 20, 2018. Do not reopen until completing the following work: PPC overlay, concrete overlay, lighting work, splice plate painting, and pavement marking.

If the contractor fails to complete the work necessary to reopen Ramp SW to through traffic prior to 12:01 AM Wednesday, June 20, 2018, the department will assess the contractor \$20,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, Wednesday, June 20, 2018. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Interim Completion of Work (Stage 3 Ramp WS – Saturday, August 4, 2018)

Complete construction operations on Ramp WS and IH 43 SB to the stage necessary to reopen it to their original conditions prior to 12:01 AM, Saturday, August 4, 2018. Do not reopen until completing the following work: PPC overlay, concrete overlay, lighting work, splice plate painting, and pavement marking.

If the contractor fails to complete the work necessary to reopen Ramp WS to through traffic prior to 12:01 AM Saturday, August 4, 2018, the department will assess the contractor \$40,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, Saturday, August 4, 2018. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

4. Lane Rental Assessment

A General

The contract designates some lane closures to perform the work. The contractor will not incur a Lane Rental Fee Assessment for closing lanes during the allowable lane closure times. The contractor will incur a Lane Rental Fee Assessment for each lane closure outside of the allowable lane closure times. 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 Traffic article.

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule.

B Lane Rental Fee Assessment

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

- Weekday Peak Hours \$5,000 per lane, per direction of travel, per hour broken into 15 minute increments for the IH 94 EB to St. Paul Avenue/James Lovell Street service ramp, Clybourn Street service ramp to IH 94 WB, 11th Street/Tory Hill Avenue service ramp to IH 94 WB, 2nd Street service ramp to IH 43 NB, Ramp EN, Ramp NE, Ramp NW, and Ramp WN
- Weekday Peak Hours \$10,000 per lane, per direction of travel, per hour broken into 15 minute increments for the IH 43 SB, IH 94/794 EB, and IH 94/794 WB

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

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.

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. If interim completion time or contract time expires prior to the completion of specified work in the contract, additional liquidated damages will be assessed according to standard spec 108.11 or as specified within this contract. 108-070 (20161130)

5. Traffic

A General

Accomplish the construction sequence, including the associated traffic control as detailed in the Traffic Control Overview plans, and as described in this Traffic article. Unless detailed in the plans, do not begin or continue any work that closes traffic lanes or shoulders outside the allowed time periods specified in this article. Permanent signing to be installed with temporary lane closures if outside staged traffic areas.

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

Submit all traffic control change requests to the engineer at least three working days prior to an actual traffic control change. A request does not constitute approval.

Unless noted, all lane restrictions and closures listed in sections B and C below are to accommodate the PPC overlay and concrete overlay work.

B Lane Restrictions

Stage 1

Reduction of the IH 794 WB to IH 94 WB, IH 43 SB, IH 43 SB to IH 94 WB system ramp, the IH 94 EB to IH 43 NB system ramp, and Michigan Street eastbound to one lane during Nighttime Hours.

Reduction of the Clybourn Street service ramp to IH 94 WB, 2nd Street service ramp to IH 43 NB, 11th Street/Tory Hill Avenue service ramp to IH 94 WB, and the IH 94 EB to IH 43 NB system ramp to one lane during Weekday Midday Hours and Weekend Midday Hours to accommodate lighting work.

Shoulder closures on IH 94 EB to IH 43 NB and IH 43 SB to IH 794 EB during Nighttime Hours.

Shoulder closures on 2nd Street service ramp to IH 43 NB, IH 43 SB to IH 94 WB, IH 94 EB to IH 794 EB and IH 794 WB to IH 94 WB during Weekday Midday Hours and Weekend Midday Hours to accommodate lighting work.

Stage 2A

Reduction of IH 43/94 NB to two lanes of traffic as shown on the traffic control plans.

Reduction of IH 794 WB to IH 94 WB and IH 43/94 NB to Plankinton Ave service ramp to one lane during Weekday Midday Hours and Weekend Midday Hours to accommodate lighting work.

Stage 2A-1

Reduction of IH 43/94 SB to two lanes of traffic as shown on the traffic control plans.

Closure of the IH 43/94 SB to 9th Street service ramp right turn lane and the IH 43/94 SB to 6th Street/Mineral Street service ramp through/left turn lane.

Stage 2A-2

Reduction of IH 43/94 SB to two lanes of traffic as shown on the traffic control plans.

Closure of the IH 43/94 SB to 9th Street service ramp right turn lane and the IH 43/94 SB to 6th Street/Mineral Street service ramp through/left turn lane.

Stage 2B

Reduction of IH 43/94 NB and IH 43/94 SB to two lanes of traffic as shown on the traffic control plans.

Closure of the IH 43/94 SB to 9th Street service ramp right turn lane and the IH 43/94 SB to 6th Street/Mineral Street service ramp through/left turn lane.

Stage 3

Reduction of IH 43/94 NB and IH 43/94 SB to two lanes of traffic as shown on the traffic control plans.

Closure of the IH 43/94 SB to 9th Street service ramp right turn lane and the IH 43/94 SB to 6th Street/Mineral Street service ramp through/left turn lane.

C Roadway and Ramp Closures

Stage 1

Closure of the IH 43 SB to IH 794 EB system ramp, IH 794 WB to IH 43 NB system ramp, Clybourn Street service ramp to IH 94 WB, 11th Street/Tory Hill Avenue service ramp to IH 94 WB, IH 94 EB to St. Paul Avenue/James Lovell Street service ramp, 25th Street service ramp to IH 94 EB, IH 94 EB to 13th Street service ramp, Wisconsin Avenue service ramp to IH 43 SB, and Michigan Street WB during Nighttime Hours. Detour traffic as shown in plans.

Full Freeway Closure of IH 94 EB to IH 794 EB and the IH 94 EB to St. Paul Avenue/James Lovell Street service ramp. Detour traffic as shown in plans. Full Freeway Closure for PPC overlay, lighting, and painting is permitted up to three weekends.

Closure of the IH 43 SB to IH 794 EB system ramp during Weekday Midday Hours and Weekend Midday Hours to accommodate lighting work. Detour traffic as shown in plans.

Stage 2A

Closure of the IH 43/94 NB to IH 794 EB system ramp, the IH 43/94 NB to Plankinton Ave service ramp, IH 43 NB to Michigan Street/10th Street service ramp, the 6th Street/Mineral Street to IH 43/94 NB service ramp, and the 9th Street/Walker Street to IH 43/94 NB service ramp. Detour traffic as shown in plans.

Stage 2A-1

Closure of the IH 794 WB to IH 43/94 SB system ramp, IH 94 EB to IH 43/94 SB system ramp, and Wisconsin Avenue to IH 43 SB service ramp. Detour traffic as shown in plans.

Stage 2A-2

Closure of the IH 794 WB to IH 43/94 SB system ramp, IH 94 EB to IH 43/94 SB system ramp, and Wisconsin Avenue to IH 43 SB service ramp. Detour traffic as shown in plans.

Stage 2B

Closure of the IH 43 NB to IH 94 WB system ramp, IH 94 EB to IH 43 SB system ramp, IH 43 NB to Michigan Street/10th Street service ramp, the Wisconsin Avenue to IH 43 SB service ramp, the 6th Street/Mineral Street to IH 43/94 NB service ramp, and the 9th Street/Walker Street to IH 43/94 NB service ramp. Detour traffic as shown in plans.

Stage 3

Closure of the IH 94 EB to IH 43 SB system ramp, the 6th Street/Mineral Street to IH 43/94 NB service ramp, and the 9th Street/Walker Street to IH 43/94 NB service ramp. Detour traffic as shown in plans.

D Pedestrian Access

Maintain existing sidewalk at all times. Maintain pedestrian access on cross streets.

E Wisconsin Lane Closure System Advanced Notification

Notify the engineer and WisDOT SE Region Work Zone Engineer at (262)548-6730 if there are any changes in the schedule, early completions, or cancellations of scheduled work. Coordinate the locations of messages of portable changeable message sign with the engineer and WisDOT STOC. Notify WisDOT Signal Operations at (414)750-2605 and WisDOT Electrical Field Unit at (414) 266-1170 regarding changes for alternate routes and detours.

Wisconsin Lane Closure System Advance Notification

Provide the following advance notification to the engineer for incorporation into the Wisconsin Lane Closure System (LCS).

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

Closure type with height, weight, or width restrictions (available width, all lanes in one direction < 16')	MINIMUM NOTIFICATION
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days
Closure type without height, weight, or width restrictions (available width, all lanes in one direction ≥16')	MINIMUM NOTIFICATION
Lane and shoulder closures	3 business days
Ramp closures	3 business days
Modifying all closure types	3 business days

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date. stp-108-057 (20161130)

F Local Streets

Substantially accomplish City of Milwaukee local street traffic control as detailed on the plans and approved by the City of Milwaukee. The city contact for traffic is Mr. Jeff Polenske, City Engineer, (414) 286-2400. Submit all revisions to the proposed traffic control plans to the engineer and Jeff Polenske a minimum of 14 days before the requested dates for lane closings.

Perform the work under this contract in a manner that will interfere as little as possible with active traffic on the city streets. Do not park or store vehicles, equipment, or materials on the city streets adjacent to active traffic except at the time of performance of the work.

Materials or equipment may be stored within the right-of-way only at locations meeting the prior approval of the engineer.

At all times maintain access to residents, tenant parking lots and businesses on the existing local streets within the project work area except as approved by the engineer.

G Temporary Regulatory Speed Limit Reduction

During engineer-approved regulatory speed limit reductions, install temporary speed limit signs on the inside and outside shoulders of divided roadways to enhance visibility. On two lane two way roadways, install temporary speed limit signs on shoulders. When construction activities impede the location of a post-mounted regulatory speed limit sign, relocate the sign for maximum visibility to motorists. If work last less than 7 days, mount the regulatory speed limit sign on a portable sign support.

Post temporary regulatory speed limit signs in work zone only during continuous worker activity. During periods of no work activity or when the traffic controls are removed from the roadway, cover or remove the temporary speed limit signs.

Coordinate with Regional Traffic Section to identify the construction stages that have approved temporary regulatory speed zones documented in a Temporary Speed Zone Declaration. Primary contact phone number: 262-822-5947, secondary contact number: 262-548-8728.

Contact the Region Traffic Section at least 14-calendar days before installing the temporary speed zone. After installation of the temporary speed zone is complete, notify the Regional Traffic Section with the field location(s) of the temporary speed zone. 643-012 (20160607)

6. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 43/IH 94/IH 794 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any

other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, September 1, 2017 to 6:00 AM Tuesday, September 5, 2017 for Labor Day;
- From noon Friday, May 25, 2018 to 6:00 AM Tuesday, May 29, 2018 for Memorial Day;
- From noon Tuesday, July 3, 2018 to 6:00 AM Thursday, July 5, 2018 for Independence Day;
- From noon Friday, August 31, 2018 to 6:00 AM Tuesday, September 4, 2018 for Labor Day.

Holiday work restrictions do not apply to roadways or ramps already closed long term during construction as shown on the plans. New long term closures of ramps and roadway must be coordinated with the holiday work restrictions.

Special event work restrictions do not apply to roadways or ramps already closed long term during construction as shown on the plans. New long term closures of ramps and roadways must be coordinated with the special event work restrictions.

During Summerfest, keep the IH 43 NB to IH 794 EB system ramp and the IH 794 WB to IH 43 SB system ramp open to traffic. No additional lane closures are allowed throughout the project limits.

During Harley Fest, keep the IH 43 NB to IH 794 EB system ramp, the IH 43 NB to IH 94 WB system ramp, the IH 794 WB to IH 43 SB system ramp, and the IH 94 EB to IH 43 SB system ramp open to traffic. No additional lane closures are allowed throughout the project limits.

During State Fair, keep the IH 43 NB to IH 94 WB system ramp and the IH 94 EB to IH 43 SB system ramp open to traffic. No additional lane closures are allowed throughout the project limits.

Nighttime closures are not permitted on days with a Milwaukee Brewers home game up until four hours after the start of the game.

IH 94 EB full weekend closure is not permitted during the following time frames (event dates subject to change):

- From 12:00 AM Friday, June 30, 2017 to 6:00 AM Monday, July 10, 2017 for Summerfest;
- From 6:00 AM Friday, July 21, 2017 to 6:00 AM Monday, July 24, 2017 for Festa Italiana;
- From 6:00 AM Friday, July 28, 2017 to 6:00 AM Monday, July 31, 2017 for German Fest;
- From 6:00 AM Friday, August 18, 2017 to 6:00 AM Monday, August 21, 2017 for Irish Fest;

- From 6:00 AM Friday, August 25, 2017 to 6:00 AM Monday, August 28, 2017 for Mexican Fiesta;
- From 6:00 AM Thursday, August 31, 2017 to 6:00 AM Tuesday, September 5, 2017 for Harley Fest.
- From 6:00 AM Friday, September 8, 2017 to 6:00 AM Monday, September 11, 2017 for Indian Summer Festival:
- From 6:00 AM Saturday, September 16, 2017 to 6:00 PM Saturday, September 16, 2017 for the Briggs and Al's run.
- From 6:00 AM Sunday, September 17, 2017 to 6:00 PM Sunday, September 17, 2017 for the Walk to End Alzheimer's.
- From 6:00 AM Sunday, September 24, 2017 to 6:00 PM Sunday, September 24, 2017 for the Susan G. Komen Race for the Cure.
- From 12:00 AM Friday, June 29, 2018 to 6:00 AM Monday, July 9, 2018 for Summerfest;
- From 6:00 AM Friday, July 20, 2018 to 6:00 AM Monday, July 23, 2018 for Festa Italiana;
- From 6:00 AM Friday, July 28, 2018 to 6:00 AM Monday, July 31, 2018 for German Fest;
- From 6:00 AM Friday, August 17, 2018 to 6:00 AM Monday, August 20, 2018 for Irish Fest;
- From 6:00 AM Friday, August 24, 2018 to 6:00 AM Monday, August 27, 2018 for Mexican Fiesta;
- From 6:00 AM Thursday, August 30, 2018 to 6:00 AM Tuesday, September 4, 2018 for Harley Fest.
- From 6:00 AM Friday, September 7, 2018 to 6:00 AM Monday, September 10, 2018 for Indian Summer Festival;
- From 6:00 AM Saturday, September 15, 2017 to 6:00 PM Saturday, September 15, 2017 for the Briggs and Al's run.
- From 6:00 AM Sunday, September 16, 2017 to 6:00 PM Sunday, September 16, 2017 for the Walk to End Alzheimer's.
- From 6:00 AM Sunday, September 23, 2017 to 6:00 PM Sunday, September 23, 2017 for the Susan G. Komen Race for the Cure.

107-005 (20050502)

7. Utilities.

Project ID 1060-28-70

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to insure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Contact each utility company listed in the plans, prior to preparing bids, to obtain current information on the status of existing and any new utility relocation work. 107-SER2 (20101021)

The following utilities have facilities within the construction limits.

 WisDOT Communication has existing facilities within the project limits. Remove, adjust, reconstruct and discontinue in its place the WisDOT Communication facilities as shown in the plans.

Contact for WisDOT Communication is Jeff Madson at 414-225-3723 or jeffrey.madson@dot.wi.gov

 WisDOT Lighting has existing underground and overhead facilities within the project limits. Remove, adjust, reconstruct and discontinue in its place the Lighting facilities as shown in the plans.

Contact for WisDOT Lighting is Eric Perea at 262-574-5422 or eric.perea@dot.wi.gov

The following utilities have facilities within the construction limits, however, no adjustments are anticipated:

A T&T Wisconsin

Contact for AT&T Wisconsin is Jay Bulanek at 262-896-7669 or jb5175@att.com

• ATC Management Inc.

Contact for ATC Management Inc. is Chris Dailey at 262-506-6884 or cdailey@atcllc.com

City of Milwaukee

Contact for City of Milwaukee is Jeffrey Polenske at 414-286-2400 or jeffrey.polenske@milwaukee.gov

Level 3 Communication

Contact for Level 3 Communication is Brahim Goddour at 414-908-1027 or brahim.goddour@level3.com

• Marquette University

Contact for Marquette University is Michael Jahner at 414-313-9583 or michael.jahner@marquette.edu

Midwest Fiber Networks

Contact for MWF Networks is Patrick Graham at 414-672-5606 or pgraham@midwestfibernetworks.com

• Milwaukee Metro Sewerage Dist.

Contact for MMSD is Larry Anderson at 414-225-2241 or <u>landerson@mmsd.com</u>

Paetec

Contact for Paetec is Nathan Becker at 414-313-9032 or nathan.becker@windstream.com

TDS Metrocom

Contact for TDS Metrocom is Matthew Schulte at 262-754-3063 or matthew.schulte@tdstelecom.com

• Time warner Cable

Contact for Time warner Cable is Steve Storm at 414-908-4789 or steven.storm@twcable.com

• We Energies - Electric

Contact for WE - Electric is Ken Franecki at 414-944-5531 or kenneth.franecki@weenergies.com

• We Energies - Gas

Contact for WE - Gas is Josh Mount at 414-218-2053 or josh.mount@weenergies.com

We Energies Steam

Contact for We Energies Steam is Keith Schaefer at 414-221-2464 or keith.schaefer@we-energies.com

We Energies Gas and Electric have facilities within the construction limits. It is imperative that the highway contractor contact We Energies if removing any gas facilities or electrical underground cables, to verify that they have been discontinued in its place and carry no natural gas or electrical current. The contractor must not assume that unmarked facilities have been discontinued in its place. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. The contractor must call the We Energies 24 hour Dispatch lines to arrange for this verification.

We Energies Electric Dispatch #1-800-662-4797 We Energies Gas Dispatch #1-800-261-5325.

Project ID 1228-21-71

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Coordinate

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

Contact each utility company listed in the plans, prior to preparing bids, to obtain current information on the status of existing and any new utility relocation work. 107-SER2 (20101021)

The following utilities have facilities within the construction limits.

• WisDOT Communication has existing facilities within the project limits. Remove, adjust, reconstruct and discontinue in its place the WisDOT Communication facilities as shown in the plans.

Contact for WisDOT Communication is Jeff Madson at 414-225-3723 or jeffrey.madson@dot.wi.gov

• WisDOT Lighting has existing underground and overhead facilities within the project limits. Remove, adjust, reconstruct and discontinue in its place the Lighting facilities as shown in the plans.

Contact for WisDOT Lighting is Eric Perea at 262-574-5422 or eric.perea@dot.wi.gov

The following utilities have facilities within the construction limits, however, no adjustments are anticipated:

• ATC Management Inc.

Contact for ATC Management Inc. is Chris Dailey at 262-506-6884 or cdailey@atcllc.com

City of Milwaukee

Contact for City of Milwaukee is Jeffrey Polenske at 414-286-2400 or jeffrey.polenske@milwaukee.gov

• Level 3 Communication

Contact for Level 3 Communication is Brahim Goddour at 414-908-1027 or brahim.goddour@level3.com

Marquette University

Contact for Marquette University is Michael Jahner at 414-313-9583 or michael.jahner@marquette.edu

Milwaukee Metro Sewerage Dist.

Contact for MMSD is Larry Anderson at 414-225-2241 or landerson@mmsd.com

• Time warner Cable

Contact for Time warner Cable is Steve Storm at 414-908-4789 or steven.storm@twcable.com

• We Energies - Electric

Contact for WE - Electric is Ken Franecki at 414-944-5531 or kenneth.franecki@weenergies.com

• We Energies - Gas

Contact for WE - Gas is Josh Mount at 414-218-2053 or josh.mount@weenergies.com

We Energies Gas and Electric have facilities within the construction limits. It is imperative that the highway contractor contact We Energies if removing any gas facilities or electrical underground cables, to verify that they have been discontinued in its place and carry no natural gas or electrical current. The contractor must not assume that unmarked facilities have been discontinued in its place. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. The contractor must call the We Energies 24 hour Dispatch lines to arrange for this verification.

We Energies Electric Dispatch #1-800-662-4797 We Energies Gas Dispatch #1-800-261-5325.

8. Other Contracts.

A Description

Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

It is expected that routine maintenance by the city and county personnel may be required at certain times concurrently with the work being done under this contract.

The following contracts are anticipated to be under construction within the time period of this contract, unless otherwise indicated:

Contract ID 1060-33-80, Zoo Interchange Phase 1 reconstruction. The WisDOT contact is Josh LeVeque at (414) 750-1468; <u>Joshua.LeVeque@dot.wi.gov</u>.

Contract ID 1060-33-81, Zoo Interchange Phase 2 reconstruction. The WisDOT contact is Josh LeVeque at (414) 750-1468; <u>Joshua.LeVeque@dot.wi.gov</u>.

Contract ID 2010-14-70, Zoo Freeway. The WisDOT contact is Chris Zacharias at (262) 548-6716; christoper.zacharias@dot.wi.gov.

Contract ID 1060-34-75, IH 894 roadway reconstruction. The WisDOT contact is Ashley Kiepczynski, (414) 220-5446, or Ashley Kiepczynski@dot.wi.gov.

Lakefront Gateway Phase 2 – Cass Street to Art Museum Drive, City of Milwaukee. City of Milwaukee Contact is Jeff Polenske at 414-286-2400; Jeffrey.polenske@milwaukee.gov.

Milwaukee Streetcar project, City of Milwaukee. City of Milwaukee contact is Jeff Polenske at 414-286-2400; <u>Jeffrey.polenske@milwaukee.gov</u>.

9. Railroad Insurance and Coordination.

A Description

Comply with standard spec 107.17 of the standard specifications for all work affecting Canadian Pacific Railway Company property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to subsection 107.26 of the standard specifications, provide railroad protective liability insurance coverage as specified in subsection 107.17.3 of the standard specifications. Insurance is filed in the name of Soo Line Railroad Company, d/b/a Canadian Pacific Railway Company.

Notify evidence of the required coverage, and duration to Canadian Pacific Railway at South 6th Street, Suite 900, Minneapolis, MN 55402, telephone 612-330-4555. Attention to Jim Krieger:

Include the following information on the insurance document:

Project ID 1060-28-70 Route Name IH43/IH94/IH 794, Milwaukee County Crossing ID 386 497J Railroad Subdivision Watertown Subdivision Railroad Milepost MP 86.00

Project ID 1060-21-71 Route Name IH43/IH94, Milwaukee County Crossing ID 391 490W Railroad Subdivision Canal Street Lead Railroad Milepost MP 9.00

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 Jim Krieger, Engineer – Public Works, 120 South 6th Street, Suite 900, Minneapolis, MN 55402, telephone 612-330-4555, <u>jim_krieger@cpr.ca</u>, for consultation on railroad requirements during construction.

Amend subsection 108.4 of the standard specifications 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

Watertown Subdivision: Approximately 2 passenger trains and 25 through freight trains operate daily through the construction site. Passenger trains operate at up to 79 mph. Through freight trains operate at up to 60 mph.

Canal Street Subdivision: Approximately 2 switching movements operate daily through the construction site. Switching movements operate at up to 10 mph. 107-026

10. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

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

Noise levels between the night time hours of 9:00 PM to 7:00 AM shall be restricted as follows, unless compliance is waived by the engineer:

Residential areas	Do not exceed 5 dB(A) over
	preconstruction ambient noise
	levels
All other areas outside	Do not exceed 5 dB(A) over
WisDOT right-of-way	preconstruction ambient noise
	levels

Noise level restrictions will be waived to complete the milling and shot blasting operations that are time restricted as described in the article Prosecution and Progress. Prior to waiving the noise compliance by the engineer, provide 48 hour advance notice to Mr. Jeff

Polenske, Milwaukee City Engineer, at (414) 286-3701 regarding the evening noise generating construction operations.

All motorized construction equipment shall be required to have mufflers constructed in accordance to the equipment manufacturer's specifications or a system of equivalent or greater noise reducing capacity. Maintain mufflers and exhaust systems in good operating condition, free from leaks and holes.

11. Hauling Restrictions.

Five business days in advance of any proposed hauling on local streets, present the proposed haul route plan to the City of Milwaukee, to the attention of Mr. Jeff Polenske, City of Milwaukee Engineer (414) 286-2400. Include in the haul route submittal the months, days of the week, time of day, number of trucks, types of trucks and maximum loads of trucks anticipated to accomplish the project work.

The City of Milwaukee will review the submittal and issue a hauling permit or provide a letter with comments and proposed revisions to the contractor within 5 business days of its receipt. Provide copies of the approval to the engineer prior to hauling on local streets. At all times, conduct operations in a manner that will cause a minimum of disruption to traffic on existing roadways.

12. Available Documents.

The department will make all its information available to bidding contractors. The list of documents that are available for contractors' information includes but is not limited to:

- Environmental Document
- As-Built Drawings
- Traffic Management Plan
- Preliminary Plans

These documents are available from Josh LeVeque at 141 NW Barstow Street, Waukesha, WI 53187, (414) 750-1468.

Reproduction costs will be applied to any copies requested. SEF Rev. 15 0619

13. Public Involvement Meetings.

Participate in department-sponsored public involvement meetings as the engineer requests. Ensure that representatives of subcontractors also participate in those meetings if the engineer requests.

SEF Rev. 14 0312

14. Contractor Notification.

Replace standard spec 104.2.2.2(2) with the following:

If the contractor discovers the differing condition, provide a written notice, as specified in 104.3.3, of the specific differing condition before further disturbing the site and before further performing the affected work.

104.3.2 (Vacant)

104.3.3 Contractor Initial Written Notice

Replace standard specs 104.3.2 and 104.3.3 with the following:

If required by 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, promptly provide a written notice to the engineer. At a minimum, provide the following:

- 1. A written description of the nature of the issue.
- 2. The time and date of discovering the problem or issue.
- 3. If appropriate, the location of the issue.

Provide the additional information specified in 104.3.5 as early as possible to assist the engineer in the timely resolution of an identified issue. The engineer will not require, in subsequent submissions, duplication of information already provided. SEF Rev. 14 1211

15. Contractor Document Submittals.

This special provision describes minimum requirements for submitting project documents to the department. This special provision does not apply to shop drawing submittals.

Provide one electronic copy of all documents requiring department review, acceptance, or approval. Attach a completed engineer-provided transmittal sheet to each email submittal. The department will reject submittals with incomplete transmittal sheets and require resubmittal.

The department will return one reviewed, accepted, or approved original to the contractor. Additional return originals can be requested. Submit an additional original for each additional return original requested.

Submit electronic copies in Adobe Acrobat (.pdf) format via email to an account the engineer determines. If possible, translate original documents from their native format (e.g. Word, Excel, AutoCAD, etc.) using a Portable Document Format translation routine. Scan other documents to PDF format with a minimum resolution of 600 dpi.

All costs for contractor document submittals are incidental to the contract. SEF Rev. 15 0619

16. Material and Equipment Staging.

Submit a map showing all proposed material stockpile or equipment storage locations to the Engineer 14 days prior to either preconstruction or proposed use, whichever comes first. Identify the specific purposes for the location. Obtain written permits from the property owner, and submit two copies to the Engineer before use. Do not stockpile or store materials or equipment on wetlands.

SEF Rev. 13 0204

17. Notice to Contractor – Airport Operating Restrictions.

Fill out the FAA Notice Criteria tool for any permanent structure (bridge, light pole, etc.) or equipment (crane, etc.) used during construction.

https://oeaaa.faa.gov/oeaaa/external/portal.jsp

If required by the Notice Criteria tool, and for any crane or construction equipment higher than 200 feet above the ground, submit completed form 7460-1 (Notice of Proposed Construction or Alteration) to The Federal Aviation Administration (FAA) at least 45 days before starting construction.

SEF Rev. 14 0609

18. Notice to Contractor, Verification of Asbestos Inspection, No Asbestos Found.

John Roelke, License Number All-119523, inspected Structures B-40-0285-27E-2, B-40-0285-27F-2, B-40-0285-27G, B-40-0285-27H, B-40-0285-27I and B-40-0285-27J for asbestos on December 13, 2011. No regulated Asbestos Containing Material (RACM) was found on these structures. A copy of the inspection report is available from: Josh Leveque, 414-220-5444.

John Roelke, License Number All-119523, inspected Structures B-40-1121, B-40-1423, B-40-1111-1, B-40-1122, B-40-1123-1, B-40-1123-2, B-40-1131, B-40-1211-1, B-40-1221-2, B-40-1231-1, B-40-1231-2, B-40-1311-1, B-40-1311-2, B-40-1311-3, B-40-1311-4, B-40-1321, B-40-1322, B-40-1323, B-40-1411-1, B-40-1411-2, B-40-1411-3, B-40-1411-4, B-40-1421-2, B-40-1422-1, and B-40-1422-2 for asbestos on September 23, 2014. No regulated Asbestos Containing Material (RACM) was found on these structures. A copy of the inspection report is available from: Josh Leveque, 414-220-5444.

John Roelke, License Number All-119523, inspected Structures B-40-1111-2, B-40-1132, B-40-1211-2, B-40-1221-1, B-40-1222, and B-40-1421-1 for asbestos on September 3, 2014. No regulated Asbestos Containing Material (RACM) was found on these structures. A copy of the inspection report is available from: Josh Leveque, 414-220-5444. 107-127 (20120615)

19. Subletting the Contract.

Replace standard spec 108.1.1 (3) with the following:

If proposing to have a party other than a subcontractor perform work, notify the engineer and submit details of this arrangement in writing. The engineer will determine if that arrangement constitutes subcontracting. Submit copies of all other agreements between any parties regarding the performance of work under the contract with the Request to Sublet.

SEF Rev. 14_1212

20. Force Account.

Supplement standard spec 109.4.5.1 (3)1 with the following:

Include accumulation of wages to date for each employee performing force account work and identify allowable Federal Unemployment Tax (FUTA) and State Unemployment Tax (SUTA) multipliers.

SEF Rev. 14 1211

21. Removing Permanent Crash Cushion, Item 204.9060.S.001.

A Description

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

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Permanent Crash Cushion per each unit of work, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER DESCRIPTION UNIT 204.9060.S.001 Removing Permanent Crash Cushion Each 204-025 (20150630)

22. Removing Microwave Detector, Item 204.9060.S.002.

A Description

This special provision describes removing an existing side-fire microwave vehicle detector from a pole or sign bridge.

B Materials

Existing side-fire microwave detector and cabling pig-tail.

C Construction

Coordinate removal of microwave detectors with the department's Statewide Traffic Operations Center (STOC) by proposing the removal schedule a minimum of 2-weeks prior to the scheduled removal. Call the STOC at (414)-227-2166 to schedule the removal.

Disconnect all cables and wiring that are mounted on or in the structure, and carefully remove the microwave detector. Salvage and store the microwave detector and pig-tail for pick up by the department.

D Measurement

The department will measure Removing Microwave Detector as a unit each, removed from the concrete base, salvaged and stored, including attached hardware, in accordance to the contract.

E Payment

Add the following to standard spec 204.5:

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.002	Removing Microwave Detector	Each

Payment is full compensation for disconnecting any necessary wiring; removing the poles and equipment mounted on the poles; storing the poles and any equipment attached to them.

stp-204-025 (20150630)

23. Removing Pole, Item 204.9060.S.003.

A Description

This special provision describes removing an existing Type 2, 3, 4, 5, 6, or 7 pole.

B Materials

Existing poles, including antennae, conduit and cabling, and any other equipment mounted to the poles.

C Construction

Disconnect all cables and wiring that are mounted on or in the poles, and carefully remove the pole from the concrete footing. Salvage and store all hardware for pick up by the department. Dispose of the pole and any conduit and cabling appropriately away from the project area.

D Measurement

The department will measure Removing Pole as each unit, removed from the concrete base, salvaged and stored, including attached hardware, in accordance with the contract.

E Payment

Add the following to standard spec 204.5:

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

ITEM NUMBER DESCRIPTION UNIT 204.9060.S.003 Removing Pole Each

Payment is full compensation for disconnecting any necessary wiring; removing the poles and equipment mounted on the poles; storing the poles and any equipment attached to them.

stp-204-025 (20150630)

24. Backfill Controlled Low Strength, Item 209.0200.S.

A Description

This special provision describes furnishing and placing a controlled low strength material designed for use as backfill in trenches for culverts, sewers, utilities, or similar structures, as backfill behind bridges abutments, or as fill for the abandonment of culverts, pipes, or tanks.

B Materials

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

rest	Method	value
Flow (inch)	ASTM D-6103	9 min
Compressive	ASTM D-6024	20-40 @ 14 days
Strength (psi)		40-80 @ 28 days
		80-120 @ 90 days

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

C Construction

Place controlled low strength backfill at the locations and to the lines and grades as shown on the plan. Proportion and mix materials to produce a product of consistent texture and flow characteristics. The engineer may reject any materials exhibiting a substantial change in properties, appearance, or composition.

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

No controlled low strength backfill shall be allowed to enter any stream, lake, or sewer system. The contractor shall be responsible for any clean up or remediation costs resulting from such occurrences.

D Measurement

The department will measure Backfill Controlled Low Strength in volume by the cubic yard of material placed and accepted. Such volume shall be computed from actual measurements of the dimensions of the area to be backfilled. In irregular or inaccessible areas, the engineer may allow volume to be determined by other appropriate methods.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
209.0200.S	Backfill Controlled Low Strength	CY

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

25. QMP Base Aggregate.

A Description

A.1 General

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.
- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed and paid for under the Aggregate Detours, 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://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/rdwy/default.aspx

A.2 Small Quantities

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a contract 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:

A.2.1 Quality Control Plan

- (1) Submit an abbreviated quality control plan consisting of the following:
 - 1. Organizational chart including names, telephone numbers, current certification(s) with HTCP number(s) and expiration date(s), and roles and responsibilities of all persons involved in the quality control program for material under affected bid items.

A.2.2 Contractor Testing

1

Contract Quantity	Minimum Required Testing per source
≤ 6000 tons	One stockpile test prior to placement, and
	two production or one loadout test.
$>$ 6000 tons and \leq 9000 tons	One stockpile and Three placement tests ^[3]
	[4] [5]

- [1] Submit production 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] If the actual quantity overruns 6,000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
- [3] If the actual quantity overruns 9000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun
- [4] For 3-inch material or lift thickness of 3-inch or less, obtain samples at load-out.
- Divide the aggregate into uniformly sized sublots for testing
- 2. Stockpile testing for concrete pavement recycled in place will be sampled on the first day of production.

- 3. Until a four point running average is established, individual placement tests will be used for acceptance. 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. Material represented by a sublot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

A.2.3 Department Testing

- (1) The department will perform testing as specified in B.8 except as follows:
- Department stockpile verification testing prior to placement is optional for contract quantities of 500 tons or less.

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:
Transportation Materials Sampling Technician (TMS)	Aggregate Sampling ^[1]
Aggregate Technician I (AGGTEC-I)	
Aggregate Assistant Certified Technician (ACT-AGG)	
Aggregate Technician I (AGGTEC-I)	Aggregate Gradation Testing,
Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Fractured Particle
	Testing, Aggregate Liquid
	Limit and Plasticity Index
	Testing

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

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

B.3 Laboratory

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

Materials Management Section 3502 Kinsman Blvd.

Madison, WI 53704

Telephone: (608) 246-5388

 $\frac{http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/tools/appr-prod/qual-labs.aspx}{}$

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 one business day after obtaining a sample. 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.

- Provide control charts to the engineer within one business day after obtaining a sample. 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 placement tests, include only QC placement 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) Perform one stockpile test from each source prior to placement.
- (3) Test gradation once per 3000 tons of material placed or fraction thereof. 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 or lift thickness of 3-inch or less 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.
- (4) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for seven calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (5) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (6) 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.
- (7) 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	1
Material finer than the No. 200 sieve	AASHTO T 11	

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

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 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 four 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 four 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 two 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. Perform one stockpile test from each source prior to 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 or for a lift thickness of 3-inch or less, the department will collect samples 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 according to CMM 8-10.5.2 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.

stp-301-010 (20161130)

26. Cold Patch, Item 495.1000.S.

A Description

This special provision describes furnishing cold patch and filling potholes and other voids in existing pavement surfaces as the engineer directs.

B Materials

Furnish a mixture of course aggregate, natural sand, and MC-250 bituminous material designed to have a workability range of 15-100° F without heating. Ensure that the mixture:

- Adheres to wet surfaces.
- Resists damage from water, salt, and deicing products.
- Requires no mixing or special handling before use.
- Supports traffic immediately after placement and compaction.

Conform to the following gradation:

SIEVE SIZE	PERCENT PASSING (by weight)
1/2-inch (12.5 mm)	100
3/8-inch (9.5 mm)	90 - 100
No. 4 (4.75 mm)	–90 max
No. 8 (2.38 mm)	20 - 65
No. 200 (0.074 mm)	2 - 10
Bitumen	4.8 - 5.4

The department will accept cold patch based primarily on the engineer's visual inspection. The department may also test for gradation.

C Construction

Stockpile cold patch on site on a smooth, firm, well-drained area cleared of vegetation and foreign material. Cover the stockpile and ensure that it is easily accessible. Replenish the stockpile throughout the project duration, but limit the size at any given time to 10 tons on site unless the engineer approves otherwise. Dispose of unused material at project completion unless the engineer directs otherwise.

Place cold patch by hand. Remove ponded water and loose debris before placement. Compact flush with a tamper, roller, or vehicle tire after placement.

Refill patched areas as necessary to maintain a flush pavement surface until project completion.

D Measurement

The department will measure Cold Patch by the ton, acceptably stockpiled on site.

E Payment

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

Payment for Cold Patch is full compensation for providing and maintaining patches; for furnishing and replenishing stockpiled material on-site; and for disposing of excess material at project completion.

stp-495-010 (20160607)

27. Structure Repainting General.

A General

A.1 Inspection

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

B (Vacant)

C Construction

C.1 Repainting Methods

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

Completely clean and remove spent abrasive and other waste materials resulting from the contractor's operation from bridge deck surfaces, gutter lines, drains, curbs, bridge seats, pier caps, slope paving, roadway below, and all structural members and assemblies.

C.2 Inspection

Add the following to standard spec 105.9:

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

28. Nighttime Work Lighting-Stationary.

A Description

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

B (Vacant)

C Construction

C.1 General

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

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

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

C.2 Portable Lighting

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

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

C.3 Light Level and Uniformity

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

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

C.4 Glare Control

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

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

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

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

C.5 Continuous Operation

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

D (Vacant)

E Payment

Costs for furnishing a lighting plan, and for providing, maintaining, moving, and removing portable lighting, tower mounted lighting, and equipment-mounted lighting required under this special provision are incidental to the contract. 643-010 (20100709)

29. Traffic Control Surveillance and Maintenance 1060-28-70, Item 643.0200.S.001, Traffic Control Surveillance and Maintenance 1228-21-71, Item 643.0200.S.002.

A Description

This special provision describes providing personnel to inspect and maintain the traffic control devices, furnished, and installed, in proper condition.

B Materials

Provide one person, called the traffic control specialist, all necessary vehicles, equipment, tools, and repair materials. Provide other personnel to accomplish the inspection and maintenance if needed.

C Construction

Inspection and maintenance includes all traffic control signs or devices included in the contract, including those on detour routes. Begin when the first traffic control sign or device is put into operation and end when the last traffic control sign or device is removed from operation.

- 1. Ensure that the traffic control specialist inspects the traffic control signs and devices at least twice each workday and once each non-workday with at least one of the daily inspections during daytime. Separate inspections done on workdays by at least 8 hours or the amount of time from the beginning to the end of that day's work operations, whichever is less. During each inspection, clean, repair, or replace each traffic control sign or device not performing as intended, as necessary.
- 2. Ensure that the traffic control specialist inspects each reflective traffic control sign or device at least once each week during hours of darkness. View the signs and devices using low beam vehicle headlights to ensure reflectorization is unimpaired. Clean, repair, or replace each reflectorized traffic control sign or device not performing as intended, as necessary, before sunset of the next calendar day, or as the engineer directs otherwise.
- 3. Ensure that the traffic control specialist meets once each workday with the department representative responsible for traffic control on the project to discuss possible problems with the traffic control.
- 4. Ensure that the traffic control specialist submits a written report weekly to the engineer documenting both daytime and nighttime inspections.
- 5. Make the control specialist, or other contractor-designated person, available 24 hours per day, 7 days per week to clean, repair, or replace traffic control devices not performing as intended throughout the period traffic control signs and devices are operating under this contract. Provide to the engineer, the County Sheriff, and the State Patrol Region Headquarters responsible for that county the telephone number to contact the control specialist or other contractor-designated person. Ensure that the control specialist, or other designated person, is able to reach any location within the contract limits, or on detour routes, within 2 hours of being contacted, and can promptly accomplish the necessary cleaning, repair, or replacement.

D Measurement

The department will measure the Traffic Control Surveillance and Maintenance bid items by the day, acceptably completed. The measured quantity will equal the number of calendar days from the date the first traffic control sign or device is placed into operation through the date the last traffic control sign or device is removed from operation.

E Payment

The department will pay for measured quantities at the contract unit price under the

following bid item:

ITEM NUMBER DESCRIPTION UNIT 643.0200.S.001 Traffic Control Surveillance and DAY

Maintenance 1060-28-70

643.0200.S.001 Traffic Control Surveillance and DAY

Maintenance 1228-21-71

Payment is full compensation for Payment for the Traffic Control Surveillance and Maintenance bid items is full compensation for providing all labor, materials, tools, equipment, vehicles, and incidentals, including reports and telephone charges, necessary to complete the work; and for partially or fully covering or uncovering signs not paid separately under the Traffic Control Covering Signs bid items. The department will not pay for replaced traffic control signs or devices under this bid item; replacement is incidental to the respective contract bid item or items.

643-016 (20160607)

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

A Description

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

B Materials

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.

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

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

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

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

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

Payment is full compensation for providing the portable attenuator, host vehicle, and operator.

643-015 (20140630)

31. Covering Signs.

Modify the standard specs as follows:

Replace standard spec 643.2.9.5 (2) with the following:

Ensure that covers are flat black, blank and opaque.

Supplement standard spec 643.3.8.2(1) with the following:

Place rivets or screws at the corners of each sign cover. Space additional rivets or screws at least 12" apart to minimize damage to the sign.

Supplement standard spec 643.3.8.2(3) with the following:

If multiple messages on a single sign are required to be covered, minimize the number of holes created for aluminum rivets, aluminum self-tapping screws, or wood screws by covering the sign with a single rectangular shaped covering. Multiple coverings on a single sign is only permissible where necessary to avoid covering necessary content or as directed by the engineer. Submit sign covering plans to the engineer for single signs requiring multiple coverings 3 days before performing work. Obtain engineer approval before covering signs. Remove any sign coverings before placing fixed messages signs unless directed by the engineer.

SEF Rev. 16_1003

32. Traffic Control.

Supplement standard spec 643.3.1 with the following:

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic in order to perform the operations. Place traffic control devices for work in the proper location before operations proceed. Traffic Control is subject to change at the direction of the engineer in the event of an emergency.

Provide the Milwaukee County Sheriff's Department, the Wisconsin State Patrol, Milwaukee City Police Department and the project engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

Do not park or store equipment, contractor's and personal vehicles or construction materials within the clear zone as designated in the plans on any roadway carrying traffic during working and non-working hours except at locations and periods of time approved by the engineer.

Do not permit construction or personnel equipment or vehicles to directly cross the live traffic lanes of the freeway. Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders. Do not park personal vehicles within the access control limits of the freeway. Do not cross live freeway traffic lanes with equipment or vehicles

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

Do not disturb, remove or obliterate any traffic control signs, advisory signs, sand barrel array, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer.

Do not use flag persons to direct, control, or stop freeway or ramp traffic. Obtain approval from the engineer to use a flag person to direct, control, or stop local street traffic. Adhere to the Manual of Uniform Traffic Control Devices chapter 6E standard requirements for flagger control.

Replace standard spec 643.3.1(6) with the following:

Provide 24-hour a day availability of equipment, forces and materials to promptly restore barricades, lights, or other traffic control devices that are damaged or disturbed. SER-643.1 (20160831)

33. Traffic Control Signs Removal.

Supplement standard spec 643.3.8.3 with the following:

Remove all signs on temporary mounts and other potential associated hazards to the traveling public from the right-of-way when not in use, as directed by the engineer. SEF Rev. 14 1212

34. Traffic Control Detour Signs Not in Use.

Replace standard spec 643.3.8.6(6) with the following:

Immediately remove or cover signing when the detour is no longer in effect. When removing signs, remove all signs, posts, supports, and other potential associated hazards to the traveling public from within the right-of-way. SEF Rev. 14 1212

35. 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.

Meet with the engineer between 11:00 - 11:30 AM on Wednesdays at the Zoo Interchange project office on 2424 S. 102nd Street; West Allis to discuss and answer questions on the proposed schedule. Edit, delete and add closures to the detailed proposed 2-week lookahead schedule, as directed by the engineer, so that proposed closures meet specification requirements. Other edits, deletions or additions unrelated to meeting specification requirements may also be agreed upon with the engineer during the 11:00 AM meeting.

Every Wednesday at 2:00 PM, or as scheduled by the engineer, attend a weekly traffic meeting. The meeting will bring local agencies, project stakeholders, owner managers, owner engineers, contractors, document control and construction engineering personnel together to discuss traffic staging, closures and general impacts. Upon obtaining feedback from the meeting attendees, edit, delete and add information to the detailed 2-week lookahead closure schedule, as needed. Submit the revised 2-week look-ahead to the engineer. Obtain approval from the engineer for any mid-week changes to the closure schedule. Revise the 2-week look-ahead as required and obtain engineer approval. SEF Rev. 15 0319

36. Late Season Marking Requirements.

Replace standard spec 646.3.1.4(1) with the following:

Do not place wet reflective contrast tape marking after November 15 and before April 15 of the following calendar year unless both air and surface temperatures are 40 degrees F and rising. If those conditions are not met, apply epoxy marking material from the department's approved products list in the exact locations the plans show for wet reflective contrast tape. Maintain that marking until April 15. Then, unless the engineer allows otherwise, completely remove while installing wet reflective contrast tape. SEF 14 0312

37. Removing Raised Pavement Markers, Item 646.0790.S.

A Description

This special provision describes removing raised pavement markers.

B (Vacant)

C Construction

C.1 General

Remove the existing marker as the engineer directs.

Before beginning the work, locate automatic traffic recorder loops and other traffic control devices installed in the pavement. Do not damage these devices. Repair, to original installation specifications and operating condition, damage caused by contractor operations to these devices.

C.2 Finishing and Curing

Remove the marker and the epoxy.

D Measurement

The department will measure Removing Raised Pavement Markers by each raised pavement marker acceptably removed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
646.0790.S	Removing Raised Pavement Markers	Each

Payment is full compensation for removing and properly disposing of raised pavement markers.

38. Removing Pavement Markings Water Blasting, Item 646.0690.S.

A Description

This special provision describes removing pavement markings by water blasting. Conform to standard spec 646 and 647 as modified in this special provision.

B (Vacant)

C Construction

Use water blasting to remove the following:

- Markings in areas of temporary traffic shifts.
- Markings on bridge decks.
- Temporary markings on the final pavement surface.

- Where existing pavement is to remain and existing markings are in conflict with the final condition.
- Other locations as shown on the plan or directed by the engineer.

Completely remove pavement marking using a truck mounted ultra high pressure pump and water tank capable of delivering a minimum of 30,000 psi and up to 40,000 psi to waterjet nozzles. Use equipment with a vacuum recovery system that contains wastewater and debris to provide a clean, damp-dry surface, without a secondary cleanup operation. Do not scar or damage the pavement during the removal process. Limit water blasting to when the ambient temperature is at least 36 F and rising.

Properly dispose of the accumulated material off site.

D Measurement

The department will measure Removing Pavement Markings Water Blasting by the linear foot, up to a single 8-inch wide line, acceptably completed.

The department will measure Removing Special Pavement Markings Water Blasting as each individual arrow, symbol, or word, acceptably removed. The department will count removing an RXR symbol as three individual symbol removals.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 646.0690.S Removing Pavement Markings Water Blasting LF

Payment is full compensation for removal and disposal of all materials. 646-075 (20160607)

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

A Description

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

B Materials

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

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

C Construction

C.1 General

For quality assurance, provide the project 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
646.0841.S	Pavement Marking Grooved Wet Reflective	LF
	Contrast Tape 4-Inch	
646.0843.S	Pavement Marking Grooved Wet Reflective	LF
	Contrast Tape 8-Inch	

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary. 646-022 (20120615)

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

Standard spec 106.2 – Supply Source and Quality

Add the following to standard spec 106.2:

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

Department-Furnished Items	
Microwave Vehicle Detectors	
Pole-Mounted Cabinets	
Cellular Modems	
Wireless Ethernet Bridges	

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

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

Standard spec 106.3 – Approval of Materials

Add the following to standard spec 106.3:

Design/Shop Drawings

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

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

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

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

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

670-005 (20150630)

41. Intelligent Transportation Systems – General Requirements.

A Description

A.1 General

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

Unusual aspects of this project include:

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

A.2 Surge Protection

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

B Materials

B.1 General

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

All electrical equipment shall conform to the standards and requirements of the Wisconsin Electrical Code, the National Electrical Manufacturers Association (NEMA), National Electric Safety Council (NESC), Underwriter's Laboratory Inc. (UL) or the Electronic Industries Association (EIA), when applicable. All materials and workmanship shall conform to the requirements of the National Electrical Code (NEC), Rural Electrification Administration (REA), Standards of the American Society for Testing and Materials

(ASTM), American Association of State Highway and Transportation Officials (AASHTO), requirements of the plans these special provisions, the standard specifications, and to any other codes, standards, or ordinances that may apply. All system wiring, conduit, grounding hardware and circuit breakers shall be in conformance with the National Electrical Code. Whenever reference is made to any of the standards mentioned, the reference shall be considered to mean the code, ordinance, or standard that is in effect at the time of the bid advertisement.

B.2 Outdoor Equipment

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

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

B.3 Custom Equipment

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

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

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

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

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

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

B.4 Environmental Conditions

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

- 1. Vibration and Shock: Vehicle speed and classification sensors and any other equipment mounted atop poles or on structures shall not be impaired by the continuous vibration caused by winds (up to 90 mph with a 30 percent gust factor) and traffic.
- 2. Duty Cycle: Continuous
- 3. Electromagnetic Radiation: The equipment shall not be impaired by ambient electrical or magnetic fields, such as those caused by power lines, transformers, and motors. The equipment shall not radiate signals that adversely affect other equipment.

4. Electrical Power:

- a. Operating power: The equipment shall operate on 120-volts, 60-Hz, single-phase unless otherwise specified. It shall conform to its specified performance requirements when the input voltage varies from 89 to 135 volts and the frequency varies +3 Hz.
- b. High frequency interference: The equipment operation shall be unaffected by power supply voltage spikes of up to 150 volts in amplitude and 10 microseconds duration.
- c. Line voltage transients: The equipment operation shall be unaffected by voltage transients of plus or minus 20 percent of nominal line voltage for a maximum duration of 50 milliseconds. Equipment in the field shall meet the power service transient requirements of NEMA Standard TS-2 when connected to the surge protectors in the cabinets.

5. Temperature and Humidity:

- a. Field equipment: Equipment in the field shall meet the temperature and humidity requirements of NEMA Standard TS-2. Liquid crystal displays shall be undamaged by temperatures as high as 165 degrees F, and shall produce a usable display at temperatures up to 120 degrees F.
- b. Equipment in Controlled Environments shall operate normally at any combination of temperatures between 50 degrees F and 100 degrees F, and humidity's between 5 percent and 90 percent, non-condensing, and with a temperature gradient of 9 degrees F per hour.

B.5 Patch Cables and Wiring

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

B.6 Surge Protection

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

- 1. The protectors shall suppress a peak surge current of up to 10k amps.
- 2. The protectors shall have a response time less than one nanosecond.
- 3. The protector shall clamp the voltage between the two wires at a voltage that is no more than twice the peak signal voltage, and clamp the voltage between each wire and ground at 50 volts.
- 4. The first stage of protection shall be a three-element gas discharge tube, and the second stage shall consist of silicon clamping devices.
- 5. The protector shall also contain a resettable fuse (PTC) to protect against excessive current.
- 6. There shall be no more than two pairs per protector.
- 7. It shall be possible to replace the protector without using tools.

Cables carrying power to curve signs shall be protected at the cabinet by grounded metal oxide varistors of appropriate voltages. The varistors must be at least 0.8 inch in diameter.

C Construction

C.1 Thread Protection

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

C.2 Cable Installation

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

C.3 Wiring

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

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

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

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

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

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

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

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

C.4 System Operations

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

C.5 Surge Protection

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

D Measurement

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

E Payment

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

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

A Description

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

B Materials

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

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

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

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

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

C Construction

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

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

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

D Measurement

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

E Payment

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

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

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

673-010 (20100630)

43. Install Ethernet Switch, Item 675.0400.S.

A Description

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT675.0400.SInstall Ethernet SwitchEach

Payment is full compensation for installing an Ethernet switch; furnishing all necessary incidental hardware; and making all necessary connections. 675-040 (20100630)

44. Polyester Polymer Concrete Overlay with Milling and Trial Overlay, Item SPV.0035.001.

A Description

This special provision describes furnishing and applying a polyester polymer concrete overlay with a high molecular weight methacrylate (HMWM) resin prime coat, to the limits shown on the plans. Minimum thickness of finished overlay thickness to be as shown on plans.

Provisions in standard spec 509 for concrete masonry overlays apply unless otherwise specified herein.

B Materials

The polyester polymer concrete system shall consist of a polyester resin binder and aggregate, and a compatible primer.

B.1 Primer

The primer shall be a HMWM resin that is low viscosity, wax free, low odor, and shall meet the following requirements:

Property	Requirements	Test Method
Viscosity AB	≤ 25 cps	ASTM D 2196 – Brookfield
Viscosity	≥ 23 cps	RVT
Specific Gravity AB	>0.90	ASTM D 1475
Flash Point B	≥ 180°F	ASTM D 3278
Tack-free Time ^A	≤ 400 minutes	California Test Method 551
Vapor Pressure AB	≤ 0.04-in Hg	ASTM D 323
Volatile Content ^B	< 30%	ASTM D 2369
PCC Saturated Surface Dry	≥ 500 psi (24hrs)	California Test Method 551
Bond Strength ^C	\(\frac{2}{300} \text{ psi (24ii18)} \)	Camornia Test Method 331

A Value based on specimens or samples cured or aged and tested at 77°F

The initiator for the methacrylate shall consist of a metal drier and peroxide. These materials must be stored separately and in a manner which will not allow the materials to contact each other if spilled or if the packaging leaks.

B.2 Resin

The resin shall be an unsaturated isophthalic polyester-styrene co-polymer with the following properties:

Property	Requirements	Test Method
Viscosity AB	75-200 cps	ASTM D 2196 – Brookfield RVT
Specific Gravity AB	1.05-1.10	ASTM D 1475
Absorption	\leq 1 percent (24 hr)	ASTM D 570
Tensile Elongation	35-80 percent (7 days)	ASTM D 638
Tensile Strength	≥ 2,500 psi (7 days)	ASTM D 638
Styrene Content ^B	40-50 percent by weight	ASTM D2369
Silane Coupler	> 1 percent by weight of resin	
PCC Saturated Surface Dry Bond Strength ^C	≥ 500 psi (24 hrs)	California Test Method 551
Permeability to Chloride ion	≤ 100 coulombs (28 days)	AASHTO T 277

A Values are based on specimens or samples cured or aged and tested at 77°F

^B Test performed prior to adding the initiator

^C Value based on specimens or samples stored at 70±1°F

^B Test performed prior to adding initiator

^C Values are based on specimens or samples cured or aged and tested at 70°F

The silane coupler shall be an organsilane ester, gammamethacryloxypropyltrimethoxysilane. The promoter/hardener shall be compatible with methyl ethyl ketone peroxide and cumene hydroperoxide initiators.

B.3 Aggregates

For mixing with the polyester polymer resin, furnish natural or synthetic aggregates that have a proven record of performance in applications of this type. Furnish aggregates that are non-polishing; clean; free of surface moisture; fractured or angular in shape; and free from silt, clay, asphalt, or other organic materials. The fine aggregate shall be natural sand. The aggregate gradation shall meet either of the following gradation requirements:

Sieve Size	% Passing by Weight	% Passing by Weight
1/2-in	100	100
3/8-in	100	83-100
No. 4	62-85	65-82
No. 8	45-67	45-64
No. 16	29-50	27-48
No. 30	16-36	12-30
No. 50	5-20	6-17
No. 100	0-7	0-7
No. 200	0-3	0-3

The coarse aggregate shall have a Moh's hardness of 7.0 or greater. The percent wear shall not exceed 50%, and the weighted soundness loss shall not exceed 12% per ASTM C131and C88, respectively.

Aggregates shall have an absorption not to exceed 1% and the moisture content shall not exceed one half of the aggregate absorption. Aggregates retained on the No. 8 sieve shall have a maximum of 45% crushed particles. 100% of the aggregate retained on No.16 will have at least 1 fractured face and at least 80% will have at least 2 fractured faces of material as measured by ASTM 5821.

The finishing sand aggregate shall be commercial quality dry blast sand with an average absorption of no more than 1%. 95% of the sand shall pass the No. 8 sieve and at least 95% shall be retained on the No. 20 sieve.

B.4 Required Properties of Overlay System

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

Property		Requirements ^A	Test Method
Minimum	Compressive	2,000 psi (8 hrs)	ASTM C 579
Strength		5,000 psi (24 hrs)	Method B, Modified ^B
Set Time		30-120 minutes	ASTM C 266
Minimum Pu	ıll-off Strength	500 psi (24 hrs)	ACI 503R, Appendix A

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

B.5 Approval of Bridge Deck Polymer Overlay System

A minimum of 15 working days prior to the pre-construction meeting, submit to the engineer for approval the product data sheets and specifications from the manufacturer, product history/reference projects report, an overlay placement plan, and a certified materials report from an independent testing laboratory. The engineer may request samples of the primer, resin, and/or aggregate prior to application for the purpose of acceptance testing by the department.

The product history/reference projects report shall consist of a minimum of 3 bridge/roadway locations where the proposed overlay system has been applied, by the contractor, in Wisconsin or in locations with similar climate. Include contact names for the facility owner, current phone number and e-mail address, and a brief project description. These projects must have been open to traffic for at least 1 year.

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

C Construction

C.1 General

C.1.1 Pre-Installation Conferences

Conduct a pre-installation conference with the engineer and manufacturer's representative prior to initial construction to establish procedures for maintaining optimum working conditions and coordination of work. Furnish the engineer with a copy of the contractor's personnel experience record, recommended procedures, the manufacturer's instructions, and the polyester polymer overlay mix design including the recommended initiator percentages for the expected application temperature.

If issues arise during a single placement operation, hold an additional pre-installation conference prior to beginning subsequent overlay application operations within the project limits. The contractor is to notify the engineer of any changes in: personnel, procedures, manufacturer's instructions, or the polyester polymer overlay mix design including the recommended initiator percentages for the expected application temperature.

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

A manufacturer's representative familiar with the overlay system installation procedures shall be present at all times during pre-installation conferences, surface preparation, and overlay placement to provide quality assurance that the work is being performed properly.

C.1.2 Contractor Personnel Requirements

Experienced personnel are required to be actively present during the overlay application according to the following:

Experience and qualifications of crew foreman: Must be employee of the current company for at least one year in good standing with experience performing a minimum 2 applications of polyester polymer concrete overlays to highway bridge decks.

Experience and qualifications of crew/laborers: At least one laborer per 3 crew members must be an employees of the current company for at least one year in good standing with experience performing a minimum 2 applications of polyester polymer concrete overlays to highway bridge decks. In addition, laborers finishing the material in place must have at least 2 years of experience finishing concrete.

The engineer will accept or reject the contractor's personnel experience record. If the contractor does not provide personnel with the required experience and qualifications, the contractor will not be authorized to proceed with any work until replacement personnel are reviewed and accepted by the engineer. The engineer may suspend work if the contractor substitutes unqualified personnel for accepted personnel during construction.

C.1.3 Material Storage and Safety Plan

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

Safety Plan: Prior to arrival of the product on the job site, provide a product shipping, storage, and use safety plan to detail how the product will be delivered and stored on site in a manner that will not allow the constituent components to come in contact with each other in the event of a spill or container leakage. This plan must also include a description of the safety training workers applying the product have received regarding the product's use, and list any and all safety precautions which must be taken during application of the product.

C.1.4 Trial Overlay

Place trial overlay(s) on a properly prepared concrete base within the project limits to determine the initial set time and to demonstrate the effectiveness of the surface preparation, mixing, placing, and finishing equipment and techniques. Each trial overlay shall be the width and thickness of the proposed placement on the bridge and at least 50 ft long. The trial overlay(s) shall be tined in the same manner as the deck overlay. Construct trial overlay(s) in similar weather conditions as those expected during the construction of the deck overlay and at a similar time of day unless directed otherwise by the engineer. Use the same equipment and laborers/operators, including deck preparation equipment, as that which will be used for the deck overlay.

Perform tensile bond strength test on the trial overlay at three locations selected by the engineer per section C.3.3. Conduct all tests in the presence of the engineer. At the direction of the engineer, the contractor may leave trial overlay in place if acceptable.

The number of trial applications required shall be as many as necessary to demonstrate the contractor's ability to construct an acceptable overlay and competency to perform the work to the satisfaction of the engineer. If, after two trial applications, the engineer is not satisfied with the trial placements, hold another pre-installation conference, as described in Section C1.1. Do not proceed with deck overlay work prior to receiving the engineer's approval of the trial overlay(s).

Remove and dispose of all materials used in the trial overlay(s), including the concrete base, if necessary.

C.2 Deck Surface Preparation

Clean the entire surface of the bridge deck, sidewalk, and paving blocks receiving the polyester polymer concrete overlay using a suitable mechanical scarifyer. Accomplish this in a way that prevents hooking or tearing the reinforcing steel and that removes any existing polymer overlay as well as at least the minimum thickness of concrete from the deck surface shown on plans, but not more than the maximum depth approved by the engineer.

As specified on the plans, use material designed for concrete deck patching that is compatible with the polyester polymer concrete or Portland cement based patch mix to fill in deck repair areas for Preparation Deck Type 1, Preparation Deck Type 2, and Full Depth Deck Repair as defined by standard spec 509.3.4 and 509.3.8 respectively. Patching materials with magnesium phosphate shall not be used when the bridge is receiving a polyester polymer concrete overlay. Polyester polymer concrete shall not be used in full depth deck repair areas with a plan area larger than 10 ft by 10 ft or when the total amount of patching in a given span exceeds 10% of the deck area. All existing asphalt, magnesium phosphate, and epoxy patches, and any unsound concrete patches must be fully removed to sound concrete as part of the deck preparation process.

If polyester polymer concrete material is used to fill in deck repair areas, place patches after surface is prepared via shot blasting and cleaning as described below. Prime patch area as described in Section C.3.1 of this specification and place polyester polymer concrete material in patch areas a minimum of 1 hour before placing remainder of overlay or per the manufacturer's recommendation for placing deck patches of polyester polymer concrete, as approved by the engineer. If a Portland cement based patch mixed is to be used for deck repairs, the overlay cannot be placed until patches have cured for 28 days.

Determine an acceptable shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that provides a surface a profile meeting CSP 5 according to the International Concrete Repair Institute Technical Guideline No. 03732. Test the tensile bond strength according to ACI 503R, Appendix A of the ACI *Manual of Concrete Practice*. The surface preparation will be considered acceptable if the tensile bond strength

is greater than or equal to 250 psi or if there is a failure into the substrate where more than 50% of the core area has failed deeper than 1/4-in. Continue adjustment of the shotblasting machine and necessary testing until the surface is acceptable to the engineer or a passing test result is obtained. Test the tensile bond strength of the prepared concrete substrate at a minimum of 2 locations in the first 500 SF and a minimum of 1 location every additional 5000 SF, as determined by the engineer. Perform all tests in the presence of the engineer.

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

Prepare the entire deck (or portion of the deck to be overlaid in one placement when staged construction is being employed) using the final accepted adjustments to the shotblasting machine as determined above. Blasting shall remove all dirt, oil, asphalt, rubber, curing compound, paint, carbonation, grease, slurry, membranes, striping, rust, weak surface mortar, laitance, and other foreign or potentially detrimental materials. Thoroughly blast clean with hand-held equipment any areas inaccessible by the shotblasting equipment. Do not perform surface preparation more than 24 hours prior to the application of the primer. Blasted surface shall not be exposed to vehicular or pedestrian traffic other than that required for overlay placement.

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

Just prior to overlay placement, clean all dust, debris, and concrete fines from the deck surface including vertical faces of curbs and barrier walls up to a height of 2-in above the overlay with compressed air. The air stream must be free of oil and moisture. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely.

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

C.3 Application of the Overlay System

Apply the overlay system in accordance with the manufacturer's instructions.

Do not apply the overlay system if any of the following is true:

- Ambient air temperature is below or expected to drop below 50°F, or the manufacturer's recommended temperature, within 8 hours
- Deck surface temperature is below 50°F or above 100°F
- Moisture content in the deck exceeds 4.5% when measured by an electronic moisture meter or shows visible moisture after 2 hours when measured in accordance with ASTM D4263

- Rain is forecasted by the National Weather Service with a greater than 39% chance to occur within 4 hours of completion or it has rained within the last 24 hours
- Materials component temperatures are below 50°F or above 100°F
- Concrete age is less than 28 days, unless approved by the engineer
- Gel time is 10 minutes or less at predicted high air temperature for the day
- The relative humidity is greater than 85%

C.3.1 Application of the Primer

Apply primer to the deck surface within 5 minutes of mixing at approximately 1 gallon per 100 square feet or the rate specified by the manufacturer. Use a squeegee, roller, broom, low pressure sprayer, etc. to distribute the material uniformly and to completely cover the area receiving the overlay. Remove excess buildup and re-prime any areas that appear dry from absorbing material. Wait a minimum of 15 minutes or as recommended by the manufacturer before placement of the overlay. If the primed surface becomes contaminated, clean and re-prime it.

C.3.2 Application of the Overlay

Perform the handling and mixing of the polymer resin and hardening agent in a safe manner to achieve the desired results according to the manufacturer's instructions. Mix polyester polymer concrete using a plant/mixer calibrated according to the manufacturer's recommendations. Calibrate the plant/mixer in the presence of the engineer.

The polyester concrete shall be placed within 15-120 minutes after the primer has been applied, or per the manufacturer's recommendation.

The polyester concrete shall contain approximately 12% polyester resin by weight of dry aggregate; the exact percentage will be determined by the engineer during placement to enable proper finishing and texturing of the overlay surface.

The amount of initiator used in polyester concrete shall be sufficient to produce an initial set time between 30-90 minutes, or per manufacturer's recommendation, during placement, as determined using an initial-setting time Gillmore needle per ASTM C266.

If initial set does not occur within 30-90 minutes, the material must be removed and replaced at no additional cost.

Place the polyester polymer concrete before gelling or within 15 minutes of adding the initiator, whichever comes first, or within a more restrictive range if recommended by the manufacturer. Discard any polyester polymer concrete not placed within this time limit at no additional cost.

Consolidate and finish to the required grade and cross-section per standard spec 509. Taper at drains and expansion joints as specified by the manufacturer or as indicated on the plans. Terminating edges of the overlay may require application and finishing by hand trowel. Finishing and texturing equipment shall be fitted with vibrators and tines or other means of consolidating and texturing the polyester concrete to a compaction no less than 97% or as

recommended by the manufacturer. A vibratory screed may be used for placement lengths less than 300 ft. A roller type screed is not allowed. If a vibratory screed is used, the surface shall be tested in accordance with standard spec 415.3.10.

If the overlay is placed with a paving machine which incorporates tines, apply the finishing sand immediately after texturing. Otherwise, apply the finishing sand immediately before texturing or as directed by the manufacturer. The finishing sand must be applied before gelling occurs.

The finish sand shall be applied by either mechanical or hand dispersion immediately after strike-off, before gelling occurs. Apply at approximately 15 to 20 lbs per 100 ft² or until saturation as determined by the engineer.

Texture the overlay surface by transverse grooving as soon as the condition of the polyester polymer concrete will permit. Use a steel tined tool or a finned float with a single row of fins. Grooves shall be approximately 3/16-in wide at 3/4- to 1-in on center with a depth of approximately 1/8-in. Do not tine within 1 ft of gutters. Tining may be performed manually provided that the finish obtained is satisfactory to the engineer.

The completed polyester polymer concrete overlay surface shall be free of any smooth areas. Any surface defects shall be repaired by the contractor to the satisfaction of the engineer at no additional cost.

Allow material to fully cure to a firm, hard surface before allowing traffic on the overlay. Cure times will vary depending on product and ambient temperature; refer to manufacturer's recommendation. Before opening to traffic, a properly calibrated Schmidt hammer must register a value not less than 25. The overlay shall be protected from moisture while it cures.

Prior to opening to traffic, clean expansion joints and joint seals of all debris and polymer. All working deck joints shall be extended through the overlay and sealed according to plan details. If required by the engineer, a minimum of 3 days following opening to traffic, remove loosened aggregates from the deck, expansion joints, and approach pavement.

If the overlay is not completed within the work period (including if staged construction is used), the polyester polymer overlay edges shall be tapered unless directed otherwise by the engineer. Taper the edges at a 1:1 slope. Provide the transverse edge with a 1/2-in lip at the top of the taper so a feather edge is not required for the completion pour. Tapering is not necessary if there is less than a 3/4-in height difference in the elevation of the overlay section and the adjacent pavement. Prime the tapered portion and the vertical faces of butt joints of the previously placed overlay before placing the next portion of the overlay.

C.3.3 Acceptance Testing

C.3.3.1 Bond Strength

Between 24 and 48 hours after overlay placement, conduct two tensile bond tests per pour as specified in ACI 503R in the presence of the engineer and at locations specified by the engineer. Drill cores through the overlay and into the existing concrete a minimum of 1/4-

in but no more than 1/2-in. A passing test will have a tensile strength greater than 250 psi, or a failure into the substrate where more than 50% of the core area has failed deeper than 1/4-in. Immediately patch test core holes by blowing out with oil- and moisture-free compressed air and filling with polyester polymer concrete per manufacturer's instructions.

C.3.3.2 Smoothness Quality

Test the pavement surface at engineer-selected locations with a 10-foot straightedge or other engineer-specified device. The engineer may direct the contractor to mark and grind down areas showing high spots greater than 1/8 inch but not exceeding 1/4 inch in 10 feet. Grind until there are no deviations greater than 1/8 inch when retested with the straightedge. The engineer may direct the contractor to remove and replace areas with deviations greater than 1/4 inch in 10 feet.

C.4 Repair of Polyester Polymer Concrete Overlay

Repair all areas determined by the engineer to be unbonded, uncured, segregated, or damaged at no cost to the Department. Submit repair procedures from the manufacturer to the engineer for approval. Absent manufacturer's repair procedures and with the approval of the engineer, complete repairs according to the following: Cut the limits of the area to the top of the concrete; remove the overlay by scarifying, grinding, or other approved methods; shot blast or sand blast and air blast the concrete surface prior to placement of overlay material; and place the polyester polymer concrete overlay according to C.3.

D Measurement

The department will measure Polyester Polymer Concrete Overlay With Milling and Trial Overlay bid item in volume by the cubic yard acceptably completed. The department will not measure wasted material or material used for trial overlays.

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	Polyester Polymer Concrete Overlay with	CY
	Milling and Trial Overlay	

Payment for Polyester Polymer Concrete Overlay with Milling and Trial Overlay is full compensation for preparing the surface including milling of existing deck; for tensile bond testing; providing, hauling, placing, finishing, curing, and protecting the overlay; for cleanup; for sweeping/vacuuming and disposing of excess and waste materials; for materials needed for and construction, removal, and disposal of trial overlay(s); and for the presences of the manufacturer's representative on the site.

If Portland cement concrete is used for patching, the department will pay for that concrete under a separate bid item.

45. Portable Speed Trailer, Item SPV.0045.001.

A Description

This special provision describes furnishing, hauling, placing, erecting, re-erecting, operating, maintaining, moving and removal of portable speed trailers during the construction of this project.

B Materials

Furnish portable speed trailer in accordance to the pertinent requirements of standard spec 643 and the Manual on Uniform Traffic Control Devices (MUTCD), latest edition, for portable changeable message signs (PCMS).

Provide a battery powered device with a regulatory speed limit sign and a radar speed sign displaying speed in mph. The flash rate should be between 50 and 60 cycles per minute. The distance between the bottom of the display and the pavement shall be a minimum height of 5 feet, measured vertically from the bottom of the sign to the elevation of the near edge of the pavement.

C Construction

Furnish, haul, place, erect, re-erect, operate, maintain, move, and remove devices at locations as shown on the plans and as directed by the engineer.

Coordinate the placement and duration of these devices with the engineer at least 24 hours before its intended use and accommodate within the project. Provide an area to park the devices that is still visible to traffic.

Space five traffic control drums at ten foot intervals as needed in front of the portable speed trailer.

Move devices not performing as intended to the satisfaction of the engineer within 24 hours of notification.

D Measurement

The department will measure Portable Speed Trailer by the day acceptably completed. For this special provision, the number of days measured is defined as the number of calendar days that the portable speed trailer is used in moving operations or short-term stationary work. A calendar day begins with each deployment within a defined time period and exceeding two hours.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0045.001Portable Speed TrailerDay

Payment is full compensation for furnishing, hauling, placing, erecting, re-erecting, operating, maintaining, moving and removal of portable speed trailers during the construction of this project. Drums are paid separately under traffic control items. SEF Rev 14_1211

46. Dynamic Late Merge System, Item SPV.0045.002.

A Description

This special provision describes furnishing, installing, operating, maintaining, monitoring, and removing a dynamic late merge system (DLMS) and/or delay time system as shown in the plans as necessary during construction work. The DLMS and/or delay time system are types of Intelligent Work Zone Systems. Actual deployment locations to be determined in the field by the engineer and vendor/manufacturer based on ramp locations and other field conditions.

B Materials

Provide a DLMS consisting of static traffic control signs with temporary flashing beacons, Portable Changeable Message Signs (PCMS), Traffic Detectors (TD), and an Automated System Manager (ASM) per direction of traffic flow.

B.1 System Operations

Provide an ASM with a module that allows for user input of triggering data thresholds based on speed, vehicle occupancy, and/or volume detected by the connected vehicle detectors.

The DLMS must operate as a unit where the flashing beacons and the PCMS activate at the same time for the same scenario. The contractor may base system operation on as little as one traffic detector.

The ASM must ensure that the messages sent to the connected PCMS and flashing beacons are synchronized so that all the messages on all the PCMS are for the same traffic conditions.

Additionally, the ASM must contain a feature that displays a communications status of all the detectors and PCMS and displays a warning to the user if any PCMS or detectors are failing to communicate.

B.2 Portable Changeable Message Signs (PCMS)

Provide PCMSs in accordance to the bid item 643.1050 Traffic Control Signs PCMS.

B.3 Static Traffic Control Signs with Temporary Flashing Beacons

Provide static traffic control signs with temporary flashing beacons in accordance to standard spec 658.2.2, Traffic Signal Faces.

B.4 Traffic Detectors (TD)

Provide TDs that are non-intrusive and capable of capturing traffic speed (mph), traffic vehicle occupancy, and traffic volume. Arrange coordination between the vendor/manufacturer and the engineer as to quantity and location of TD(s), and as to which

specific detector(s) shall collect speed, occupancy, and volume data, and for what duration. The location of the TD(s) may not correspond with the location of the PCMSs.

B.5 Automated System Manager (ASM)

Provide ASM that assesses current traffic data captured by the TDs, determine the appropriate merging strategy based upon pre-determined criteria, and communicate appropriate messages to the traveling public through the PCMS. Provide real-time data from the ASM to a website. Locate the ASM within the project limits or house at a remote facility of the vendor's choosing.

Provide access to the ASM website, including speed and volume data, and current PCMS message, to project staff.

B.6 Data

Provide speed, occupancy, and volume data that are available to the department's staff at all times for the duration of work zone activity. Historical data must be password protected and stored on the website for each day the system is in use, with date and time stamps included. Provide an electronic copy of all data to the department staff each week for the duration of work zone activity and until the DLMS has been removed.

B.7 System Settings

Provide a password protected login to the ASM settings input module so that department staff may modify the settings used to trigger messages through the PCMS, modify or create messages for the respective PCMS for each respective traffic condition, and override the DLMS to display messages for other traffic conditions.

B.8 System Acceptance

Within 14-days after the bid opening the apparent low-bidder must submit vendor verification that the system will adequately perform the functions specified in this special provision. Adequate verification includes past successful performance of the system in Wisconsin, successful deployments in neighboring states, literature and references from successful use of the system by other agencies, and/or demonstration of the system to designated department staff upon request.

Within 14-days of receipt of the materials, the department will review the submittals and notify the contractor regarding acceptability of the proposed system, comments regarding inadequacies of the submittal to address, or denial of the proposed system due to failure to meet the requirements of this specification. Upon receipt of the department comments, the submittal and review cycle will begin again. Based on the comments from the department, resubmit materials to address issues or propose an alternate system within the materials submittal and review cycle described above.

Provide the contact information for a designated representative responsible for monitoring the performance of the system and for making modifications to the operational settings as directed by the engineer.

Furnish all testing and calibration equipment.

C Construction

C.1 General

Provide a DLMS that accommodates a minimum of four distinct traffic conditions: Free Flow, Congestion, Loss of DMS Communication, and Manual Override.

Have the system in place and operational seven days in advance of the start of lane closures.

C.2 System Operation Strategy

Arrange that the vendor/manufacturer coordinate system operation, detection, trends/thresholds, and messaging parameters with; the engineer, the Southeast Region Work Zone Engineer, Rebecca Klein (262) 822-5947; the department's Bureau of Traffic Operations representative, Jeff Madson, (414) 225-3723; and the construction contractor.

Free Flow:

The free flow traffic conditions are to be determined by WisDOT and input by the designated representative or department staff as directed by the engineer, but typical traffic conditions that warrant this strategy may include:

Trend of vehicle speeds at one or more point above an adjustable parameter. This parameter should be set for optimal results based on on-site monitoring and review as directed by the engineer.

Typically greater than 50 mph may be utilized as a guideline.

A trend of vehicle volume at one or more point below an adjustable parameter. This parameter should be set for optimal results based on on-site monitoring and review as directed by the engineer. Typically less than 1000 vehicles/hour/lane may be utilized as a guideline.

A trend including increased vehicle speeds together with reduced volume. These parameters should be set for optimal results based on on-site monitoring and review as directed by the engineer.

During Free Flow conditions, display no lane use messages, and therefore allow traffic to resume typical early merge operation.

Congestion:

The congestion traffic conditions are to be determined by WisDOT, but typical traffic condition warrants may include:

A trend of vehicle speeds at one or more points below an adjustable parameter. This parameter should be set for optimal results based on on-site monitoring and review as directed by the engineer. Typically less than 45 mph may be utilized as a guideline.

A trend of vehicle volume at one or more point above an adjustable parameter. This parameter should be set for optimal results based on on-site monitoring and review as directed by the engineer. Typically greater than 1500 vehicles/hour/lane may be utilized as a guideline.

A trend including reduced vehicle speeds together with increased volume. These parameters should be set for optimal results based on on-site monitoring and review as directed by the engineer.

When traffic conditions warrant a change to the late merge strategy, activate the temporary flashing beacons and display lane use messages on the PCMS together. Example messages for congestion traffic conditions are below. Locate the PCMS in advance of the lane closure as determined by the engineer and system provider based upon estimated queue lengths and project geometry.

Quantity and approximate locations of PCMS for various stages are shown in the plans.

The individual PCMS in the system shall initially display the following messages:

Point of merge:

MERGE HERE - TAKE TURNS

Intermediate PCMS:

DO NOT MERGE – USE ALL LANES

PCMS located beyond estimated maximum queue length:

IH 43 NORTH – BACKUPS AHEAD

Loss of Communication:

If the DLMS has a loss of communication between the TD locations, display no message on the PCMS and display a warning message on the ASM interface.

Manual Override

If the DLMS is needed to provide additional information due to other traffic concerns, the engineer will have the capability to manually override the PCMS display. The WisDOT Statewide Traffic Operations Center will also have the capability via website to change messages. Arrange that the vendor/manufacturer document all override messages.

C.3 Calibration and Testing

After the DLMS has been installed, the vendor shall successfully perform a field test and calibration at the DLMS location to verify the system is detecting accurate vehicle speeds and volumes, accurately relaying the information to the ASM and then to the PCMS.

Verify that the traffic flow information (speeds, volumes and occupancy) obtained from each TD is within +/- 5 percent of each of two 10- minute manual data periods.

D Measurement

The department will measure Dynamic Late Merge Sign per each system complete per day. Arrange that the vendor/manufacturer provide technical personnel for all system calibration, operation, maintenance, and timely on-call support services.

Upon notification to the designated contractor representative of a perceived deficiency in the operation of the system, or any individual part of the system, corrections to the system must be made within 24-hours. Failure to correct the deficiency will result in deduction of payment due the contractor for each day in which the deficiency is not corrected.

Any day in which the DLMS, or any individual part of the system is not working properly for more than 30 minutes will result in one day being deducted from the quantity measured for payment. It is the engineer's sole discretion to assess the deductions for an improperly working DLMS. There will be no deductions in payment if the engineer decides not to use the DLMS at anytime, even though the DLMS is fully functioning.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0045.002Dynamic Late Merge SystemDay

Payment is full compensation for furnishing, installing, operating, maintaining, monitoring, and removing the complete system, including Portable Changeable Message Signs (PCMS), Traffic Detectors (TD), an Automated System Manager (ASM), data, system acceptance, and traffic control signs with temporary flashing beacons.

47. Remove and Reset Existing Crash Cushion, Item SPV.0060.001.

A Description

This special provision describes temporarily removing existing crash cushions to accommodate bridge deck milling and concrete overlay placement or placement of methacrylate sealer. After placement of the concrete overlay or methacrylate sealer the existing crash cushion will be re-installed.

B (Vacant)

C Construction

C.1 Removal of Existing Crash Cushion

Remove the existing crash cushion in accordance with bid item 204.9060.S, Removing Crash Cushion, except as modified herein.

Prior to removal of the existing crash cushion, inspect the assembly for damaged components that require replacement and notify the engineer. The contractor is responsible for replacement of any components damaged by the removal process, and the cost of

replacing and installing these replacement components is included with this bid item. Replacement components shall be new and according to the manufacturer requirements.

Fully remove the existing crash cushion assembly, with the exception of the anchor bolts. Existing anchor bolts shall remain in place. Use caution when removing the crash cushion assembly to not cut or damage the existing anchor bolts, which will be re-used.

C.2 Reset Existing Crash Cushion

Reinstall the existing crash cushion in accordance with standard specification Section 614. Reinstall according to the manufacturer requirements for new installations.

D Measurement

The department will measure Remove and Reset Existing Crash Cushion as each unit of work acceptably completed, where one unit includes removal and reinstallation of one crash cushion system.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.001Remove and Reset Existing Crash CushionEach

Payment is full compensation for removal and reinstallation of the existing crash cushion system, protection of the existing anchor bolts during removal operations, and replacement of all components damaged by the removal or re-installation process.

48. Clean Drains, Item SPV.0060.002.

A Description

This special provision describes cleaning, removing, and disposing of all debris and obstructions from existing bridge deck drains.

B (Vacant)

C Construction

Clean all drains identified in the plans. Clean by shoveling, vacuuming, or whatever means necessary to provide unobstructed drainage within the bridge deck drain casting. Do not flush debris down the drain into the downspout system.

Remove all debris within the drain casting and any debris lodged in the drain grate. The drain grate should be removed and replaced if necessary to facilitate cleaning operations. Repair or replace any damage to the drain casting, grate or downspout at no expense to the department.

Collect and properly dispose of all removed waste off site, in accordance with section 204 of the standard specifications.

D Measurement

The department will measure Clean Drains as each individual drain casting and grate, acceptable cleaned. The limits of one drain include the area between the top of deck and the connection between the drain casting and the downspout pipe. Cleaning of the downspout pipe is not included with this item.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.002Clean DrainsEach

Payment is full compensation for removing all debris from the bridge deck drains; for removing and resetting of the drain grates if necessary; and for disposing of the waste material.

Cleaning of the connected downspout pipe system will be paid for under separate bid items.

49. Baseline CPM Progress Schedule, Item SPV.0060.003; Monthly CPM Progress Schedule Updates, Item SPV.0060.004.

Replace standard spec 108.4 with the following:

108.4 Critical Path Method Progress Schedule 108.4.1 Definitions

The department defines terms used in 108.4 as follows:

Activity

An administrative or construction task performed during the course of the project with a defined duration, and scheduled (or actual) start and finish dates.

Critical Path

The longest continuous chain of activities through the CPM schedule that establishes the minimum overall project duration.

Construction Activity

Construction activities are discrete work activities performed by the contractor, subcontractors, utilities, or third parties within the project limits.

CPM Progress Schedule

A Critical Path Method (CPM) Progress Schedule is a network of logically related activities. The CPM schedule calculates when activities can be performed and establishes the critical or longest continuous path or paths of activities through the project.

Float

Float, as used herein, is the total float of an activity; i.e., it is the amount of time between the date when an activity can start (the early start), and the date when an activity must start (the late start). In cases where the total float of an activity has a different value when calculated based on the finish dates, the lower (more critical) value will govern.

Forecast Completion Date

The completion date predicted by the latest accepted CPM Update, which may be earlier or later than the contract completion date, depending on progress.

Fragnet

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

Initial Work Plan

The initial work plan is a time-scaled CPM schedule showing detailed activities for the first 90 calendar days of work and summary level activities for the remainder of the project.

Intermediate Milestone Date

A contractually required date for the completion of a portion of the work, so that a subsequent portion of the work or stage of traffic phasing may proceed.

Master Program Schedule

The department's schedule for the overall Zoo Interchange Freeway Program, including intermediate milestone dates and contract completion dates, and containing codes for use as a template for the development of the contractor's schedule.

Master Project Schedule

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

Work Breakdown Structure (WBS)

A framework for organizing the activities that make up a project by breaking the project into successively greater detail by level. A WBS organizes the project work. It does not address the sequencing and scheduling of project activities.

108.4.2 Department's Master Schedules

108.4.2.1 Master Project Schedule

If requested by a bidder or by the contractor, the department will supply its Master Project Schedule for the contract work, developed during design. The Master Project Schedule is not a direction on how to perform the work. The Master Project Schedule reflects one possible approach to the work, consistent with the phasing requirements.

108.4.2.2 Master Program Schedule

Within five business days after award, the department will provide its current Master Program Schedule, containing intermediate milestone constraints, standard activity codes, and a standard WBS for the contractor to use to develop its schedule.

108.4.2.3 Use of Department's Master Schedules

The department's Master Schedules provide information to assist the contractor in preparing its schedule. The Master Schedules are not contract documents. The logic contained in the Master Schedules is not intended to alter or supplement contract requirements for the phasing of the work, but to reflect those requirements.

108.4.3 Contractor's Scheduling Responsibilities

Prepare and submit a CPM progress schedule that accurately reflects the plan for the performance of the work, based on the physical requirements of the Work, and Traffic Phasing requirements. The CPM schedule is the contractor's committed plan to complete all work within the completion deadlines. Full responsibility is assumed for the prosecution of the work as shown. The CPM schedule is not part of the contract. Schedule the Work in the manner required to achieve the completion date and intermediate milestone dates specified in the Prosecution and Progress Special Provision.

Use the department-provided Master Program Schedule as a template to develop the Initial Work Plan and the Baseline CPM Progress Schedule. Use the Master Program Schedule's ID coding structure to categorize activities by Contract, Stage, Location, and Responsibility to ensure compatibility with the Master Program Schedule and with schedules prepared by other contractors. Add additional activity codes as necessary, but do not delete the coding structure provided.

To ensure compatibility with the Master Program Schedule, use the latest version of Primavera Project Planner (P6), by Primavera Systems, Inc., Bala Cynwyd, PA to prepare the Initial Work Plan, Baseline CPM Progress Schedule, and Monthly CPM Updates.

Designate a Project Scheduler who will be responsible for scheduling the Work and submit a professional resume describing a minimum of three years of scheduling experience on urban, interstate-highway reconstruction work of similar size and complexity, including recent experience with P6. Obtain approval of the submitted resume prior to scheduling the work.

108.4.4 Submittals

108.4.4.1 Initial Work Plan

Within ten business days after the Initial Work Plan Workshop, as scheduled in section 103.10, submit an Initial Work Plan as follows:

1. Develop the Initial Work Plan using the Master Program Schedule as a template. Identify the contemplated start and completion dates for each activity.

- 2. Provide a detailed plan of activities to be performed within the first 90 calendar days of the contract. Provide construction activities with durations not greater than 28 calendar days (20 business days), unless the engineer accepts requested exceptions.
- 3. Provide activities as necessary to depict administrative work, including submittals, reviews, and procurements that will occur within the first 90 calendar days of the contract. Show additional activities that require department review or approval. Activities other than construction activities may have durations greater than 28 calendar days (20 business days). Allow 21 calendar days (15 business days) for department review of submittals.
- 4. Provide summary activities for the balance of the project. Summary activities may have durations greater than 28 calendar days (20 business days).
- 5. Submit three copies of the Initial Work Plan in a compressed (XER) format on three separate CDs.
- 6. The engineer will accept the contractor's Initial Work Plan or provide comments within five business days after receipt of the Initial Work Plan. Address comments and resubmit the Initial Work Plan as necessary. Do not begin work until the engineer accepts the Initial Work Plan. The department will use the initial work plan to monitor the progress of the work until the Baseline CPM Progress Schedule is accepted.
- 7. Submit an updated version of the Initial Work Plan on a monthly basis until the engineer accepts the Baseline CPM Progress Schedule. With each update, include actual start dates, completion percentages, and remaining durations for activities started but not completed. Include actual finish dates for completed activities.
- 8. Ensure the Initial Work Plan shows completing the work within the interim completion dates and specified completion date.
- 9. Include activities that describe essential features of the work and activities that might potentially delay contract completion. Identify activities that are controlling items of work.

108.4.4.2 Baseline CPM Progress Schedule

Within 15 business days after the CPM Scheduling Workshop, as scheduled in section 103.10, submit a Baseline CPM Progress Schedule and written narrative. The department will use the schedule to monitor the progress of the work.

1. Develop the Baseline CPM using the Master Program Schedule as a template. The Baseline CPM is the contractor's committed plan to complete the Work within the time frames required to achieve the contract completion date and intermediate milestone dates.

- 1.1 Provide a detailed plan of activities to be performed during the entire contract duration, including all administrative and construction activities required to complete the work as described in the contract documents. Provide construction activities with durations not greater than 28 calendar days (20 business days), unless the engineer accepts requested exceptions.
- 1.2 Provide activities as necessary to depict administrative work, including submittals, reviews, procurements, inspections, and all else necessary to complete the work as described in the contract documents. Activities other than construction activities may have durations greater than 28 calendar days (20 business days). Allow 21 calendar days (15 business days) for department review of submittals.
- 1.3 Submit a temporary drainage plan showing the interface between various stages of a project as well as the interface with adjacent projects.
- 1.4 Include activities that describe essential features of the work and activities that might potentially delay contract completion. Identify activities that are controlling items of work.
- 1.5 Show completing the work within interim completion dates and the specified completion date.
- 1.6 Provide summary activities for the balance of the project. Summary activities may have durations greater than 28 calendar days (20 business days).
- 1.7 Provide activities as necessary to depict third party work related to the contract.
- 1.8 Make allowance for specified work restrictions, non-working days, time constraints, calendars, and weather; and reflect involvement and reviews by the department, and coordination with adjacent contractors, utility owners, and other third parties.
- 1.9 With the exception of the Project Start Milestone and Project Completion Milestone, all activities must have predecessors and successors. The start of an activity shall have a Start-to-Start or Finish-to-Start relationship with preceding activities. The completion of an activity shall have a Finish-to-Start or Finish-to-Finish relationship with succeeding activities. Do not use Start-to-Finish relationships. Do not use Finish-to-Start relationships with a lag unless the engineer accepts requested exceptions.
- 1.10 Schedule all intermediate milestones in the proper sequence and input as either a "Start-no-Earlier-Than" or "Finish-no-Later-Than" date. Provide predecessors and successors for each intermediate milestone as necessary to model each Stage of the Work. Unless the engineer accepts a requested exception, the schedule

should encompass all the time in the contract period between the starting date and the specified completion date.

- 1.11 Using the bid quantities and unit prices, develop an anticipated cash-flow curve for the project, based on the Baseline CPM.
- 2. Provide three hard copies of a hand-drawn or electronically drafted logic diagram depicting the CPM network. Organize the logic diagram by grouping related activities, based on the activity codes in the CPM.
- 3. Provide a written narrative with the baseline CPM explaining the planned sequence of work, as-planned critical path, critical activities for achieving intermediate milestone dates, traffic phasing, and planned labor and equipment resources. Use the narrative to further explain:
 - 3.1 The basis for activity durations in terms of production rates for each major type of work (number of shifts per day and number of hours per shift), and equipment usage and limitations.
 - 3.2 Use of constraints.
 - 3.3 Use of calendars.
 - 3.4 Estimated number of adverse weather days on a monthly-basis.
 - 3.5 Scheduling of permit and environmental constraints, and coordination of the schedule with other contractors, utilities, and public entities.

Submit three copies of the Baseline CPM in a compressed (XER) format on three separate CDs.

Within ten business days of receiving the Baseline CPM, the engineer will provide comments and schedule a meeting for the contractor to present its Baseline CPM and answer questions raised in the engineer's review.

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

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

The department will only make progress payments for the value of materials, as specified in 109.6.3.2, until the contractor has submitted the Baseline CPM Schedule. The department will retain 10 percent of each estimate until the department accepts the Baseline CPM Schedule.

The engineer will accept the Baseline CPM based solely on whether the schedule is complete as specified in this section. The engineer's acceptance of the schedule does not modify the contract or validate the schedule.

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

108.4.4.3 Monthly CPM Updates

Submit CPM Updates on a monthly basis after acceptance of the Baseline CPM as follows:

- 1. Include actual start dates, completion percentages, and remaining durations for activities started but not completed, and actual finish dates for completed activities, through the final acceptance of the project.
- 2. Include additional activities as necessary to depict additions to the contract by changes and logic revisions as necessary to reflect changes in the contractor's plan for prosecuting the work.
- 3. Include a narrative report that includes a brief description of monthly progress, changes to the critical path from the previous update, sources of delay, potential problems, work planned for the next 30 calendar days, and changes to the CPM schedule. Changes to the logic of the CPM schedule include the addition or deletion of activities and changes to activity descriptions, original durations, relationships, constraints, calendars, or previously recorded actual dates. Justify changes to the CPM schedule in the narrative by describing associated changes in the planned methods or manner of performing the work or changes in the work itself.
- 4. Submit three copies of each CPM Update in a compressed (XER) format electronically, as agreed to with the department.
- 5. If additions or changes were made to the CPM schedule since the previous update, submit an updated hard copy of the revised logic diagram.

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

108.4.4.4 Three-Week Look-Ahead Schedules

Submit Three-Week Look-Ahead Schedules on a weekly basis after the notice to proceed (NTP). The schedule 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. Actual as-built dates for completed activities through final acceptance of the project.
- 3. Planned work for the upcoming two-week period.
- 4. The activities underway and critical RFIs and submittals, based on the CPM schedule.
- 5. Details on other activities not individually represented in the CPM schedule.

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.

108.4.4.5 Weekly Production Data

Provide estimated and actual weekly production rates for items of work on a weekly basis as follows:

- 1. Data on the following items by area or station:
 - 1.1 Bridge Construction
 - a. Concrete Overlays Each Span
 - b. PPC Overlays Each
 - 2 Lighting System
 - a. Lighting Each Unit
- 2. The actual daily production for the past week and the anticipated weekly production for the next week.

Submit the data in an electronic spreadsheet format at the same time the Three-Week Look-Ahead is submitted. On a weekly basis, the department and the contractor shall agree on the production data or document any disagreements.

108.4.5 Progress Review Meetings

108.4.5.1 Weekly Progress Review Meetings

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

108.4.5.2 Monthly Update Review Meetings

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

108.4.6 CPM Progress Schedule Revisions

Revision by the contractor if necessary due to changes in the Work or project conditions and authorized by the engineer, a CPM Progress Schedule Revision may be submitted, although the next Monthly CPM Update is not yet due. Prepare the CPM Revision in the same format as required for Monthly CPM Updates, including justification for changes to the schedule. The process for comment and acceptance of a CPM Revision will be the same as for Monthly CPM Updates. If the CPM Revision is accepted, prepare the next monthly update based on the revised CPM. If the CPM Revision is rejected, prepare the next monthly update based on the previous month's update.

Engineer's Right to Request Revisions—The engineer will monitor the progress of the work and may request revisions to the CPM schedule. Revise the schedule as requested by the engineer, and submit a CPM Progress Schedule Revision within ten business days of the request. The process for comment and acceptance of a CPM Revision will be the same as for Monthly CPM Updates. The engineer may request that the contractor revise the CPM schedule for one or more of the following reasons:

- 1. The forecast completion date is scheduled to occur more than 14 calendar days after the contract completion date.
- 2. An intermediate milestone is scheduled to occur more than 14 calendar days after the date required by the contract.
- 3. The engineer determines that the progress of the work differs significantly from the current schedule.
- 4. A contract change order requires the addition, deletion, or revision of activities that causes a change in the contractor's work sequence or the method and manner of performing the work.

108.4.7 Documentation Required for Time Extension Requests

To request a time extension to an intermediate milestone date or the contract completion date associated with changes to the work, provide a narrative detailing the work added or deleted and the other activities affected, based on the latest accepted CPM Update. For added work, submit a proposed fragnet of activities to be added or revised in the CPM schedule, indicating how the fragnet is to be tied to the CPM schedule.

To request a time extension to an intermediate milestone date or the contract completion date associated with delays to the work, provide a narrative detailing the affected activities

and the cause of the delay, based on the latest accepted CPM Update. Requests for time extensions due to delays should meet the following criteria:

- 1. For requests to extend the contract completion date, include a description of how the delay affected the project's critical path, based on the latest accepted CPM Update.
- 2. For requests to extend an intermediate milestone date, include a description of how the delay affected the controlling (longest) path to the milestone, based on the latest accepted CPM Update.
- 3. The department and the contractor agree that the float is not for the exclusive use or financial benefit of either party. Either party has the full use of the float on a first come basis until it is depleted.

108.4.8 Payment for CPM Progress Schedule

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.003	Baseline CPM Progress Schedule	Each
SPV.0060.004	Monthly CPM Progress Schedule Updates	Each

The department will only make progress payments for the value of materials, as specified in 109.6.3.2.1, until the Baseline CPM schedule has been submitted. The department will retain ten percent of each estimate until the department accepts the Baseline CPM schedule.

The department will only make progress payments for the value of materials, as specified in 109.6.3.2.1, until the Monthly CPM schedule updates have been submitted. The department will retain ten percent of each estimate until the department accepts the Monthly CPM schedule update.

Payment is full compensation for all work required under these bid items. The department will pay the contract unit price for the Baseline CPM schedule after the department accepts the schedule. Then, the department will pay the contract unit price for each Monthly CPM Update acceptably completed.

SEF Rev. 15 0817

50. Traffic Control Local Road Lane Closures, Item SPV.0060.005.

A Description

This special provision describes furnishing the labor and equipment required for closing and subsequently opening a local road lane or lanes in accordance to standard spec 643, the plans, and as directed by the engineer.

B (Vacant)

C Construction

Drums and barricades may remain along the roadway when the local road is open to traffic. Handle signs according to the spec "Traffic Control Detour Signs Not in Use" when the local road is open.

D Measurement

The department will measure Traffic Control Local Road Lane Closures by each individual local road lane or two-lane closure that is set up and subsequently removed in each traffic direction within a 24 hour time period, 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 Local Road Lane Closures Each

Payment is full compensation for closing and subsequently opening a local road lane or lanes. Drums, barricades, lights, arrow boards and signs will be paid for separately under the various traffic control items.

SEF 15 0114

51. Lamp Disposal High Intensity Discharge, Item SPV.0060.006.

A Description

This special provision describes the packaging and delivering of high intensity discharge (mercury vapor, metal halide, and high-pressure sodium) lamps removed under this contract to the "destination facility" for disposal as hazardous materials.

B Materials

C Construction

All removed lamps shall be handled to prevent breakage. Any broken bulbs shall be disposed of in the same manner as unbroken. All bulbs shall be sent to a commercial lighting lamp recycler, meeting the definition of a "destination facility" and operate under a state permit or RCRA equivalent authority to perform lamp recycling in accordance with RCRA 40 CFR 273.6. Provide a copy of the paid bill from the recycler to the department to prove the proper handling of the lamps. The bill needs to identify the total quantity of each type of lamps received. Web site www.lamprecycle.org provides information on recyclers. Inclusion of a recycler in the above web site does not constitute an endorsement by the department.

D Measurement

The department will measure Lamp Disposal High Intensity Discharge as each individual unit delivered to the destination facility. Payment will be contingent upon the department receiving a copy of the paid lamp recycler's (destination facility) bill for the disposal of the

lamps. Bill must identify the quantity of each types of lamps disposed. Email the paid bill to SE Region Lighting Engineer Mr. Eric Perea at Eric.Perea@dot.wi.gov. Payment will not be made if the bill is incomplete or illegible.

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.0060.006 Lamp Disposal High Intensity Discharge. Each

Payment is full compensation for handling, packaging, delivering the lamps to an authorized destination facility and emailing a copy of the paid bill to the department.

Payment will be in addition to payment for the work under which the lamps are removed from service.

52. Remove Existing HPS Luminaire and Replace with LED C, Item SPV.0060.007.

A Description

This special provision describes removing existing HPS luminaires and furnishing and installing utility type LED C luminaires at the positions shown in the plan. Lamp disposal is paid under a separate bid item.

B Materials

Luminaires furnished and installed shall be utility type LED-C luminaires in accordance with Bid Item 659.1125 and the Wisconsin DOT Qualified Product Listing for LED C luminaires. Provide new luminaire type identification plaque consisting of a white stripe on an orange background in accordance with Standard Detail Drawing 10 A 2-3.

C Construction

Remove existing HPS Luminaire and dispose of lamp. Contractor is responsible for the disposal of the removed luminaire. Install LED C luminaire in accordance to the pertinent provisions of section 659 of the standard specifications and in accordance with the manufacturer instructions.

D Measurement

The department will measure Remove Existing HPS Luminaire and Replace with LED C as each individual luminaire acceptably completed. The plaque is incidental to the cost of the replacement luminaire. Lamp disposal is paid under a separate bid item SPV.0060.006 Lamp Disposal High Intensity Discharge.

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 Remove Existing HPS Luminaire and Replace with LED C Item

Payment is full compensation for removing, hauling and disposal of materials and furnishing all materials; installing a complete luminaire; for furnishing all documentation.

53. Remove Existing HPS Luminaire and Replace with LED D, Item SPV.0060.008.

A Description

This special provision describes removing an existing HPS fixture along with furnishing and installing utility type LED D luminaires at the positions shown in the plan. Lamp disposal for the removed HPS fixture is paid under a separate bid item

B Materials

Luminaires furnished and installed shall be utility type LED D luminaires in accordance with Bid Item 659.1130 and the department's Qualified Product Listing for LED D luminaires. Provide new luminaire type identification plaque consisting of an orange background in accordance with Standard Detail Drawing 10 A 2-3.

C Construction

Remove existing HPS Luminaire and dispose of lamp. Contractor is responsible for the disposal of the removed luminaire. Install LED D luminaire in accordance to the pertinent provisions of section 659 of the standard specifications and in accordance with the manufacturer instructions.

D Measurement

The department will measure Remove Existing HPS Luminaire and Replace with LED D as each individual luminaire acceptably completed. The plaque is incidental to the cost of the replacement luminaire. The HPS lamp disposal is paid under bid item SPV.0060.006 Lamp Disposal High Intensity Discharge.

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	Remove Existing HPS Luminaire and Replace	Each
	with LED D	

Payment is full compensation for removing, hauling and disposal of the luminaire, furnishing all materials; installing a complete luminaire; for furnishing all documentation.

54. Remove Existing HPS Probeam and Replace with LED Probeam Luminaire, Item SPV.0060.009.

A Description

This special provision describes removing existing probeam type and furnishing and installing LED probeam luminaires at the positions shown in the plan. Probeam is a generic name that applies to tunnel fixtures that are suitable for mounting at low mounting heights (20'+/-) and project light only in one direction. The units are mounted such that the light is only projected in the direction of travel, i.e. a probeam configuration. The disposal of the HPS lamps from the existing HPS fixture will be paid for under a separate bid item.

B Materials

The replacement LED luminaires shall be mountable on the bottom of the existing 20' x 20" horizontal mounting plate. New holes can be drilled in this plate to account for a different bolt pattern. The unit cannot have a depth of greater than 12-inches since this would protrude into the required clearance beneath the mounting plate. The led luminaire must project the about 80% of a minimum of 10,000 lumens over a minimum area of 20-feet on both side of the fixture (total 40 feet) and project evenly 55-feet forward with a 20-foot mounting height. Clear areas between the mounting plate and the fixture shall be protected with bird spikes to insure adequate cooling in the future.

Probeam Luminaire shall be manufactured by Holophane, model number TNLED-3-4K-1-AS-CCB-DGRA-l or equal as manufactured by GE Lighting Model TMBt-1-80-AC-40-530-N-6-B1 (rotate unit so light is aimed in the direction of traffic & roll fixture (tilt) 20-deg) or Schreder model OMNISTAR. Submit for approval an electronic copy of the photometrics of the submitted fixture to allow comparison.

C Construction

Remove existing HPS Probeam luminaire and dispose of lamp per SPV.0060.006 Lamp Disposal High Intensity Discharge. The contractor is responsible for the disposal of the removed luminaire. Install probeam luminaire in accordance to the pertinent provisions of Section 659 of the standard specifications and in accordance with the manufacturer instructions. If the mounting bracket has movable joints to allow tilting of the fixture, drill and place a cotter pin or double nutted bolt thru the movable parts to insure the unit does not change tilt after years of vibration caused by traffic.

D Measurement

The department will measure Remove Existing HPS Probeam and Replace with LED Probeam Luminaire as each individual luminaire acceptably completed. Lamp disposal will be paid under a separate bid item, SPV.0060.006 Lamp Disposal High Intensity Discharge.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.009Remove Existing HPS Probeam and Replace withEach

LED Probeam Luminaire.

Payment is full compensation for removing, hauling and disposal of materials and furnishing all materials; and for installing a complete luminaire.

55. Remove Existing HPS Wallpack and Replace with LED Wallpack, Item SPV.0060.010.

A Description

This special provision describes removing the existing HPS Wallpack and furnishing and installing an underdeck luminaire type LED Wallpack at the positions shown in the plan. Lamp disposal is paid under a separate bid item.

B Materials

Luminaires furnished and installed shall be underdeck luminaires type LED Wallpack in accordance with the department's Qualified Product Listing for Luminaires Underdeck LED Wallpack.

C Construction

Remove existing HPS Wallpack luminaire and dispose of lamp. Contractor is responsible for the disposal of the removed luminaire. Install Luminaire Underdeck LED Wallpack luminaire in accordance to the pertinent provisions of section 659 of the standard specifications and in accordance with the manufacturer instructions.

D Measurement

The department will measure Remove Existing HPS Wallpack and Replace with LED Wallpack as each individual luminaire acceptably completed. Lamp disposal is paid under a separate bid item SPV.0060.006 Lamp Disposal High Intensity Discharge.

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 Remove Existing HPS Wallpack and Replace with LED Wallpack

Payment is full compensation for removing, hauling, and properly disposing of all materials and furnishing all materials; installing a complete luminaire; and for furnishing all documentation.

56. Tunnel Luminaire Cleaning and Relamping 200 Watt HPS, Item SPV.0060.011; Tunnel Luminaire Cleaning and Relamping 400 Watt HPS, Item SPV.0060.012.

A Description

This special provision describes the cleaning and relamping of tunnel luminaires. At the same locations, inspect the installation and troubleshoot nonfunctioning luminaires. Report problems to the engineer, or repair for payment under separate items of work, as directed by the engineer. Perform work conforming to standard spec 651 and 659, and as herein provided.

B Materials

Furnish clear high-pressure sodium vapor lamps from a department-approved manufacturer and rated for a life of 24,000 hours or more. Use encapsulated plug-in igniters. Furnish sockets attached to high-grade porcelain bases that completely encase the metal shell. Secure the socket shell with 2 or more fasteners. Incorporate a means to lock the lamp into the socket shell that ensures positive lamp contact. Provide materials conforming to standard spec 659.2.

C Construction

Append standard spec 659.3 with the following:

- (1) Which Luminaires. Clean and relamp all luminaires listed
- (2) **Inspection, Limited Testing and Troubleshooting**. For the purpose of this article, delete standard spec 651.3.3 (6) and (7), and substitute the following: Record any obvious damage, electrical malfunction, electrical hazards, and other potential problems with the existing installation, that are encountered, and convey such information to the engineer at the end of the work day. Replace blown fuses for separate payment. Replace nonfunctioning luminaires with state-furnished materials, for separate payment, and furnish and install a lamp. When outages for which the repair is beyond the scope of this contract are encountered, convey this information in writing to the engineer. This will complete the contractor's work for inspection and troubleshooting at that location. Demonstrate the function of lamps at the end of the closure period for that lane or tunnel. Thereafter, the twenty-day prove-in period will be waived.
- (2) Cleaning and Relamping; Other Incidental Work. Level and aim each luminaire that is of a type that can be leveled or aimed. Clean the optical surfaces, consisting of the reflector and both sides of the lens or refractor, with a detergent solution and two rinses. Lightly wipe with a damp chamois to remove dirt film, and polish with a non-abrasive compound free of wax or silicone, leaving the reflector bright.

In lieu of the manual cleaning process, an automatic washer designed specifically for the cleaning of refractors or lenses may be used, provided that, in the judgment of the engineer, it produces a final cleaning result equal to the washing process described above.

Throughout the cleaning process, keep the gasket dry.

D Measurement

The department will measure Spot Luminaire Maintenance Tunnel (Various) by each unit acceptably completed. Lamp disposal will be paid under a separate bid item, SPV.0060.006 Lamp Disposal High Intensity Discharge.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.011	Tunnel Luminaire Cleaning and Relamping 200 Watt HPS	Each
SPV.0060.012	Tunnel Luminaire Cleaning and Relamping 400 Watt HPS	Each

Payment is full compensation for removing and properly disposing of materials, performing maintenance, and providing materials.

57. Light Pole Rat Screens, Item SPV.0060.013.

A Description

Furnish and install light pole rat screens for any freeway lighting pole that does not currently have a rat screen. Replace any rat screen that appears to be deficient or in need of repair.

B Materials

Construct rat screens of an approved galvanized steel mesh material. Secure to the base plate with stainless banding, additionally secured with stainless screws into the base plate.

C Construction

Remove any existing rat screens that appears to be deficient i.e. appears to have voids in coverage and dispose of them off the site. Clean the base area of any foreign material or debris prior to installing new rat screens.

D Measurement

The department will measure Light Pole Rat Screens by each unit acceptably installed.

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.0060.013	Light Pole Rate Screens	Each

Payment is full compensation for furnishing and installing rat screens; cleaning the site; and for properly disposing of old materials.

58. Direct Current Power Controller, Item SPV.0060.016.

A Description

This special provision describes furnishing and installing a direct-current converter for use in maintaining the charge on a 12-VDC battery connected to it. The converter and battery will be used to power a vehicle detector and associated communications devices and protect the detector and communications devices from improper voltage, over current, and short circuits.

B Materials

The power controller must provide the following features and meet or exceed the following minimum requirements:

- Minimum of 100W maximum output power,
- Over current, over temperature, over voltage, and short circuit protections,
- Remote on/off capability,
- Input voltage between 9-VDC and 36-VDC,
- Under voltage power down at 8-VDC and power up at 8.8-VDC,
- 20A time delay input fuse,
- Output maximum capacitive load of 2,200 μF,
- Output line regulation from high line to low line of 0.2%,
- Output load regulation from full load to zero load of 0.2%,
- Voltage accuracy of +/- 1.5%,
- Continuous short circuit protection,
- Over current protection between 110% and 140% of nominal output current,
- Over voltage protection between 115% and 140%,
- Over temperature protection shutdown at 220°F (105°C),
- Must comply with RoHS 2011/65/EU (CE) regulations,
- Must feature isolation voltage and isolation resistance protection,
- Must have a minimum operating temperature range of between -5°F (-40°C) and +185°F (+85°C),
- Must be no larger than 4.25-inches X 4.25-inches X 2-inches,
- Must weigh no more than 2-pounds,
- Must accept wire sizes of between No. 22 AWG and No. 12 AWG,
- Must have a minimum of a 9-pin connector for connecting input and out connections and the functional features of the device.

C Construction

Install the power controller in a new or existing cabinet as shown on the plans or as directed by the engineer.

Connect new or existing power conductors to the input terminals.

Connect new wires from the output terminals to a 12-VDC battery (paid for separately).

Connect the 12-VDC battery to the power distribution terminal in the new or existing cabinet.

Connect the vehicle detector(s) (paid for separately) and communications devices (paid for separately).

D Measurement

The department will measure Direct Current Power Controller as each unit acceptably completed; furnished and installed, connected to devices, and made functional in accordance with the contract.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.016Direct Current Power ControllerEach

Payment is full compensation for furnishing and installing the Direct Current Power Controller; and for connecting it to the associated battery.

59. 12-Volt Detector Battery, Item SPV.0060.017.

A Description

This special provision describes furnishing and installing a 12-VDC battery for use in powering a vehicle detector system and associated communications devices. The battery will be connected to a direct current power controller (paid for separately) to maintain the charge on the battery and to power 12-VDC detection and communications devices.

B Materials

The 12-Volt battery must provide the following features and meet or exceed the following minimum requirements:

- Valve-regulated, gelled-electrolyte battery with lead calcium alloy plates,
- Nominal voltage of 12-Volts,
- Maximum dimensions of 8-inches X 7-inches X 7-inches,
- Maximum weight of 35-pounds,
- Nominal 20-hour capacity at 68°F (20°C) of 40 Amp-hours,
- Operational temperature range of between -76°F (-60°C) and +140°F (+60°C).

C Construction

Install the battery in a new or existing cabinet as shown on the plans or as directed by the engineer.

Connect new wires from the power controller (paid for separately) to the battery.

Connect new wires from the battery to the power distribution terminal in the new or existing cabinet.

D Measurement

The department will measure 12-Volt Detector Battery as each unit acceptably completed, furnished and installed, connected to devices, and made functional in accordance with the contract.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.017 12-Volt Detector Battery Each

Payment is full compensation for furnishing and installing the 12-Volt Detector Battery; for connecting it to the associated power controller and devices.

60. 24-Volt Power Supply, Item SPV.0060.018.

A Description

This special provision describes furnishing and installing a 120-VAC to 24-VDC power supply for use in powering a remote vehicle detector system through a DC power controller (paid for separately) and battery (paid for separately).

B Materials

The 24-Volt Power Supply must provide the following features and meet or exceed the following minimum requirements:

- Input voltage of between 85-VAC and 115-VAC,
- Nominal output voltage of 24-VDC,
- Output wattage of 50-W,
- Over current protection of 105% of rating with automatic recovery.
- Over voltage protection between 27.60-VDC and 33.60-VDC,
- Operating temperature range of -4°F (-20°C) to 155°F (+70°C),
- Operating humidity range of 20% to 90%, non-condensing,
- Must meet the following agency approvals:
 - o UL60950-1,
 - o C-UL (CSA60950-1),
 - o EN60950-1,
 - o EN50178,
 - o UL508 (Except Option J),
 - o Complies with DEN-AN,
 - o FCC-B,
 - o VCCI-B,
 - o CISPR22-B,
 - o EN55011-B,
 - o EN5501-B
 - o IEC61000-3-2 Class A for harmonic attenuator.
- Maximum size of 2-inches X 3.5-inches X 4-inches
- Maximum weight of 1-pound.

C Construction

Install the power supply in a new or existing cabinet as shown on the plans or as directed by the engineer.

Connect the existing AC power source conductors to the power supply terminals.

Connect the conductors to the remote vehicle detector system.

D Measurement

The department will measure 24-Volt Power Supply as each unit acceptably completed, furnished and installed, connected to devices, and made functional in accordance with the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.018	24-Volt Power Supply	Each

Payment is full compensation for furnishing and installing the 2; for connecting it to the associated power controller and devices.

61. Install Ethernet Bridge, Item SPV.0060.019.

A Description

This special provision describes installing a department-furnished Ethernet bridge at a new or existing cabinet or new or existing pole.

B Materials

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

Department-furnished materials include the following:

- One 900 MHz Ethernet bridge
- One 900 MHz Ethernet bridge antenna.
- One 900 MHz Ethernet bridge antenna mounting bracket.

Contractor-furnished materials include the following:

- Mounting hardware.
- Outdoor rated 900 MHz Ethernet bridge cable.

C Construction

Bond the surge suppressor to the cabinet grounding system.

Install the 900 MHz Ethernet bridge in a point-to-multipoint configuration as shown on the plans and as directed by the engineer.

Use the manufacturer's set-up software to configure the Ethernet bridge radio for its intended use. Use the signal strength indicator on the radio to find the optimum position. Also perform a frequency analysis to determine the optimal hop pattern of the radios and test the continuity of the link by polling the radios using the software provided. The position of the radio and the hop pattern shall be adjusted until the polls show at least 200 consecutive polling intervals have been successfully transmitted and received. Demonstrate to the engineer that the hop pattern selected corresponds to the optimal noise free frequencies identified in the frequency analysis. Deliver 3 copies of the final test results for signal strength, frequency analysis, and test polling.

D Measurement

The department will measure Install Ethernet Bridge as each individual unit acceptably completed and operational.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.019Install Ethernet BridgeEach

Payment is full compensation for installing, setting up, configuring, and testing the 900 MHz Ethernet bridge and antenna; and for furnishing and installing the cable.

62. Replace Plaque Sequence Identification on Existing Poles, Item SPV.0060.020.

A Description

This special provision describes the replacement of plaque sequence identification on existing freeway lighting poles. This work shall be in accordance with the latest edition of the Standard Detail Drawing S.D.D.10 A 2.

B Materials

Materials shall confirm pertinent requirements of the latest edition of the Standard Detail Drawing S.D.D.10 A 2.

C Construction

Use construction methods in conformance to the above referenced standard detail drawing. Remove any existing plaque material that is loose, bubbling or interferes with the adherence of the new plaques. Do not damage the pole.

D Measurement

The department will measure Replace Plaque Sequence Identification on Existing Poles as each acceptably completed replacement (alpha-numeric pole identification along with the luminaire type identification) plaque ID on a pole. Replacement of the plaques for both luminaires on a twin pole constitutes two plaques replaced.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.020 Replace Plaque Sequence Identification on Each

Existing Poles

Payment is full compensation for furnishing and installing the materials.

63. Mobilizations Emergency Pavement Repair, Item SPV.0060.021.

A Description

Furnish and mobilize personnel, equipment, traffic control, and materials to the project site to repair the existing pavement on an emergency basis as the engineer directs. An emergency is a sudden occurrence of a serious and urgent nature, beyond normal maintenance of the existing pavement.

B (Vacant)

C Construction

Mobilize with sufficient personnel, equipment, traffic control, materials and incidentals on the jobsite within 4 hours of the engineer's written order to repair the existing pavement on an emergency basis.

D Measurement

The department will measure Mobilizations Emergency Pavement Repair as each individual mobilization acceptably completed. The department will not include delivering and installing pavement repair or maintenance materials provided for in specific contract bid items. All traffic control items used for each Mobilization will be considered incidental to the Mobilization.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.021Mobilizations Emergency Pavement RepairEach

Payment is full compensation for the staged moving of personnel, moving equipment, setting up and removing traffic control, traffic control materials, and moving materials. The department will pay separately for delivery and installation of payment repair

materials under the other bid items in this contract. The department will not pay separately for traffic control items and materials even though they may be included in other bid items in this contract and will consider them incidental to each Mobilization.

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64. Fuse Holders, Item SPV.0060.022; Fuses Type FNQ, Item SPV.0060.023.

A Description

This special provision describes luminaire fusing to be performed as an adjunct to luminaire conversion from HPS to LED, for separate payment, or as otherwise directed by the engineer. Determine if fuses need replacement. If so, install. Also determine if fuse holders need replacement. No measurement will be made if fuses and fuse holders are installed as a part of the bid item for pole wire, which is Electrical Wire Lighting 12 AWG. This work shall be in accordance with the pertinent provisions of standard spec 659 and as herein provided.

B Materials

Materials shall confirm pertinent requirements of standard spec 659.2.

C Construction

Use construction methods in conformance to standard spec 659.3.2. This section also covers materials requirements.

D Materials

The department will measure Fuse Holders and Fuses Type FNQ by each unit acceptably installed; both items will be measured in cases where both are replaced.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.022	Fuse Holders	Each
SPV.0060.023	Fuses Type FNQ	Each

Payment is full compensation for furnishing and installing the materials; and for troubleshooting or inspecting to determine if fuses or fuse holders are necessary.

65. Inspect Downspout System, Item SPV.0060.024.

A Description

This special provision describes inspecting the downspout drainage system to determine if it requires cleaning.

B (Vacant)

C Construction

Inspect the existing downspout drainage system, at the locations noted on the plans, to determine if the system is clogged and requires cleaning. Inspect from the connection with the deck drain casting to the outlet end. If the downspout outlet is below ground, determine if blockage of the pipe exists below the ground line.

Clean out plugs shall be removed and replaced to verify the conditions at each downspout system. Replace any missing or damaged cleanout plugs with the appropriate type. Replacement of up to two replacement cleanout plugs per downspout system will be considered as incidental to the bid item "Inspect Downspout System."

Notify the engineer of any damage observed to the existing downspout system, as well as which downspout systems are clogged.

Obtain access as necessary to perform the downspout inspections. Coordination with private property owners will be necessary to gain access from the ground.

Abandoned downspout pipes, which are no longer in service, do not require inspection.

D Measurement

The department will measure Inspect Downspout System as each downspout system inspected. One downspout system is defined as the system of connected downspout piping which drains to one pipe outlet, and may be connected to several deck drains.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.024Inspect Downspout SystemEach

Payment is full compensation for obtaining access to the downspout locations; for inspecting the downspout system for blockages and damage; and for replacing missing cleanout plugs.

66. Clean Downspout System, Item SPV.0060.025.

A Description

This special provision describes cleaning, removing, and disposing of all debris and obstructions from existing bridge downspout systems.

B (Vacant)

C Construction

The downspouts which require cleaning will be identified under the bid item "Inspect Downspout System" and confirmed by the engineer. Do not clean any downspouts until approved by the engineer.

Downspouts shall be cleaned by rodding, vacuuming, or whatever means necessary to provide unobstructed drainage within the bridge downspout piping system. If cleaning below the ground line is required, perform cleaning at the direction of the engineer. Do not flush debris with water, unless all waste material can be collected. Remove all debris within the downspout system. Repair or replace any damage to the drain casting, or downspout at no expense to the department.

Collect and properly dispose of all removed waste off site, in accordance with standard spec 204.

Obtain access as necessary to perform the downspout cleaning. Coordination with private property owners will be necessary to gain access from the ground.

Abandoned downspout pipes, which are no longer in service, do not require cleaning.

D Measurement

The department will measure Clean Downspout System as each downspout system acceptably cleaned. One downspout system is defined as the system of connected downspout piping which drains to one pipe outlet, and may be connected to several deck drains.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.025Clean Downspout SystemEach

Payment is full compensation for obtaining access to the downspout locations; for removing all debris from the bridge downspout system; and for disposing of the waste material.

67. Field Splice Paint Inspection, Item SPV.0060.026.

A Description

This special provision describes inspecting and performing adhesion testing for existing paint at steel girder field splices to determine if cleaning and overcoating is required at each location

B (Vacant)

C Construction

Inspect the condition of the existing paint system at each field splice line noted on the plans to determine if cleaning and overcoating is required. If any peeling or otherwise unsound paint is observed, the entire field splice line should be cleaned and painted under the bid item, "Overcoating Field Splices." Adhesion testing is not required if peeling or unsound paint is observed.

If no unsound paint is visually observed at girders and splice plates along a given field splice line, proceed with adhesion testing. Perform adhesion testing according to ASTM D3359, Method A. Perform two adhesion tests along each field splice line, at representative locations on the web splice plates. If requested by the engineer, perform up to three additional adhesion tests along each field splice line to confirm the paint condition. Adhesion tests results should be rated according to the scale provided in ASTM D3359, Method A. Summarize the results of the visual inspection and adhesion testing at each field splice line, and submit to the engineer.

Paint over the areas tested for adhesion with one coat of a color closely matching the existing paint. Use the approved topcoat paint provided under bid item "Overcoating Field Splices." Solvent clean the touch up area according to SSPC-SP1, prior to painting. When painting, minimize overlap onto the existing paint. Notify the engineer before painting over the adhesion test areas, to allow for inspection.

D Measurement

The department will measure Field Splice Paint Inspection, completed in accordance with the contract and accepted, as each line of field splices inspected, including all required adhesion testing and touch up painting along that line.

All girders and plates within a given line of field splices should be inspected, and constitute a quantity of one, as shown on the plans.

E Payment

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

ITEM DESCRIPTION UNIT

NUMBER

SPV.0060.026 Field Splice Paint Inspection EACH

Payment is full compensation for visual inspection of the existing field splice paint; for adhesion testing of the existing field splice paint; for reporting of the inspection results; and for touch up painting.

68. Overcoating Field Splices, Item SPV.0060.027.

A Description

This special provision describes cleaning and painting steel girder field splices as hereinafter provided.

A.1 Areas to be Cleaned and Painted

Field splice locations at multiple structures will be inspected at the locations noted on the plans under bid item "Field Splice Paint Inspection". Clean and paint field splices at locations based on the results of that inspection if either of the following conditions are met, or as directed by the engineer:

- 1. Peeling or unsound paint is observed.
- 2. Adhesion test results are rated as 4A or worse, according to the scale provided in ASTM D3359, Test Method A.

Do not perform cleaning and painting of any field splice without the engineer's approval. Approximate painting quantities are provided below:

Areas to be Cleaned and Painted with Two Coats

		Total Area with SP-1 &
Structure No.	Field Splice Number(s)	SP-2 cleaning (sf)
B-40-1111-1	7	585
B-40-1111-2	11, 12, 14, 15	1,450
B-40-1123-1	6, 7, 8, 10, 11, 12	920
B-40-1123-2	13, 15	300
B-40-1132	3, 4	440
B-40-1211-1	8	735
B-40-1211-2	11, 12, 13, 14	1,400
B-40-1221-1	3, 5, 6	360
B-40-1222	10	130
B-40-1231-1	2, 3, 4, 5, 10, 11	1,660
B-40-1231-2	13, 14, 15, 16, 17, 18,	2,475
	19, 20, 21	
B-40-1321	2, 3	260
B-40-1421-1	1	140
B-40-1421-2	1, 2, 8, 9	460
B-40-1422-1	4, 5, 7, 8	610
B-40-1422-2	9, 10, 11, 12	510

B Materials

Provide a two or three coat paint system selected from the department's approved products list for structure overcoating, minimum surface preparation (SP-3).

If primer is required, as described below, use a compatible organic zinc-rich primer of the manufacturer's recommendations.

C Construction

C.1 Surface Preparation

Prior to overcoating, or surface preparation, solvent clean all surfaces to be overcoated in accordance with SSPC-SP1. Remove all visible oil, grease, soil and other soluble contaminants from the surface.

After solvent cleaning remove all loose paint according to SSPC-SP3 power tool cleaning, within the limits shown on the plans. Remove loose paint to a firm edge, and the sound paint should be feathered for a minimum of 1 1/2 inches to achieve a smooth transition between the prepared steel and the existing coating. Use caution to avoid damaging the existing primer, which is to remain intact, unless it is not well adhered to the base metal.

Remove rust according to SSPC-SP11 power tool cleaning to bare metal. Sound paint should be feathered for a minimum of 1-1/2 inches to achieve a smooth transition between the prepared steel and the existing coating.

After removing loose paint and rust, apply soluble salt-eliminating solution (as approved by the engineer) direct to surface (DTS) sufficient to wet out the entire surface being prepared. The DTS solution is to be scrubbed over the surface vigorously with a nylon bristle brush or similar tool. After scrubbing is completed, the surface is to be rinsed and flushed with a quantity of the same wash solution. The surface is then to be tested by a surface chloride contamination test kit (as approved by the engineer) to ascertain the contaminant level is below 15 ppm. Test frequency shall be one test per spot repair area for the first three areas being prepared for painting, then one test per 5 spots thereafter. If any test exceeds the specified limits, that spot is noncompliant and shall be retreated with the soluble salt-eliminating solution and shall be retested. After any noncompliant tests, the next three spots shall be tested for compliancy.

Remove all abrasive or paint residue from steel surfaces with a High Efficiency Particulate Abatement (HEPA-VAC) vacuum cleaner equipped with a brush-type cleaning tool. All waste must be contained and collected as hereinafter provided.

Mask off the existing paint outside the overcoating limits, with a straight edge, to protect the adjacent paint system during the cleaning and painting operations. Take care to protect freshly coated surfaces from subsequent cleaning operations. Painted surfaces damaged by the contractor's operation shall be repaired, as directed by the engineer, at the contractor's expense.

C.2 Priming

Spot apply primer to any bare steel within the overcoating limits. Apply primer the same day as cleaning, or re-clean before application to all steel not covered by the existing primer.

C.2 Painting

Prior to painting, stripecoat all splice and girder edges and all bolts and nuts within the designated painting area. Paint by applying two to three coats of an approved coating system as specified herein to the surfaces as described in A.1 from the department's approved products list for structure overcoating with minimal surface preparation SP3.

The existing top coat paint color is Federal Color Number 25177 (Denim). Color match the top coat of paint for overcoating to paint samples from the existing structures to account for fading of the existing paint since the original construction. Obtain a total of three paint samples from representative field splice locations within the project limits, and color match to obtain a representative color for use throughout the project. Provide a color sample of the color matched paint to the engineer for approval. Color matching the existing paint is incidental to the bid item "Overcoating Field Splices".

C.3 Coating Application

Apply paint in a neat, workmanlike manner. The resultant paint film shall be smooth and uniform without skips or areas of excessive paint. Apply coating in accordance to the manufacturer's recommendations.

Apply paint system with a brush or roller. Spraying is not allowed. Do not paint outside the limits of surface preparation. Existing paint should be masked off with a straight edge to maintain a clean painted edge.

Dry Film Thickness per coat shall be a minimum of 3-mil. The dry film thickness shall be determined by use of a magnetic film thickness gage. The gage shall be calibrated for dry film thickness measurement in accordance to SSPC-PA 2.

During surface preparation and coating application, the ambient and steel temperature shall be between 39 and 100 degrees F. The steel temperature shall be at least 5 degrees F above the dew point temperature, and the relative humidity shall not exceed 85%.

C.4. Containment and Collection of Waste

The existing paint system does not contain lead, and is not considered hazardous waste.

Evaluate project specific conditions to determine appropriate containment of paint droplets, spills and overspray during application.

Contain and collect all waste generated by the surface preparation and painting operations. Collect and store all waste materials at the end of each workday or more often if needed. Store materials in lidded containers and secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water.

Collect all waste generated by vacuuming, shoveling, sweeping, or by channeling it directly to disposal containers. Each work location shall be thoroughly cleaned at the end of each work day.

Properly dispose of all generated waste at an acceptable facility.

D Measurement

The department will measure Overcoating Field Splices, completed in accordance with the contract and accepted, as each individual field splice cleaned and painted.

One field splice at I-girder bridges is defined as the exposed painted surfaces of the web, top flange and bottom flange that comprise one I-girder.

One field splice at trapezoidal box girder bridges is defined as the outside, exposed painted surfaces of the top flanges, webs, and bottom flange that comprise one box girder.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.027 Overcoating Field Splices EACH

Payment is full compensation for preparing and cleaning the designated surfaces; for furnishing and applying the paint; for obtaining color samples and color matching the paint; and for containment, collection, and disposal of all waste generated.

69. Cover Plate Replacement, Item SPV.0060.028.

A Description

This special provision describes replacing damaged parapet cover plates at a modular expansion joint.

B Materials

Furnish steel plate conforming to ASTM A36 steel. All cover plate surfaces are to be galvanized in accordance with ASTM A123.

C Construction

Prepare shop drawings showing details of the assembly for approval by the engineer.

Remove the existing damaged cover plate as shown on the plans, and verify measurements for fabrication of the replacement plate. Fabricate and install the replacement plate in accordance with the plan details, the manufacturer's and supplier's approved shop drawings, and as directed by the engineer.

Repair or replace any damage caused by the contractor to the existing parapet cover plates or expansion device at no expense to the department.

D Measurement

The department will measure Cover Plate Replacement as each location acceptably repaired. Each location is defined as one entire parapet cover plate assembly to be repaired.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.028Cover Plate ReplacementEach

Payment is full compensation for removing the damaged cover plate components; for furnishing and installing the replacement cover plate components; and for galvanizing.

70. Traffic Control Close- Open Freeway to Freeway System Ramp, Item SPV. 0060.030.

A Description

This special provision describes providing traffic control devices for closing and re-opening a freeway to freeway system ramp as the plans show, according to standard spec 643, as directed by the engineer, and as provided in this special provision.

B (Vacant)

C Construction

Install, and maintain all drums, barricades, lights, Portable Changeable Message Signs (PCMS), arrow boards, detour signs, and signs required for closing a freeway entrance ramp.

Drums, barricades, and signs may remain outside the clear zone of the roadway when the freeway entrance ramp is open to traffic with prior approval by the engineer. All devices must meet FHWA crashworthiness standards and not pose a hazard to the traveling public. Immediately remove or cover signing when the detour is no longer in effect unless otherwise directed by the engineer.

D Measurement

The department will measure Traffic Control Close- Open Freeway to Freeway System Ramp by each individual closure acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	U NI
SPV. 0060.030	Traffic Control Close- Open Freeway to Freeway System Ramp	T EA C

Payment is full compensation for closing, maintaining, and re-opening a freeway to freeway system ramp.

Closure or partial closure of adjacent auxiliary lanes will be made as necessary at no additional cost to the department. Closure to a ramp not deemed necessary by the engineer will be made at no additional cost to the department.

Drums, barricades, PCMS, arrow boards, detour signs and other signs, covering signs, and sign removal will be paid for separately under the various traffic control items.

71. Traffic Control Interim Freeway Lane Closure, Item SPV. 0060.031.

A Description

This special provision describes providing, adjusting, and readjusting an existing lane closure's traffic control items that were previously established on the freeway to add an additional one, two, or three lane closure as the plans show, according to standard spec 643, as directed by the engineer, and as provided in this special provision.

B (Vacant)

C Construction

Install and maintain all drums, barricades, lights, Portable Changeable Message Signs (PCMS), arrow boards, detour signs, and signs required for closing interim freeway lanes. Return the traffic control items as the engineer directs to their original state or position upon removal of the additional one, two, or three lane closure.

D Measurement

The department will measure Traffic Control Interim Freeway Lane Closure as each individual freeway one, two or three lane closure setup and later removed in each traffic direction, acceptably completed.

E Payment

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

ITEM	DESCRIPTION	UNI
NUMBER		T
SPV.	Traffic Control Interim Freeway Lane	EAC
0060.031	Closure	Н

Payment is full compensation for setup and later removal in each traffic direction for adjusting or readjusting an existing freeway lane closure to include an additional one, two, or three lane closure.

Drums, barricades, lights, portable changeable message boards, arrow boards, signs, detour signs, removing signs, and covering signs will be paid for separately under the various traffic control items.

72. Traffic Control Close-Open Freeway Entrance Ramp, Item SPV.0060.032.

A Description

This special provision describes providing traffic control devices and closing, maintaining, and re-opening a freeway entrance ramp and associated auxiliary lane as the plans show, according to standard spec 643, as directed by the engineer, and as provided in this special provision.

B (Vacant)

C Construction

Install and maintain all drums, barricades, lights, Portable Changeable Message Signs (PCMS), arrow boards, detour signs, and signs required for closing a freeway entrance ramp.

Drums, barricades, and signs may remain outside the clear zone of the roadway when the freeway entrance ramp is open to traffic with prior approval by the engineer. Immediately remove or cover signing when the detour is no longer in effect or as directed by the engineer.

D Measurement

The department will measure Traffic Control Close-Open Freeway Entrance Ramp by each individual ramp closure acceptably completed.

E Payment

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

ITEM	DESCRIPTION	UNIT
NUMBER		
SPV.0060.032	Traffic Control Close-Open Freeway	EACH
	Entrance Ramn	

Payment is full compensation for closing, maintaining, and re-opening a freeway entrance ramp.

Closure or partial closure of adjacent auxiliary lanes will be made as necessary at no additional cost to the department. Closure to a ramp not deemed necessary by the engineer will be made at no additional cost to the department. Drums, barricades, lights, arrow boards, PCMS, detour signs and other signs, covering signs, and sign removal will be paid for separately under the various traffic control items.

73. Temporary Pavement Marking Wet Reflective Removable Tape 4-Inch, Item SPV.0090.001.

A Description

This special provision describes applying temporary pavement markings in accordance to the standard spec 649, as shown in the plans, as directed by the engineer and as hereinafter provided.

B Materials

Provide temporary pavement marking 3M Stamark Wet Reflective Removable Tape Series 780.

C Construction

Apply the wet reflective tape according to product application specifications.

D Measurement

The department will measure Temporary Pavement Marking Wet Reflective Removable Tape 4-Inch in length by the linear foot acceptably completed.

E Payment

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

ITEM DESCRIPTION UNIT
NUMBER
SPV.0090.001 Temporary Pavement Marking LF
Wet Reflective Removable Tape
4-Inch

Payment is full compensation for furnishing, applying, maintaining the temporary wet reflective pavement marking tape for the duration of the contract, and for pavement marking removal; including dust and residue collection and disposal.

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74. Downspout Special, Item SPV.0090.002.

A Description

This special provision describes replacing damaged sections of existing downspouts and constructing new sections of downspouts at the locations shown on the plans and as directed by the engineer.

B Materials

Furnish downspout pipe and the required fittings that match the existing pipes being connected to.

If the existing downspout piping is reinforced thermosetting resin pipe (RTRP) furnish UV-resistant RTRP pipe and fittings according to standard spec 514.

If the existing downspout piping is polyvinyl chloride (PVC), furnish UV-resistant Schedule 80 PVC pipe and fittings.

Furnish other materials such as adhesive anchors, anchor bolts, nuts, washers, pipe clamps and downspout hardware according to standard spec 514.

C Construction

Construct downspouts, fittings, and hardware according to standard spec 514 and as follows.

Remove and properly dispose of damaged downspout sections as noted on the plans, as directed by the engineer, and in accordance with standard spec 204. Damaged downspout sections shall be replaced in kind as shown on the plans.

Alternate downspout repair methods, other than in-kind replacement, may be proposed by the contractor for approval by the engineer.

Obtain access as necessary to perform the work. Coordination with private property owners will be necessary to gain access from the ground.

Repair or replace any damage caused by the contractor to the existing downspout system at no expense to the department.

D Measurement

The department will measure Downspout Special by the linear foot acceptably completed measured in place along the centerline of pipe, from end to end through all fittings. Each segment of downspout pipe is to be measured only once for payment and includes removal of damaged pipe and the new replacement pipe.

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	Downspout Special	LF

Payment is full compensation for removing and disposing of damaged downspout sections; for obtaining access to each location; and for supplying and installing downspout pipe, fittings and hardware.

75. Maintenance of Lighting Systems, Item SPV.0105.001.

A Description

Maintain existing and proposed lighting system beginning on the date that the contractor's activities (electrical or otherwise) at the job site begin. Take responsibility for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by, the work until final acceptance or as otherwise determined by the engineer.

Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, initiate a request for a maintenance transfer and preconstruction inspection, as specified elsewhere herein, to be held in the presence of the engineer and a representative of the party or parties responsible for maintenance of any lighting systems which may be affected by the work. Make the request for the maintenance preconstruction inspection no less than seven calendar days prior to the desired inspection date.

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact

representation of the field conditions. Visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained. Condition issues found during contractor assessment can be discussed and addressed by contacting the SE Region Lighting Engineer (Eric Perea 1-262-574-5422) prior to maintenance responsibility being transferred to the contractor.

Maintenance of the lighting system includes but not limited to lighting control cabinets HL-40-QC (tunnel lighting), HL-40-JL, HL-40-TH, HL-40-VB and HL-40-ME.

Work in this contract, except for HL-40-QC, is relegated to the replacement of HPS fixtures with LED fixtures. Contact the SE Region Lighting Engineer before doing corrective maintenance on HPS fixtures. HL-40-QC provides power to the tunnel fixtures which will receive maintenance under this contract.

B (Vacant)

C Construction

C.1 Existing Lighting Systems

Existing lighting systems are defined as any lighting system or part of a lighting system in service prior to this contract. The contract drawings indicate the general extent of any existing lighting. Ascertain the extent of effort required for compliance with these specifications; failure to do so will not be justification for extra payment or reduced responsibilities. Clear and replace any knockdowns or damage caused to the existing lighting system, regardless of who causes the damage. Maintain existing lighting system as follows:

Partial Maintenance: Only maintain the affected circuits if the number of circuits affected by the contract is equal to or less than 40% of the total number of circuits in a given controller and the controller is not part of the contract work unless otherwise indicated. Ensure engineer approval to isolate the affected circuits by means of in-line waterproof fuse holders as specified elsewhere.

Full Maintenance: Maintain the entire controller and all associated circuits if the number of circuits affected by the contract is greater than 40% of the total number of circuits in a given controller, or if the controller is modified in any way under the contract work.

C.2 Proposed Lighting Systems

Proposed lighting systems are any temporary or final lighting systems or part of a lighting system to be constructed under this contract.

Maintain all items installed under this contract, including, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, contractor operations, or other means.

Excluding damage due to contractor operations, the contractor will be reimbursed for replaced equipment, materials only, if the invoice paid for the individual piece of equipment is greater than \$500. The cost of maintaining equipment installed under this contract, labor, mobilization, tools and incidentals along with repairs due to contractor operations are incidental to this bid item.

C.3 Maintenance Operations

Maintain lighting units (including sign lighting), cable runs, and lighting controls. In the case of a pole knockdown or sign light damage caused by normal vehicular traffic, promptly clear the lighting unit and circuit discontinuity and restore the system to service. Reinstall the lighting unit (if salvageable), or install a new one.

Provide weekly night-time patrol of the lighting system, with patrol reports filed immediately with the engineer and copied to the region lighting coordinator with deficiencies corrected within timely fashion hours of the patrol. Present patrol reports on standard forms as designated by the engineer. Uncorrected deficiencies may be designated by the engineer as necessitating emergency repairs as described elsewhere herein.

Perform corrective action on specific lighting system equipment according to the following chart. The chart lists the maximum response, service restoration, and permanent repair time (or based on material availability).

Incident or Problem	Service	Service	Permanent
	Response	Restoratio	Repair
	Time	n Time	Time
Control cabinet out	12 hour	24 hours	7
			Calendar
			days
Hanging mast arm	1 hour to	Na	7
	clear		Calendar
			days
Motorist caused	1 hour to	4 hours	7
damage or leaning	clear		Calendar
light pole 10 degrees			days
or more			
Circuit out – Needs	12 hour	12 hours	na
to reset breaker			
Circuit out – Cable	12 hour	24 hours	21
trouble			Calendar
			days
Outage of 3 or more	12 hour	24 hours	na
successive lights			
Outage of 75% of	12 hour	24 hours	na
lights on one tower			
Outage of light	12 hour	24 hours	na
nearest RR crossing			
approach, Islands			
and gores			
Outage (single or	na	Na	7
multiple) found on			Calendar
night outage survey			days

C.4 Lighting

- 1. **Serve Response Time:** The amount of time from the initial notification to the contractor until a patrolman physically arrives at the location.
- 2. **Service Restoration Time**: The amount of time from the initial notification to the contractor until the time the system is fully operational again. (In cases of motorist-caused damage, the undamaged portions of the system are operational.)
- 3. **Permanent Repair Time**: The amount of time from initial notification to the contractor until the time permanent repairs are made if the contractor was required to make temporary repairs to meet the service restoration requirement.

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the department reserves the right to assign any work not completed within this timeframe to the State Electrical Engineering and Electronics Unit. Reimburse all costs associated to repair this uncompleted work. Failure to pay these costs to the State Electrical Engineering and Electronics Unit within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from the cost of the contract. Repeated failures and/or a gross failure of maintenance shall result in the State's Electrical Engineering and Electronics Unit being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

C.5 Operation of Lighting

Maintain operational lighting every night, dusk to dawn. Do not operate duplicate lighting systems (such as temporary lighting and proposed new lighting) simultaneously. Do not keep lighting systems in operation during long daytime periods. Ensure that the lighting system is fully operational and approved by the engineer prior to submitting a pay request. Failure to do so will be grounds for denying the pay request.

D Measurement

The department will measure Maintenance of Lighting Systems as a single lump sum unit, per contract, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.001	Maintenance of Lighting Systems	LS

Payment is full compensation for Maintenance of Lighting Systems, both existing and proposed, weekly night-time patrol of the lighting system, mobilization, and filed patrol reports. No payment will be considered for damage or repairs due to contractor operations.

76. Lighting System Survey, Item SPV.0105.002.

A Description

These special provisions describe performing lighting system survey using Global Position System (GPS).

B Vacant

C Construction

Locate and survey using GPS all the lighting units and control cabinets. Maintain neat, orderly, and complete survey notes. Enter the coordinates of the poles and lighting control cabinets into a Microsoft Excel 2007 spreadsheet along with other required fields as specified by the department. Only poles which are being converted to LED and their corresponding lighting control cabinets need to be surveyed. Accuracy should be within a 5-foot circle

D Measurement

The department will measure Lighting System Survey for all lighting units and control cabinets as a single lump sum unit of work for the survey of all luminaires converted from HPS to LED and their affected lighting control cabinets acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.002	Lighting System Survey	LS

Payment is full compensation for locating and surveying all the lighting units and control cabinets.

77. Removing Asphaltic Concrete Overlay Special, Item SPV.0180.001.

A Description

Remove the asphaltic concrete overlay, with or without an underlayment of waterproof membrane, and top of the concrete deck by milling the entire bridge deck in accordance to standard specs 204 and 509, the plans, and as hereinafter provided.

B (Vacant)

C Construction

C.1 Milling

Remove the entire thickness of the existing asphalt overlay, and also remove a minimum of 1/8" of the existing concrete deck surface. Do not remove more than 1/4" of the existing concrete deck surface. Perform milling in a way that prevents hooking or tearing of the reinforcing steel in the deck.

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

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

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

- Is free of sharp protrusions;
- Has uniform transverse grooves that measure up to ¼-inch vertically and transversely

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

If milling is impractical, as along curb faces, expansion joints, drains, and crash cushion anchor bolts, remove the asphaltic concrete overlay and top surface of the concrete deck using chippers conforming to standard spec 509.3.4.

Replace or repair existing steel reinforcement that is damaged by the milling operations. Perform repairs or replacements as directed by the engineer and at no expense to the department.

C.2 Cleaning

Clean the surface of the existing concrete deck according to standard spec 509.3.3. Do not remove more than 1/4" of concrete from the existing deck.

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

D Measurement

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

E Payment

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

ITEM NUMBER DESCRIPTION **UNIT** SPV.0180.001 Removing Asphaltic Concrete Overlay SY Special

Payment is full compensation for removing the asphaltic concrete with or without an underlayment of waterproof membrane; removing the existing concrete deck to the thickness specified; repairing or replacing steel reinforcement damaged by milling; cleaning the concrete surfaces; and for properly disposing of all materials.

78. Methacrylate Sealer, Item SPV.0180.002.

A Description

This special provision describes furnishing and applying a high molecular weight methacrylate (HMWM) resin sealer with aggregate finish to the limits shown on the plans.

B Materials

B.1 Resin

Provide a high molecular weight methacrylate (HMWM) resin sealer that is low viscosity, wax free, low odor, and shall meet the following requirements:

Property	Requirements	Test Method
Viscosity A B	≤ 25 cps	ASTM D 2196 –
Viscosity	≥ 23 cps	Brookfield RVT
Specific Gravity AB	>0.90	ASTM D 1475
Flash Point ^B	≥ 180°F	ASTM D 3278
Tack-free Time A	≤ 400 minutes	California Test Method
Tack-free Time	≥ 400 minutes	551
Vapor Pressure AB	≤ .04 in Hg	ASTM D 323
Volatile Content B	< 30%	ASTM D 2369

A Value based on specimens or samples cured or aged and tested at 77°F

The initiator for the methacrylate shall consist of a metal drier and peroxide. These materials must be stored separately and in a manner which will not allow the materials to contact each other if spilled or if the packaging leaks.

B.2 Aggregate

The finishing sand aggregate shall be commercial quality dry blast sand. 95% of the sand shall pass the No. 8 sieve, and at least 95% shall be retained on the No. 20 sieve.

B.3 Approval of the Sealer System

A minimum of 15 working days prior to the pre-construction meeting, submit to the engineer for approval the product data sheets and specifications from the manufacturer, product history/reference projects report, and a certified materials report from an independent testing laboratory. The engineer may request samples of the resin, and/or aggregate prior to application for the purpose of acceptance testing by the department.

The product history/reference projects report shall consist of a minimum of 5 bridge/roadway locations where the proposed system has been applied in Wisconsin or in locations with similar climate. Include contact names for the facility owner, current phone

^B Test performed prior to adding the initiator

number and e-mail address, and a brief project description. These projects must have been open to traffic for at least 1 year.

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

C Construction

C.1 Material Storage and Safety Plan

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

Safety Plan: Prior to arrival of the product on the job site, provide a product shipping, storage, and use safety plan to detail how the product will be delivered and stored on site in a manner that will not allow the constituent components to come in contact with each other in the event of a spill or container leakage. This plan must also include a description of the safety training workers applying the product have received regarding the product's use, and list any and all safety precautions which must be taken during application of the product.

C.2 Deck Surface Preparation

Prepare the deck surface by shotblasting the area where the sealer is to be placed. Provide a surface a profile meeting CSP 5 according to the International Concrete Repair Institute Technical Guideline No. 03732. Blasting shall remove all dirt, oil, asphalt, rubber, curing compound, paint, carbonation, grease, slurry, membranes, striping, rust, weak surface mortar, laitance, and other foreign or potentially detrimental materials. Thoroughly blast clean with hand-held equipment any areas inaccessible by the shotblasting equipment. Do not perform surface preparation more than 24 hours prior to the application of the sealer. Blasted surface shall not be exposed to vehicular or pedestrian traffic other than that required for overlay placement.

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

Just prior to sealer placement, clean all dust, debris, and concrete fines from the deck surface including vertical faces of curbs and barrier walls up to a height of 2 in above the deck with compressed air. The air stream must be free of oil and moisture. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely.

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

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

C.3 Application of the HMWM Sealer

Apply the sealer in accordance with the manufacturer's instructions.

Do not apply the sealer if any of the following is true:

- Ambient air temperature is below or expected to drop below 50°F, or the manufacturer's recommended temperature, within 8 hours
- Deck surface temperature is below 50°F or above 100°F
- Moisture content in the deck exceeds 4.5% when measured by an electronic moisture meter or shows visible moisture after 2 hours when measured in accordance with ASTM D4263
- Rain is forecasted by the National Weather Service with a greater than 39% chance to occur within 4 hours of completion or it has rained within the last 24 hours
- Materials component temperatures are below 50°F or above 100°F
- Concrete age is less than 28 days, unless approved by the engineer
- Gel time is 10 minutes or less at predicted high air temperature for the day
- The relative humidity is greater than 85%

Apply HMWM sealer to the deck surface within 5 minutes of mixing at approximately 1 gallon per 100 square feet or the rate specified by the manufacturer. Use a squeegee, roller, broom, low pressure sprayer, etc. to distribute the material uniformly and to completely cover the area receiving the overlay. If cracks are over ½" deep, or if the concrete is very porous apply a second flood coat of sealer. Remove excess buildup and re-prime any areas that appear dry from absorbing material. If the sealed surface becomes contaminated, clean and re-seal it.

Prior to the surface becoming tacky, but at least 20 minutes after applying the final coat of resin, broadcast aggregate at a rate of 15 to 20 lbs per 100 square feet or until saturation as determined by the engineer. Allow material to fully cure before allowing traffic over the area that was sealed. Cure times will vary depending on the product and ambient temperature; refer to manufacturer's recommendation. Remove excess sand by vacuuming or power sweeping.

D Measurement

The department will measure Methacrylate Sealer in area by the square yard acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.002	Methacrylate Sealer	SY

Payment is full compensation for preparing the surface; protecting all drains and expansion joints; providing and applying the HMWM sealer and aggregate; cleanup; and for disposing of excess materials.

79. Concrete Pavement Repair Special, Item SPV.0180.003.

A Description

This special provision describes removing existing shoulder pavement by saw cutting, excavating, grading, adjusting existing storm sewer covers, compacting, and replacing shoulder pavement with special high early strength (SHES) concrete and finishing necessary to accommodate Concrete Pavement Repair Special as shown on the plans and conforming to standard spec 416 as modified in this special provision.

Adjusting existing storm sewer covers consists of; excavating unsuitable material; filling voids with backfill material, compacting, removing, handling, storing and resetting existing storm sewer structure covers.

B (Vacant)

C Construction

Backfill all subgrade voids beneath the repair area using compacted Base Aggregate Dense. Obtain approval of the engineer before using Backfill Controlled Low Strength to backfill voids that cannot be compacted with standard equipment.

Adjust and reset all drainage covers within the repair area prior to the placement of the concrete pavement.

D Measurement

The department will measure Concrete Pavement Repair Special by the square yard acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.003	Concrete Pavement Repair Special	SY

Payment for the Concrete Pavement Repair Special item is full compensation for furnishing, hauling, preparing, placing, curing, and protecting all materials; for sawing existing pavement for removal; for removing and disposing of existing pavements and excavated materials; for sawing joints; for preparing the foundation; for tie bars and dowel bars provided and placed in the repair area; for removing, handling, storing, adjusting, and reinstalling storm sewer covers; and for testing concrete cylinders. Replace all covers that are damaged by the contractor's operations at no expense to the department. The department will pay for individual repairs the width of the existing concrete lane or shoulder and less than 300 feet long as Concrete Pavement Repair Special.

The department will pay for backfilling with Base Aggregate Dense and Backfill Controlled Low Strength separately under the respective bid items. SEF Rev. 14 1015

80. Asphaltic Pavement Repair Special, Item SPV.0195.001.

A Description

This special provision describes the excavating, grading, compacting, and finishing necessary to accommodate Asphaltic Pavement Repair Special as the plans show, according to standard specs 315, 455, 460 and as described in this special provision.

B Materials

Conform to standard spec 460.

Replace standard spec 460.2.7 with the following.

Submit a mix design under the Asphaltic Pavement Repair Special bid item. Furnish an asphaltic mixture meeting the requirements specified for 3 MT 58-28 S under special provision HMA Pavement MT 58-28 S, Item 460.6223.

Provide asphaltic material 58-28S for this mix conforming to standard spec 455.

Provide tack coat conforming to standard spec 455.2.5.

C Construction

Conform to standard spec 315.3.1.

Backfill all subgrade voids beneath the repair area using compacted Base Aggregate Dense. Upon approval of the engineer, backfill voids that cannot be compacted with standard equipment with Backfill Controlled Low Strength.

Adjust and reset any castings for all drainage structures within the repair area before placing Asphaltic Pavement.

D Measurement

The department will measure Asphaltic Pavement Repair Special by the ton acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.001	Asphaltic Pavement Repair Special	TON

Payment for the Asphaltic Pavement Repair Special item is full compensation for sawing joints, sawing existing pavement, removing and disposing of existing pavements and excavated materials, preparing the foundation, adjusting castings, placing tack coat, providing and placing the asphaltic mixture (including asphaltic material).

The department will pay for individual repairs the width of the existing lane or shoulder and less than 100 feet long as Asphaltic Pavement Repair Special.

The department will pay for Base Aggregate Dense, Backfill Controlled Low Strength, or both separately under the respective bid items. SEF Rev. 16 0330

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

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

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

I. BASIC CONCEPTS

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

- 1) On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate. At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.
 - <u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
 - <u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>15</u> (*number*) TrANS Graduate(s) be utilized on this contract.
- 2) On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice. At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

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

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

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

1. Description

- a. The federal DBE program requirements outlined in the Code of Federal Regulations at 49 CFR Part 26 apply to this Wisconsin Department of Transportation contract. WisDOT is a recipient of federal funds and this contract includes federal funds. United States Department of Transportation Federal DBE Program requires the following provisions:
 - (1) Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE regulations will be considered a material breach of contract. This is non-negotiable. If a contractor fails to carry out the DBE program and Title VI nondiscrimination requirements of its contracts, the following sanctions will be assessed depending upon the facts, reasoning, severity and remedial efforts of the contractor: termination of contract, withholding payment, assessment of monetary sanctions, assessment of liquidated damages and/or suspension/debarment proceedings that may result in the disqualification of the contractor from bidding for a designated period of time.
 - (2) The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the federal fund recipient's [DOT] written consent. Unless [WisDOT] consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- b. The Wisconsin Department of Transportation [WisDOT] is committed to the compliant administration of the DBE Program. Each WisDOT Secretary affirms this commitment with his/her signed assurance. http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf
 - (1) The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts. 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.
 - (2) Wisconsin DOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned, specified contract DBE goal by subcontracting work to a DBE or by procuring services or materials from 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.
 - (3) For more comprehensive information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx

2. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. Bid Percentage: The DBE percentage indicated in the bidding proposal at the time of bid.
- b. **DBE:** A small business certified as disadvantaged business enterprise (DBE) under the federal DBE program and included on the Wisconsin UCP DBE Directory deemed ready, willing and able.
- c. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
- d. **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.
- e. **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.
- f. **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. 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. The bid percentage should demonstrate the efforts of the prime contractor prior to bid. 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. WisDOT Interpretation of Federal DBE Program Provision

Prime contractors must utilize the specific DBEs listed to perform the work and/or supply the materials for which each is listed on the Commitment to Subcontract to DBE Form [DT1506] and approved by WisDOT's DBE office to execute its contract. The approved Commitment to Subcontract to DBE Form [DT1506] becomes a contract document/record.

a. Department's DBE Evaluation Process

WisDOT evaluates DBE using the Commitment to Subcontract to DBE, payments to subcontractors and contract documentation. The prime contractor shall list the specific DBE certified firms and items of work s/he intends to use toward the fulfillment of the assigned DBE contract goal. The prime contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved Form DT1506.

b. Documentation Submittal

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]. Effective January 1, 2017, the contractor will be required to submit the documentation within 5 business days after bid opening. All necessary supporting documentation including Attachment 'A' forms and/or Good Faith Efforts Form

[DT1202] must be submitted no later than 2 business days from contractor's initial submission of the DT 1506. The contractor must provide a signed Attachment 'A' form to the DBE office within the time limit in order to receive authorization for contract execution; the DBE office reserves the right accept alternate documentation in lieu of the signed form in extenuating circumstances. Documentation must be submitted to the DBE Office by email at DBE_Alert@dot.wi.gov (DBE_Alert@dot.wi.gov) or by postal mail ATTN: DBE Office, PO Box 7965, Madison, WI 53707-7965.

(1) 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 calculation. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

(2) Bidder Does Not Meet DBE Goal

- i. 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 Efforts 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 efforts submission.
- ii. The department will evaluate the bidder's good faith effort request and notify the bidder of one of the following:
 - (a) If the department grants a good faith efforts, the bid is eligible for contract execution with respect to DBE commitment.
 - (b) If the department rejects the good faith efforts request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith efforts request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

c. Bidder Fails to Submit Documentation

If the contractor fails to furnish the Commitment to Subcontract to DBE Form [DT1506] 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.

5. Department's Criteria for Good Faith Effort

Appendix A of 49 CFR Part 26, is the guiding regulation concerning good faith efforts. However, the federal regulations do not explicitly 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 practices to create a process for making a determination of adequate good faith. WisDOT evaluates good faith on a contract basis just as each contract award is evaluated individually.

The department will only approve a contractor's good faith efforts 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 efforts 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.

a. 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.

- b. Prime Contractors should:
 - (1) <u>Document</u> all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT- approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
 - (2) Prime contractors <u>may</u> request assistance with DBE outreach and follow-up by contacting the department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Requesting assistance with outreach <u>is not</u> a decisive factor in the review Good faith effort evaluation. Phone numbers are 414-438-4584 and/or 414-659-0487; Fax: 414-438-5392; E-mail: DOTDBESupportServices@dot.wi.gov.
 - (3) 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.
 - i. Solicit quotes from certified DBE firms who match 'possible items to subcontract' using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which you are seeking quotes to DOTDBESupportServices@dot.wi.gov.
 - ii. 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, at least two Fridays before the letting, to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - (c) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up solicitation.
 - iii. 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.
 - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit or insurance if requested.
 - v. 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) Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- c. <u>Evaluate DBE quotes</u> Documentation is critical if a prime does not utilize the DBE firm's quote for any reason.
 - (1) 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 by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area and/or NAICS code listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
 - (2) In striving to meet an assigned DBE 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.

- (3) **Special Circumstance** Evaluation of DBE quotes with <u>tied bid items</u>. "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.
 - i. Compare bid items common to both quotes, noting the reasonableness in the price comparison.
 - ii. 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.
- d. Immediately after notification of contract award, the prime submits all 'Commitment to Subcontract' forms to the DBE Office. Prime contractor has 5 days to submit the completed form for the DBE firms it intends to use on the contract for DBE credit. If the goal is not met in full, the prime contractor must provide the following information along with WisDOT form DT1202: Certificate of Good Faith Efforts.
 - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact.
 - (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. A printed copy of SBN solicitation is acceptable.
 - (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.

The prime contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved Commitment to Subcontract to DBE Form [DT1506]. If the prime contractor utilizes another contractor, including the use of its own workforce, to perform the work assigned to a DBE on the approved DT1506, the prime contractor will not be entitled to payment for that work. Any changes to DBE after the approval of the DT1506 must be reviewed and approved by the DBE office prior to the change.

6. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE, a prime contractor and the regular dealer of materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE in cases where the prime has submitted the DBE and material for DBE credit. The DBE subcontractor gains the opportunity to establish a direct contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

- a. The Prime must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
 - (1) Request should be made when the DBE Commitment form or Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
 - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
 - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
 - (4) The joint check for supplies must be strictly for the cost of supplies.
- b. DBE subcontractor is responsible to furnish and/or install the material/work item. The DBE subcontractor shall not be an 'extra participant' in the transaction; the DBE's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following.
 - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price and delivery of materials;
 - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the Application to Use Joint Checks after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor,
 - (1) The prime agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractors negotiated unit price.

7. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith effort submission. 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 denial notice of a good faith effort evaluation constitutes a forfeiture of the bidder's right of appeal. A contract cannot be executed without documentation that the DBE provisions have been fulfilled.
- 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 5 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.

8. Department's Criteria for DBE Participation

Directory of DBE firms

a. The only resource for DBE certified firms certified in the state of Wisconsin is the Wisconsin Unified Certification Program [UCP] DBE List. Wisconsin Department of Transportation maintains a current list of certified DBE firms titled Wisconsin UCP DBE Directory on the website at:

http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx

b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.

9. 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 whether the work that is committed and/or contracted to a DBE certified firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- g. It is the prime contractor's responsibility to assess the DBE firm's ability to perform the work for which s/he is committing/contracting the DBE to do. Note that the department encourages the prime contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.

10. Commercially Useful Function

- a. Commercially useful function is evaluated after the contract has been executed, while the DBE certified firm is performing its work items. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- b. The department uses Form DT1011: DBE Commercially Useful Function Review and Certification to evaluate whether the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- c. A DBE is performing a commercially useful function if the following conditions are met:
 - (1) 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.
 - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

11. Credit Evaluation for Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf

12. Credit Evaluation for Manufacturers, Suppliers, Brokers

The department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The department will count the material and supplies that a DBE provides under the contract for DBE credit based on whether the DBE is a manufacturer, supplier or broker. Generally, DBE crediting measures and evaluates the DBE owner's role, responsibility and contribution to the transaction: maximum DBE credit when the DBE manufactures materials or supplies; DBE credit decreases when the DBE solely supplies material and minimal credit is allotted when the DBE's role is administrative or transactional.

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.

a. Manufacturers

- (1) A manufacturer is 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 and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, count **100%** percent of the cost of the materials or supplies toward DBE goals.
- b. Regular Dealers of Material and/or Supplies
 - (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
 - (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
 - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. The DBE firm must both own and operate distribution equipment for the product-bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- c. Brokers, Transaction Expediters, Packagers, Manufacturers Representatives
 - (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit; however, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives or other persons who arrange or expedite transactions.
 - (2) Brokerage fees have historically been calculated as 10% of the purchase amount.
 - (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.
 - (4) The evaluation will review the contract need for the item/service, review the sub-contract or invoice for the item/service, compare the fees customarily allowed for similar services to determine whether they are reasonable.

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and documentation of the calculations used as the basis for the purchase agreement, subcontract or invoice. WisDOT recognizes that the amount on the Attachment 'A' form may be more or less than the amount on the invoice. Please respond to the following questions and submit with your DBE Commitment Form.

- 1. What is the product or material?
- 2. Is this item in the prime's inventory or was the item purchased when contract was awarded?
- 3. Which contract line items were referenced to develop this quote?
- 4. What is the amount of material or product used on the project?

13. Credit Evaluation for DBE Primes

Wisconsin DOT calculates DBE credit based on the amount and type of work performed by DBE certified firms. If the prime contractor is a DBE certified firm, the department will only count the work that DBE prime contractor performs with its own forces for DBE credit. We will also calculate DBE credit for the work performed by any other DBE certified subcontractor, DBE certified supplier, DBE certified manufacturer on that contract in that DBE's approved work areas/NAICS code. Crediting for manufacturers and suppliers is calculated consistent with paragraph 12 of this document and 49 CFR Part 26.

14. 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 for DBE credit.

15. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will count for credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit will be evaluated and confirmed by the DBE Office for any contracts on which the mentor protégé team identifies itself to the DBE Office as a current participant of the Mentor Protégé Program.
- c. Refer to WisDOT's Mentor Protégé guidelines for guidance on the number of contracts and amount of DBE credit that can be counted on any WisDOT project.

16. DBE Replacement or Termination

Contractual Requirement

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department's DBE Office. If the Department does not provide consent to replace or terminate a DBE firm, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Contractor Considerations

a. A prime contractor cannot terminate and/or replace a DBE subcontractor listed on the approved Commitment to Subcontract to DBE Form [DT1506] without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

- b. If a prime contractor feels it is necessary to replace or terminate a DBE firm that has been approved for DBE credit toward its contract, s/he will be required to provide reasons and documentation to support why the prime cannot fulfill the contractual commitment that it made to the Department regarding the DBE utilization.
- c. Prime contractor is required to make affirmative efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the assigned DBE contract goal.
- d. In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason or is terminated from a contract, the prime contractor is expected to make affirmative efforts to maintain its commitment to the assigned DBE goal.
- e. The DBE firm should communicate with the prime contractor regarding its schedule and capacity in the context of the contract. If the DBE anticipates that it cannot fulfill its subcontract, s/he shall advise the prime contractor and suggest a DBE that may replace their services or provide written consent to be released from its subcontract.
 - (1) Before the prime contractor can request to terminate or substitute a DBE firm; s/he must:
 - i. Make every effort to fulfill the DBE commitment by working with the listed DBE to ensure that they are fully knowledgeable of your expectations for successful performance on the contract. Document these efforts in writing.
 - ii. If those efforts fail, provide written notice to the DBE subcontractor of your *intent to* request to terminate and/or replace the firm including the reason(s) you want to pursue this action.
 - iii. Copy the DBE Office on all correspondence related to changing a DBE firm who has been approved for DBE credit on a contract including the preparation and coordination efforts with the DBE on the contract.
 - iv. Clearly state the amount of time the DBE firm has to remedy and/or respond to your notice of intent to replace/terminate their firm from the contract. The DBE shall be allowed five days to respond, in writing. Exception: The prime contractor must provide a verifiable reason for a response period shorter than five days. For example a WisDOT project manager must verify that waiting 5 days for a DBE performing traffic control work to respond would affect the public safety.
 - v. The DBE subcontractor must forward a written response to the prime contractor and copy the DBE Office. The written response must outline why it objects to the proposed termination of its subcontract and list the reasons that WisDOT should not approve the request for their firm to be replaced or removed from the contract.

The Request to Replace or Terminate a DBE

The prime contractor must provide a written request to replace or terminate a DBE firm that has been approved for DBE credit on a WisDOT contract. The written request can be an email or printed document delivered by email or fax; at minimum, the request must contain the following:

- 1. Contract ID number.
- 2. Wisconsin DOT Contract Project Manager name and contact information.
- 3. DBE name and work type and/or NAICS code.
- 4. Contract's progress schedule.
- 5. Reason(s) for requesting that the DBE be replaced or terminated.
- 6. Attach/include all communication with the DBE to deploy/address/resolve work completion,

WisDOT will review your request and any supporting documentation that you submit to evaluate whether the circumstance and the reasons constitute a good cause for replacing or terminating the DBE that was approved for DBE credit on that contract.

Examples of Good Causes to Replace a DBE according to the federal DBE program guidelines {49 CFR part 26.53}

- The listed DBE subcontractor fails or refuses to execute a written contract.
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent
 with normal industry standards. Provided, however, that good cause does not exist if the failure or
 refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or
 discriminatory action of the prime contractor.
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- You have determined that the listed DBE subcontractor is not a responsible contractor.
- The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

Evaluation and Response to the Request

If WisDOT determines that your reasons comply with the good cause standards; the DBE office will send the prime contractor and the WisDOT project manager an email stating that we concur with the reasons and approve the replacement or termination.

If WisDOT determines that your reasons do not comply with the good cause standards of the federal DBE program, the DBE Office will send the prime contractor an email that includes *the requirement* to utilize the committed DBE, *remedial actions* to support the completion of the contractual commitment, a list of available WisDOT support services *and administrative remedies that may be invoked* for failure to comply with federal DBE guidelines for DBE replacement.

The Wisconsin Department of transportation contact for all actions related to replacing a DBE is the DBE Program Chief and/or the DBE Program Engineer which can be reached at DBE_Alert@dot.wi.gov or by calling 608-267-3849.

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

If the Prime/subcontractor increases the scope of work for a participating DBE or adds a DBE subcontractor that was not on the approved Form DT1506 at any time after contract award, s/he should follow these steps so that the participation can be accurately credited toward the DBE goal.

- a. Send an email to the DBE Engineer at DBE_Alert@dot.wi.gov describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.

 If the scope change added work for a participating DBE; list the date and reason for the scope change.
- b. Forward a complete, signed Attachment 'A' form to the DBE Office at DBE_Alert@dot.wi.gov. A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.
 - The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

18. 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.

19. 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

DATE:

CC:

FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR

SUBJECT: REQUEST FOR DBE QUOTES

LET DATE & TIME MONTH DAY YEAR DBE OFFICE ENGINEER

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

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

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

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. <u>Make sure</u> 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 alternatives 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: <u>Joe@joetheplumber.com</u>

Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2 This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

ease check all that apply Yes, we will be quoting on t No, we are not interested in	quoting on t			reference	d below		
☐ No, we are not interested in	quoting on t			reference	d below		
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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.
 - 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.
- 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 a 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.

November 2013 ASP-4

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:

109.1.1.2 Bid Items Designated as Pay Plan Quantity

Replace the entire text with the following effective with the June 2017 letting:

109.1.1.2.1 General

- (1) If the schedule of items designates a bid item with a **P** in the item description, the department will use the plan quantity, the approximate quantity the schedule of items shows, for payment unless one or both of the following occurs:
 - Scope changes regardless of the magnitude of the revised work.
 - Errors and omissions that affect the plan quantity.

109.1.1.2.2 Scope Changes

(1) For engineer-directed quantity increases, the engineer will issue a contract change order for extra work, establish the cost of the added work as specified in 109.4, and measure the revised work. For engineer-directed quantity decreases, the engineer will issue a contract change order to adjust the plan quantity under the designated bid item.

109.1.1.2.3 Errors and Omissions

(1) The engineer may issue a change order under 105.4(5) to adjust the plan quantity for an error or omission and may revise the contract unit price as specified in 109.4.

305.2.1 General

Replace paragraph two with the following effective with the June 2017 letting:

(2) Where the contract specifies or allows 1 1/4-inch base, do not place reclaimed asphalt, reprocessed material, or blended materials below virgin aggregate materials unless the contract specifies or the engineer allows in writing.

310.2 Materials

Replace paragraph three with the following effective with the June 2017 letting:

(3) Do not place reclaimed asphalt, reprocessed material, or blended materials below open-graded base unless the contract specifies or the engineer allows in writing.

320.3.1.1 Consolidating, Finishing, and Curing

Replace paragraph two with the following effective with the June 2017 letting:

(2) Cure concrete base as specified for concrete pavement in 415.3.12. Use wax-based curing compound conforming to 501.2.9.

390.3.2 Concrete Patching

Replace paragraph two with the following effective with the June 2017 letting:

(2) Cure exposed patches as specified for concrete pavement in 415.3.12. Use wax-based curing compound conforming to 501.2.9. Protect as specified for concrete pavement in 415.3.14. Open to traffic as specified for concrete base in 320.3.

390.3.4 Special High Early Strength Concrete Patching

Replace the entire text with the following effective with the June 2017 letting:

- (1) Construct as specified for special high early strength repairs under 416.3.8 except as follows:
 - The contractor may delay removal for up to 14 calendar days after cutting the existing pavement.
 - Open to traffic as specified for concrete base in 320.3.
- (2) Cure exposed patches as specified for concrete pavement in 415.3.12. Use wax-based curing compound conforming to 501.2.9. Do not apply excess curing compound that could cause slippery pavement under traffic.

440.3.5.2 Corrective Actions for Localized Roughness

Replace paragraph two with the following effective with the September 2016 letting:

(2) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without physically riding that work. The engineer will not direct corrective action on bridges without authorization from the department's bureau of structures.

450.3.1.1.4 Recording Truck Loads

Replace the entire text with the following effective with the December 2016 letting:

- (1) If not using automatic batch recording, install a digital recorder as part of the platform truck or storage silo scales. Ensure that the recorder can produce a printed digital record of at least the gross or net weights of delivery trucks. Provide gross, tare, net weights, load count, and the cumulative tonnage; the date, time, ticket number, WisDOT project ID, and mix 250 number; and the mix type including the traffic, binder, and mix designation codes specified in 460.3.1. Ensure that scales cannot be manually manipulated during the printing process. Provide an interlock to prevent printing until the scales come to rest. Size the scales and recorder to accurately weigh the heaviest loaded trucks or tractor-trailers hauling asphaltic mixture. Ensure that recorded weights are accurate to within 0.1 percent of the nominal capacity of the scale.
- (2) Ensure that tickets identify additives not included in the mix design submittal. Indicate on the ticket if the mixture will be placed under a cold weather paving plan and identify the warm mix additive and dosage rate required under 450.3.2.1.2.2.

455.3.2.1 General

Replace paragraph one with the following effective with the December 2016 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 reasonably free of loose dirt, dust, or other foreign matter. Do not apply to surfaces with standing water. Do not apply if weather or surface conditions are unfavorable or before impending rains.

460.2.1 General

Replace the entire text with the following effective with the December 2016 letting:

- (1) Furnish a homogeneous mixture of coarse aggregate, fine aggregate, mineral filler if required, SMA stabilizer if required, recycled material if used, warm mix asphalt additive or process if used, and asphaltic material. Design mixtures conforming to table 460-1 and table 460-2 to 4.0% air voids to establish the aggregate structure.
- (2) Determine the target JMF asphalt binder content for production from the mix design data corresponding to 3.0% air voids (97% Gmm) target at the design the number of gyrations (Ndes). Add liquid asphalt to achieve the required air voids at Ndes.
- (3) For SMA, determine the target JMF asphalt binder content for production from the mix design data corresponding to 4.0% air voids (96% Gmm) target at Ndes.

460.2.8.2.1.5 Control Limits

Replace paragraph one with the following effective with the December 2016 letting:

(1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent ^[1]	+1.3/-1.0	+1.0/-0.7
VMA in percent ^[2]	- 0.5	- 0.2

^[1] For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

460.2.8.2.1.6 Job Mix Formula Adjustment

Replace paragraph one with the following effective with the December 2016 letting:

(1) The contractor may request adjustment of the JMF according to CMM 8-36.6.13.1. Have an HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have a certified Hot Mix Asphalt, Mix Design, Report Submittals technician review the proposed adjustment and, if acceptable, issue a revised JMF.

460.2.8.3.1.6 Acceptable Verification Parameters

Replace paragraph one with the following effective with the December 2016 letting:

- (1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:
 - Va is within a range of 2.0 to 4.3 percent. For SMA, Va is within a range of 2.7 to 5.3 percent.
 - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.

^[2] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

460.3.3.1 Minimum Required Density

Replace paragraph one with the following effective with the December 2016 letting:

(1) Compact all layers of HMA mixture to the density table 460-3 shows for the applicable mixture, location, and layer.

TABLE 460-3 MINIMUM REQUIRED DENSITY[1]

		PERCENT OF TARGET MAXIMUM DENSITY			
LOCATION	LAYER	MIXTURE TYPE			
		LT and MT	HT	SMA ^[5]	
TRAFFIC LANES ^[2]	LOWER	93.0 ^[3]	93.0 ^[4]		
	UPPER	93.0	93.0		
SIDE ROADS,	LOWER	93.0 ^{3]}	93.0 ^[4]		
CROSSOVERS, TURN LANES, & RAMPS	UPPER	93.0	93.0		
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0		
	UPPER	92.0	92.0		

^[1] The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer may investigate the acceptability of that material.

460.5.2.1 General

Replace paragraph six with the following effective with the December 2016 letting:

(6) If during a QV dispute resolution investigation the department discovers mixture with 1.5 > Va > 5.0 or VMA more than 1.0 below the minimum allowed in table 460-1, and the engineer allows that mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

460.5.2.3 Incentive for HMA Pavement Density

Replace paragraph one with the following effective with the December 2016 letting:

(1) If the lot density is greater than the minimum specified in table 460-3 and all individual air voids test results for that mixture placed during the same day are within 2.5 - 4.0 percent, the department will adjust pay for that lot as follows:

INCENTIVE PAY ADJUSTMENT FOR HMA PAVEMENT DENSITY[1]

PERCENT LOT DENSITY ABOVE SPECIFIED MINIMUM
From -0.4 to 1.0 inclusive
From 1.1 to 1.8 inclusive
More than 1.8

\$0.40
\$0.80

^[2] Includes parking lanes as determined by the engineer.

^[3] Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

^[4] Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

^[5] The minimum required densities for SMA mixtures are determined according to CMM 8-15.

^[1] SMA pavements are not eligible for density incentive.

^[2] The department will prorate the pay adjustment for a partial lot.

501.2.6 Fly Ash

Replace the entire subsection with the following effective with the December 2016 letting:

501.2.6.1 General

- (1) Fly ash is defined as a finely divided residue resulting from the combustion of coal in a base loaded electric generating plant, transported from the boiler by flue gases, and later collected, generally by precipitators. Use fly ash in concrete manufactured by facilities and processes known to provide satisfactory material.
- (2) Test fly ash using a recognized laboratory, as defined in 501.2.2(1), starting at least 30 days before its proposed use, and continuing at ASTM-required frequencies as the work progresses. The manufacturer shall test the chemical and physical properties listed in tables 1 and 2 of ASTM C618 at the frequencies and by the test methods prescribed in ASTM C311.
- (3) Use only one source of fly ash for a bid item of work under the contract, unless the engineer directs or allows otherwise in writing.
- (4) Prequalify any proposed fly ash source as follows: The contractor shall obtain a copy of the certified report of tests or analysis made by a qualified independent laboratory, recognized by the department under 501.2.2, showing full and complete compliance with the above specification from the fly ash manufacturer and furnish it to the engineer. Provide this report to the engineer at least 14 calendar days before using the fly ash.
- (5) The manufacturer shall retain test records for at least 5 years after completing the work, and provide these records upon request.

501.2.6.2 Class C Ash

(1) Conform to ASTM C618 class C except limit the loss on ignition to a maximum of 2 percent.

501.2.6.3 Class F Ash

(2) Furnish a class F fly ash from a source listed on the department's approved product list, and conform to ASTM C618 class F except limit the loss on ignition to a maximum of 2 percent.

502.3.7.8 Floors

Replace paragraph sixteen with the following effective with the September 2016 letting:

(16) The finished bridge floor shall conform to the surface test specified in 415.3.10. The engineer will not direct corrective grinding without authorization from the department's bureau of structures.

503.3.2.1.1 Tolerances

<u>Increase the "length of beam" max tolerance for prestressed concrete I-type girders from 3/4" to 1 1/2"</u> effective with the December 2016 letting:

PRESTRESSED CONCRETE I-TYPE GIRDERS

Errata

Make the following corrections to the standard specifications:

104.2.2.5 Change Orders for Eliminated Work

Correct errata by changing "eliminated bid items" to "eliminated work."

104.2.2.5 Change Orders for Eliminated Work

(1) The department has the right to partially eliminate or completely eliminate work the project engineer finds to be unnecessary for the project. If the project engineer partially eliminates or completely eliminates work, the project engineer will issue a contract change order for a fair and equitable amount as specified in 109.5.

105.4 Coordination of the Contract Documents

Correct errata to change "apparent error or omission" to just "error or omission."

(5) Neither the contractor nor the department may take advantage of an error or omission in the contract. Notify the engineer immediately as specified in 104.3 upon discovering an error or omission. The engineer will offer an interpretation and make the necessary corrections.

105.13.4 Content of Claim

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

- (1) Include the following 5 items in the claim.
 - 1. A concise description of the claim.
 - 2. A clear contractual basis for the claim. This should include reference to 104.2 on revisions to the contract and as appropriate, specific reference to contract language regarding the bid items in question.
 - 3. Other facts the contractor relies on to support the claim.
 - 4. A concise statement of the circumstances surrounding the claim and reasons why the department should pay the claim. Explain how the claimed work is a change to the contract work.
 - 5. A complete breakdown of the costs used to compile the claim. Include copies of all EquipmentWatch equipment rental rate sheets used, with the applicable number highlighted.

108.13 Terminating the Contract for Convenience of the Department

Correct errata by changing "eliminated bid items" to "eliminated work."

(4) If the department orders termination of the contract for convenience, the department will pay for all completed work as of that date at the contract price. The department will pay for partially completed work at agreed prices or by force account methods specified in 109.4.5 provided, however, that payment does not exceed the contract price for the bid item under which the work was performed. The department will pay for work eliminated by the termination only to the extent provided under 109.5. The department will pay for new work, if any, at agreed prices or paid for by force account methods specified in 109.4.5.

109.2 Scope of Payment

Correct errata to clarify that work under the contract is included in payment unless specifically excluded.

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the contract including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
 - 1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
 - 2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
 - The nature of the work.
 - The action of the elements.
 - Unforeseen difficulties encountered during prosecution of the work.
 - 3. All insurance costs, expenses, and risks connected with the prosecution of the work.
 - 4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
 - 5. All infringements of patents, trademarks, or copyrights.
 - 6. All other expenses incurred to complete and protect the work under the contract.

109.4.5.5.1 General

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

(2) The department will pay for use of contractor-owned equipment the engineer approves for force account work at published rates. The department will pay the contractor expense rates, as modified in 109.4.5.5, given in EquipmentWatch Cost Recovery (formerly Rental Rate Blue Book). Base all rates on revisions effective on January 1 for all equipment used in that calendar year.

http://equipmentwatch.com/estimator/

109.4.5.5.2 Hourly Equipment Expense Rates (Without Operators)

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

(1) The contractor shall determine, and the department will confirm, hourly equipment expense rates as follows:

$HEER = [RAF \times ARA \times (R/176)] + HOC$

Where:

HEER = Hourly equipment expense rate.

RAF = EquipmentWatch regional adjustment factor.

ARA = EquipmentWatch age rate adjustment factor.

R = Current EquipmentWatch monthly rate.

HOC = EquipmentWatch estimated hourly operating cost.

(2) The EquipmentWatch hourly operating cost represents all costs of equipment operation, including fuel and oil, lubrication, field repairs, tires, expendable parts, and supplies.

109.4.5.5.3 Hourly Equipment Stand-By Rate

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

(1) For equipment that is in operational condition and is standing-by with the engineer's approval, the contractor shall determine, and the department will confirm, the hourly stand-by rate as follows:

$HSBR = RAF \times ARA \times (R/176) \times (1/2)$

Where:

HSBR = Hourly stand-by rate.

RAF = EquipmentWatch regional adjustment factor.

ARA = EquipmentWatch age rate adjustment factor.

R = Current EquipmentWatch monthly rate.

(2) The department will limit payment for stand-by to 10 hours or less per day up to 40 hours per week. The department will not pay the contractor for equipment that is inoperable due to breakdown. The department will not pay for idle equipment if the contractor suspends work or if the contractor is maintaining or repairing the equipment.

109.4.5.5.4 Hourly Outside-Rented Equipment Rate

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

(1) If the contractor rents or leases equipment from a third party for force account work, the contractor shall determine, and the department will confirm, the hourly outside-rented equipment rate as follows:

HORER = HRI + HOC

Where:

HORER = Hourly outside-rented equipment rate

HRI = Hourly rental invoice costs prorated for the actual number of hours

that rented equipment is operated solely on force account work

HOC = EquipmentWatch hourly operating cost.

109.5 Eliminated Work

Correct errata by changing "eliminated bid items" to "eliminated work."

109.5 Eliminated Work

- (1) If the department partially eliminates or completely eliminates work as specified in 104.2.2.5, the department will pay contractor costs incurred due to that elimination. The department will pay a fair and equitable amount covering all costs incurred as of the date the work was deleted. Immediately submit a certified statement covering all money expended for the eliminated work.
- (2) The department will execute a contract change order for the following costs related to eliminated work:
 - 1. Preparation expenses defined as follows:
 - If preparation for the eliminated work has no value to other contract work, the department will reimburse the contractor in full for that preparation.
 - If preparation for the eliminated work is distributed over other contract work, the department will
 prorate reimbursement based on the value of the eliminated work compared to the total value of
 associated contract work.
 - 2. All restocking and cancellation charges.
 - 3. A markup for applicable overhead and other indirect costs paid as 7 percent of the contract price of the work actually eliminated.
- (3) If the department partially eliminates or completely eliminates work, the department may pay for, and take ownership of, materials or supplies the contractor has already purchased.

201.3 Construction

Correct errata by changing the link from 201.3(14) to 201.3(15).

(16) Dispose of clearing and grubbing debris before proceeding with grading operations. If the contractor intends to burn debris but cannot secure burning permits on schedule, do not delay removing clearing debris from areas affected by other operations. While waiting to secure burning permits, pile clearing and grubbing debris beyond the limits affected by other work. Do not leave elm debris beyond the limits specified in 201.3(15).

204.3.2.2.1 General

Correct errata by removing the reference to 490 which was deleted effective with the 2017 spec.

(1) Under the Removing Pavement bid item, remove concrete pavements, concrete alleys, concrete driveways, or rigid base including all surfaces or other pavements superimposed on them.

440.1 Description

Correct errata to replace "150 feet of the points of curvature" with " entry and exit curves".

(2) Profile the final mainline riding surfaces greater than 1500 feet in continuous length. Include bridges, bridge approaches, and railroad crossings in the calculation of IRI. Exclude roundabouts and pavements within their entry and exit curves from the calculation of IRI.

460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Correct 460.2.8.2.1.3.1 (6) to change the reference from ASTM D4867 to AASHTO T283.

(6) Also conduct field tensile strength ratio tests according to AASHTO T283 on mixtures requiring an antistripping additive. Test each full 50,000 ton production increment, or fraction of an increment, after the first 5000 tons of production. Perform required increment testing in the first week of production of that increment. If field tensile strength ratio values are either below the spec limit or less than the mixture design JMF percentage value by 20 or more, notify the engineer. The engineer and contractor will jointly determine a corrective action.

506.2.8.3 Expansion Bearing Assemblies

Correct errata to update ASTMs and change the specified melting point from 622 +/- 3 to 621 +/- 18 F.

(6) Use PTFE materials that are virgin polytetrafluoroethylene fluorocarbon resin, unfilled conforming to ASTM D4894. The finished materials shall exhibit the following physical properties:

REQUIREMENT	TEST METHOD	UNFILLED VALUE
Hardness at 78 F	ASTM D2240 Shore "D"	50-65
Tensile strength, psi	ASTM D1708	2800 Min.
Elongation, percent	ASTM D1708	200 Min.
Specific gravity	ASTM D792	2.16 +/- 0.03
Melting point	ASTM D4591	621 +/- 18 F

514.3.2 Adjusting Floor Drains

Correct errata by clarifying priming and painting requirements for adjusted floor drains.

(1) If the plans show or contract specifies, provide new drain frames and inserts. Fabricate, blast clean, and apply a shop coat of primer. Touch up areas of damaged primer after installation with a department-approved organic zinc-rich primer.

657.2.2.1.1 General

Correct errata by eliminating the reference to department provided arms in the last sentence.

(1) Furnish shop drawings as specified in 506.3.2, except submit 5 copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the outside diameters of the pole at the butt, top, and splice locations the plans show. Show the width, depth, length, and thickness of all material, and list pertinent ASTM specification designations and metal alloy designations together with the tensile strength of metallic members. Provide tightening procedures for arm-to-pole connections on the shop drawings.

657.2.2.1.4 Poles Designed Under Legacy Standards

Correct errata by deleting the entire subsection to eliminate redundant language.

657.2.2.2 Trombone Arms

Correct errata by changing the reference from 657.2.2.1.3 to 657.2.2.1.2.

(1) Design aluminum trombone arms as specified in 657.2.2.1.2 based on the completed maximum loading configuration the plans show. Furnish shop drawings conforming to 657.2.2.1.1 that show the width, depth, length, and thickness of all members. Also list the ASTM alloy designation and strength of each aluminum member on the shop drawings.

715.3.1.2.2 Lots by Lane-Feet

Correct errata ride spec reference from "the special provisions" to "440.3.4.2."

- (1) The contractor may designate slip-formed pavement lots and sublots conforming to the following:
 - Lots and sublots are one paving pass wide and may include one or more travel lanes, integrally placed shoulders, integrally placed ancillary concrete, and pavement gaps regardless of mix design and placement method.
 - Sublots are 1000 feet long for single-lane and 500 feet long for two-lane paving. Align sublot limits with
 ride segment limits defined in 440.3.4.2. Adjust terminal sublot lengths to match the project length or,
 for staged construction, the stage length. Ensure that sublot limits match for adjacent paving passes.
 Pavement gaps do not affect the location of sublot limits.
 - Create lots by grouping 4 to 8 adjacent sublots matching lots created for adjacent paving passes.

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
 - 1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 - 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 - 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 - 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 - 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 - 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

ADDITIONAL SPECIAL PROVISION 9 Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

http://wisconsindot.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 Paul Ndon at (414) 438-4584 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 contact Paul Ndon. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

http://wisconsindot.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
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on 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 federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. "First Tier Covered
 Transactions" refers to any covered transaction between a
 grantee or subgrantee of Federal funds and a participant (such
 as the prime or general contract). "Lower Tier Covered
 Transactions" refers to any covered transaction under a First
 Tier Covered Transaction (such as subcontracts). "First Tier
 Participant" refers to the participant who has entered into a
 covered transaction with a grantee or subgrantee of Federal
 funds (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (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.

Non-discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- **4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SEPTEMBER 2002

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
- 2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

County	<u>%</u>	_County_	_%_	_County_	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director Office of Federal Contract Compliance Programs Ruess Federal Plaza 310 W. Wisconsin Ave., Suite 1115 Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective August 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.

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:

http://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc

1 of 1

Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

- (a) Agreement Clauses. "Use of United States-flag vessels:"
- (1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."
- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"
- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Effective with February 2017 Letting

WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Prevailing Wage Rates, Hours of Labor, and Payment of Wages
- **II.** Payroll Requirements
- **III.** Postings at the Site of the Work
- IV. Wage Rate Distribution
- V. Additional Classifications

I. PREVAILING WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) attached hereto and made a part hereof furnishes the prevailing wage rates pursuant to Section 84.062 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the 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 84.062, Stats. Apprentices shall be paid at rates not less than those prescribed in their apprenticeship contract.

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 16.856 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 base rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half:

January 1
Last Monday in May
July 4
First Monday in September
Fourth Thursday in November
December 25
The day before if January 1. July

The day before if January 1, July 4 or December 25 falls on a Saturday, and

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, euclid 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.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truckdrivers working on the project have been paid the prevailing wage rates for all workperformed under the contract required by Section 84.062 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 and accessible place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 84.062 of the Wisconsin Statutes.
- b. A copy of the U.S. Department of Labor (Davis-Bacon, Minimum Wage Rates).
- c. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. WAGE RATE REDISTRIBUTION

A contractor or subcontractor performing work subject to a Davis-Bacon wage determination may discharge its minimum wage obligations for the payment of both straight time wages and fringe benefits by (1) paying both in cash, (2) making payments or incurring costs for bona fide fringe benefits, or (3) by a combination thereof. Thus, under the Davis-Bacon a contractor may offset an amount of monetary wages paid in excess of the minimum wage required under the determination to satisfy its fringe benefit obligations. *See* 40 USC 3142(d) and 29 CFR 5.31.

V. ADDITIONAL CLASSIFICATIONS

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 (29CFR 5.5(a)(1)(ii)). 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:

- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b. The classification is utilized in the area by the construction industry; and
- c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

General Decision Number: WI170010 04/28/2017 WI10

Superseded General Decision Number: WI20160010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication Date
0		01/06/2017
1		02/03/2017
2		02/10/2017
3		02/24/2017
4		03/17/2017
5		03/31/2017
6		04/21/2017
7		04/28/2017

BRWI0001-002 06/01/2016

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 31.84	20.95
BRWI0002-002 06/01/2016		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 37.04	19.70
BRWI0002-005 06/01/2016		

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,

CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 35.07	20.51

BRWI0003-002 06/01/2016

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 32.22	20.57
BRWI0004-002 06/01/2016		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes	
BRICKLAYER	\$ 36.59	21.49	
BRWI0006-002 06/01/2016			_

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 33.04	19.75
BRWI0007-002 06/01/2016		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 33.53	20.95
BRWI0008-002 06/01/2016		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes	
BRICKLAYER	\$ 36.98	20.62	
BRWI0011-002 06/01/2016			

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 32.22 20.57

BRWI0019-002 06/01/2016

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 31.98 20.81

BRWI0034-002 06/01/2015

COLUMBIA AND SAUK COUNTIES

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

Rates Fringes

Carpenter & Piledrivermen.....\$ 36.85 18.39

CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE,

PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes	
CARPENTER			
CARPENTER	\$ 33.56	18.00	
MILLWRIGHT	\$ 35.08	18.35	
PILEDRIVER	\$ 34.12	18.00	

CARP0252-010 06/01/2016

ASHLAND COUNTY

Rates Fringes

Carpenters

Carpenter	\$ 33.56	18.00
Millwright	\$ 35.08	18.35
Pile Driver	\$ 34.12	18.00

CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER	\$ 35.78	22.11
CARP0361-004 05/01/2016		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER	\$ 34.57	18.16
CARP2337-001 06/01/2016		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

ELEC0014-002 05/30/2016

	Rates	Fringes
PILEDRIVERMAN		
Zone A	.\$ 31.03	22.69
Zone B	.\$ 31.03	22.69

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:	\$ 32.00	19.28
ELEC0014-007 05/30/2016		

REMAINING COUNTIES

F	Rates	Fringes
Teledata System Installer		
<pre>Installer/Technician\$</pre>	24.35	13.15

Low voltage construction, installation, maintenance and

removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2016

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 37.71 30%+10.02

ELEC0158-002 05/30/2016

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and 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

	Rates	Fringes
Electricians:	.\$ 36.50	20.39

* ELEC0219-004 06/01/2016

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians: Electrical contracts over		
\$180,000 Electrical contracts unde	\$ 32.38	18.63
\$180,000		18.42

ELEC0242-005 05/29/2016

DOUGLAS COUNTY

	Rates	Fringes	
Electricians:	\$ 34.92	25.05	
ELEC0388-002 05/30/2016			-

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes	
Electricians:	\$ 30.69	26.00% +10.05	
ELEC0430-002 06/01/2016			

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes	
Electricians:	\$ 36.07	21.84	
ELEC0494-005 06/01/2016			_

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:	.\$ 36.01	24.00
ELEC0494-006 06/01/2014		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:	\$ 29.64	20.54
ELEC0494-013 06/01/2015		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

F	Rates	Fringes
Sound & Communications		
Installer\$	16.47	14.84
Technician\$	26.00	17.70

Installation, testing, maintenance, operation and servicing

of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 05/30/2016

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, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes	
Electricians:	\$ 30.68	17.28	

ELEC0890-003 06/01/2016

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates		Fringes
Electricians:	\$ 32.45	26.10%	+ \$10.56
ELEC0953-001 07/01/2015			

Line Construction: (1) Lineman\$ 42.14 32% + 5.00 (2) Heavy Equipment Operator\$ 40.03 32% + 5.00 (3) Equipment Operator\$ 33.71 32% + 5.00 (4) Heavy Groundman Driver\$ 26.78 14.11 (5) Light Groundman Driver\$ 24.86 13.45		Rates	Fringes
(6) Groundsman\$ 23.18 32% + 5.00	(1) Lineman	\$ 40.03 \$ 33.71 \$ 26.78	32% + 5.00 32% + 5.00 14.11 13.45

ENGI0139-005 06/01/2016

Rates Fringes

Power Equipment Operator

Group 1	\$ 39.27	21.80
Group 2	\$ 38.77	21.80
Group 3	\$ 38.27	21.80
Group 4	\$ 38.01	21.80
Group 5	\$ 37.72	21.80
Group 6	\$ 31.82	21.80

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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.

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 jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (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 & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator 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 Tender.

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2016

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes
IRONWORKER.....\$30.86 25.42

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksqiving Day & Christmas Day.

IRON0008-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes
IRONWORKER.....\$ 33.15 25.42

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2015

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates Fringes

IRONWORKER.....\$ 32.85 21.84

IRON0498-005 06/01/2016

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

Rates Fringes

IRONWORKER.....\$ 36.29 30.77

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER	\$ 35.50	23.45
TROYOF10 001 05 /01 /0015		

IRON0512-021 05/01/2015

IRON0512-008 05/01/2015

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	\$ 31.04	23.45
LABO0113-002 06/01/2016		

MILWAUKEE AND WAUKESHA COUNTIES

	I	Rates	Fringes
LABORER			
Group	1\$	27.51	20.35
Group	2\$	27.66	20.35
Group	3\$	27.86	20.35
Group	4\$	28.01	20.35
Group	5\$	28.16	20.35
Group	6\$	24.00	20.35

LABORERS CLASSIFICATIONS

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/01/2016

OZAUKEE AND WASHINGTON COUNTIES

	E	Rates	Fringes
LABORER			
Group	1\$		20.35
-	2\$		20.35
-	3\$		20.35
-	4\$		20.35
-	5\$		20.35
Group	6\$	23.85	20.35

LABORERS CLASSIFICATIONS

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2016

KENOSHA AND RACINE COUNTIES

		Rates	Fringes
LABORER			
Group	1	.\$ 26.57	20.35
Group	2	.\$ 26.72	20.35
Group	3	.\$ 26.92	20.35
Group	4	.\$ 26.89	20.35
Group	5	.\$ 27.22	20.35
Group	6	\$ 23.71	20.35

LABORERS CLASSIFICATIONS:

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LABO0140-002 06/01/2016

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

		Rates	Fringes
LABORER			
Group	1	\$ 30.67	16.55
Group	2	\$ 30.77	16.55
Group	3	\$ 30.82	16.55
Group	4	\$ 31.02	16.55
Group	5	\$ 30.87	16.55
Group	6	\$ 27.30	16.55

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LABO0464-003 06/01/2016

DANE COUNTY

		Rates	Fringes
LABORER			
Group	1	.\$ 30.95	16.41
Group	2	.\$ 31.05	16.41
Group	3	.\$ 31.10	16.41
Group	4	.\$ 31.30	16.41
Group	5	.\$ 31.15	16.41
	6		16.41

LABORERS CLASSIFICATIONS:

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/02/2016

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	I	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	29.86	16.35
Spray,	Sandblast, Steel\$	30.46	16.35

Repaint: Brush, Roller Spray, Sandblast, Steel		16.35 16.35
PAIN0108-002 06/01/2016		
RACINE COUNTY		
	Rates	Fringes
Painters: Brush, Roller Spray & Sandblast		18.70 18.70
PAIN0259-002 05/01/2008		
BARRON, CHIPPEWA, DUNN, EAU CLASSAWYER, ST. CROIX, AND WASHBURN		PIERCE, POLK, RUSK,
	Rates	Fringes
PAINTER	\$ 24.11	12.15
PAIN0259-004 05/01/2015		
BUFFALO, CRAWFORD, JACKSON, LA OVERNON COUNTIES	CROSSE, MONI	ROE, TREMPEALEAU, AND
	Rates	Fringes
PAINTER	\$ 22.03	12.45
PAIN0781-002 06/01/2016		
JEFFERSON, MILWAUKEE, OZAUKEE, W	VASHINGTON,	AND WAUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge Brush Spray & Sandblast	\$ 30.07 \$ 30.82	22.19 22.19 22.19
PAIN0802-002 06/01/2016		
COLUMBIA, DANE, DODGE, GRANT, GEROCK, AND SAUK COUNTIES	REEN, IOWA,	LAFAYETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	\$ 27.50	17.72

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

PREMIUM PAY:

PAIN0802-003 06/01/2016

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER	\$ 24.39	11.72
PAIN0934-001 06/01/2016		

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes	
Painters:			
Brush	\$ 32.74	18.70	
Spray	\$ 33.74	18.70	
Structural Steel	\$ 32.89	18.70	

PAIN1011-002 06/01/2016

FLORENCE COUNTY

	Rates	Fringes
Painters:	\$ 24.56	11.93

PLAS0599-010 06/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1	\$ 39.46	17.17
Area 2 (BAC)	\$ 35.07	19.75
Area 3	\$ 35.61	19.40
Area 4	\$ 34.70	20.51
Area 5	\$ 36.27	18.73
Area 6	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA

CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2016

F	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles\$ 3 or more Axles; Euclids Dumptor & Articulated,	26.63	19.85
Truck Mechanic\$	26.78	19.85
WELL DRILLER\$	16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number: WI170015 04/28/2017 WI15

Superseded General Decision Number: WI20160015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication Date
0		01/06/2017
1		02/03/2017
2		02/10/2017
3		02/24/2017
4		03/17/2017
5		03/31/2017
6		04/14/2017
7		04/28/2017

BOIL0107-001 01/01/2017

BRWI0001-002 06/01/2016

	Rates	Fringes
BOILERMAKER		
Boilermaker	\$ 35.65	29.89
Small Boiler Repair (unde		
25,000 lbs/hr)	\$ 26.91	16.00

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 31.84	20.95
BRWI0002-002 06/01/2016		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER		19.70
BRWI0002-005 06/01/2016		
ADAMS, ASHLAND, BARRON, BROWN, BCLARK, COLUMBIA, DODGE, DOOR, DUFOREST, GREEN LAKE, IRON, JEFFER LINCOLN, MANITOWOC, MARATHON, MAOCONTO, ONEIDA, OUTAGAMIE, POLK, SHAWANO, SHEBOYGAN, TAYLOR, VILAWINNEBAGO, AND WOOD COUNTIES	NN, FLORENCE, FO SON, KEWAUNEE, L RINETTE, MARQUET PORTAGE, RUSK,	ND DU LAC, ANGLADE, TE, MENOMINEE, ST CROIX, SAUK,
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 35.07	20.51
BRWI0003-002 06/01/2016		
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, AND	OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 32.22	20.57
BRWI0004-002 06/01/2016		
KENOSHA, RACINE, AND WALWORTH CO	UNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 36.59	21.49
BRWI0006-002 06/01/2016		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,		
	Rates	Fringes
BRICKLAYER	.\$ 33.04	19.75
BRWI0007-002 06/01/2016		
GREEN, LAFAYETTE, AND ROCK COUNT	IES	
	Rates	Fringes
BRICKLAYER	.\$ 33.53	20.95
BRWI0008-002 06/01/2016		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COU	NTIES
	Rates	Fringes

BRWI0009-001 06/01/2016		
GREEN LAKE, MARQUETTE, OUTAGAMI AND WINNEBAGO COUNTIES	E, SHAWANO,	WAUPACA, WASHARA,
	Rates	Fringes
BRICKLAYER	\$ 32.22	20.57
BRWI0011-002 06/01/2016		
CALUMET, FOND DU LAC, MANITOWOO	C, AND SHEBO	YGAN COUNTIES
	Rates	Fringes
BRICKLAYER		20.57
BRWI0013-002 06/01/2016		
DANE, GRANT, IOWA, AND RICHLAND	COUNTIES	
	Rates	Fringes
BRICKLAYER	\$ 33.49	20.99
BRWI0019-002 06/01/2016		
BARRON, BUFFALO, BURNETT, CHIPF PIERCE, POLK, RUSK, ST. CROIX,		
	Rates	Fringes
BRICKLAYER		20.81
BRWI0021-002 06/01/2015		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
BRICKLAYER		16.65
BRWI0034-002 06/01/2015		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER	\$ 32.86	17.22

	Rates	Fringes
Carpenter & Piledrivermen	\$ 36.85	18.39
CARP0252-002 06/01/2016		

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER	\$ 33.56	18.00
MILLWRIGHT	\$ 35.08	18.35
PILEDRIVER	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
		_
Carpenters		
Carpenter	\$ 33.56	18.00
Millwright	\$ 35.08	18.35
Pile Driver	\$ 34.12	18.00

CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER	.\$ 35.78	22.11
CARP0361-004 05/01/2016		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER	\$ 34.57	18.16
CARP2337-001 06/01/2016		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes	
PILEDRIVERMAN			
Zone A	\$ 31.03	22.69	
Zone B	\$ 31.03	22.69	
GRDD0307, 003, 06/01/0016			-

CARP2337-003 06/01/2016

	Rates	Fringes
MILLWRIGHT		
Zone A	\$ 29.98	21.53
Zone B	\$ 29.98	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

ELEC0014-002 05/30/2016

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:	\$ 32.00	19.28
ELEC0014-007 05/30/2016		

REMAINING COUNTIES

F	Rates	Fringes
Teledata System Installer		
<pre>Installer/Technician\$</pre>	24.35	13.15

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2016

KENOSHA COUNTY

	Rates	Fringes
Electricians:	\$ 37.71	30%+10.02

ELEC0158-002 05/30/2016

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
Electricians:	\$ 30.50	29.50% + 9.57
ELEC0159-003 05/30/2016		

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and 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

	Rates	Fringes	
Electricians:	.\$ 36.50	20.39	
			_

* ELEC0219-004 06/01/2016

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000	\$ 32.38	18.63
Electrical contracts under \$180,000	\$ 30.18	18.42

ELEC0242-005 05/29/2016

DOUGLAS COUNTY

	Rates	Fringes	
Electricians:	\$ 34.92	25.05	
ELEC0388-002 05/30/2016			_

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto

County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

Rates	Fringes

Electricians:.....\$ 30.69 26.00% +10.05

ELEC0430-002 06/01/2016

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes	
Electricians:	\$ 36.07	21.84	
			-

ELEC0494-005 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes	
Electricians:	\$ 36.01	24.00	
ELEC0494-006 06/01/2014			

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:	.\$ 29.64	20.54
ELEC0494-013 06/01/2015		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer\$	16.47	14.84
Technician\$	26.00	17.70

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but

does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 05/30/2016

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, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes	
Electricians:	\$ 30.68	17.28	
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ELEC0890-003 06/01/2016

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes	
Electricians:	\$ 32.45	26.10% + \$10.56	
ELEC0953-001 07/01/2015			

F	Rates	Fringes
Line Construction:		
(1) Lineman\$	42.14	32% + 5.00
(2) Heavy Equipment		
Operator\$	40.03	32% + 5.00
(3) Equipment Operator\$	33.71	32% + 5.00
	0.6 5.0	4 4 4 4

 (4) Heavy Groundman Driver..\$ 26.78
 14.11

 (5) Light Groundman Driver..\$ 24.86
 13.45

 (6) Groundsman......\$ 23.18
 32% + 5.00

(6) Groundsman...... \$ 23.18 32% + 5.00

ENGI0139-001 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 43.21	20.40
Group 2	\$ 42.71	20.40
Group 3	\$ 42.21	20.40
Group 4	\$ 41.52	20.40
Group 5	\$ 39.34	20.40
Group 6	\$ 34.19	20.40

HAZARDOUS WASTE PREMIUMS: EPA Level "A" Protection: \$3.00 per hour EPA Level "B" Protection: \$2.00 per hour EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leadsand/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

ENGI0139-003 06/01/2016

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 38.72	20.60
Group 2	\$ 37.47	20.60
Group 3	\$ 36.27	20.60
Group 4	\$ 35.74	20.60
Group 5	\$ 33.67	20.60
Group 6	\$ 33.04	20.60

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour EPA Level "B" Protection: \$2.00 per hour EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted);
Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or
End Loader (over 40 hp); Motor Patrol; Scraper Operator;
Bituminous Plant and Paver Operator; Screed-Milling
Machine; Roller over 5 tons; Concrete pumps 46 meter and
under; Grout Pumps; Rotec type machine; Hydro Blaster,
10,000 psi and over; Rotary Drill Operator; Percussion
Drilling Machine; Air Track Drill with or without integral
hammer; Blaster; Boring Machine (vertical or horizontal);
Side Boom; Trencher, wheel type or chain type having 8 inch
or larger bucket; Rail Leveling Machine (Railroad); Tie
Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle
Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic
and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

IRON0008-002 06/01/2016

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes
IRONWORKER.....\$30.86 25.42

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes
IRONWORKER.....\$ 33.15 25.42

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2015

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER	\$ 32.85	21.84

IRON0512-008 05/01/2015

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER	\$ 35.50	23.45

IRON0512-021 05/01/2015

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	\$ 31.04	23.45

LABO0113-002 06/01/2016

MILWAUKEE AND WAUKESHA COUNTIES

]	Rates	Fringes
LABORER			
Group	1\$	27.51	20.35
Group	2\$	27.66	20.35
Group	3\$	27.86	20.35
Group	4\$	28.01	20.35
Group	5\$	28.16	20.35

Group 6.....\$ 24.00 20.35

LABORERS CLASSIFICATIONS

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/01/2016

OZAUKEE AND WASHINGTON COUNTIES

	I	Rates	Fringes
LABORER			
Group	1\$	26.76	20.35
Group	2\$	26.86	20.35
Group	3\$	26.91	20.35
Group	4\$	27.11	20.35
Group	5\$	26.96	20.35
Group	6\$	23.85	20.35

LABORERS CLASSIFICATIONS

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2016

KENOSHA AND RACINE COUNTIES

		Rates	Fringes
LABORER			
Group	1\$	26.57	20.35
Group	2\$	26.72	20.35
Group	3\$	26.92	20.35
Group	4\$	26.89	20.35
Group	5\$	27.22	20.35
Group	6\$	23.71	20.35

LABORERS CLASSIFICATIONS:

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LABO0140-002 06/01/2016

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

LABORER

Group 1	,\$	30.67	16.55
Group 2	\$	30.77	16.55
Group 3	\$	30.82	16.55
Group 4	\$	31.02	16.55
Group 5	\$	30.87	16.55
Group 6	\$	27.30	16.55

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LABO0464-003 06/01/2016

DANE COUNTY

		Rates	Fringes
LABORER			
Group	1	\$ 30.95	16.41
Group	2	\$ 31.05	16.41
Group	3	\$ 31.10	16.41
Group	4	\$ 31.30	16.41
Group	5	\$ 31.15	16.41
Group	6	\$ 27.30	16.41

LABORERS CLASSIFICATIONS:

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch

Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/02/2016

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	I	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	29.86	16.35
Spray,	Sandblast, Steel\$	30.46	16.35
Repaint	:		
Brush,	Roller\$	28.36	16.35
Spray,	Sandblast, Steel\$	28.96	16.35

PAIN0108-002 06/01/2016

RACINE COUNTY

	Rates	Fringes	
Painters:	¢ 22 74	18.70	
Brush, Roller Spray & Sandblast	·	18.70	
			-

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes	
PAINTER	\$ 24.11	12.15	
PATN0259-004 05/01/2015			_

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER	.\$ 22.03	12.45
PAIN0781-002 06/01/2016		

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters: Bridge Brush Spray & Sandblast	\$ 30.07 \$ 30.82	22.19 22.19 22.19
PAIN0802-002 06/01/2016		
COLUMBIA, DANE, DODGE, GRANT, GRE ROCK, AND SAUK COUNTIES	CEN, IOWA, LAFAY	ETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	\$ 27.50	17.72
PREMIUM PAY: Structural Steel, Spray, Bridge hour.	es = \$1.00 add	itional per
PAIN0802-003 06/01/2016		
ADAMS, BROWN, CALUMET, CLARK, DOC LAKE, IRON, JUNEAU, KEWAUNEE, LAN MARATHON, MARINETTE, MARQUETTE, N OUTAGAMIE, PORTAGE, PRICE, SHAWAN	IGLADE, LINCOLN, MENOMINEE, OCON	MANITOWOC, TO, ONEIDA,
WAUSHARA, WAUPACA, WINNEBAGO, ANI		TAYLOR, VILAS,
		Fringes
	NOOD COUNTIES Rates	
WAUSHARA, WAUPACA, WINNEBAGO, ANI	NOOD COUNTIES Rates	Fringes
WAUSHARA, WAUPACA, WINNEBAGO, ANI PAINTER	NOOD COUNTIES Rates	Fringes
PAINTER	NOOD COUNTIES Rates	Fringes
PAINTER	Rates Rates \$ 24.39 Rates \$ 32.74 \$ 33.74	Fringes 11.72
PAINTER	Rates Rates \$ 24.39 Rates \$ 32.74 \$ 33.74	Fringes 11.72 Fringes 18.70 18.70
PAINTER	Rates Rates \$ 24.39 Rates \$ 32.74 \$ 33.74	Fringes 11.72 Fringes 18.70 18.70
PAINTER	Rates Rates \$ 24.39 Rates \$ 32.74 \$ 33.74	Fringes 11.72 Fringes 18.70 18.70
PAINTER	Rates \$ 24.39 Rates \$ 32.74 \$ 33.74 \$ 32.89	Fringes 11.72 Fringes 18.70 18.70 18.70
PAINTER	Rates \$ 24.39 Rates \$ 32.74 \$ 33.74 \$ 32.89	Fringes 11.72 Fringes 18.70 18.70 18.70

CEMENT MASON/CONCRETE FINISHER

Ar	ea 1\$	39.46	17.17
Ar	ea 2 (BAC)\$	35.07	19.75
Ar	ea 3\$	35.61	19.40
Ar	ea 4\$	34.70	20.51
Ar	ea 5\$	36.27	18.73
Ar	ea 6\$	32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

PLUM0011-003 05/02/2016

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
PLUMBER	\$ 39.07	18.73
PLUM0075-002 06/01/2016		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes	
PLUMBER	\$ 40.27	21.47	
PLUM0075-004 06/01/2016			

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

> Rates Fringes

PLUMBER		
PLUM0075-009 06/01/2016		
COLUMBIA, DANE, IOWA, MARQUETT	E, RICHLAND AN	D SAUK COUNTIES
	Rates	Fringes
PLUMBER	\$ 38.82	20.12
PLUM0111-007 06/01/2016		
MARINETTE COUNTY (Niagara only)	
	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 32.19	21.28
PLUM0118-002 06/01/2016		
KENOSHA, RACINE, AND WALWORTH	COUNTIES	
	Rates	Fringes
Plumber and Steamfitter	\$ 40.95	19.95
PLUM0400-003 05/30/2016		
ADAMS, BROWN, CALUMET, DODGE (e LAC, GREEN LAKE, KEWAUNEE, MANI Niagara), MENOMINEE, OCONTO, O	TOWOC, MARINET UTAGAMIE, SHAW	TE (except
ADAMS, BROWN, CALUMET, DODGE (e LAC, GREEN LAKE, KEWAUNEE, MANI Niagara), MENOMINEE, OCONTO, O WAUPACA, WAUSHARA, AND WINNEBA	TOWOC, MARINET UTAGAMIE, SHAW	TE (except
ADAMS, BROWN, CALUMET, DODGE (e LAC, GREEN LAKE, KEWAUNEE, MANI Niagara), MENOMINEE, OCONTO, O WAUPACA, WAUSHARA, AND WINNEBA	TOWOC, MARINET UTAGAMIE, SHAW GO COUNTIES Rates	TE (except ANO, SHEBOYGAN,
ADAMS, BROWN, CALUMET, DODGE (e LAC, GREEN LAKE, KEWAUNEE, MANI Niagara), MENOMINEE, OCONTO, O WAUPACA, WAUSHARA, AND WINNEBA	TOWOC, MARINET UTAGAMIE, SHAW GO COUNTIES Rates	TE (except ANO, SHEBOYGAN, Fringes
ADAMS, BROWN, CALUMET, DODGE (e LAC, GREEN LAKE, KEWAUNEE, MANI Niagara), MENOMINEE, OCONTO, O WAUPACA, WAUSHARA, AND WINNEBA PLUMBER/PIPEFITTER PLUM0434-002 05/29/2016 BARON, BUFFALO, CHIPPEWA, CLAR FLORENCE, FOREST, GRANT, JACKS LINCOLN, MARATHON, MONROE, ONE PORTAGE, PRICE, RUSK, ST. CROI	TOWOC, MARINET UTAGAMIE, SHAW GO COUNTIES Rates\$ 34.39\$ 34.39 K, CRAWFORD, D ON, JUNEAU, LA IDA, PEPIN, PI	TE (except ANO, SHEBOYGAN, Fringes 17.65 UNN, EAU CLAIRE, CROSSE, LANGLADE, ERCE, POLK,
ADAMS, BROWN, CALUMET, DODGE (e LAC, GREEN LAKE, KEWAUNEE, MANI Niagara), MENOMINEE, OCONTO, O WAUPACA, WAUSHARA, AND WINNEBA PLUMBER/PIPEFITTER PLUM0434-002 05/29/2016 BARON, BUFFALO, CHIPPEWA, CLAR FLORENCE, FOREST, GRANT, JACKS LINCOLN, MARATHON, MONROE, ONE PORTAGE, PRICE, RUSK, ST. CROI	TOWOC, MARINET UTAGAMIE, SHAW GO COUNTIES Rates\$ 34.39\$ K, CRAWFORD, D ON, JUNEAU, LA IDA, PEPIN, PI X, TAYLOR, TRE	TE (except ANO, SHEBOYGAN, Fringes 17.65 UNN, EAU CLAIRE, CROSSE, LANGLADE, ERCE, POLK,
ADAMS, BROWN, CALUMET, DODGE (e LAC, GREEN LAKE, KEWAUNEE, MANI Niagara), MENOMINEE, OCONTO, O WAUPACA, WAUSHARA, AND WINNEBA PLUMBER/PIPEFITTER PLUM0434-002 05/29/2016 BARON, BUFFALO, CHIPPEWA, CLAR FLORENCE, FOREST, GRANT, JACKS LINCOLN, MARATHON, MONROE, ONE PORTAGE, PRICE, RUSK, ST. CROI VILAS, AND WOOD COUNTIES	TOWOC, MARINET UTAGAMIE, SHAW GO COUNTIES Rates\$ 34.39 K, CRAWFORD, D ON, JUNEAU, LA IDA, PEPIN, PI X, TAYLOR, TRE Rates	TE (except ANO, SHEBOYGAN, Fringes 17.65 UNN, EAU CLAIRE, CROSSE, LANGLADE, ERCE, POLK, MPEALEAU, VERNON,
ADAMS, BROWN, CALUMET, DODGE (e LAC, GREEN LAKE, KEWAUNEE, MANI Niagara), MENOMINEE, OCONTO, O NAUPACA, WAUSHARA, AND WINNEBA PLUMBER/PIPEFITTER PLUM0434-002 05/29/2016 BARON, BUFFALO, CHIPPEWA, CLAR FLORENCE, FOREST, GRANT, JACKS LINCOLN, MARATHON, MONROE, ONE PORTAGE, PRICE, RUSK, ST. CROI/ILAS, AND WOOD COUNTIES	TOWOC, MARINET UTAGAMIE, SHAW GO COUNTIES Rates\$ 34.39 K, CRAWFORD, D ON, JUNEAU, LA IDA, PEPIN, PI X, TAYLOR, TRE Rates	TE (except ANO, SHEBOYGAN, Fringes 17.65 UNN, EAU CLAIRE, CROSSE, LANGLADE, ERCE, POLK, MPEALEAU, VERNON, Fringes
ADAMS, BROWN, CALUMET, DODGE (e LAC, GREEN LAKE, KEWAUNEE, MANI VIAGRATA), MENOMINEE, OCONTO, O WAUPACA, WAUSHARA, AND WINNEBA PLUMBER/PIPEFITTER PLUM0434-002 05/29/2016 BARON, BUFFALO, CHIPPEWA, CLAR FLORENCE, FOREST, GRANT, JACKS LINCOLN, MARATHON, MONROE, ONE PORTAGE, PRICE, RUSK, ST. CROI VILAS, AND WOOD COUNTIES PIPEFITTER	TOWOC, MARINET UTAGAMIE, SHAW GO COUNTIES Rates\$ 34.39 K, CRAWFORD, D ON, JUNEAU, LA IDA, PEPIN, PI X, TAYLOR, TRE Rates\$ 38.20	TE (except ANO, SHEBOYGAN, Fringes 17.65 UNN, EAU CLAIRE, CROSSE, LANGLADE, ERCE, POLK, MPEALEAU, VERNON, Fringes 16.72 TE, MILWAUKEE,
ADAMS, BROWN, CALUMET, DODGE (e LAC, GREEN LAKE, KEWAUNEE, MANI Niagara), MENOMINEE, OCONTO, O WAUPACA, WAUSHARA, AND WINNEBA PLUMBER/PIPEFITTER PLUM0434-002 05/29/2016 BARON, BUFFALO, CHIPPEWA, CLAR FLORENCE, FOREST, GRANT, JACKS LINCOLN, MARATHON, MONROE, ONE PORTAGE, PRICE, RUSK, ST. CROI VILAS, AND WOOD COUNTIES PIPEFITTER	TOWOC, MARINET UTAGAMIE, SHAW GO COUNTIES Rates\$ 34.39 K, CRAWFORD, D ON, JUNEAU, LA IDA, PEPIN, PI X, TAYLOR, TRE Rates\$ 38.20	TE (except ANO, SHEBOYGAN, Fringes 17.65 UNN, EAU CLAIRE, CROSSE, LANGLADE, ERCE, POLK, MPEALEAU, VERNON, Fringes 16.72 TE, MILWAUKEE,

DITTY 0.001 0.00 0.0 /01 /0.01 C

PLUM0601-009 06/01/2016

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER	.\$ 46.43	19.54

TEAM0039-002 06/01/2016

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axle Trucks\$	26.63	19.85
3 or more axles; Euclids		
or Dumptor, Articulated		
Truck, Mechanic\$	26.78	19.85

SUWI2011-001 11/16/2011

WELL DRILLER\$ 16.52	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

March 2017

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department 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, <u>per se</u>, 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.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.







Page 1 of 8

Federal ID(s): WISC 2017317, WISC 2017319

SECTION: 0001 Contract Items

0010 204.0120 780.000 Removing Asphaltic Surface Milling SY 0020 204.9060.S 1.000 Removing (item description) 001. EACH Permanent Crash Cushion 13.000 Removing (item description) 002. EACH Microwave Detector 8.000 Removing (item description) 003. Pole EACH 0040 204.9060.S 8.000 Removing (item description) 003. Pole EACH 0050 209.0200.S 40.000 Backfill Controlled Low Strength CY 0060 305.0120 40.000 Base Aggregate Dense 1 1/4-Inch TON 0070 465.0105 130.000 Asphaltic Surface TON 0080 495.1000.S 30.000 Cold patch TON 0090 502.2000 206.000 Compression Joint Sealer Preformed Elastomeric (width) 001.1 1/4-Inch LF 0110 509.0301 1,965.000 Preparation Decks Type 1 SY 0120 509.0302	Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
Removing (item description) 001. Permanent Crash Cushion	0010				
Removing (item description) 002. Microwave Detector Microwave Detector	0020	Removing (item description) 001.			·
Removing (item description) 003. Pole EACH	0030	Removing (item description) 002.		·	·
Backfill Controlled Low Strength CY 0060 305.0120 40.000 Base Aggregate Dense 1 1/4-Inch TON 0070 465.0105 130.000 Asphaltic Surface TON 0080 495.1000.S 30.000 Cold patch TON 0090 502.2000 206.000 Compression Joint Sealer Preformed Elastomeric (width) 001.1 1/4-Inch LF 0100 502.3200 32,962.000 Protective Surface Treatment SY 0110 509.0301 1,965.000 Preparation Decks Type 1 SY 0120 509.0302 791.000 Preparation Decks Type 2 SY 0130 509.0500 152.000 Cleaning Decks SY 0140 509.1500 17.000 Concrete Surface Repair SF 0150 509.2000	0040				
Base Aggregate Dense 1 1/4-Inch TON	0050				
Asphaltic Surface TON	0060				
Cold patch TON	0070			<u> </u>	
Compression Joint Sealer Preformed Elastomeric (width) 001. 1 1/4-Inch LF	0800			·	
Protective Surface Treatment SY	0090	Compression Joint Sealer Preformed		·	·
Preparation Decks Type 1 SY	0100				
Preparation Decks Type 2 SY	0110				
Cleaning Decks SY	0120				
Concrete Surface Repair SF	0130				
	0140				
Full-Depth Deck Repair SY	0150				
0160 509.2500 2,543.000 Concrete Masonry Overlay Decks CY	0160				







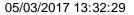
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Federal ID(s): WISC 2017317, WISC 2017319

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0170	603.8000 Concrete Barrier Temporary Precast Delivered	5,323.000 LF	·	
0180	603.8125 Concrete Barrier Temporary Precast Installed	8,712.000 LF		
0190	606.0200 Riprap Medium	2.000 CY		
0200	614.0805 Crash Cushions Permanent Low Maintenance	1.000 EACH		
0210	614.0905 Crash Cushions Temporary	7.000 EACH		
0220	618.0100 Maintenance And Repair of Haul Roads (project) 001. 1060-28-70	1.000 EACH		·
0230	618.0100 Maintenance And Repair of Haul Roads (project) 002. 1228-21-71	1.000 EACH		-
0240	619.1000 Mobilization	1.000 EACH		·
0250	643.0200.S Traffic Control Surveillance and Maintenance (project) 001. 1060-28-70	430.000 DAY	·	
0260	643.0200.S Traffic Control Surveillance and Maintenance (project) 002. 1228-21-71	185.000 DAY		
0270	643.0300 Traffic Control Drums	61,389.000 DAY		
0280	643.0420 Traffic Control Barricades Type III	8,140.000 DAY	·	
0290	643.0705 Traffic Control Warning Lights Type A	10,185.000 DAY		
0300	643.0715 Traffic Control Warning Lights Type C	13,695.000 DAY		
0310	643.0800 Traffic Control Arrow Boards	1,049.000 DAY		·







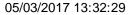
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Federal ID(s): WISC 2017317, WISC 2017319

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0320	643.0900 Traffic Control Signs	28,960.000 DAY		
0330	643.0910 Traffic Control Covering Signs Type I	47.000 EACH		
0340	643.0920 Traffic Control Covering Signs Type II	6.000 EACH	<u></u>	
0350	643.1000 Traffic Control Signs Fixed Message	2,111.000 SF	·	
0360	643.1050 Traffic Control Signs PCMS	928.000 DAY		
0370	643.1055.S Truck or Trailer Mounted Attenuator	40.000 DAY		
0380	643.2000 Traffic Control Detour (project) 001. 1060-28-70	1.000 EACH		
0390	643.2000 Traffic Control Detour (project) 002. 1228-21-71	1.000 EACH		
0400	643.3000 Traffic Control Detour Signs	128,343.000 DAY		
0410	645.0120 Geotextile Type HR	8.000 SY	·	
0420	646.0106 Pavement Marking Epoxy 4-Inch	79,300.000 LF		
0430	646.0126 Pavement Marking Epoxy 8-Inch	429.000 LF		
0440	646.0600 Removing Pavement Markings	23,197.000 LF		
0450	646.0690.S Removing Pavement Markings Water Blasting	17,103.000 LF		
0460	646.0790.S Removing Raised Pavement Markers	152.000 EACH		
0470	646.0841.S Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch	7,529.000 LF		







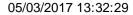
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Federal ID(s): WISC 2017317, WISC 2017319

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0480	646.0843.S Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch	16,958.000 LF	·	
0490	647.0166 Pavement Marking Arrows Epoxy Type 2	1.000 EACH		
0500	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	66.000 LF		
0510	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	4,238.000 LF		
0520	647.0746 Pavement Marking Diagonal Epoxy 24-Inch	3,988.000 LF		
0530	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	91,935.000 LF		
0540	649.0801 Temporary Pavement Marking Removable Tape 8-Inch	12,598.000 LF	·	
0550	649.2100 Temporary Raised Pavement Markers Type I	950.000 EACH		
0560	655.0610 Electrical Wire Lighting 12 AWG	300.000 LF		
0570	657.0210 Transformer Bases Breakaway 15-17 Inch Bolt Circle	2.000 EACH	·	·
0580	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	9.000 EACH	·	·
0590	657.0322 Poles Type 5-Aluminum	9.000 EACH		
0600	657.0375 Poles Type A	2.000 EACH		
0610	657.0605 Luminaire Arms Single Member 4 1/2- Inch Clamp 4-FT	2.000 EACH		







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0620	657.0620 Luminaire Arms Single Member 6-Inch Clamp 4-FT	2.000 EACH		
0630	670.0100 Field System Integrator	LS	LUMP SUM	
0640	670.0200 ITS Documentation	LS	LUMP SUM	
0650	673.0225.S Install Pole Mounted Cabinet	5.000 EACH	·	
0660	675.0200 Install Controller Detector Processor Assembly	12.000 EACH	·	
0670	675.0400.S Install Ethernet Switch	2.000 EACH	·	
0680	SPV.0035 Special 001. Polyester Polymer Concrete Overlay With Milling and Trial Overlay	2,379.200 CY		
0690	SPV.0045 Special 001. Portable Speed Trailer	20.000 DAY	·	<u> </u>
0700	SPV.0045 Special 002. Dynamic Late Merge System	56.000 DAY		
0710	SPV.0060 Special 001. Remove and Reset Existing Crash Cushion	5.000 EACH		·
0720	SPV.0060 Special 002. Clean Drains	46.000 EACH		
0730	SPV.0060 Special 003. Baseline CPM Progress Schedule	1.000 EACH		
0740	SPV.0060 Special 004. Monthly CPM Progress Schedule Updates	14.000 EACH		
0750	SPV.0060 Special 005. Traffic Control Local Road Lane Closures	18.000 EACH		



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Proposal Schedule of Items

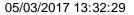
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Federal ID(s): WISC 2017317, WISC 2017319

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0760	SPV.0060 Special 006. Lamp Disposal High Intensity Discharge	442.000 EACH		
0770	SPV.0060 Special 007. Remove Existing HPS Luminaire and Replace With LED C	167.000 EACH		
0780	SPV.0060 Special 008. Remove Existing HPS Luminaire and Replace With LED D	68.000 EACH		
0790	SPV.0060 Special 009. Remove Existing HPS Probeam and Replace With LED Probeam Luminaire	44.000 EACH	·	
0800	SPV.0060 Special 010. Remove Existing HPS Wallpack and Replace With LED Wallpack	2.000 EACH	·	·
0810	SPV.0060 Special 011. Tunnel Luminaire Cleaning and Relamping 200 Watt HPS	13.000 EACH	·	·
0820	SPV.0060 Special 012. Tunnel Luminaire Cleaning and Relamping 400 Watt HPS	148.000 EACH		
0830	SPV.0060 Special 013. Light Pole Rat Screens	167.000 EACH		
0840	SPV.0060 Special 016. Direct Current Power Controller	5.000 EACH	·	·
0850	SPV.0060 Special 017. 12-Volt Detector Battery	5.000 EACH		
0860	SPV.0060 Special 018. 24-Volt Power Supply	2.000 EACH		
0870	SPV.0060 Special 019. Install Ethernet Bridge	6.000 EACH		
0880	SPV.0060 Special 020. Replace Plaque Sequence Identification on Existing Poles	4.000 EACH		







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Federal ID(s): WISC 2017317, WISC 2017319

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0890	SPV.0060 Special 021. Mobilizations Emergency Pavement Repair	4.000 EACH		
0900	SPV.0060 Special 022. Fuse Holders	36.000 EACH		
0910	SPV.0060 Special 023. Fuses Type FNQ	36.000 EACH		
0920	SPV.0060 Special 024. Inspect Downspout System	34.000 EACH		
0930	SPV.0060 Special 025. Clean Downspout System	18.000 EACH	<u> </u>	
0940	SPV.0060 Special 026. Field Splice Paint Inspection	54.000 EACH		·
0950	SPV.0060 Special 027. Overcoating Field Splices	191.000 EACH		
0960	SPV.0060 Special 028. Cover Plate Replacement	1.000 EACH	·	
0970	SPV.0060 Special 030. Traffic Control Close-Open Freeway to Freeway System Ramp	90.000 EACH		
0980	SPV.0060 Special 031. Traffic Control Interim Freeway Lane Closure	301.000 EACH	·	<u></u>
0990	SPV.0060 Special 032. Traffic Control Close-Open Freeway Entrance Ramp	260.000 EACH		
1000	SPV.0090 Special 001. Temporary Pavement Marking Wet Reflective Removable Tape 4-Inch	22,204.000 LF	·	
1010	SPV.0090 Special 002. Downspout Special	102.000 LF		
1020	SPV.0105 Special 001. Maintenance of Lighting Systems	LS	LUMP SUM	



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Proposal Schedule of Items

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Federal ID(s): WISC 2017317, WISC 2017319

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1030	SPV.0105 Special 002. Lighting System Survey	LS	LUMP SUM	·
1040	SPV.0180 Special 001. Removing Asphaltic Concrete Overlay Special	32,813.000 SY		
1050	SPV.0180 Special 002. Methacrylate Sealer	48.000 SY		
1060	SPV.0180 Special 003. Concrete Pavement Repair Special	50.000 SY		
1070	SPV.0195 Special 001. Asphaltic Pavement Repair Special	20.000 TON		
	Section: 000)1	Total:	·
			Total Bid:	

PLEASE ATTACH SCHEDULE OF ITEMS HERE