HIGHWAY WORK PROPOSAL

Proposal Number: 1

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

STATE PROJECT ID FEDERAL PROJECT ID **PROJECT DESCRIPTION HIGHWAY** COUNTY Zoo IC - IH 94 Auxiliary Lanes Waukesha 1060-33-82 WISC 2018 029 IH 94 Moorland Rd to Underwood Prkwy 1060-34-79 Zoo IC. Moorland Road CTH O Waukesha Franklin Dr to IH-94 On Ramp

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, \$ 390,000.00	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: December 12, 2017 Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time	NOT FOR BIDDING PURPOSES
August 24, 2018	NOT FOR BIDDING FOR OSES
Assigned Disadvantaged Business Enterprise Goal 15 %	This contract is exempt from federal oversight.

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

not sign, notarize, or submit this Highway Work Proposal when s	submitting an electronic bid on the internet.
scribed and sworn to before me this date	
(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)
(Date Commission Expires)	(Bidder Title)
Notary Seal	, ,

For Department Use Only

Type of Work

Removals, excavation common, base aggregate, concrete pavement, asphaltic pavement, concrete barrier, concrete sidewalk, pavement marking, storm sewer, erosion control, permanent signing, bridge construction, traffic control, restoration, and other incidental items.

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.
 - 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 C	orporate 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)			
NOTA	RY FOR PRINCIPAL	NOTARY FOR	SURETY
(Date)		(Date))
State of Wisconsin)	State of Wisconsin)
) ss. County)	() ss. County)
On the above date, this instrunamed person(s).	ument was acknowledged before me by the	On the above date, this instrument was named person(s).	acknowledged before me by the
(Signature, Note	ary Public, State of Wisconsin)	(Signature, Notary Public,	State of Wisconsin)
(Print or Type Name	, Notary Public, State of Wisconsin)	(Print or Type Name, Notary Po	ublic, State of Wisconsin)
(Date	Commission Expires)	(Date Commission	on 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

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

March 2010

LIST OF SUBCONTRACTORS

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

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

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

Table of Contents

Article	Description	Page #
1.	General	4
2.	Scope of Work.	
3.	Prosecution and Progress.	
4.	Lane Rental Assessment.	
5.	Traffic.	16
6.	Holiday Work Restrictions.	18
7.	Utilities	20
8.	City of Brookfield Acceptance of Water Construction	36
9.	Referenced Construction Specifications.	36
10.	Other Contracts.	36
11.	Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit	38
12.	Environmental Protection, Aquatic Exotic Species Control	38
13.	Erosion Control.	
14.	Notice to Contractor – Airport Operating Restrictions	40
15.	Notice to Contractor – Milwaukee County Transit System	
16.	Notice to Contractor, Notification of Demolition and/or Renovation No Asbes	stos
	Found.	41
17.	Hauling Restrictions.	
18.	Public Convenience and Safety.	
19.	Traffic Meetings and Traffic Control Scheduling.	
20.	Material and Equipment Staging.	43
21.	Available Documents.	
22.	Geotechnical Investigation Information.	
23.	Contractor Notification.	
24.	Contractor Document Submittals	
25.	Information to Bidders, Use of Recovered Material	
26.	Dust Control Implementation Plan.	
27.	Maintaining Drainage.	
28.	Notice to Contractor – OCIP Exclusions.	
29.	OCIP Information.	
30.	Owner Controlled Insurance Program.	
31.	Subletting the Contract.	
32.	CPM Progress Schedule	
33.	Force Account.	
34.	Clearing and Grubbing, Emerald Ash Borer	
35.	Removing Old Culverts and Bridges.	
36.	Pavement Breaking Equipment	
37.	Removing Concrete Surface Partial Depth, Item 204.0109.S.	
38.	Removing Concrete Barrier.	
39.	Removing Riprap Heavy, Item 204.9035.S.0001.	69

40.	Removing Concrete Apron Endwalls for Pipe, Item 204.9060.S.0001	
41.	Removing Luminaires, Item 204.9060.S.1001.	70
42.	Removing Poles Wood 60-FT, Item 204.9060.S.1002.	71
43.	Removing Electrical Service Meter Breaker Pedestal, Item 204.9060.S.1301	72
44.	Removing Overhead Freeway DMS, Item 204.9060.S.1302.	
45.	Removing Pole, Item 204.9060.S.1303	73
46.	Remove Microwave Detector, Item 204.9060.S.1304	74
47.	Removing Controller Cabinet, Item 204.9060.S.1305.	
48.	Removing Controller Cabinet Base, Item 204.9060.S.1306	
49.	Removing Bulkhead, Item 204.9060.S.8001	76
50.	Removing Loop Detector Wire and Lead-in Cable, CTH O & IH 94 EB Ramps,	
	Item 204.9105.S.0001; CTH O & IH 94 WB Ramps, Item 204.9105.S.0002	77
51.	Removing or Abandoning Miscellaneous Structures.	
52.	QMP Subgrade	78
53.	QMP Base Aggregate.	88
54.	Select Crushed Material.	97
55.	Ride Quality.	97
56.	QMP HMA Pavement Nuclear Density	97
57.	Concrete Masonry Structures	. 104
58.	Concrete Staining B-67-344, Item 517.1010.S.0001	. 105
59.	Catch Basins, Manholes, and Inlets.	
60.	Pipe Grates, Item 611.9800.S.	
61.	Fence Safety, Item 616.0700.S.	. 108
62.	Stone or Rock Ditch Checks, Item 628.7515.S.	. 109
63.	Sign Supports Concrete Masonry.	. 110
64.	Field Facilities	. 111
65.	Covering Signs.	. 111
66.	Traffic Control.	. 112
67.	Traffic Control Detour Signs Not in Use	. 113
68.	Truck or Trailer-Mounted Attenuator, Item 643.1055.S.	. 113
69.	Temporary Pedestrian Surface Plywood, Item 644.1420.S.	. 114
70.	Temporary Curb Ramp, Item 644.1601.S	
71.	Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch, Item	
	646.0841.S; 8-Inch, Item 646.0843.S.	. 116
72.	Pavement Marking Grooved Contrast Wet Reflective Epoxy 8-Inch 646.0844.S	. 118
73.	Pavement Marking Grooved Wet Reflective Epoxy 4-Inch, Item 646.2304.S	. 121
74.	Lighting Systems.	
75.	Install Conduit Into Existing Item, Item 652.0700.S.	. 125
76.	Distribution Center Maintenance.	. 126
77.	Intelligent Transportation Systems (ITS) – Control of Materials	. 127
78.	Intelligent Transportation Systems – General Requirements.	. 128
79.	Install Pole Mounted Cabinet, Item 673.0225.S.	
80.	Install Ethernet Switch, Item 675.0400.S.	
81.	Removing 50-Foot Camera Pole, Item 677.9051.S.	. 134
82.	Removing CCTV Camera, Item 677.9200.S.	
83.	Install Overhead Freeway DMS Full Matrix, Item 678.0100.S	. 136

84.	Backfill Slurry, Item SPV.0035.8001.	. 137
85.	Portable Speed Trailer, Item SPV.0045.0001	138
86.	Concrete Barrier Type S42 End Anchor, Item SPV.0060.0001.	139
87.	Traffic Control Full Freeway Closure, Item SPV.0060.0002	
88.	Traffic Control Close-Open Freeway Entrance Ramp, Item SPV.0060.0003	
89.	Traffic Control Interim Freeway Lane Closure, Item SPV.0060.0004	141
90.	Traffic Control Close- Open Freeway to Freeway System Ramp, Item SPV.0060.0006.	
91.	Traffic Control Local Road Lane Closures, Item SPV.0060.0007	
92.	Lamp Disposal High Intensity Discharge, Item SPV.0060.1001.	
93.	Lighting Units Salvaged, Item SPV.0060.1002	
94.	Poles Wood 60-FT, Item SPV.0060.1003	
95.	Salvage Hardwired HAR Sign Flasher Assembly, Item SPV.0060.2006	146
96.	Install Salvaged Hardwired HAR Sign Flasher Assembly, Item SPV.0060.2007	
97.	Refocus Vehicle Detector Assembly, Item SPV.0060.2008	
98.	Ground Rod, Item SPV.0060.2009.	
99.	Removing Old Sign Structure S-67-402, Item SPV.0060.4000.	150
100.	Adjusting Water Valve, Item SPV.0060.5000	150
101.	Reconstruct Water Manhole, Item SPV.0060.5001	151
102.	Pipe Connection to Existing Structure, Item SPV.0060.8015.	152
103.	Inlet Covers Type 27-M, Item SPV.0060.8050.	153
104.	Pavement Cleanup Project 1060-33-82, Item SPV.0075.0001; 1060-34-79, Item	
	SPV.0075.0002.	
105.	Obstructions Foundation Drilling, Item SPV.0075.4000	. 155
106.	Joint Repair, Item SPV.0090.0001.	
107.	Pipe Underdrain 6-Inch Special, Item SPV.0090.0002.	. 158
108.	Heavy Duty Silt Fence, Item SPV.0090.0301.	. 159
109.	Conduit Flexible Metallic 3-Inch, Item SPV.0090.1001.	
110.	Cable In Duct 3-2 AWG, 1-8 AWG, Item SPV.0090.1002	
111.	Cable Aerial Aluminum 2 AWG Quadruplex, Item SPV.0090.1003	162
112.	Fence Decorative Bridge B-67-344, Item SPV.0090.4001	164
113.	Survey Project 1060-33-82, Item SPV.0105.0001; 1060-34-79, Item SPV.0105.0002.	. 167
114.	Remove, Salvage and Reinstall Federal Signal Siren, Item SPV.0105.0003	169
115.	Maintenance of Lighting Systems, Item SPV.0105.1001	
116.	Lighting System Integrator, Item SPV.0105.1002	174
117.	Lighting System Survey, Item SPV.0105.1003.	
118.	Remove and Relocate Existing Sign Bridge S-67-315, Item SPV.0105.4000	
119.	Vibration Monitoring, Item SPV.0135.0001.	
120.	Topsoil Special, Item SPV.0180.0001	
121.	Epoxy Resin Binder, Item SPV.0180.0002.	
122.	Slope Paving Crushed Aggregate Special Item SPV.0180.0003	
123.	Excavation, Hauling, and Disposal of Creosote Contaminated Soil, Item	
	SPV.0195.0001	187

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1060-33-82, Zoo IC, IH 94 Auxiliary Lanes, Moorland Rd to Underwood Creek Prkwy, IH 94, Waukesha County, Wisconsin and Project 1060-34-79, Zoo IC, Moorland Road, Franklin Dr to IH 94 On Ramp, CTH O, Waukesha 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 removals, grading, base aggregate, bridge replacement, HMA pavement, curb and gutter, concrete sidewalk, traffic control, pavement marking, restoration 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 completion date is based on an expedited work schedule and may require extraordinary forces and equipment; work on Saturdays, Sundays, and nationally recognized legal holidays; and work at night.

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

Be advised that there may be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: concrete pavement repair/replacement, paving, traffic control, signing, pavement marking, finishing items and other incidental items. No additional payment will be made, by the department, for additional mobilizations.

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

Anticipate cold weather paving and concrete.

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

Waukesha County will perform snow removal operations for freeway and ramp lanes that are open to traffic. The City of Brookfield will perform snow removal operations for local streets that are open to traffic. Provide for snow removal in those areas closed to traffic as required to facilitate safe construction operations and as required to eliminate snow melt run-off from crossing active roadways. Provide Milwaukee County Highway Maintenance, Waukesha County Highway Maintenance and Waukesha Sheriff's Department with a 24-hour emergency contact number for when maintenance is required.

Migratory Birds

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

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

Submit a schedule and description of clearing operations with the ECIP 14 days prior to any clearing operations. The department will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of clearing operations, and list those additional measures in the approval letter for the ECIP.

Northern Long-eared Bat (Myotis septentrionalis)

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees. Roosts have been identified within 150 feet of the project limits. The species and all active roosts are protected by the Federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

To avoid adverse impacts upon the NLEBs, no Clearing is allowed between June 1 and July 31, both dates inclusive.

If the required Clearing is not completed by May 31, the department will suspend all clearing and associated work directly impacted by Clearing. The department will issue a notice to proceed with Clearing and associated work directly impacted by clearing after consulting with the United States Fish and Wildlife Service (USFWS).

Submit a schedule and description of clearing operations with the ECIP 14 days prior to any Clearing operations. The department will determine, based on schedule and scope of work, what additional erosion control measures shall be implemented prior to the start of Clearing operations, and list those additional measures in the ECIP.

Contractor Coordination

Attend weekly scheduling meetings to discuss the near term schedule activities, address any long-term schedule issues, and discuss any relevant technical issues. Develop a rolling three-week schedule identifying the previous week worked and a two week "look ahead". Provide sufficient detail to include actual and planned activities and all the subcontractors for offsite and construction activities, addressing all activities including ramp and lane closure schedules to be performed and identifying issues requiring engineering action or input. Submit plans for all traffic control for review by the engineer and approval a minimum of one week prior to implementation.

AT&T Wisconsin has existing transite conduits attached below the Sunny Slope structure crossing IH 94. AT&T Wisconsin will remove these conduits in conjunction with structure demolition. Provide freeway traffic control and lane closures for the removal of the conduits. Allow AT&T Wisconsin two working days to complete their removals once traffic control has been established. Lane rental assessments will apply to these closures. Contact Chris Duncan, (262) 896-7678 office / (414) 491-4810, of AT&T Wisconsin 15 days prior to the demolition of the structure to coordinate removal.

Definitions - Freeway Work Restrictions

The following definitions apply to the contract for freeway work restrictions:

Weekday Peak Hours

- 5:30 AM 9:00 AM Monday, Tuesday, Wednesday, Thursday, Friday
- · 2:00 PM 7:00 PM Monday, Tuesday, Wednesday, Thursday, Friday

Weekend Peak Hours

• 8:00 AM − 7:00 PM Saturday, Sunday

Weekend Off-Peak Hours

- 7:00 PM − 11:00 PM Saturday
- 7:00 PM 9:30 PM Sunday

Weekday Off-Peak Hours

- 9:00 AM 2:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday
- 7:00 PM 9:30 PM Monday, Tuesday, Wednesday, Thursday
- 7:00 PM 11:00 PM Friday

Night Time Hours

- 9:30 PM Sunday, Monday, Tuesday, Wednesday, and Thursday 5:30 AMthe following day
- 11:00 PM Friday and Saturday 8:00 AM the following day

Extended Full Freeway Closure Hours (Bridge Demolition)

• 10:00 PM Friday and Saturday – 10:00 AM the following day

Full Freeway Closure Hours (Girder Erection and Deck Pours)

- 11:00 PM Sunday, Monday, Tuesday, Wednesday, and Thursday 4:30 AM the following day
- 11:00 PM Friday and Saturday 6:00 AM the following day

Freeway Work Restrictions - General

Provide a minimum of three lanes in each direction of the freeways and ensure that the freeways are entirely clear for traffic during Weekday Peak Hours, Weekend Peak Hours, and during Weekday Off-Peak Hours, except as shown in the traffic control plans. Provide a minimum of two lanes in each direction of the freeways and ensure that the freeways are entirely clear for traffic during Weekend Off-Peak Hours. Provide a minimum of one lane in each direction of the freeway and ensure that the freeways are entirely clear for traffic during Night Time Hours except as allowed during full closure.

Freeway Work Restrictions - Full Closure

Full closure and detouring of freeway roads will be restricted to Extended Full Freeway Closure Hours and Full Freeway Closure Hours. Extended Full Freeway Closure Hours will only be permitted for bridge demolition. Full Freeway Closure Hours will be permitted as approved by the engineer for other work operations. This may include full freeway closures to facilitate erection of girders, deck pours, and to perform work related to major traffic shifts. Provide signed detour routes, as shown in the plans that are fully open and free of construction during all full freeway and system ramp closures.

Submit requests for freeway closures 14 calendar days prior to the planned closure events. Obtain prior approval from the engineer and the SEF Construction Program Work Zone and Traffic Engineer, (414) 750-1397, for said closures. Notify local emergency and police agencies seven calendar days prior to closures.

Ramp Closures

All entrance and exit ramps shall be posted three business days in advance of their closure with dates and time closure.

No two consecutive entrance ramps or consecutive exit ramps may be closed unless it is shown in the traffic control plans or approved by the engineer.

Rolling Closure

Short-term freeway mainline rolling closures may be allowed for a maximum of 15 minutes for the removal and erection of sign structures, equipment moves across the road, or other required work as determined by the engineer. The department will allow short-term rolling closures only between 2:00 AM and 4:00 AM and they may only be performed by freeway law enforcement.

Obtain approval from the engineer before coordinating these closures with freeway law enforcement 14 days in advance of closure. Present the scheduled time for the short term rolling closure at the weekly traffic meeting a minimum of one week prior to the closure. SEF Rev. 14_1212

Closure Restrictions General

Full closure of system ramps and service ramps will be restricted to Night Time Hours beyond that shown on the traffic control plans.

Do not begin or continue any work that closes traffic lanes or ramps outside the allowed time periods specified in this contract. If the contractor fails to open freeway lanes of traffic and/or ramps to traffic by the specified times, deductions shown in the Lane Rental Assessment article will be made from the monies due to the contractor.

Permitting the contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the department of any of its rights under the contract.

Lane rental for shoulder shall only apply to shoulders along the traveled way of IH 94 westbound/eastbound. A shoulder is considered closed when a paved shoulder area with 8 feet or more of width is reduced to a dimension less than 8-feet wide by contractor's equipment or traffic control devices, excluding spot locations of advance traffic control devices "in use" for other lane or ramp closures. Lane rental for shoulder shall not apply to shoulders along ramps or along closed traffic lane(s).

Lane rental will not be assessed for maintenance of temporary surfaces, if in the opinion of the engineer, maintenance of the damaged pavement was completed expeditiously, and the lack of maintenance would cause safety concerns to the traveling public.

Work Zone Ingress/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 and off-peak hours. Access into the work zones from the freeway will be allowed during night-time 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. SEF Rev. 13_0425

Portable Changeable Message Signs

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

Service Ramp Closure Restrictions

None of the IH 94 freeway ramps to or from S. Moorland Road shall be closed until after the STH 100 freeway ramps are reopened as part of project 1060-33-81.

Local Street Work Restrictions

Comply with all local ordinances that apply to local street work operations, including those pertaining to working during night time hours. Furnish any ordinance variance issued by the municipality or required permits to the engineer in writing three days prior to performing such work.

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

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

Construct temporary sidewalk surfaces with a minimum of 2 inches of temporary asphaltic surface or alternative material as approved by the engineer and a minimum of 4-feet wide. Compact the surface of temporary asphaltic surface until smooth and capable of supporting a wheelchair. The separate payment for the construction of temporary sidewalks including materials, labor, removal and restoration, will be made by the department under the bid item Temporary Pedestrian Surface, unless otherwise shown on the plans.

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

Inform engineer, property owners and tenants at least 48 hours prior to removing a driveway approach that serves that property. Schedule driveway approach removal and replacement so that the maximum time lapse between removal and replacement is 7 days.

Do not close residential approaches or remove from service without giving 5 day notice to the occupants of the premises to remove their vehicles prior to driveway removal or closing of the driveway approach access. If necessary, make other access arrangements, agreed to in writing and signed by the contractor and the property owner serviced by the driveway. Obtain approval from the engineer prior to alternating construction sequencing.

Only night time closures may be utilized on S. Moorland Road. Place temporary pavement marking as necessary at the end of the night time closure to allow S. Moorland Road to be fully opened to traffic during day time hours.

Definitions – Local Road Work Restrictions

The following definitions apply to this contract for local street closure restrictions:

Night Time Hours

 9:30 PM Sunday, Monday, Tuesday, Wednesday, and Thursday – 5:30 AM the following day

Interim and Final Completion of Work

Supplement standard spec 108.10 with the following:

The department will not grant time extensions for the following:

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

Each day is defined as a 24 hour period beginning at 12:01 AM. sef-108-015 (20170330)

PROJECT 1060-33-82

Interim Liquidated Damages

Cross Culvert Replacement:

One full weekend closure of the eastbound and westbound lanes of IH 94, between the STH 100 ramps and the Moorland ramps, will be allowed for construction of the culverts listed below:

- P135A (Station 632+00, RT)
- P157 (Station 647+92.04, RT)
- P381 (Station 648+28, LT)
- P400A (Station 660+00, LT)
- P405A (Station 663+00, LT)
- P420B (Station 666+00, LT)

Complete all work on IH 94 necessary to open all lanes and ramps to traffic, including culvert crossing construction, placement of HMA pavement, pavement marking, and all incidentals necessary to complete the work. The closure is only permitted within the weekend timeframe of 11:00 PM Friday night to 6:00 AM Sunday Morning, or 11:00 PM Saturday night to 5:00 AM Monday morning.

If the contractor fails to complete the work necessary to open all lanes of IH 94 to traffic by 6:01 AM Sunday morning or 5:01 AM Monday morning, the department will assess the contractor \$15,000 per lane per direction in interim liquidated damages for each hour that the contract work remains incomplete. An entire hour will be charged for any period of time within an hour that any IH 94 lane remains closed beyond 6:01 AM Sunday morning or 5:01 AM Monday morning. This hourly damage will be assessed under administrative item Failing to Open Road to Traffic.

Schedule of Operations

Traffic shifts shown in a given stage may occur at different times during that stage depending on the controlling elements for a given traffic movement. The traffic staging of the Zoo Interchange project (I.D. 1060-33-81), could impact traffic staging and additional traffic shifts may be necessary to match the Zoo Interchange project. The department anticipates the schedule for each stage as follows:

Stage 1: January 2, 2018 to February 28, 2018 Stage 2/2A: March 1, 2018 to August 24, 2018

Stage 1 Construction:

IH 94

- · Removal of existing Sunnyslope Road Bridge.
- · Removal of median barrier wall and sign structures.
- · Construction of sign bridge concrete footings in median.

- Removal of existing bridge median piers.
- Construct median piers for proposed Structure B-67-344.
- · Construct culvert crossing.

Sunnyslope Road

- · Reconstruction of Sunnyslope Road.
- · Placement of storm sewer at Sunnyslope Road.

Stage 2 Construction:

IH 94

- Complete construction of proposed Structure B-67-344.
- Remove outside shoulder on IH 94 eastbound and westbound.
- Excavate, place storm sewer, perform grading on IH 94 eastbound and westbound.
- · Construct IH 94 eastbound and westbound auxiliary lanes and concrete barrier.

Sunnyslope Road

Continue reconstruction of Sunnyslope Road.

Stage 2A Construction:

• Mill and Overlay Moorland Rd. Entrance and Exit Ramps as well as pavement on IH 94.

PROJECT 1060-34-79

Work on Moorland Road from west of Franklin Drive through the east side of the intersection with the westbound IH 94 entrance ramp, as shown in the plans, may commence for a one time only period of 42 consecutive calendar days to facilitate construction. This work and associated night time lane closures will only be allowed during the April 15, 2018 to June 27, 2018 timeframe.

Schedule of Operations

The department anticipates the schedule of each stage as follows:

Stage 1:

- All work in Stage 1 occurs in the outer two northbound and southbound lanes of S. Moorland Road.
- Construct temporary pedestrian surface and curb ramps.
- · Construct permanent curb ramps.
- Perform base patching as necessary.

- Mill roadway surface and place binder.
- Adjust inlet covers and add ramping as necessary to open to traffic during day time hours.
- Mill ramping and overlay pavement surface.
- Place temporary pavement marking as necessary between lifts and stages for use during daytime hours.

Stage 2:

- All work in Stage 2 occurs in the inner northbound and southbound lane of S. Moorland Road and left turn lanes.
- Perform base patching as necessary.
- Mill roadway surface and place binder.
- Adjust manhole and inlet covers and add ramping as necessary to open to traffic during day time hours.
- Mill ramping and overlay pavement surface.
- Place temporary pavement marking as necessary between lifts for use during daytime hours
- Place permanent pavement marking upon completion of all paving operations.

4. Lane Rental Assessment.

A General

This contract includes a lane rental procedure in which lane rental is assessed for closures exceeding those credited per category in the table below and for lane closures outside of the allowed lane closures time periods as defined in the Traffic article.

If a lane is obstructed at any time due to work operations, it is considered a closure.

The purpose of lane rental is to enforce compliance of lane restriction and discourage unnecessary closures.

A.1 Lane Rental Assessment Tables

Lane Rental Assessment Table*										
Freeway Closure Type	Peak	eak Hours Weekend Pe		Weekend Peak Hours Weekday Off-Peak		Weekend Off-Peak		Night Time Hours		
	Quarter Hour Rental	Quarter Hour Closure Credits	Quarter Hour Rental	Quarter Hour Closure Credits	Quarter Hour Rental	Quarter Hour Closure Credits	Quarter Hour Rental	Quarter Hour Closure Credits	Quarter Hour Rental	Quarter Hour Closure Credits
Shoulder ≥ 8 ft., shoulder is reduced to < 8 ft.	\$100	0	\$100	0	\$100	1000	\$100	320	\$100	640
Single Lane where ≥2 lanes next to closure are open to traffic	\$3,750	0	\$3,750	0	\$3,750	0	\$3,750	320	\$3,750	640
≥2 lanes where 2 lanes next to closure are open to traffic	\$7,500	0	\$7,500	0	\$7,500	0	\$7,500	0	\$7,500	320
≥2 lanes where 1 lane next to closure is open to traffic	\$7,500	0	\$7,500	0	\$7,500	0	\$7,500	0	\$7,500	1280
Service Ramp	\$375	0	\$375	0	\$300	120**	\$300	0	\$375	688
System Ramp	\$1,250	0	\$1,250	0	\$1,250	0	\$1,250	0	\$1,250	576
Full Roadway Closure (One Direction of the Freeway)	\$11,25 0	0	\$11,250	0	\$11,250	0	\$11,250	0	\$11,250	528

^{*}Allowable closure hours for the 31-hour full freeway weekend closure are not included in this table, and will be handled via interim liquidated damages in the Prosecution & Progress section of the special provisions.

**These hours will only be allowed for light fixture replacement.

Local Lane Rental Assessment Table											
Local Road	Peak Hours		Weekend Peak Hours		Weekday Off-Peak		Weekend Off-Peak Hours		Night Time Hours		
Closure Type	Quarter Hour Rental	Quarter Hour Closure Credits	Quarter Hour Rental	Quarter Hour Closure Credits	Quarter Hour Closure Hour Rental	Quarter Hour Closure Credits	Quarter Hour Rental	Quarter Hour Closure Credits	Quarter Hour Rental	Quarter Hour Closure Credits	
Single Lane Local Road Closure	\$250	0	\$250	0	\$250	0	\$250	0	\$250	640	
Multiple Lane Local Road Closure	\$250	0	\$250	0	\$250	0	\$250	0	\$250	640	

The Quarter Hour Rental 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.

All shoulder, lane, roadway, or ramp closure event durations longer than 15 minutes will be rounded up or down to the nearest quarter hour for this computation. Assessments will be administered via deductions made from the monies due to the contractor based on the quarter hour rental rate for the closure type and quarter hour definition that the non-compliant closure occurs. The definitions are defined within the Lane Closure Definitions described in Prosecution and Progress. The definitions are defined within the Lane Closure Definitions described in Prosecution and Progress. The deduction will be made based on the applicable rate for all closures whether work is being performed or not. The engineer, or designated representative, will be the sole authority in determining time period length for the lane rental charge.

Lane rentals will not be assessed for upstream service interchange ramp closures used to reduce vehicle demand heading into downstream roadway or ramp closures.

Lane rental will not be assessed for mainline closures noted in the plans under the title "Stage 1 Construction", or "Stage 2 Construction". Additional lane or ramp closures shown beyond those in the plans under the same title will be assessed per this article.

Additional ramp closures shown beyond those in the plans under the same title will be assessed per this article.

Lane rental will not be assessed for local road lane closures noted in the plans under the title "Traffic Control - Local Streets". Additional local road lane closures shown beyond those in the plans under the same title will be assessed per this article.

Lane rental for shoulder shall only apply to shoulders along the traveled way of the freeway. A shoulder is considered closed where a paved shoulder at least 8 feet wide is reduced to less than 8-feet wide by contractor's equipment or traffic control devices, excluding spot locations of advance traffic control devices "in use" for other lane or ramp closures. Lane rental for shoulder shall not apply to shoulders adjacent to ramps or along closed traffic lane(s).

Lane rental will not be assessed for maintenance of temporary surfaces if maintenance of the damaged pavement was completed, in a time frame acceptable to the engineer, and the lack of maintenance would cause safety concerns to the traveling public.

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

A1.1 Lane Rental Assessment and Liquidated Damages

If interim completion time or contract time expires before 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.

B (Vacant)

C (Vacant)

D Measurement

The department will assess a Lane Rental by the dollar under the administrative item 801.0104 – Failing to Open Road to Traffic, per CMM 2-38.2.11 Table 1.

The total dollar amount of Lane Rental assessment will be (quarter hour rental (\$) per category) X ((#) exceeded quarter hour closure credits) + (quarter hour rental (\$) per category) X ((#) quarter hours that lane remains closed outside of allowable lane closure time per category).

Unused quarter hour closure credits will not be applied to offset or reduce any assessments made by the department under this article.

Lane Rental Assessment will be in effect from the notice to proceed until the department issues final acceptance.

E (Vacant)

5. Traffic.

Perform the work under this contract in a manner that will interfere as little as possible with active traffic on local streets. Do not park or store vehicles, equipment, or materials on City of Wauwatosa and City of Brookfield streets adjacent to active traffic or within the clear zone 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 approval of the engineer.

At all times maintain access to businesses and residents on the existing local streets within the project work area. Do not close or remove driveway approaches or parking stalls from service without a five day notice given to the occupants of the premises to remove their vehicles prior to driveway removal or closing of the driveway approach access.

Coordinate traffic requirements under this contract with other ongoing department construction projects. This contractor shall be responsible for implementing and coordinating with other contractors all traffic control as shown on the plans.

PROJECT 1060-33-82

Stage 1 Traffic:

<u>IH 94</u>

- · Close inside shoulder on IH 94 eastbound and westbound.
- All lanes and ramps open to traffic during peak hours.
- Short-term lane and ramp closures permitted during night time hours.

- Full freeway closures permitted during restricted night time hours for bridge removal.
- Extended full freeway weekend closure for culvert crossing construction.

Stage 2 Traffic:

IH 94

- Long term lane shift to inside shoulder and temporary lane narrowing for IH 94 eastbound and westbound lanes.
- All lanes and ramps open to traffic during peak hours.
- · Short-term lane and ramp closures permitted during night time hours.
- Full freeway closures permitted during restricted night time hours for girder erection and bridge deck pours.

Stage 2A Traffic:

IH 94

- All lanes and ramps open to traffic during peak hours.
- Short term lane and ramp closures permitted during night time hours.
- Interim freeway lane closures permitted during restricted night time hours for mill and overlay.

PROJECT 1060-34-79

Stage 1 Traffic:

- Reduce both northbound and southbound S. Moorland Road to one lane in each direction during night time hours only.
- Close all IH 94 on and off ramps to and from S. Moorland Road during night time hours only.
- Reopen all lanes of traffic and freeway ramps during daytime hours.

Stage 2 Traffic:

- Reduce both northbound and southbound S. Moorland Road to two lanes in each direction during night time hours only.
- Close access from northbound S. Moorland Road to the IH 94 westbound on ramp during night time hours only.
- Reopen all lanes of traffic and freeway ramps during daytime hours.

Wisconsin Lane Closure System Advance Notification

Notify the engineer and SEF Construction Program Work Zone and Traffic Engineer, Stephanie Leranth, (414) 750-1397, 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 engineer and WisDOT STOC. Notify WisDOT Signal Operations, (414) 750-2605, and WisDOT electrical Field Unit, (414) 266-1170, regarding changes for alternate routes and detours.

Provide the engineer with a schedule of lane and ramp closures by 9:00 AM on Wednesday for the next ten calendar days. 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			
Local Road Closures	5 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.

Obtain prior acceptance from the engineer and the WisDOT Statewide Traffic Operations Center for Full Freeway Closures. Notify local emergency and police agencies seven calendar days prior to freeway closure.

Due to advance planning and notification needed for closures, the following additional advance notification for closures as defined in the prosecution and progress article is requested:

Extended Full Freeway Hours	14 calendar days
Full Freeway Closures Greater Than Extended but Less than 20 Hours	30 calendar days
Full Freeway Closures Greater than 20 Hours	45 calendar days

6. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 94 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, December 22, 2017 to 6:00 AM Tuesday, December 26, 2017 for Christmas Day;
- From noon Friday, December 29, 2017 to 6:00 AM Tuesday, January 2, 2018 for New Year's 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.

107-005 (20050502)

Provide any proposals to work within the work zone(s) adjacent to the highway carrying IH 94 traffic during the established holiday periods to the engineer for approval. Proposals shall include a plan that establishes work type, hours of operations, and shall certify no ingress/egress to the site by construction or worker vehicles from IH 94 consistent with the above restrictions for equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic as noted above.

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 roadways 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.

Freeway Special Event Restrictions

During Summer Fest, keep open the following roadways until one hour after the event closes each night:

- System ramps (those that are not already closed long-term per the staging plans).
- Service interchange ramps at the Watertown Plank, 84th Street, and 68th/70th Street service interchanges (those that are not already closed long-term per the staging plans).
- Maintain two open lanes on IH 94 WEST, one open lane on IH 94 EAST, and one open lane on USH 45, north of I-94, in both directions.

During Wisconsin State Fair, keep open the following roadways until one hour after the event closes each night:

- System ramps (those that are not already closed long-term per the staging plans).
- Service interchange ramps (those that are not already closed long-term per the staging plans).
- Maintain two open lanes on IH 94 and USH 45 in both directions.

On days with a Milwaukee Brewer home game at Miller Park, maintain two outbound lanes on westbound IH 94 from Miller Park up until four hours after the start of the game. IH 94 restrictions during other special events at Miller Park will be determined on an as needed basis.

On days with a University of Wisconsin Badgers Football game at Camp Randall, no lane closures are allowed on westbound IH 94 from 4 hours prior to kickoff and no lane closures are allowed on eastbound IH 94 from the time the game ends until 4 hours following.

These restrictions also apply to hauling of materials and equipment.

7. Utilities.

This contract comes under the provisions of Administrative Rule TRANS 220.

Additional information regarding recently relocated utility facilities may be available on permits issued to the utility companies. These permits can be viewed at the Region Office during normal working hours. Contact WisDOT SE Freeways Utility Coordinator Douglas Gendron at (414) 750-4362 for further information.

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 state statute. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Some utility work, as described below, is dependent on prior work being performed by the contractor at a specific site. Provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Notice shall be given 14 to 16 calendar days in advance of when the site will be available to the utility. Follow up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

Contact utility companies listed in the plans prior to preparing bids to obtain current information on existing utility locations and the status of any new utility relocation work.

Utility companies will be performing utility work and adjustments within the limits and during the life of the project. The contractor shall cooperate and coordinate construction activities with these companies.

There may be discontinued utility facilities within the project limits. If a conflict with a discontinued utility facility is encountered, contact the appropriate utility owner/representative to coordinate construction activities and proper removal and disposal of said facility as necessary.

Utility working days shown herein are as defined in Wisconsin Administrative Code Chapter Trans 220.

Known utilities in the project area are as follows:

<u>1060-33-82</u>

AT&T Legacy (**aka. AT&T Corporation**) has an existing underground communication line within the project limits beginning beyond the westerly project limits and running easterly along the northerly right-of-way of IH 94, crossing Sunnyslope Road at Station 131+86, and continuing easterly along the northerly right-of-way, crossing Elm Grove Road at Station 21+58, and continuing easterly along the northerly right-of-way to Station 676+76, 148'LT. From there it turns and runs southeasterly, crossing IH 94 at Station 676+76, and continuing southeasterly to Station 676+76, 140'RT where it turns and runs along a line approximately 20' north of the southerly right-of-way of IH 94 to beyond the easterly project limits. This line will remain in place without adjustment.

AT&T Corporation also has a discontinued line within the project limits beginning at Station 676+76, 148'LT and running easterly along the northerly right-of-way of IH 94 to beyond the easterly project limits.

Contact Ken Nine, (574) 842-8830 office / (574) 904-6336 cell, of JMC Engineers & Associates, Inc. 7 days in advance to coordinate locations and any excavation near AT&T Corporation facilities.

AT&T Local Network (aka. Teleport Communications of America) has an existing overhead line on We Energies poles within the project limits beginning beyond the easterly project limits and running westerly to a pole at Station 121+46, 22'RT where it turns and runs northerly along a line 21 east of and parallel to the centerline of Sunnyslope Road to a pole at Station 123+17, 21'RT. From there the line runs northeasterly to a pole at Station 126+85, 61'RT and then runs northerly, crossing IH 94 at Station 626+90, and continuing northerly to a pole at Station 132+08, 50'RT. From there the line continues northerly to a pole at Station 133+65, 52'RT where it turns and runs northwesterly, crossing Sunnyslope Road, and continuing northwesterly to a pole at Station 135+28, 46'LT. From there it turns and runs northerly along the westerly right-of-way of Sunnyslope Road to beyond the project limits. This line will remain in place without adjustment except as noted. TCA will detach and reattach to poles being adjusted by We Energies prior to construction.

Contact Jennifer Navarro, (414) 459-3564, of Northwind Technical Services 7 days in advance to coordinate locations and any excavation near TCA facilities.

AT&T Wisconsin has existing overhead and underground communication facilities within the project limits in the following locations:

- An existing underground communications line beginning beyond the southerly project limits and running northerly along the southbound lane of Sunnyslope Road to a vault at Station 126+42, 9'LT. From there the line continues northerly and crosses IH 94 in a duct package attached to the Sunnyslope Road structure, crossing IH 94 at Station 626+32, and

continuing northerly to a vault at Station 135+14, 10'LT. From there the line continues northerly to beyond the project limits. Prior to construction, AT&T will relocate the existing underground communication line beginning at the vault at Station 126+42, 9'LT and running westerly and northwesterly to Station 126+63, 38'LT. From there they will bore a new line northerly, crossing below IH 94, and continuing northerly to Station 133+33, 38'LT where the line will turn and run northeasterly to Station 134+70, 9'LT. From there it will run northerly to the vault at Station 135+14, 10'LT. The existing duct package attached to the Sunnyslope structure is composed of transite material and it will be removed by AT&T Wisconsin in conjunction with the demolition of the structure and removal of pavement. Allow AT&T Wisconsin 2 working days to perform removal of the transite ducts on the structure and 3 working days once the pavement has been removed in the areas south and north of the existing structure. The remainder of the existing communications line in the relocated area will be discontinued in place. All other portions of this line will remain in place without adjustment. AT&T will also reconstruct manholes at the vaults at Station 126+42, 9'LT and Station 135+14, 10'LT during construction. Allow 3 working days at each vault for AT&T to adjust the manholes during construction.

- Two underground communications lines beginning at a vault at Station 135+14, 10'LT and running easterly across Sunnyslope Road to the easterly right-of-way line where they turn and run northerly along the right-of-way line to beyond the northerly project limits. These lines will remain in place without adjustment.
- An existing underground communications line beginning at a vault at Station 135+14, 10'LT and running easterly across Sunnyslope Road to Station 135+03, 44'RT where it turns and runs southerly along the easterly right-of-way to Station 133+06, 47'RT. From there the line runs southwesterly and ends at a cabinet at Station 131+85, 34'RT. This line will remain in place without adjustment.
- An existing underground communications line beginning at a vault at Station 135+14, 10'LT and running westerly to beyond the project limits. This line will remain in place without adjustment.
- An existing underground communications line beginning at a vault at Station 126+42, 9'LT and running westerly across Sunnyslope Road and ending at a pedestal at Station 126+46, 71'LT. This line will remain in place without adjustment.
- An existing underground communications line beginning beyond the northerly project limits and running southerly to Station 600+58, 176'LT where it turns and runs northeasterly along the northerly right-of-way of IH 94 to Station 131+83, 52' LT. From there the line turns and runs north along the westerly right-of-way line of Sunnyslope Road and ends at a pedestal at Station 133+44, 47. This line will remain in place without adjustment.

Contact Chris Duncan, (262) 896-7678 office / (414) 491-4810 cell, of AT&T Wisconsin 7 days in advance to coordinate construction, locations and any excavation near their facilities.

Brookfield Municipal Water Utility has existing underground water facilities within the project limits in the following locations:

- An existing underground water line beginning beyond the southerly project limit and running northerly along a line approximately 25' east of and parallel to the westerly right-of-way of Sunnyslope Road to a tee at Station 125+41, 25'LT and then continuing northerly to a tee at Station 125+69, 25'LT. From there the line continues northerly to Station 128+12, 25'LT where it turns and runs westerly to a tee at Station 128+10, 76'LT. From there the line runs southwesterly along a line approximately 15' south of and parallel to the southerly right-of-way of IH 94 to beyond the project limits. This line will remain in place without adjustment. Adjust the water valves at Station 125+60, 23'LT and 125+69, 22'LT as show in the plans.
- An existing underground water line beginning at a tee at Station 125+41, 25'LT and running easterly across Sunnyslope Road and along the southerly edge of pave of Forest Grove Road to beyond the project limits. This line will remain in place without adjustment.
- An existing underground water line beginning at a tee at Station 125+69, 25'LT and running easterly across Sunnyslope Road and along the northerly edge of pave of Forest Grove Road to beyond the project limits. This line will remain in place without adjustment.
- An existing underground water line beginning at a tee at Station 128+10, 76'LT and running northwesterly, crossing IH 94 at Station 625+12 and continuing northwesterly to Station 625+12, 190'LT. From there the line runs northeasterly along the northerly right-of-way of IH 94 to Station 131+87, 35'LT where it turns and runs northerly to a manhole at Station 134+66, 29'LT and continues northerly to a tee at Station 135+10, 27'LT from there the line runs westerly along the northerly edge of pave of Beechwood Avenue to beyond the westerly project limits. This line will remain in place without adjustment. Reconstruct the manhole at Station 134+66, 29'LT as shown in the plans.
- An existing underground water line beginning at a tee at Station 135+10, 27'LT and running easterly to Station 135+10, 15'RT where it turns and runs northerly to beyond the project limits. This line will remain in place without adjustment.

Contact Mark Simon, (262) 796-6717, of the Brookfield Municipal Water Utility 7 days in advance to coordinate construction, locations and any excavation near their facilities.

Level 3 Communications has an existing underground communications line in an AT&T Wisconsin duct package within the project limits beginning beyond the southerly project limits and running northerly along the southbound lane of Sunnyslope Road to a vault at Station 126+42, 9'LT. From there the line continues northerly and crosses IH 94 in a duct package attached to the Sunnyslope Road structure, crossing IH 94 at Station 626+32, and continuing northerly to a vault at Station 135+14, 10'LT. From there the line runs easterly across Sunnyslope Road to the easterly right-of-way line where it turns and runs northerly along the right-of-way line to beyond the northerly project limits. Prior to construction, AT&T will relocate their ducts as previously described and Level 3 will remove and reinstall this line in the new ducts AT&T ducts.

Contact Brahim Gaddour, (414) 908-1027 office / (414) 704-1026 cell, of Level 3 Communications 7 days in advance to coordinate locations and any excavation near their facilities.

Midwest Fiber Networks has facilities within the project limits at the following locations:

- An existing overhead communications line on We Energies poles beginning beyond the southerly project limits and running northerly along a line 21 east of and parallel to the centerline of Sunnyslope Road to a pole at Station 123+17, 21'RT. From there runs northeasterly to a pole at Station 126+85, 61'RT and then runs northerly, crossing IH 94 at Station 626+90, and continuing northerly and ending at a pole at Station 133+65, 52'RT. This line will remain in place without adjustment except as noted. Midwest Fiber Networks will detach and reattach to poles being adjusted by We Energies prior to construction.
- An existing underground communications line beginning at a pole at Station 133+65, 52'RT and running northeasterly to Station 133+96, 65'RT where it turns and runs northerly along a line 70 east of the centerline of Sunnyslope Road to beyond the project limits. This line will remain in place without adjustment.

Contact Richard Trgovec, (414) 459-3554 office / (414) 349-2979 cell, of Midwest Fiber Networks 7 days in advance to coordinate locations and any excavation near their facilities.

PaeTec Communications (aka. Windstream) has existing overhead and underground communication lines within the project limits in the following locations:

- An existing underground communication line beginning beyond the southerly project limits and running northerly along the westerly right-of-way of Sunnyslope Road, crossing the entrance drive to Maryknoll Park, and continuing northerly along the westerly right-of-way to a vault at Station 126+82, 48'LT. From there it turns and runs easterly, crossing Sunnyslope Road at Station 126+86, and continuing easterly and ending at a pole at Station 126+85, 61'RT. Windstream will reconstruct portions this line prior to construction beginning at a new vault at Station 123+20, 46'LT and running northwesterly to Station 124+65, 64'LT where it turns and runs northerly to Station 125+86, 64'LT. From there the line will run northeasterly to Station 126+90, 49'LT where it will turn and run easterly, crossing Sunnyslope Road at Station 126+90, and continue easterly and end at a new vault at the pole at Station 126+85, 61'LT. The existing line will be discontinued in place between the new vault at Station 123+20, 46'LT and the pole at Station 126+85, 61'LT and the remainder of this line will remain in place without adjustment.
- An existing overhead communication line beginning at a pole at Station 126+85, 61'RT and running northerly, crossing IH 94 at Station 626+90, and continuing northerly and ending at a pole at Station 133+65, 52'RT. This line will remain in place without adjustment except as noted. Windstream will detach and reattach to poles being adjusted by We Energies prior to construction.
- An existing underground communications line beginning at a pole a Station 133+65, 52'RT and running northeasterly to a vault at Station 134+74, 43'RT where it turns and runs westerly, crossing Sunnyslope Road at Station 134+74, and continues westerly along the southerly right-of-way of Beechwood Road to beyond the project limits. Windstream will lower portions of this line between Station 134+74, 28'LT and Station 134+74, 8'LT prior to construction. All other portions of this line will remain in place without adjustment.

- An existing underground communication line beginning at a vault at Station 134+74, 43'RT and running easterly to Station 134+75, 81'RT where it turns and runs northerly along a line 82 east of the centerline of Sunnyslope Road to beyond the project limits. This line will remain in place without adjustment.

Contact Jim Kostuch, (414) 651-2863, of Northwind Technical Services 7 days in advance to coordinate locations, construction activities and any excavation near Windstream facilities.

Time Warner Cable (aka. Charter Communications) has existing overhead and underground communication facilities within the project limits in the following locations:

- An existing overhead communications line on We Energies poles beginning beyond the southerly project limits and running northerly along a line 21 east of and parallel to the centerline of Sunnyslope Road to a pole at Station 123+17, 21'RT. From there the line runs northeasterly to a pole at Station 126+85, 61'RT and then runs northerly, crossing IH 94 at Station 626+90, and continuing northerly to a pole at Station 132+08, 50'RT. From there the line continues northerly to a pole at Station 133+65, 52'RT where it turns and runs northwesterly, crossing Sunnyslope Road, and continuing northwesterly to a pole at Station 135+28, 46'LT. From there it turns and runs northerly along the westerly right-of-way of Sunnyslope Road to beyond the project limits. This line will remain in place without adjustment except as noted. Charter Communications will detach and reattach to poles being adjusted by We Energies prior to construction.
- An existing underground communications line beginning beyond the westerly project limits and running southeasterly along north side of the entrance drive to Maryknoll Park to Station 124+92, 37'LT where it turns and runs northerly to Station 125+26, 30'LT. From there it turns and runs easterly, crossing Sunnyslope Road at Station 125+27, and continues easterly to a pole at Station 125+27, 42'RT. From there the line continues easterly to beyond the project limits. Charter Communications will reconstruct portions of this line prior to construction beginning at a pole at Station 125+27, 42'RT and running southwesterly to Station 125+00, 34'RT where it will turn and run westerly, crossing Sunnyslope Road at Station 125+00, and continuing westerly to Station 125+00, 77'LT where it will turn and run southwesterly and end at a new vault at Station 124+92, 85'LT. The existing line will be discontinued in place between the pole and the new vault and the remainder of this line will remain in place without adjustment.
- An existing underground communications line beginning at a pole at Station 128+49, 62'RT and running northeasterly along the southerly right-of-way of IH 94 to Station 631+65, 167'RT where it turns and runs south to beyond the project limits. This line will remain in place without adjustment.
- An existing underground line beginning beyond the southerly project limits and running northerly to Station 636+01, 164'RT where it turns and runs northeasterly along the southerly right-of-way of IH 94 to Station 640+18, 168'RT where turns and runs easterly to beyond the project limits. This line will remain in place without adjustment.
- An existing underground communications line beginning beyond the northerly project limits and running southerly to Station 600+56, 172'LT where it turns and runs northeasterly along the northerly right-of-way of IH 94 to Station 131+81, 47'LT. From

- there the line runs northerly along the westerly right-of-way line of Sunnyslope Road to a pole at Station 135+28, 46'LT. This line will remain in place without adjustment.
- Three existing underground communications lines beginning at Station 131+81, 47'LT and running northeasterly, crossing Sunnyslope Road at Station 131+93, 131+96 and 132+03, and continuing northeasterly and ending at a pole at Station 132+08, 50'RT. Prior to construction, Charter Communications will consolidate the three crossings into a single crossing beginning at the pole at Station 132+08, 50'RT and running southwesterly to a new pedestal at Station 131+81, 47'LT. The existing crossings will be discontinued in place.
- An existing underground communications line beginning at a pole at Station 132+08, 50'RT and running northeasterly to Station 132+43, 80'RT where it turns and runs northeasterly to Station 649+48, 182'LT where it turns and runs northerly to beyond the project limits. This line will remain in place without adjustment.
- An existing underground communications line beginning at a pole at Station 133+65, 52'RT and running easterly to beyond the project limits. This line will remain in place without adjustment.
- An existing underground communications line beginning beyond the southerly project limits and running northerly along the westerly right-of-way of Elm Grove Road, crossing IH 94 at Station 653+20, and continuing northerly to beyond the project limits. This line will remain in place without adjustment.

Contact Steve Cramer, (414) 227-4045 office / (414) 688-2385 cell, of Charter Communications 7 days in advance to coordinate locations and any excavation near their facilities.

US Cellular has no facilities within the project limits.

Contact Scott Guyette, (920) 428-3325, of US Cellular with any questions regarding US Cellular facilities.

We Energies – Electric has existing overhead and underground electric facilities within the project limits in the following locations:

- An existing underground electric line beginning beyond the northerly project limits and running southerly to Station 600+52, 171'LT where it turns and runs northeasterly along the northerly right-of-way of IH 94 to Station 131+72, 51'LT where it turns and runs northerly to Station 132+01, 45'LT, where it turns and runs northeasterly, crossing Sunnyslope Road at Station 132+23, and continuing northeasterly to a pole at Station 132+45, 52'RT. This line will remain in place without adjustment.
- An existing overhead electric line beginning beyond the westerly project limits and running easterly south of the southerly right-of-way of IH 94 to a pole at Station 583+31, 186'RT. From there the line continues northeasterly, south of the right-of-way, and running northerly, crossing IH 94 at Station 583+47, and continuing northerly to a pole at Station 598+82, 222'RT where it turns and runs southerly to beyond the project limits. This line will remain in place without adjustment.

- An existing overhead electric line beginning at a pole at Station 583+31, 186'RT and running northerly, crossing IH 94 at Station 583+47, and continuing northerly to a pole at Station 583+59, 149'LT. This line will remain in place without adjustment.
- An existing overhead electric line beginning at a pole at Station 576+82, 150'LT and running easterly along the northerly right-of-way of IH 94 and ending at a pole at Station 590+85, 146'LT. This line will remain in place without adjustment.
- An existing overhead electric line beginning beyond the project limits near Elm Grove Road and running easterly to a pole at Station 661+80, 127'LT where it turns and runs northeasterly along the northerly right-of-way of IH 94 and ends at a pole at Station 664+48, 127'LT. This line will remain in place without adjustment.
- A underground electric line beginning beyond the southerly project limits and running northerly to a transformer at Station 617+22, 158'RT where it turns and runs northeasterly along the southerly right-of-way of IH 94 to a pedestal at Station 128+24, 44'LT, From there it continues northeasterly, crossing Sunnyslope Road at Station 128+33, and continues northeasterly to tornado siren pole owned by the City of Brookfield at Station 128+39, 27'RT. From there the line continues northeasterly along the southerly right-of-way of IH 94 to Station 631+61, 169'RT where it turns and runs southerly to beyond the project limits. This line will remain in place without adjustment. The City of Brookfield will relocate the tornado siren at Station 128+39, 27'RT prior to construction.
- A underground electric line beginning beyond the southerly project limits and running northerly to Station 635+99, 160'RT where it turns and runs northeasterly along the southerly right-of-way of IH 94 to Station 639+01, 164'RT. From there it turns and runs southerly to beyond the project limits. This line will remain in place without adjustment.
- An existing overhead electric line beginning at a pole at Station 653+72, 163'RT and running easterly across Elm Grove Road to a pole at Station 654+68, 201'RT. From there it turns and runs northeasterly along the southerly right-of-way of IH 94 to a pole at Station 670+07, 211'RT where it turns and runs southerly to beyond the project limits. This line will remain in place without adjustment.
- An existing overhead electric line beginning beyond the southerly project limits and running northerly along a line 21' east of and parallel to the centerline of Sunnyslope Road to a pole at Station 123+17, 21'RT. From there the line runs northeasterly to a pole at Station 125+26, 42'RT and continues northeasterly to a pole at Station 126+85, 61.'RT and then runs northerly, crossing IH 94 at Station 626+90, and continues northerly to a pole at Station 133+65, 52'RT. From there it turns and runs northwesterly, crossing Sunnyslope Road, and continuing northwesterly to a pole at Station 135+28, 46'LT. From there it turns and runs northerly to beyond the project limits. Prior to construction, We Energies will adjust the poles as described below. All other portions of this line will remain in place without adjustment.
- An existing overhead electric beginning at a pole at Station 125+26, 42'RT and running easterly along the southerly right-of-way of Forest Grove Road to beyond the project limits. This line will remain in place without adjustment.
- An existing overhead electric beginning at a pole at Station 135+28, 46'LT and running westerly along the northerly right-of-way of Beechwood Avenue to beyond the project limits. This line will remain in place without adjustment.

- An existing underground electric line beginning at Station 131+72, 51'LT and running northerly along the westerly right-of-way of Sunnyslope Road and ending at a pole at Station 135+28, 46'LT. This line will remain in place without adjustment.
- Two existing underground electric lines beginning beyond the southerly project limits and running northerly along the westerly right-of-way of Elm Grove Road, crossing IH 94 at Station 653+15, and continuing northerly to beyond the project limits. These lines will remain in place without adjustment.

We Energies Electric will reconstruct their overhead electric facilities along Sunnyslope Road at the following locations prior to construction:

- The existing pole at Station 121+46, 22'RT will be removed and a new pole will be installed at Station 121+35. 25'RT.
- The existing pole at Station 123+17, 21'RT will be removed and a new pole will be installed at Station 123+70, 35'RT.
- The existing pole at Station 123+20, 51" LT will be removed.
- The existing pole at Station 133+64, 52'RT will be removed and a new pole will be installed at Station 133+66, 52'RT.

Contact Erich Wuestenhagen, (414) 994-5780 office / (262) 483-3896 cell, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

We Energies – Gas has existing underground gas facilities within the project limits in the following locations:

- An existing underground gas line beginning beyond the southerly project limits and running northerly along a line approximately 18' east of the centerline of Sunnyslope Road and ending at Station 124+70, 21'RT. Prior to construction, We Energies will relocate this gas line beginning at Station 120+00, 18'RT and running easterly to Station 120+00, 42'RT. From there it will turn and run northerly along a line 42'east of and parallel to the centerline of Sunnyslope Road to Station 124+25, 42'RT where it will continue northerly to Station 125+37, 45'RT where it will turn and run easterly to beyond the project limits. We Energies will discontinue the existing gas line in place in the area of relocation. All other portions of the existing main will remain in place without adjustment.
- An existing underground gas line beginning at Station 134+94, 39'RT and running northerly along a line 39' east of and parallel to the centerline of Sunnyslope Road to a tee at Station 135+27, 39'RT. From there the line continues northerly to beyond the project limits. This line will remain in place without adjustment.
- An existing underground gas line beginning at a tee at Station 135+27, 39'RT and running westerly, crossing Sunnyslope Road at Station 135+27, and continuing westerly to Station 135+27, 38'LT where it turns and runs southerly across Beechwood Avenue to Station 134+79, 42'LT. From there it runs westerly along the southerly Beechwood Avenue sidewalk to beyond the project limits. This line will remain in place without adjustment.

- An existing underground gas line beginning beyond the southerly project limits and running northerly along the westerly right-of-way of Elm Grove Road, crossing IH 94 at Station 653+06, and continuing northerly to beyond the project limits. This line will remain in place without adjustment.

We Energies also has a discontinued gas line beginning beyond the southerly limits and running northerly along the easterly right-of-way of Elm Grove Road, crossing IH 94 at Station 654+15, and continuing northerly to beyond the project limits.

Contact Erich Wuestenhagen, (414) 994-5780 office / (262) 483-3896 cell, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

WisDOT - Lighting has existing underground electric lines and light poles within the project limits in the following locations:

- Light poles and underground electric lines along the median of IH 94 throughout the project limits. Relocate, reconstruct, remove, discontinue and leave in place portions of these facilities as shown in the plans.
- Light poles and underground electric lines beginning beyond the westerly project limits and running easterly along the south side of the IH 94 eastbound on ramp from Moorland Road to a pull box at Station 584+17, 126'RT. From there it continues easterly along the ramp to a pull box at Station 591+72, 95'RT where it turns and runs northerly, crossing IH 94 at Station 591+74, and continuing northerly and ending at a pull box at Station 591+75, 75'LT. These facilities will remain in place without adjustment.
- An underground electric line beginning at a pull box at Station 584+17, 126'RT and running northerly, crossing IH 94 at Station 584+12, and continuing northerly and ending at a pull box at Station 584+12, 101'LT. This facility will remain in place without adjustment.
- Light poles and underground electric lines beginning beyond the westerly project limits and running easterly along the north side of the IH 94 westbound off ramp to Moorland Road to a pull box at Station 584+12, 101'LT. From there it continues easterly and ends at a sign bridge at Station 586+00, 92'LT. These facilities will remain in place without adjustment.
- An existing underground electric line beginning at a pedestal at Station 654+23, 162'RT and running northeasterly to a wood pole at Station 655+50, 161'RT. Relocate, reconstruct, remove, discontinue and leave in place portions of these facilities as shown in the plans.
- An existing overhead electric line beginning at a wood pole at Station 655+50, 161'RT and running northerly to a wood pole in the median of IH 94 at Station 655+50, 0'RT. Relocate, reconstruct, remove, discontinue and leave in place portions of these facilities as shown in the plans.

Contact Eric Perea, (262) 574-5422 office / (414) 750-0935 cell, of WisDOT 7 days in advance to coordinate locations, construction activities and any excavation near their facilities.

WisDOT - STOC has existing overhead and underground traffic management and communications facilities within the project limits in the following locations:

- An existing underground communication line beginning at a sign pole at Station 573+43,101'RT and running easterly to a pull box at Station 573+52, 102'RT where it turns and runs southwesterly to a pull box at Station 573+29, 129'RT. From there it runs southerly across the IH 94 eastbound on ramp from Moorland Road to a pull box at Station 573+30, 164'RT where it turns and runs easterly along the edge of pave of ramp to a pull box at Station 581+31, 133'RT. From there it continues easterly to a pull box at Station 581+63, 136'RT where it turns and runs northerly across the ramp to Station 581+63, 67'RT. From there it runs westerly and ends at a pull box at Station 581+21, 66'RT. This line will remain in place without adjustment.
- An existing underground communication line beginning at a pull box at Station 581+31, 133'RT and running northerly across the IH 94 eastbound on ramp from Moorland Road to a pull box at Station 581+21, 66'RT where it turns and runs northwesterly, crossing IH 94 at Station 580+92, and continuing northwesterly and ending at a pull box at Station 580+64, 69'LT. This line will remain in place without adjustment.
- An existing underground communication beginning at a pull box at Station 574+71, 158'RT and running northerly across the IH 94 eastbound on ramp from Moorland Road and ending at a pull box at Station 574+70, 104'RT. This line will remain in place without adjustment.
- An existing underground communication line beginning at a pull box at Station 573+04, 176'RT and running easterly along a line approximately 16' south of the southerly edge of pave of the IH 94 eastbound on ramp from Moorland Road to a vault at Station 578+36, 156'RT and a cabinet at Station 578+52, 156'RT. From there it continues easterly along the ramp and ends at an existing vault at Station 586+84, 114'RT. This line will remain in place without adjustment.
- An existing underground communication line beginning at a microwave detector pole at Station 606+07, 87'RT and running northerly to a pull box at Station 606+08, 65'RT, then continuing northerly, crossing IH 94 at Station 606+26, and continuing northerly to a pull box at Station 606+53, 81'LT and microwave detector pole at Station 606+51, 92'LT. From there the line runs northeasterly to a pull box at Station 607+55, 100'LT and cabinet at Station 607+55, 108'LT. From there it continues northeasterly and ends at a vault at Station 609+47, 141'LT. Relocate, reconstruct, remove, discontinue and leave in place portions of these facilities as shown in the plans.
- An underground electric line beginning at a meter at Station 609+58, 152'LT and running southwesterly and ending at a cabinet at Station 607+55, 108'LT. Relocate, reconstruct, remove, discontinue and leave in place portions of these facilities as shown in the plans.
- An existing underground communication line beginning at a pull box at Station 625+98, 74'LT and runs southerly, crossing IH 94 at Station 625+79, and continuing southerly to a pull box at Station 625+60, 71'RT where it turns and runs easterly, crossing Sunnyslope Road at Station 129+25, and continuing easterly and ending at a pull box at Station 626+53, 76'RT. Relocate, reconstruct, remove, discontinue and leave in place portions of these facilities as shown in the plans.

- An existing underground communication line beginning at a pull box near Sunnyslope Road at Station 131+67, 60'LT and runs southeasterly to a pull box at Station 131+15, 22'LT. From there it runs easterly, crossing Sunnyslope Road at Station 131+11, and continuing easterly to a pull box at Station 131+18, 23'RT, where it turns and runs northeasterly to a pull box at Station 131+60, 33'RT and continues northeasterly and ends at a cabinet at Station 131+79, 42'RT. Relocate, reconstruct, remove, discontinue and leave in place portions of these facilities as shown in the plans.
- An existing underground communication line beginning at a pull box at Station 131+18, 23'RT and running southeasterly to a pull box at Station 130+94, 66'RT where it turns and runs northerly to a pull box at Station 131+90, 65'RT. From there it runs southwesterly and ends at a pull box at Station 131+60, 33'RT. Relocate, reconstruct, remove, discontinue and leave in place portions of these facilities as shown in the plans.
- An existing underground communication line beginning at a pull box at Station 130+94, 66'RT and running southeasterly, crossing IH 94 at Station 627+20, and continuing southeasterly to a pull box at Station 129+50, 104'RT where it turns and runs southwesterly to a pull box at Station 128+59, 29'RT and camera pole at Station 128+60, 25'RT. Relocate, reconstruct, remove, discontinue and leave in place portions of these facilities as shown in the plans.
- An existing underground communications duct beginning at a sign at Station 643+89, 76'RT and running northeasterly along the southerly edge of pave of IH 94 to a pull box at Station 647+88, 67'RT. From there the line continues northeasterly along the southerly edge of pave and ends at a sign bridge at Station 652+55, 68'RT. Relocate, reconstruct, remove, discontinue and leave in place portions of these facilities as shown in the plans.
- An existing overhead line beginning at a pole at Station 652+48, 146'RT and running northwesterly to a pole mounted cabinet adjacent to a sign structure at Station 652+48, 72'RT. Relocate, reconstruct, remove, discontinue and leave in place portions of these facilities as shown in the plans.
- A underground communications line beginning at a pole at Station 652+48, 146'RT and running southwesterly to a meter pedestal at Station 652+44, 159'RT where it turns and runs westerly to a pole mounted cabinet and camera pole located at Station 652+43, 145'RT. These facilities will remain in place without adjustment.
- An existing underground communications duct beginning a pull box and traffic recorder at Station 652+89, 65'LT and running southeasterly, crossing IH 94 at Station 652+87, and continuing southeasterly to a pull box at Station 652+85, 67'RT where it turns and runs southwesterly and ends at the sign bridge at Station 652+55, 68'RT. Relocate, reconstruct, remove, discontinue and leave in place portions of these facilities as shown in the plans.
- An existing underground empty communication conduit beginning at a pull box at Station 18+32, 101'LT and running northeasterly, crossing Elm Grove Road at Station 18+68, and continuing northeasterly to a pull box at Station 18+87, 54'RT. Relocate, reconstruct, remove, discontinue and leave in place portions of these facilities as shown in the plans.

Contact Jeff Madson, (414) 225-3723, of WisDOT 7 days in advance to coordinate locations and any excavation near their facilities.

1060-34-79

AT&T Legacy (aka. AT&T Corporation) has an existing underground communications duct package beginning beyond the easterly project limits and running westerly along the northerly right-of-way of IH 94 to the east right-of-way of Moorland Road. From there it runs northwesterly to Station 71MR+01, 66'RT where it turns and runs northerly along easterly right-of-way of Moorland Rd to Station 75MR+02, 33'RT where it turns and runs westerly, crossing Moorland Rd at Station 75MR+05, and continues westerly to beyond the project limits. This duct package will remain in place without adjustment.

Contact Ken Nine, (574) 904-6336 cell, of JMC Engineers & Associates, Inc. 7 days in advance to coordinate locations and any excavation near their facilities.

AT&T Wisconsin has existing underground communications facilities within the project limits at the following locations:

- Two existing underground communications lines beginning beyond the southerly project limits and running northerly along the west edge of pavement of Moorland Road to Station 60MR+93, 100'LT. From there the lines run northerly to a vault at Station 66MR+60, 99' LT and then continue northerly along the west curb line of Moorland Road, crossing IH 94, and continuing northerly to a vault at Station 69MR+47, 98'LT. From there they run northerly to a vault at Station 76MR+37, 103'LT and continue northerly to beyond the project limits. These lines will remain in place without adjustment.
- An existing underground communications line beginning beyond the southerly project limits and running northerly along the west right-of-way of Moorland Road to a pedestal at Station 59MR+96, 94'LT, where it turns and runs northeasterly, crossing Moorland Road at Station 60MR+16, and continuing northeasterly to a pedestal at Station 60MR+27, 58'RT. This line will remain in place without adjustment.
- An existing underground communications line beginning beyond the southerly project limits and running northerly, approximately 20' east of the east curb line, to a pedestal at Station 60MR+27, 58'RT. From there it runs northerly to a pedestal at Station 62MR+51, 56'RT, and continues northerly to a manhole at Station 66MR+35, 69'RT. From there it runs northerly, crossing IH 94 approximately 10' east of the easterly curb line of Moorland Road and continues northerly to Station 70MR+50, 37'RT where it turns and runs northeasterly to Station 71MR+01, 66'RT. From there it runs northerly to a vault at Station 72+07, 71' RT and then continues northerly to Station 74MR+70, 63'RT. From there it runs northwesterly and westerly, crossing Moorland Road at Station 75MR+05, and continues westerly to a pedestal at Station 75MR+18, 135'LT where it turns and runs northerly to beyond the project limits. This line will remain in place without adjustment.
- An existing underground communications line beginning at Station 62MR+30, 103'LT and running easterly, crossing Moorland Road at Station 62MR+48, and continuing easterly to a pedestal at Station 66MR+20, 61'RT. This line will remain in place without adjustment.

- An existing underground communications line beginning at a vault at Station 66MR+60, 99' LT and running southeasterly to Station 66MR+30, where it turns and runs easterly, crossing Moorland Road at Station 66MR+20, and continues easterly to a manhole at Station 66MR+35, 69'RT. From there the line runs southeasterly and ends at a pole at Station 66MR+27, 78'RT. This line will remain in place without adjustment.

Contact Chris Duncan, (262) 896-7678 office / (414) 491-4810 cell, of AT&T Wisconsin 7 days in advance to coordinate locations and any excavation near their facilities.

Brookfield, City of - Lighting has existing underground electric lines and light poles within the project limits beginning beyond the southerly project limits and running northerly along the median of Moorland Road, crossing IH 94, and continuing northerly along the median to beyond the project limits. These facilities will remain in place without adjustment.

Contact Tom Grisa, (262) 796-6644, of the City of Brookfield 7 days in advance to coordinate locations and any excavation near their facilities.

Brookfield, City of - Sewer has existing sanitary sewer within the project limits at the following locations:

- An existing sanitary sewer beginning beyond the southerly project limits and running northerly, approximately 10' east of the east curb line of Moorland Road, to a manhole at Station 60MR+56, 42'RT. From there the line continues northerly to a manhole at Station 64MR+46, 41'RT where it turns and runs easterly to beyond the project limits. This sewer will remain in place without adjustment.
- An existing sanitary sewer beginning at a manhole at Station 60MR+56, 42'RT and running easterly to beyond the project limits. This sewer will remain in place without adjustment.

Contact Ron Gillenardo, (262) 782-0199, of the City of Brookfield 7 days in advance to coordinate locations and any excavation near their facilities.

Brookfield Municipal Water Utility has existing water facilities within the project limits in the following locations:

- An existing water main beginning beyond the southerly project limits and running northerly along the median of Moorland Road to a tee at Station 58MR+95, 24'LT. From there the line continues northerly along the median to Station 75MR+51, 30'LT where it turns and runs westerly, crossing southbound Moorland Road, and continuing westerly to beyond the project limits. This main will remain in place without adjustment.
- An existing water main beginning at a tee at Station 58MR+95, 24'LT and running westerly, crossing the southbound lanes of Moorland Road, and continuing westerly to beyond the project limits. This main will remain in place without adjustment.

Contact Mark Simon, (262) 796-6717, of the Brookfield Municipal Water Utility 7 days in advance to coordinate locations and any excavation near their facilities.

TDS Metrocom, LLC has an existing underground communications line within the project limits beginning beyond the southerly project limits and running northerly, approximately 8' east of the easterly curb line of Moorland Road, to Station 66MR+41, 61'RT. From there it continues northerly, crossing IH 94 approximately 28' east of the easterly curb line of Moorland Road and continues northerly to Station 70MR+13, 56'RT where it turns and runs northeasterly to Station 70MR+41, 76'RT. From there it runs northerly to Station 73MR+78, 73'RT where it turns and runs northwesterly to Station 73MR+89, 52'RT. From there it runs northerly to beyond the northerly project limits. This line will remain in place without adjustment.

Contact Matthew Schulte, (262) 754-3063 office / (262) 409-1177 cell, of TDS Metrocom, LLC 7 days in advance to coordinate locations and any excavation near their facilities.

Time Warner Cable (aka. Charter Communications) has an existing underground communications line within the project limits beginning beyond the southerly project limits and running northerly along the westerly right-of-way of Moorland Road to a pedestal at Station 58MR+41, 96' LT. From there the line runs northeasterly, crossing Moorland Road at Station 58MR+68, and continuing northeasterly to beyond the project limits. This package will remain in place without adjustment.

Contact Steve Cramer, (414) 227-4045 office / (414) 688-2385 cell, of Charter Communications 7 days in advance to coordinate locations and any excavation near their facilities.

We Energies - Electric has existing underground and overhead electric facilities within the project limits at the following locations:

- An existing underground electric line beginning beyond the southerly project limits and running northerly, approximately 6' east of the westerly curb line of Moorland Road, to a manhole at Station 62MR+27, 78'LT. From there the line continues northerly to a manhole at Station 65MR+93, 81'LT and continues northerly to a manhole at Station 69MR+35, 81'LT. From there the line continues northerly to a manhole at Station 73MR+88, 70'LT and then continues northerly to beyond the project limits. This line will remain in place without adjustment. We Energies will adjust manholes along this line during construction. Allow 3 days for We Energies to perform the manhole adjustments.
- An existing underground electric line beginning at a manhole at Station 65MR+93, 81'LT and running easterly, crossing Moorland Road at Station 65MR+90, and continuing easterly to Station 65MR+89, 44'RT. From there it turns and runs northeasterly and ends at a power pole at Station 66MR+27, 78'RT. This line will remain in place without adjustment.

- An existing overhead electric line beginning at a pole at Station 66MR+27, 78'RT and running easterly to beyond the project limits. This line will remain in place without adjustment.
- An existing underground electric line beginning beyond the project limits and running southerly along the easterly right-of-way of Moorland Road to Station 75MR+27, 48'RT where it turns and runs westerly, crossing Moorland Road at Station 75MR+28, and continues westerly to beyond the project limits. This line will remain in place without adjustment.

Contact Erich Wuestenhagen, (414) 994-5765 office / (414) 483-3896 cell, of We Energies 7 days in advance to coordinate manhole adjustments, locations and any excavation near their facilities.

We Energies - Gas has existing underground gas facilities within the project limits at the following locations:

- An existing underground gas line beginning beyond the southerly project limits and running northerly along the median of Moorland Road to a tee at Station 60MR+35, 15'LT and continuing northerly to a tee at Station 64MR+22, 18'LT. From there the line continues northerly along the median to Station 68MR+98, 5'LT where it turns and runs northwesterly to Station 69MR+17, 23'LT. From there the line turns and runs northerly to beyond the project limits. This line will remain in place without adjustment.
- An existing underground gas line beginning at a tee at Station 60MR+35, 15'LT and running easterly, crossing northbound Moorland Road, and continuing easterly to beyond the project limits. This line will remain in place without adjustment.
- An existing underground gas line beginning at a tee at Station 64MR+22, 18'LT and running easterly, crossing northbound Moorland Road, and continuing easterly to beyond the project limits. This line will remain in place without adjustment.

Contact Erich Wuestenhagen, (414) 994-5765 office / (414) 483-3896 cell, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

WisDOT - Lighting has an existing underground electric lines, pull boxes, light poles and cabinets along the IH 94 on and off ramps to and from Moorland Road throughout the project limits. These facilities will remain in place without adjustment. WisDOT also has a discontinued underground line along the westbound IH 94 off ramp to Moorland Road.

Contact Eric Perea, (262) 574-5422 office / (414) 750-0935 cell, of WisDOT 7 days in advance to coordinate locations, construction activities and any excavation near their facilities.

WisDOT - Signals has existing underground electric lines, pull boxes, cabinets, loop detectors and signal facilities at the eastbound IH 94 off ramp to Moorland Road and at the westbound IH 94 on ramp from Moorland Road. These facilities will remain in place without adjustment. Remove portions of loop detectors as necessary as shown in the plans.

Contact WisDOT Traffic Signal Operations, (414) 750-2605, 7 days in advance to coordinate construction.

WisDOT - STOC has existing underground communications facilities within the project limits at the following locations:

- An existing underground communications line beginning beyond the southerly project limits and running northerly along the median of Moorland Road to a vault at Station 66MR+30, 21'LT and continuing northerly along the median to a vault at Station 74MR+86, 21'LT. From there the line continues northerly to beyond the project limits. This facility will remain in place without adjustment.
- An existing underground communications line beginning at a vault in the median of Moorland Road at Station 66MR+30, 21'LT and running easterly, crossing northbound Moorland Road, and continuing easterly along the eastbound on ramp to IH 94 to beyond the project limits. This line will remain in place without adjustment.
- An existing underground electric line beginning at a vault at Station 74MR+86, 21'LT and running westerly, crossing southbound Moorland Road, and continuing westerly to beyond the project limits. This line will remain in place without adjustment.

WisDOT STOC also has underground communications lines, cameras, detectors, pull boxes and FTMS devices along the IH 94 on and off 94 ramps to and from Moorland Road throughout the project limits. These facilities will remain in place without adjustment.

Contact Jeff Madson, (414) 225-3723, of WisDOT 7 days in advance to coordinate locations and any excavation near their facilities.

8. City of Brookfield Acceptance of Water Construction

Final acceptance of the water adjustments will be by the City of Brookfield Water Utility.

9. Referenced Construction Specifications.

Construct the work enumerated below conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

- Adjusting Water Valve
- Reconstruct Water Manhole

stp-105-002 (20130615)

10. Other Contracts.

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. Coordinate activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts.

Project 1100-34-70

IH 894; 84th St to Lincoln Ave

WisDOT Contact: Sara Feuling, (414) 750-0579

Project 2030-04-75

South 108th St (HSIP Project); Howard Avenue to Beloit Road

WisDOT Contact: Sara Feuling, (414) 750-0579

Project 1060-28-70/1228-21-71

Marquette Interchange Bridges; IH 43/IH 94/ IH 794

Valley Bridge; Virginia St – 1500' North (Menomonee River)

WisDOT Contact: Ken Kiepczynski, (414) 659-3055

Project 1060-33-81

Zoo IC – Zoo Interchange Phase 2

WisDOT Contact: Mark Klipstein, (414) 750-1496

Project 1060-33-84/ 1060-34-77/ 1060-34-85

Zoo IC, US45: Swan Blvd to Burleigh Street

WisDOT Contact: Chris Zacharias, (262) 548-6716

Project 1060-33-94

Zoo IC – Swan Boulevard and Discovery Parkway Roundabout

WisDOT Contact: Christopher Hager, (414) 750-1487

Project 1060-33-96

Zoo IC – Advanced Signing Projects: Various Locations

WisDOT Contact: Sara Feuling, (414) 750-0579

Project 1060-34-76

Zoo IC, North Leg Prep Work; Swan Blvd to North Ave

WisDOT Contact: Sara Feuling, (414) 750-0579

Project 1060-34-78

Zoo IC, Detention Pond; At North Avenue Interchange

WisDOT Contact: Sara Feuling, (414) 750-0579

Project 1060-39-90/1360-09-71

2017 TMP

WisDOT Contact: Sara Feuling, (414) 750-0579

Project 2035-06-70

Watertown Plank Road Underwood Creek Structures

WisDOT Contact: Kurt Flierl, (414) 750-3085

Project 2030-14-70

108th Street; Hank Aaron State Trail, B-40-107/108 WisDOT Contact: Frank Pritzlaff, (262) 548-5683

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Joshue LeVeque at (414) 750-1468.

stp-107-054 (20080901)

12. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

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

13. Erosion Control.

Supplement standard spec 107.20 with the following:

Erosion control best management practices (BMP's) the plans show are at suggested locations. The actual locations shall be determined by the contractor's ECIP and by the engineer. Include each dewatering (mechanical pumping) operation in the ECIP submittal. The ECIP shall supplement information the plans show and not reproduce it. The ECIP shall identify how to implement the project's erosion control plan. ECIP shall demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-application of top soil to minimize the exposure to possible erosion.

Provide the ECIP 14 days before the pre-construction conference. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison (Craig Webster, (262) 547-2141, craig.webster@wisconsin.gov). Do not implement the ECIP until department approval, and perform all work conforming to the approved ECIP.

Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Install perimeter silt fence protection around stockpiles within a timeframe acceptable to the engineer. If stockpiled materials will be left for more than 14 days, install temporary seed and mulch or other temporary erosion control measures the engineer orders.

Re-apply topsoil on graded areas, as designated by the engineer, within a timeframe acceptable to the engineer after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 7 days, seed those areas with temporary seed and mulch.

Do not allow excavation for; structures, utilities, grading, maintaining drainage that requires dewatering(mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Before each dewatering operation, submit to the department a separate ECIP amendment describing in words and pictorial format an appropriate BMP for sediment removal, conforming to WisDNR Storm Water Construction Technical Standard, Code 1061, Dewatering. Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the project.

14. Notice to Contractor – Airport Operating Restrictions.

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

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

If required by the Notice Criteria tool, and for all 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.

Contact Justin Hetland, (608) 267-5018, WisBOA airspace/tall structure manager) for assistance submitting forms. sef-107-020 (20170310)

15. Notice to Contractor – Milwaukee County Transit System.

The Milwaukee County Transit System (MCTS) maintains multiple bus routes throughout the project corridor along the project. Notify MCTS at least ten days prior to beginning work. The MCTS contact is Ms. Melanie MacArthur, (414) 343-1764.

Invite MCTS to all coordination meetings between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations.

MCTS will remove their existing bus stop signs and shelters. Notify MCTS at least ten days in advance. MCTS will install new bus stop signs and shelters prior to the opening of traffic on the new roadway pavement. Notify MCTS at least ten days prior to opening new pavement to vehicular traffic.

The contractor shall provide a safe boarding zone that is clear of debris and ADA compliant at each temporary bus stop. MCTS will install temporary bus stop signs if notified at least ten days in advance.

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

Tim Petrick, License Number AII-206950, inspected Structure B-67-54 for asbestos on July 22, 2009. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Joshua LeVeque, WisDOT SE Region Project Manager, (414) 750-1468.

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Andrew Malsom, WisDOT SE Region Hazmat and Environmental Engineer, (262) 548-6705, and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI, 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- · Site Name: Structure B-67-54, Sunny Slope Road over IH 94
- · Site Address: On 0.6 MI S JCT USH 18, under 4.7 M E JCT USH 18 TO E
- Ownership Information: WisDOT Transportation Southeast Region, 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798
- Contact: Sean Race, WisDOT SE Region Project Manager
- Phone: (414) 750-2380
- Age: 57 years old. This structure was constructed in 1960.
- Area: 8284 SF of deck

Insert the following paragraph in Section 6.g.:

• If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response according to

standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

stp-107-125 (20120615)

17. Hauling Restrictions.

Replace standard spec 107.2 with the following:

Present to the department, five business days before proposed hauling, a proposed haul route plan detailing additional haul routes if additional haul routes are needed that are not part of the state trunk highway system. Include 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 in the additional haul route submittal.

The department will review the submittal and either approve or provide a letter with comments and proposed revisions to the contractor within five business days of its receipt. If approved, the department will subsequently survey the existing condition of that haul route to establish a baseline for assessing damage that the contractor's hauling operations might cause.

At all times, conduct operations in a manner that will cause a minimum of disruption to traffic on existing roadways. sef-107-015 (20170310)

18. 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. Do not operate motorized construction equipment from 9:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.

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

Noise level restrictions will be waived for four evenings to complete the removal of critical portions of each Removing Old Structure (Station 20+00) 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. Tom Grisa, Director of Public Works, City of Brookfield, (262) 782-9650, regarding the evening noise generating construction operations.

19. Traffic Meetings and Traffic Control Scheduling.

Every Wednesday by 9:00 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 at 10:00 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 look-ahead 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 10:00 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 look-ahead closure schedule, as needed. Submit the revised 2-week look-ahead to the engineer.

Obtain approval from the engineer for any change to the closure schedule that is proposed outside of the Wednesday meetings, including additional closures or cancellations. Submit requests for additional closures or cancellations for Friday, Saturday, Sunday or Monday of the current schedule week by 12:00 PM on Thursday. Revise the 2-week look-ahead as required to reflect these changes and submit to the engineer.

20. Material and Equipment Staging.

Submit a map showing all proposed material stockpile or equipment storage locations to the engineer 14 days before 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-999-020 (20170310)

21. Available Documents.

The department will make all its information available to bidding contractors. The list of documents that are available for contractors' information includes:

- Design Study Report
- · Exceptions to Standards Report
- Pavement Type Selection Report
- Environmental Document
- As-Built Drawings
- Preconstruction survey
- Traffic Management Plan

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

Reproduction costs will be applied to all copies requested. sef-102-005 (20170310)

22. Geotechnical Investigation Information.

Replace standard spec 102.5(3) 2 with the following:

Available information relative to subsurface exploration, borings, soundings, water levels, elevations or profiles are available for review at the department's Regions office. Contact Joshua LeVeque, 141 NW Barstow Street, Waukesha, WI 53187, (414) 750-1468.

Geotechnical Engineering Services Report for the Sunnyslope Road and Elm Grove Road Overpasses at IH 94.

SEF Rev. 14_1211

23. 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 standard spec 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 spec 104.3.2 and 104.3.3 with the following:

If required by standard spec 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 standard spec 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

24. 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 Portable Document Format (PDF) to the engineer-designated folder within the department's SharePoint site, and send alerts with a link to the document via email to (an) account(s) 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

25. Information to Bidders, Use of Recovered Material.

The department encourages the use of waste materials and recovered industrial byproducts as material substitutions (106.2.1), provided they meet standard specification gradation requirements, conform to NR 538 requirements, and follow standard engineering practice for their intended use.

SEF Rev. 14_1211

26. Dust Control Implementation Plan.

A Description

This special provision describes developing, updating, and implementing a detailed Dust Control Implementation Plan (DCIP) for all land-disturbing construction activities and associated impacts both within the project site boundaries and outside the project site boundaries. Incorporate contract bid items that this article specifies into the DCIP.

B (Vacant)

C Construction

C.1 General

Control dust on the project as specified in standard spec 107.18. Minimize dust emissions resulting from land disturbing activities. Do not generate excessive air borne particulate matter (PM) or nuisance dust conditions. Control dust at all times during the contract.

Submit a DCIP to the engineer for review at least 14 calendar days before the preconstruction conference. Coordinate with the department, if requested, to resolve DCIP related issues before the preconstruction conference. The department will either approve the DCIP or request revisions. Do not initiate land-disturbing activities without the department's approval of the DCIP.

C.2 DCIP Contents

Develop a DCIP tailored to the specific needs of the project. Consider potential impacts to businesses and residences adjacent to the job site. Describe in detail all land disturbing, dust generating activities. Identify strategies to prevent, mitigate, and collect excess dust. Establish clear lines of communication with the engineer to ensure that all dust control issues can be dealt with promptly.

Include all of the following:

- 1. A single contact person with overall responsibility for the DCIP development as well as surveillance and remediation of job related dust. Provide:
 - Name, firm, address, and working-hours phone number.
 - Non-working-hours phone number.
 - Email address.
- 2. A site map locating project features, the job site boundaries, all ingress and egress points, air intakes and other dust-sensitive areas, and all public and private paved surfaces within and adjacent to the job site. Show where specific land disturbing, dust generating activities will occur and, to the extent possible, where employing various dust control or prevention strategies.
- 3. A matrix, or plan, for each anticipated land disturbing, dust generating activity, showing the following:
 - Preventive measures that shall be employed.
 - The applicable contact person.

- The contractor's timetable and surveillance measures used to determine when remediation is required.
- The specific dust control and remediation measures that shall be employed. Identify the specific contract bid items that shall be used for payment. Indicate costs and practices that are incidental to the contract.
- Both maintenance and cleanup schedules and procedures.
- Excess and waste materials disposal strategy.
- 4. A description of monitoring and resolving off-site impacts.

C.3 Updating the DCIP

Update the DCIP during the contract or as the engineer directs. Obtain the engineer's approval for all DCIP alterations. Also obtain the engineer's approval for routine DCIP adjustments for weather, job conditions, or emergencies that will have an impact on payment under the bid items listed in the approved DCIP.

C.4 Dust Control Deficiencies

Coordinate with engineer to determine deadlines for resolving dust control deficiencies. Deficiencies include actions or lack of actions resulting in excessive dust, non-compliance with the contractor's DCIP or associated special provisions, and not properly maintaining equipment.

D Measurement

The department will measure the various bid items associated with dust control as specified in the applicable measurement subsections of either the standard specs or other contract special provisions. The department will not measure work performed under a DCIP alteration unless the engineer specifically approves that alteration.

Measurement under the DCIP includes the contract bid items listed in this special provision:

623.0200	Dust Control Surface Treatment
624.0100	Water
628.7560	Tracking Pads
SPV.0075.0001	Pavement Cleanup Project 1060-33-82
SPV.0075.0002	Pavement Cleanup Project 1060-34-79

The department will measure work completed under other existing contract bid items if approved as a part of the DCIP. The department will consider new bid items to the contract if proposed under the DCIP. The department will not measure work required under the DCIP that is not included in contract bid items.

E Payment

All costs associated with the development and updating of the DCIP are incidental to the contract. The department will pay separately for the work required to implement the actions approved in the DCIP under the contract bid items approved as a part of the DCIP. All other costs associated with work approved under the DCIP are incidental to the contract. sef-107-005 (20170323)

27. Maintaining Drainage.

Maintain drainage at and through worksite during construction conforming to standard spec 107.22, 204, 205 and 520.

Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the project.

Dewatering (Mechanical Pumping) for Bypass Water (sediment-free) Operations

If dewatering bypass operations are required from one pipe structure to another downstream pipe structure or from the upstream to downstream end of a culvert and the bypass flow is not transporting sediments (sand, silt, and clay particles) from a tributary work site area, bypass pumping operations will be allowed provided that the department has been made aware of and approves operation. When pumping bypass flows, the discharge location will need to be stable and not produce erosion from the discharge velocity that would cause release of sediment downstream.

Dewatering (Mechanical Pumping) for treatment Water (sediment-laden) Operations If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Refer to article Erosion Control in these special provisions for additional requirements. sef-107-016 (20170310)

28. Notice to Contractor – OCIP Exclusions.

The Owner Controlled Insurance Program (OCIP) insurance coverage excludes environmental/abatement work, including hazardous materials/chemicals, lead and other materials considered hazardous – see Article – Owner Controlled Insurance Program for additional information. Environmental/abatement work must be performed by a qualified contractor and the work will not be covered under OCIP. The contractor performing Environmental/abatement work may potentially be enrolled in the OCIP if also performing other work not excluded from the OCIP umbrella. The qualified subcontractor must carry Construction Pollution Liability insurance with limits of at least \$1,000,000 per Occurrence and \$2,000,000 Aggregate.

Report only payroll from non-environmental work under the OCIP. Do not report payroll generated from environmental/abatement work.

Direct questions regarding all aspects of OCIP to Chris Luttrell at (608) 381-2340, or chris.luttrell@dot.wi.gov. sef-107-025 (20170406)

29. OCIP Information.

The Owner Controlled Insurance Program (OCIP)

The Zoo Interchange project will be constructed under the umbrella of an Owner Controlled Insurance Program (OCIP). Contractor/Consultant participation in this Corridor Project is mandatory and requires enrollment into the OCIP. Additional information regarding OCIP can be found at

http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/prelim-plan-se.aspx.

If you have questions regarding the OCIP, including whether your company needs to be enrolled into the OCIP, please contact Chris Luttrell at (608) 381-2340, or chris.luttrell@dot.wi.gov. sef-107-030 (20170406)

30. Owner Controlled Insurance Program.

Standard spec 107.26, "Standard Insurance Requirements" is deleted in its entirety and the following standard spec 107.26 is substituted thereof:

107.26 Standard Insurance Requirements

107.26(1)(a) Owner Controlled Insurance Program

- 1. Overview. The State of Wisconsin, Department of Transportation ("the WisDOT") has arranged with Aon Risk Solutions, (the "OCIP administrator") for this Project to be insured under its Owner Controlled Insurance Program ("OCIP"). The OCIP is more fully described in the Zoo Interchange manual for the Owner Controlled Insurance Program (the "Insurance Manual") and the Safety and Health Plan Manual that are incorporated in this Special Provision and the Contract by this reference. Parties performing labor or services at the Project Site (as defined by the OCIP Policies) are eligible to enroll in the OCIP unless the party is an excluded party (as defined below). The OCIP will provide to enrolled parties(as defined below) workers' compensation and employer's liability insurance, commercial general liability insurance, Builders Risk and Excess Liability insurance as summarily described below in connection with the performance of the Work ("OCIP coverage's").
- 2. Enrolled Parties and Their Insurance Obligations. OCIP coverage applies only to Enrolled Parties. Enrolled Parties include the WisDOT and its employees, non-excluded Contractors and Subcontractors of all tiers who enroll in the OCIP, all employees of Enrolled Contractor's and Subcontractor's who perform Work at the Project Site, and such other persons or entities that the WisDOT, in its sole discretion, may designate (each such party who is insured under the OCIP is collectively referred to as an "Enrolled Party").

Enrolled Parties shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, the insurance coverage specified in 107.26(1)(a) 8 below.

- **Excluded Parties and Their Insurance Obligations.** OCIP coverage's do not apply to the following "Excluded Parties":
- a. Hazardous materials remediation, removal and/or transport companies;
- b. Vendors *, suppliers, fabricators, material dealers, truckers**, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project;
 - * WisDOT is requiring all vendors who perform maintenance on an enrolled contractor's equipment to be enrolled in the OCIP. Please see "WisDOT OCIP Enrollment Guidance Relating to Service Vendors" to determine whether they will be enrolled per project id number or on a Miscellaneous blanket basis.
 - ** Truckers that come on site must remain in the cab of the vehicle.

Refer to the "Enrollment Matrix" which clearly outlines the requirements contingent upon the category that the entity falls under, such as: Contractor; Subcontractor; Consultant; Visitor; etc.

- c. Sanitary disposal facility providers, if the only function is to drop off the units and pick them up later, they are material suppliers and are excluded. If the company also services/cleans the units on site, that is no longer being a material supplier. (Refer to "Enrollment Matrix", Vendors Providing Maintenance On Site).
- d. Contractors and Subcontractors of any tier that do not perform any actual labor on the Project site;
- e. Any party or entity not specifically identified in this special provision or excluded by the WisDOT as permitted by law, even if otherwise eligible.
- f. If you are not employed by an Enrolled Party, but performing services of an Excluded Party, you are not covered by the OCIP.

Excluded Parties and parties not enrolled in the OCIP shall obtain and maintain, and shall require each of its excluded Subcontractors to obtain and maintain, the insurance coverage specified in standard spec 107.26(1)(a) 8 below and in the Insurance Manual. Excluded Parties shall comply with all of the safety requirements pursuant to 107.26(1)(a) 16.

4. OCIP Insurance Policies Establish OCIP coverage's. The OCIP coverage's and exclusions summarized in this special provision and the other contract documents are set forth in full in their respective insurance policy forms. The summary descriptions of the OCIP coverage's in this special provision or the Insurance Manual are not intended to be complete or to alter or amend any provision of the actual OCIP coverage's. In the event any provision of this special provision, the Insurance Manual, or the contract documents, conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.

5. Summary of OCIP Coverage's. OCIP coverage's will apply only to those operations of each Enrolled Party performed at the Project Site (as defined in the OCIP insurance Policies) in connection with the Work and only to Enrolled Parties that are eligible for the OCIP.

The OCIP coverage's are primary insurance for all Enrolled Parties for occurrences during the policy period at the Project Site (as defined in the OCIP Policies). The OCIP will provide at least the following insurance to Enrolled Parties:

Summary of OCIP Coverages

This is a brief description of OCIP Insurance Coverage. Enrolled Parties should refer to the actual policies for details concerning coverage, exclusions and limitations.

- a. Workers' Compensation Insurance -Statutory Limit including Jones Act and USL&H coverage, as applicable.
- b. Employer's Liability Insurance \$1,000,000 Bodily Injury by Accident, each accident \$1,000,000 Bodily Injury by Disease, each employee \$1,000,000 Bodily Injury by Disease, policy limits
- c. Commercial General Liability (ISO Occurrence Form Limits Shared By All Insureds) \$2,000,000 Each Occurrence Limit (Annual Limit) \$2,000,000 Personal/Advertising Injury Aggregate \$4,000,000 General Aggregate Limit for all Enrolled Parties (Annual Limit)

\$4,000,000 Products and Completed Operations Aggregate for all Enrolled Parties (Single Limit Applies to Entire Products and Completed Operations Extension)

10 yr. Products and Completed Operations Extension

- d. The OCIP Commercial General Liability policy will not provide coverage for any claim that could be covered under a property policy or Builder's Risk policy.
- e. Excess Liability insurance (over Employer's Liability and General Liability Limits Shared by All Insureds)

\$100,000,000 Each Occurrence Limit

\$100,000,000 Aggregate (Annual Limit)

\$100,000,000 Products and Completed Operations Aggregate Limit (Single Limit Applies to Entire Products and Completed Operations Extension).

f. Builder's Risk Insurance Coverage:

This is a brief description of Builder's Risk Insurance Coverage. Contractor should refer to the actual policies for details concerning coverage, exclusions and limitations. The Builder's Risk insurance covers insures property, including materials, supplies, machinery, fixtures and equipment which will become a permanent part of the Work (excluding road work at grade level) in the course of construction.

The Builder's Risk coverage insures WisDOT and Enrolled Parties. Builders Risk:

Limit

Each Occurrence Limit

\$100,000,000

Builder's Risk Obligation:

Contractor or Subcontractor shall pay to the WisDOT's designee within five (5) days Written notice a maximum of up to twenty-five thousand dollars (\$25,000.00) for each loss payable under the Builder's Risk Policy attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of Contractor's Subcontractors, or any other entity or party for whom Contractor may be responsible ("builder's risk obligation").

6. The WisDOT's Insurance Obligations.

- a. The WisDOT will pay the costs of premiums for the OCIP coverage's and WisDOT will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise.
- b. The WisDOT assumes no obligation to provide insurance other than that specified in this special provision and the OCIP insurance policies.
- c. Except as provided by applicable law, the WisDOT's furnishing of OCIP coverage's will in no way relieve or limit, or be construed to relieve or limit, Contractor or any of its Subcontractors of any responsibility, liability, or obligation imposed by the contract documents, the OCIP insurance policies, or by law, including without limitation any indemnification obligations which Contractor or any of its Subcontractors has to the WisDOT there under. The WisDOT reserves the right at its option, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in the contract documents.

7. Contractor's OCIP Obligations. Contractor shall:

a. Assign to WisDOT the right to receive all such adjustments, and shall require that each of its Subcontractors of every tier assigns to WisDOT the right to receive all such adjustments.

- b. Incorporate the terms of this special provision in all subcontract agreements.
- c. Enroll and maintain enrollment in the OCIP, and shall ensure that each non-Excluded subcontractor, enrolls and maintains enrollment in the OCIP. Enrollment shall take place within five days of a receipt of a Notice to Proceed, and prior to commencement of work. Comply with all of the administrative, safety, insurance, and other requirements outlined in this special provision, the Insurance Manual, the OCIP insurance policies, the Safety and Health Plan Manual, or elsewhere in the contract documents.
- d. Provide each of its Subcontractors with a copy of the Insurance Manual and ensure Subcontractor compliance with the provisions of the OCIP insurance policies, the Insurance Manual, this special provision, and the contract documents. The failure of (a) the WisDOT to include the Insurance Manual in the bid documents or (b) Contractor to provide each of its eligible Subcontractors with a copy of same shall not relieve Contractor or any of its Subcontractors from any of the obligations contained therein.
- e. Acknowledge, and require all of its Subcontractors to acknowledge in writing, that the WisDOT and the OCIP administrator are not agents, partners or guarantors of the insurance companies providing coverage under the OCIP (each such insurer, an "OCIP insurer") and that the WisDOT is not responsible for any claims or disputes between or among Contractor, its Subcontractors, and any OCIP insurer(s). Any type of insurance coverage or limits of liability in addition to the OCIP coverage's that Contractor or any Subcontractor requires for its or their own protection, or that is required by applicable laws or regulations, shall be Contractor's or its Subcontractor's sole responsibility and expense and shall not be billed to the WisDOT.
- f. Cooperate fully with the OCIP administrator and the OCIP insurers, as applicable, in its or their administration of the OCIP.
- g. Provide, within five (5) business days of the WisDOT's or the OCIP administrator's request, all documents or information as requested of Contractor or its Subcontractors. Such information may include but not be limited to, payroll records, certified copies of insurance coverage's, declaration pages of coverage's, certificates of insurance, underwriting data, prior loss history information, insurance audits, safety records or history, OSHA citations, or such other data or information as the WisDOT, the OCIP administrator, or OCIP insurers may request in the administration of the OCIP, or as required by the Insurance Manual.
- h. Pay to the WisDOT's designee within five (5) days of written notification, a sum of up to \$10,000 of each claim, including court costs, attorneys fees and costs of defense for property damage to the extent losses are insured under the OCIP Commercial General Liability policy for those losses that are attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of

its Subcontractors, or any other entity or party for whom Contractor may be responsible ("contractor General Liability obligation"). The contractor General Liability obligation will not be insured by the OCIP Coverage's.

8. Additional Insurance Required From Enrolled Parties and Excluded Parties.

Contractor shall obtain and maintain, and shall require each of its Subcontractors of every tier to obtain and maintain, the insurance coverage specified in this Section in a form and from insurance companies reasonably acceptable to the WisDOT. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. The insurance required by this Section shall conform to the WisDOT's requirements outlined in the Insurance Manual and be written by companies authorized to do business in the state of Wisconsin with an **AM Best rating of A-or better**. Contractor shall provide certificates of insurance coverage to the WisDOT as required below and by the Insurance Manual.

As to Enrolled Parties, the Workers' Compensation, Employer's Liability, and Commercial General Liability insurance required by this section shall only be for operations away from the Project Site (as defined by OCIP Policies). The cost of providing the required insurance coverage and limits is incidental to the contract. The department will make no additional or special payment for providing insurance.

TYPE OF INSURANCE MINIMUM LIMITS REQUIRED

- 1. Commercial General Liability insurance shall be endorsed to include Blanket Contractual Liability coverage.
 - a. \$2,000,000 Combined Single Limits per occurrence with an annual aggregate limit of not less than \$4,000,000.
 - b. The OCIP Coverage's shall exclude blasting or explosion operations. If blasting or explosion operations are used in connection with the Work, Commercial General Liability insurance shall not contain an exclusion for blasting or explosion and shall be provided in limits established by the WisDOT at the time such blasting or explosion methods are elected. Such coverage shall apply to operations whether the operations occur on the Project site or away from the Project site.
 - c. Wisconsin Department of Transportation, their respective officers, agents and employees, and any additional entities as the WisDOT may request as additional insureds must be named as an Additional Insured which shall include: i) liability arising out of the Work performed by the named insured; ii) liability arising out of the supervision of the Work performed by or operations of the named insured; and iii) liability of the acts or omissions of the Additional Insureds relating to Work performed by the named insured for the Project, except for sole negligence of the Additional Insureds iv) will state that coverage is afforded on a primary and noncontributory basis.
 - d. Ongoing Construction Operation(s) in effect at all times while work is being performed by Contractor;

- e. Subcontractors and Independent Contractors (if any);
- f. Products and Completed Operations, including coverage applicable to additional insureds (as required by this agreement) with Completed Operations coverage to remain in force, whether by endorsement or renewal of coverage, including the Contractor, any party required to be indemnified by this Contract and any other party required by this Contract to be named as an additional insured, for at least two (2) years from the date of final completion of the Project and WisDOT's acceptance of the work; and
- g. Explosion, collapse, and underground hazards.
- h. Contractual Liability (insured contract) coverage sufficient to meet the requirements of this Contract (including defense costs and attorney's fees assumed under contract);
- i. Personal and Advertising Injury Liability coverage (with the standard contractual and employee exclusions deleted);
- j. Notice and Knowledge of Occurrence conditions limited to the knowledge of relevant corporate officers or risk managers with an Unintentional Errors and Omissions provision (providing that the insurer may not deny coverage unless it can show that it has been prejudiced by a failure of the insured to comply with a condition of the policy); and
- k. CG 22 79 07 98 (or equivalent) is the only acceptable Professional Liability Exclusion.
- 1. Operations performed within 50' of railroad
- m.Contractors must provide their own insurance for owned, leased, rented and borrowed equipment, whether such equipment is located at a Project Site or "in transit". Contractors are solely responsible for any loss or damage to their personal property including, without limitation, property or materials created or provided under the Contract until installed at the Project Site, Contractor tools and equipment, scaffolding and temporary structures.
- 2. Workers' Compensation and Employer's Liability insurance.
 - a. Workers' Compensation Limits: Statutory Limits
- b. Employer's Liability limits:

\$1,000,000 Bodily Injury by Accident, each accident \$1,000,000 Bodily Injury by Disease, each employee \$1,000,000 Bodily Injury by Disease, policy limits

Terms and conditions shall include:

- USL&H where applicable.
- Jones Act where applicable.
- · All states endorsement -where applicable.

- 3. Commercial Automobile Liability insurance as specified by Insurance Services Office (ISO), form CA 00 01, symbol 1 (any auto) with the following limits and endorsements:
 - a. No Trucking or Hauling: \$1,000,000 Each Accident
 - b. Trucking or Hauling (Non Hazardous Materials): \$2,000,000 Each Accident
 - c. Trucking or Hauling Hazardous Materials: \$5,000,000 Each Accident with an MCS 90 Endorsement and ISO Endorsement CA 99 48.
- 4. For any work over water, whether deemed navigable or otherwise, Contractors Pollution Liability insurance with \$2,000,000 per occurrence and \$2,000,000 aggregate policy limits.
- 5. Aviation and/or Watercraft Liability insurance, as appropriate, including hull and protection and indemnity for watercraft, or other insurance, in form and with limits of liability and from an insuring entity reasonably satisfactory to the WisDOT.

Contractor's failure to procure or maintain the insurance required by this Section and to assure all its Subcontractors of every tier maintain the required insurance during the entire term of the contract shall constitute a material breach of this contract under which the WisDOT may immediately suspend or terminate this contract or, at its discretion, procure or renew such insurance to protect the WisDOT's interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid from the contractor.

Contractor shall provide the WisDOT with certificates of insurance as evidence that required coverage's for insurance detailed in this section are in force. The bidder shall provide certificates of insurance in their pre-qualification statement as specified in 102.1.

Contractor shall notify the WisDOT at least 60 calendar days before a cancellation or material change in coverage and only obtain coverage from insurance companies licensed to do business in the state that have an AM Best rating of A- or better. The cost of providing the required insurance coverage and limits is incidental to the contract. The WisDOT will make no additional or special payment for providing insurance.

The above insurance requirements shall apply with equal force whether the contractor or a Subcontractor, or anyone directly or indirectly employed by either, performs the work under the Project.

9. Additional Insureds:

All insurance required by this agreement (excluding only workers compensation insurance) shall name WisDOT, all parties required to be indemnified by this Contract and all other parties as reasonably requested by the WisDOT, as additional insureds. All policies (including primary, excess and/or umbrella) must provide that coverage shall be primary and non-contributory to any insurance maintained by the

Contractor or the additional insured, all of which shall be stated on the Certificate of Insurance provided by the Contractor. The Additional Insured Endorsement shall be on Form CG 20 10 11/85, or CG 20 33 10/01 plus CG 20 37 10/01, or equivalent, and shall include ongoing and completed operations coverage, which shall not contain any restrictions.

IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR APPLICABLE LAW) LIMITS THE ADDITIONAL INSURED COVERAGE THAT WISDOT MAY REQUIRE FROM THE CONTRACTOR, THEN THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ADDITIONAL INSURED COVERAGE TO THE FULLEST EXTENT OF COVERAGE AND LIMITS ALLOWED BY APPLICABLE LAW AND THIS CONTRACT SHALL BE READ TO CONFORM TO SUCH LAW.

- **10.** Contractor Representations and Warranties to the WisDOT. Contractor represents and warrants to the WisDOT or behalf of itself and its Subcontractors:
 - a. That all information it submits to the WisDOT or the OCIP administrator shall be accurate and complete.
 - b. That Contractor, on behalf of itself and its Subcontractors, has had the opportunity to read and analyze copies of the OCIP binders and specimen policies that are on file in the WisDOT's office. Any reference or summary in the contract, this special provision, the Insurance Manual, or elsewhere in any other contract document as to amount, nature, type or extent of OCIP coverage's and/or potential applicability to any potential claim or loss is for reference only. Contractor and its Subcontractors have not relied upon said reference but solely upon their own independent review and analysis of the OCIP coverage's in formulating any understanding and/or belief as to amount, nature, type or extent of any OCIP coverage's and/or its potential applicability to any potential claim or loss.
 - c. That the costs of OCIP coverage's were not included in Contractor's bid or proposal for the Work, the contract price, and will not be included in any change order, change modification, or any request for payment for the Work or extra work. The "costs of OCIP coverage's" is defined as the dollar amount of premiums, costs and fees the Contractor and its Subcontractors would have paid its insurance carrier to insure the operations and exposures which are being insured under the OCIP.
 - d. That Contractor acknowledges that the WisDOT will not pay or compensate Contractor or any Subcontractor, in any manner, for costs of OCIP coverage's or for "insurance costs" except as specifically required to be maintained by Contractor by the terms of this special provision.

11. Severability of Interests (Cross Liability):

All insurance required by this agreement (excluding only workers compensation insurance) shall include a provision or be endorsed to provide that, inasmuch as the policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured. No cross liability exclusions are permitted and there may not be any restrictions in any policies that limit coverage for a claim brought by an additional insured against a named insured. Also, there shall not be any provision in any insurance policy which excludes or conditions coverage on the existence of a contract or other agreement requiring insurance.

12. Breach of Insurance Requirements:

The Contractor's failure to obtain and maintain insurance coverages as required by this agreement shall constitute a material breach of the Contract. In such event WisDOT may at its option: (i) terminate the Contractor for default; or (ii) purchase such coverage and backcharge the premium and associated costs to the Contractor; or (iii) at their respective option, WisDOT and/or an additional insured can require the Contractor and/or its Subcontractors to pay for attorney's fees, expenses, damages and liability as a result of any claim or lawsuit to the extent coverage would have been provided to them under the Contractor's insurance but for the Contractor's breach WisDOT has the right to backcharge the Contractor for such sums. Furthermore, to the extent of their respective interest, the Insurers of those entities that were to be included as additional insureds are deemed to be third-party beneficiaries of the insurance procurement obligation.

13. Subcontractor:

Before permitting any Subcontractor to perform work under a subcontract, the Contractor shall require by written contract that the Subcontractor maintain insurance in like form and amounts to that required herein. The Contractor shall be responsible to ensure that each Subcontractor maintains insurance in like form and amounts and shall Provide evidence of same if requested. Contractor shall provide copies of its Subcontractor's certificates of insurance coverage to WisDOT or the OCIP Administrator upon request.

14. Notice of Cancellation:

All insurance coverages required by this agreement shall contain a provision that the coverage afforded thereunder cannot be cancelled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least thirty (30) days prior written notice has been given to WisDOT. The Contractor is responsible to provide replacement coverage conforming with the requirements of this agreement in the event of any cancellation, non-renewal or modification of any insurance coverages required by this agreement.

15. Limits of Insurance:

The Contractor's insurance coverage and any additional insured coverage provided to WisDOT and any additional insured shall be for the full amount of any loss up to the policy(s) limits of liability and shall not be limited to the minimum insurance requirements

of this Contract. The Contractor is responsible for notifying its insurance carriers in the event of a loss or potential loss involving coverage for the additional insureds. However, this does not prohibit any additional insureds from reporting a claim directly to the Contractor's insurance carriers.

16. Deductibles/Denial of Claims:

The Contractor shall be responsible, at no additional cost to WisDOT, for the payment of any deductibles or self-insured retention in connection with the insurance coverages required by this agreement, both for itself and all additional insureds. Any self-insured retention or deductible must be declared in writing at the time the Contractor submits its bid and must be specifically approved by WisDOT prior to execution of the Contract. The Contractor shall be responsible for any loss arising out of coverage denial by its insurance carrier. The Contractor may not procure policies that limit who may pay the SIR or deductible; rather, any SIR shall be payable by either the Contractor or the Subcontractor and the Contractor may not have a policy that prevents WisDOT from accessing or triggering coverage unless the SIR is paid by the Contractor. Contractor shall also ensure that similar conditions are incorporated into all subcontracts. In the event that WisDOT is required to pay any deductible and/or SIR to access any insurance policy, Subcontractor shall promptly reimburse the Contractor for such payment.

17. No Waiver of Insurance Requirements:

IT IS EXPRESSLY AGREED BETWEEN WISDOT AND THE CONTRACTOR THAT THE FAILURE OF WISDOT TO REQUIRE OR VERIFY COMPLETE AND TIMELY PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT SHALL NOT BE A WAIVER BY WISDOT OF ANY RIGHT OF WISDOT TO REQUIRE THE CONTRACTOR TO COMPLY WITH THESE INSURANCE REQUIREMENTS AND/OR TO SEEK DAMAGES BECAUSE OF THE CONTRACTOR'S FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS IN THIS CONTRACT.

- **18. Audits.** Contractor agrees that the WisDOT, the OCIP administrator, and/or any OCIP insurer may audit Contractor's or any of its Subcontractor's Project payroll records, books and records, insurance coverage's, insurance cost information, or any other information that Contractor provides to the WisDOT, the OCIP administrator, or the OCIP insurers to confirm their accuracy and to assure that costs of OCIP coverage's are not included in any payment for the work.
- **19. The WisDOT's Election to Modify or Discontinue OCIP.** The WisDOT may, for any reason, modify the OCIP coverage's, discontinue the OCIP, or request that Contractor or any of its Subcontractors withdraw from the OCIP upon thirty (30) days written notice. Upon such notice Contractor and/or one or more of its Subcontractors, as specified by the WisDOT in such notice, shall obtain and thereafter maintain at the WisDOT's expense, Contractor Maintained Coverages (or a portion thereof as specified by the WisDOT) of the OCIP coverage's. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to the WisDOT's approval.

20. Withhold of Payments. The WisDOT may withhold from any payment owing to Contractor the costs of OCIP coverage's if included in a request for payment. In the event the WisDOT audit of Contractor's records and information as permitted in the Contract, this special provision, or other contract documents reveals a discrepancy in the insurance, payroll, safety, or any other information required by the contract documents to be provided by Contractor to the WisDOT, or to the OCIP administrator, or reveals the inclusion of costs of OCIP coverage's in any payment for the work, the WisDOT will have the right to full deduction from the Contract Price of all such costs of OCIP coverage's and all audit costs. Audit costs will include but not be limited to the fees of the OCIP administrator, and the fees of attorneys and accountants conducting the audit and review. If the Contractor or its Subcontractors fail to timely comply with the provisions of this special provision or the requirements of the Insurance Manual, the WisDOT may withhold any payments due Contractor and its Subcontractors until such time as they have performed the requirements of this special provision. Such withholding by the WisDOT will not be deemed to be a default hereunder.

21. Waiver of Claim and Waiver of Subrogation:

Where permitted by law, Contractor hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against the WisDOT, the State of Wisconsin and any of its Agencies or Officer's, Agents or employees including without limitation, the OCIP administrator, its or their officers, agents, shareholders or employees of each, if any, and any other Contractor or Subcontractor performing work or rendering services on behalf of the WisDOT in connection with the planning, development and construction of the Project, and Contractor shall require that all Contractor maintained insurance coverage related to the work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation for claims described above.

- 22. Waiver of Subrogation. Where permitted by law, Contractor shall also require that all Contractor maintained insurance coverage related to the work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against the WisDOT, the State of Wisconsin and any of its Agencies or Officer's, Agents or employees including without limitation, the OCIP administrator, its or their officers, agents, shareholders or employees of each, if any. Contractor shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.
- **23.** Conflicts. In the event of a conflict, the provisions of this special provision shall govern, then the provisions of the contract and its other related contact documents, then the provisions of the Insurance Manual.

24. Safety. Contractor shall be solely responsible for safety on the Project and safety relating to the Work. Contractor shall establish a safety program that, at a minimum, complies with all local, state and federal safety standards, and any safety standards established by the WisDOT for the Project, including the Project Safety and Health Plan Manual.

SEF-ZOO IC 15 0112

31. 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

32. CPM Progress Schedule.

Modify the standard specs as follows:

Submit a CPM Progress Schedule and updates conforming to standard spec 108.4.4, and as provided in this special provision.

To ensure compatibility with the Master Program Schedule, use the latest version of Primavera P6 Project Management, by Oracle Corporation, Redwood Shores, CA, to prepare the Initial CPM Progress Schedule, Monthly CPM Progress Updates and other CPM Progress Revisions requested by the engineer.

Within five business days after award, the department will provide its current standard Work Breakdown Structure and activity codes to use to develop the Initial CPM Progress Schedule.

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 interstate-highway reconstruction work of similar size and complexity, including recent experience with P6. Obtain approval of the submitted resume before scheduling the work.

With each Monthly CPM Progress Schedule Update also include:

- · Activities underway and as-built dates for the past month.
- Agreement on the as-built dates with the department depicted in the Monthly CPM Progress Schedule Update. Document all disagreements. Use the as-built dates from the Monthly CPM Progress Schedule Update for the month when updating the CPM schedule.

• Actual as-built dates for completed activities through final acceptance of the project. sef-108-010 (20170403)

33. 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

34. Clearing and Grubbing, Emerald Ash Borer.

This applies to projects in the emerald ash borer (EAB) quarantined zones to include: Adams, Brown, Buffalo, Calumet, Columbia, Crawford, Dane, Dodge, Door, Douglas, Fond du Lac, Grant, Green, Iowa, Jackson, Jefferson, Juneau, Kenosha, Kewaunee, La Crosse, Lafayette, Manitowoc, Marquette, Milwaukee, Monroe, Oneida, Outagamie, Ozaukee, Portage, Racine, Richland, Rock, Sauk, Sheboygan, Trempealeau, Vernon, Walworth, Washington, Waukesha, Winnebago and Wood counties.

Supplement standard spec 201.3 with the following:

The emerald ash borer (EAB) has resulted in a quarantine of ash trees (*Fraxinus sp.*) by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (DNR).

Ash trees species attacked by emerald ash borer include the following:

- a) Green ash (*F. pennsylvanica*) is found throughout the state, but is most common in southern Wisconsin. It may form pure stands or grow in association with black ash, red maple, swamp white oak, and elm. It grows as an associate in upland hardwood stands, but is most common in and around stream banks, floodplains, and swamps.
- b) Black ash (*F. nigra*) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps, but is also found in other wet forest types.
- c) Blue ash (*F. quadrangulata*) is a threatened species that is currently found only at a few sites in Waukesha County. The species is at the edge of its range in Wisconsin, but is common in states farther south. The species is not of commercial importance. Blue ash twigs are 4-sided.
- d) White ash (*F. americana*) tends to occur primarily in upland forests, often with *Acer saccharum*.

The quarantine of ash trees includes all horticultural cultivars of the species listed above.

Note that blue ash twigs are 4-sided. All other Wisconsin ash trees have round stems. Also, Mountain ash (*Sorbus americana and S. decora*) is not a true ash and is not susceptible to EAB infestation.

The contractor shall be responsible for hiring a certified arborist to identify all ash trees that will be cleared and grubbed for the project. In addition, prior to scheduled clearing and grubbing activities, the arborist shall mark all ash trees with florescent lime flagging tied around the trunk perimeter.

Follow and obey the following Wisconsin Department of Agriculture, Trade, and Consumer Protection order:

ATCP 21.17 Emerald ash borer; import controls and quarantine.

· Importing or Moving Regulated Items from Infested Areas; Prohibition.

Except as provided in subparagraph (3), no person may do any of the following:

- a) Import a regulated item under sub. (2) into this state if that item originates from an emerald ash borer regulated area identified in 7CFR 301.53-3.
- b) Move any regulated item under sub. (2) out of an emerald ash borer regulated area that is identified in 7CFR 301.53-3 and located in this state.

Note: The United States Department of Agriculture-Animal and Plant Health Inspection Service (USDA-APHIS) periodically updates the list of regulated areas in 7CFR 301.53-3. Subsection (1) applies to new regulated areas as those areas are identified in the CFR.

- **Regulated Items**. The following are regulated items for purposes of subparagraph
 - a) The emerald ash borer, Agrilus planipennis Fairmaire in any living stage.
 - b) Ash trees.
 - c) Ash limbs, branches, and roots.
 - d) Ash logs, slabs or untreated lumber with bark attached.
 - e) Cut firewood of all non-coniferous species.
 - f) Ash chips and ash bark fragments (both composted and uncomposted) larger than one inch in diameter.
 - g) Any other item or substance that may be designated as a regulated item if a DATCP pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.

Inspected and Certified Items; Exemption.

Subsection (1) does not prohibit the shipment of a regulated item if a pest control official in the state or province of origin does all of the following:

- a) Inspects the regulated item.
- b) Certifies any of the following in a certificate that accompanies the shipment:
 - 1. The regulated item originates from non–infested premises and has not been exposed to emerald ash borer.
 - 2. The regulated item was found, at the time of inspection, to be free of emerald ash borer.
 - 3. The regulated item has been effectively treated to destroy emerald ash borer. The certificate shall specify the date and method of treatment.
 - 4. The regulated item is produced, processed, stored, handled or used under conditions, described in the certificate, that effectively preclude the transmission of emerald ash borer.

Regulatory Considerations

- a) The quarantine means that ash wood products may not be transported out of the quarantined area.
- b) Clearing and grubbing includes all ash trees that are to be removed from within the project footprint. If ash trees are identified within clearing and grubbing limits of the project, the following measures are required for the disposal:

Chipped Ash Trees

- a) May be left on site if used as landscape mulch within the project limits. If used as mulch on site, chips may not be applied at a depth greater than standard mulch applications as this will impede germination of seeded areas.
- b) May be buried on site within the right-of-way according to standard spec 201.3 (14).
- c) May be buried on adjacent properties to projects within the quarantined zone with prior approval of the engineer according to standard spec 201.3 (15).
- d) May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).
- e) Burning chips is optional if in compliance with standard spec 201.3.
- f) Chips must be disposed of immediately if not used for project mulching and may not be stockpiled and left on site for potential transport by others. Chips may be stockpiled temporarily if they will be used for project mulching and are not readily accessible to the public.
- g) Chipper equipment must be cleaned following post-chipping activities to ensure no spread of wood chip debris into non-quarantined counties.

Ash logs, Branches, and Roots

- a) May be buried without chipping within the existing right-of-way or on adjacent properties according to standard spec 201.3 (14)(15).
- b) May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).

- c) Burning is optional if in compliance with standard spec 201.3.
- d) Ash logs, branches, and roots must be disposed of immediately and may not stockpiled.
- e) All additional costs will be incidental to clearing and grubbing items.
- f) Do not bury or use mulch in an area that will be disturbed again during later phases of the project.
- g) Anyone moving firewood or ash products from the state or these counties is subject to state and federal fines up to \$1,000.00. All fines are the responsibility of the contractor. Obtain updated quarantine information at the DNR Firewood Information Line at 1-800-303-WOOD.

Furnishing and Planting Plant Materials

Supplement standard spec 632.2.2 with the following:

Ash trees may be obtained from inside or outside the quarantine area and planted within the quarantined area. Ash trees from within the quarantine area may not be transported and planted into the non-quarantined area.

Updates for Compliance

Each year, as a service, the Wisconsin department of agriculture, trade and consumer protection distributes an updated federal CFR listing to nursery license holders and other affected persons in this state. More frequent updates, if any, are available on the Department of Agriculture, Trade, and Consumer Protection (DATCP) website at www.datcp.state.wi.us. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from the DATCP. Persons may request update notices by calling (608) 224–4573, by visiting the DATCP website, or by writing to the following address:

Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management P.O. Box 8911 Madison WI 53708–8911

Regulated Items

More frequent updates, if any, are available on the DATCP website at www.datcp.state.wi.us. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from DATCP. Persons may request update notices by calling (608) 224–4573, by visiting the DATCP website, or by writing to the above address. SER-201.1 (20160808)

35. Removing Old Culverts and Bridges.

Supplement standard spec 203.3.1 with the following:

Structure Removal Site Safety Plan

Prepare a Structure Removal Site Safety Plan covering all structure removal work included in the contract. Maintain posted copies of the Structure Removal Site Safety Plan at the site in the project field office. Provide two copies of the Structure Removal Site Safety Plan to the engineer at least four weeks before beginning removal work.

Structure Removal Plans

Prepare a structure specific removal plan for each of the following existing structures indicating the methods and sequence of demolition:

Existing Structure	Structure Type	Feature On	Feature Under
B-67-54	4 Span Prestressed Girders	Sunnyslope Road	I-94

This table does not include all the structure removals included in the contract. It is a list of existing structure removals included in the contract for which a structure specific detailed removal plan is required to be submitted.

Examine the existing structure plans and visit the site before preparing and submitting the structure removal plan(s). The contractor is responsible for the methods and sequence of demolition, including effects on the overall stability of each structure being removed. At a minimum, each removal plan shall include:

- 1. The name of the professional engineer, registered in the state of Wisconsin who will be on site and monitoring the removal of existing structures as required in this specification.
- 2. The name of the contractor's on-site-employee designated in responsible charge of all removal operations.
- 3. The removal method and sequence of removal for each individual structure, including the staging of bridge removals.
- 4. Analysis of the stability of the structure based on the methods and sequence of demolition proposed, to ensure that the structure is demolished in a safe and controlled manner. The analysis computations shall be prepared, signed and sealed by a professional engineer registered in the State of Wisconsin.

- 5. Design and details of temporary supports, shoring or temporary bracing, if required to stabilize portions of partially remaining structures during the removal sequence or support partially remaining structures after staged removals. Include design computations and detail drawings for all temporary supports, shoring and bracing that indicate the exact placement of the temporary supports, shoring or bracing; verification of design loads; attachment details; and methods for the safe transfer of loads from existing structural elements to be removed to the temporary supports, shoring, or bracing. Temporary support, shoring, or bracing design computations and drawings details are to be prepared, signed and sealed by a professional engineer registered in the State of Wisconsin.
- 6. Design and details of temporary support foundations. Include in the foundation design the evaluation of expected foundation settlement and the effect that this will have on the structure being supported. Temporary support foundation design computations and drawing details are to be prepared, signed and sealed by a professional engineer registered in the State of Wisconsin.
- 7. Equipment type and locations of equipment on the structure(s) or adjacent roadways during the removal operations
- 8. Locations and type of work to be performed directly adjacent to traffic.
- 9. Details and locations of protective covers and other measures to ensure that people, property and improvements will not be endangered or damaged as a result of the removal operations. Include methods for protecting any pavement surfaces including shoulders, concrete barriers, and other highway features.
- 10. Methods of removal, hauling and disposal, including haul routes and disposal destination.
- 11. A schedule of anticipated roadway and lane closures to accommodate removal operations. Include the timing of individual lane or temporary roadway closures and the nature of removal operations that will be performed during the lane or roadway closures.
- 12. Acknowledgement that the contractor and removal design engineer responsible for preparing the removal plan have visited the site and reviewed the existing structure plans in preparing the removal plan.

Structure Pre-Removal Meetings

After submission of the Structure Removal Site Safety Plan and required Structure Removal Plan(s), schedule and conduct structure pre-removal meetings at a time agreed to by the engineer. Hold structure pre-removal meetings at least three working days before beginning structure removal activities. If the engineer agrees before, multiple structure removals can be combined and discussed at one structure pre-removal meeting. Otherwise, schedule and conduct a separate structure pre-removal meeting for each structure to be removed.

Supplement standard spec 203.3.2.1 with the following:

Perform structure removals conforming to the submitted Structure Removal Site Safety Plan and applicable Structure Removal Plan(s).

Supplement standard spec 203.5.1(2) with the following:

Payment includes preparation and submittal of a Structure Removal Site Safety Plan; preparation and submittal of Structure Removal Plan(s) and performing all structure removal work conforming to the submitted plans.

sef-203-005 (20170310)

36. Pavement Breaking Equipment.

Use only hydraulic pavement breaking equipment for breaking pavement within 300 feet of any structure. Do not use guillotine, drop hammer, falling weight, gravity impact breakers or equivalent equipment. A multi-head hydraulic drop hammer is allowed unless a structure is within 50 feet of the roadway.

sef-204-005 (20140415)

37. Removing Concrete Surface Partial Depth, Item 204.0109.S.

A Description

This special provision describes removing a portion of the concrete surfaces as shown on the plans according to standard spec 204, and as hereinafter provided.

B (Vacant)

C Construction

C.1 Equipment

Use a machine that provides a surface finish acceptable to the engineer. Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes.

Use a machine that is equipped with electronic devices that provide accurate depth, grade and slope control, and acceptable dust control system.

C.2 Methods

Remove existing concrete to the depths as shown on the plan by grinding, planing, chipping, sawing, milling, or by using other methods approved by the engineer.

Perform the removal operation in such a manner as to preclude damage to the remaining pavement and results in a reasonable uniform plane surface free of excessive large scarification marks and having a uniform transverse slope.

The sequence of removal operations shall be such that no exposed longitudinal joints 2 inches or more in depth remain during non-working hours. Windrowing or storing of the removed material on the roadway will only be permitted in conjunction with a continuous removal and pick-up operation. During non-working hours, clear the roadway of all materials and equipment.

The removed pavement shall become the property of the contractor. Properly dispose of it according to standard spec 204.3.1.3.

D Measurement

The department will measure Removing Concrete Surface Partial Depth in area by the square foot of surface area, removed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT204.0109.SRemoving Concrete Surface Partial DepthSF

Payment is in full compensation for removing the concrete; and for disposing of materials. stp-204-041 (20080902)

38. Removing Concrete Barrier.

Supplement standard spec 204.3.2.2 with the following:

Under the Removing Concrete Barrier bid item, remove barrier and footing, unless specified in the plans, at the locations the plans show. Removal includes all required sawing conforming to standard spec 690.

Supplement standard spec 204.5.1(2) with the following:

Payment for Removing Concrete Barrier is full compensation for furnishing all required sawing and removal of existing barrier and footing, and sludge removal.

sef-501-010 (20170310)

39. Removing Riprap Heavy, Item 204.9035.S.0001.

A Description

This special provision describes Removing Riprap Heavy according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Riprap Heavy in cubic yards, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER DESCRIPTION UNIT 204.9035.S.0001 Removing Riprap Heavy CY

Payment is full compensation for removing all heavy riprap and underlying Geotextile Fabric Type HR.

40. Removing Concrete Apron Endwalls for Pipe, Item 204.9060.S.0001.

A Description

This special provision describes Removing Concrete Apron Endwalls for Pipe according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Concrete Apron Endwalls for Pipe as each, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.0001	Removing Concrete Apron Endwalls for Pipe	EACH

stp-204-025 (20150630)

41. Removing Luminaires, Item 204.9060.S.1001.

A Description

This special provision describes removing existing luminaires from light poles as shown on the plans, according to the pertinent provisions of standard spec 204, and as hereinafter provided. Light poles shall remain in service. Lamp disposal will be measured and paid under a separate bid item.

B Material

Removed luminaires shall become the property of the contractor and shall be disposed of off the project site.

C Construction

No removal work will be permitted without approval from the engineer. Removal shall start as soon as the temporary lighting or permanent lighting, as applicable, is placed in approved operation. An inspection and approval by the engineer will take place before any associated proposed permanent or temporary lighting is approved for operation.

D Measurement

The department will measure Removing Luminaires by each individual unit, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER DESCRIPTION UNIT 204.9060.S.1001 Removing Luminaires EACH

42. Removing Poles Wood 60-FT, Item 204.9060.S.1002.

A Description

This special provision describes removing 60-foot wood poles as shown on the plans and according to the pertinent provisions of standard spec 204 and hereinafter provided.

B (Vacant)

C Construction

Remove the pole wood 60-foot and all attached conduit and wiring. Backfill all holes as specified in standard spec 203.3.5, except that broken masonry will not be allowed, to the final grade lines or as directed by the engineer. Dispose of all materials off the project site.

Restore all areas disturbed by construction activities to the final grade lines with topsoil and seed and mulch that meet the requirements of standard spec 625, 630, and 627, respectively. Restoration is incidental to this bid item.

D Measurement

The department will measure Removing Poles Wood 60-Foot as each individual unit, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER DESCRIPTION UNIT 204.9060.S.1002 Removing Poles Wood 60-FT EACH

43. Removing Electrical Service Meter Breaker Pedestal, Item 204.9060.S.1301.

A Description

This special provision describes removing an existing electrical service meter breaker pedestal, disconnecting all connected power wires, and disposing of the equipment appropriately.

B Materials

Existing electrical service meter breaker pedestal.

C Construction

Coordinate for removal of the existing electrical service meter breaker pedestal with WE Energies.

Disconnect all connected power wires, remove the pedestal and dispose of all materials properly away from the project area.

D Measurement

The department will measure Removing Electrical Service Meter Breaker Pedestal by each unit, acceptably removed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 204.9060.S.1301 Removing Electrical Service Meter Breaker Pedestal EACH

Payment is full compensation for coordination with WE Energies; for disconnection of wires; and for removal and disposal of the pedestal. stp-204-025 (20150630)

44. Removing Overhead Freeway DMS, Item 204.9060.S.1302.

A Description

This special provision describes removing an existing full-matrix overhead freeway dynamic message sign, controller, and cables; removing the sign and controller; storing them for removal of desired parts by the department, and disposing of remaining undesired parts.

B Materials

Existing sign, controller, control cables, and power wires.

Existing sign assembly consists of dynamic message sign, hardware for mounting sign on sign structure, and sign controller. Cabling for the dynamic message sign and controller is contained in rigid conduit. The above components are mounted to an overhead freeway DMS structure.

Removed dynamic message sign will be a Mark IV Industries LTD. 18-Inch Light Emitting Diode (LED), Full Matrix, Type 1 sign. The nominal dimensions of the sign are 310-Inches long, 106-Inches high, 36-Inches wide at the bottom and 42-Inches wide at the top.

C Construction

Carefully remove the dynamic message sign and controller for storage, parts removal, and later disposal. Prior to removing the sign and controller, the contractor may request that it be inspected to determine condition. Once removal has started, the contractor shall be responsible for any damage to the sign or controller. It will be the choice of the contractor on how best to remove the sign from the overhead structure. Replace or repair any damaged components at no additional expense to the department.

Store the dynamic message sign and controller in a secure and safe location until such time as the department can have a representative remove desired parts from the sign. The department will complete the parts removal process within 10 non-holiday business days of the sign being removed from the overhead structure and access being granted to the department representative. Contact Dean Beekman at (414) 227-2154 for coordination of parts removal by the department 30 days prior to the sign being made available for parts removal. After the department has obtained all desired parts from the sign, the contractor shall properly dispose of all remaining undesired parts off of the project area. Remaining undesired parts will include the DMS enclosure.

D Measurement

The department will measure Removing Overhead Freeway DMS by each unit, acceptably removed and stored for parts removal.

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.1302Removing Overhead Freeway DMSEACH

Payment is full compensation for removing the DMS, sign controller and cables, including any necessary wiring disconnections; for storing the sign for spare parts removal; any necessary restoration; and for disposing of the sign enclosure and remaining components after spare parts removal.

stp-204-025 (20150630)

45. Removing Pole, Item 204.9060.S.1303.

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 equipment removed from the pole 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, acceptably removed, according to the contract.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 204.9060.S.1303 Removing Pole EACH

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

46. Remove Microwave Detector, Item 204.9060.S.1304.

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 Remove Microwave Detector as each unit, removed from the concrete base, salvaged and stored, including attached hardware, according to the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.1304	Remove Microwave Detector	EACH

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

stp-204-025 (20150630)

47. Removing Controller Cabinet, Item 204.9060.S.1305.

A Description

This special provision describes removing an existing controller cabinet.

B (Vacant)

C Construction

Remove controller cabinets at the locations shown on the plans, or as directed by the engineer. Salvage and store the cabinets and all contents for pick up by the department.

Do not remove the existing ITS control cabinets, or any other associated equipment until necessary, or as directed by the engineer. Carefully remove the existing cabinets from the concrete bases, together with all components in such a manner as to safeguard all parts and wiring from damage or loss. Salvage and store the cabinet and contents for pick up by the department.

Prior to removing the existing ITS control cabinets, remove all cables being terminated in the cabinet. Cut existing cables flush with cabinet base and cap existing conduits. Dispose of the cables properly away from the project area.

D Measurement

The department will measure Removing Controller Cabinet by each unit, acceptably removed, salvaged, and stored.

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.1305Removing Controller CabinetEACH

Payment is full compensation for removal and storage of the controller cabinet; disconnecting all associated wires and cables; and for capping existing conduits. stp-204-025 (20150630)

48. Removing Controller Cabinet Base, Item 204.9060.S.1306.

A Description

This special provision describes removing an existing controller cabinet concrete base.

B Materials

Existing controller cabinet base, including concrete masonry, ground rods, masonry anchors, and restoration materials such as topsoil, seeding, mulch, and fertilizer according to the pertinent provisions of standard spec 201, 625, 627, 629, 630, 636, and 640.

C Construction

Remove and dispose of the concrete foundation and all other pertinent materials, and restore the disturbed area by placing 4-inches of topsoil, and fertilize, seed, and mulch all disturbed areas according to the pertinent requirements of the standard spec 201, 625, 627, 629, 630, 636, and 640.

D Measurement

The department will measure Removing Controller Cabinet Base by each unit, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 204.9060.S.1306 Removing Controller Cabinet Base EACH

Payment is full compensation for removing and disposing of a concrete controller cabinet base, including masonry anchors, ground rods, and concrete masonry; and for topsoil, fertilizer, seed and mulch.

stp-204-025 (20150630)

49. Removing Bulkhead, Item 204.9060.S.8001.

A Description

This special provision describes removing existing bulkhead as shown in the plans, and as hereinafter provided.

B (Vacant)

C Construction

Carefully remove the bulkhead without damaging the pipe. Replace portion of damaged pipe with similar size and material.

D Measurement

The department will measure Removing Bulkhead by each bulkhead removed, acceptably completed.

E Payment

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

following bid item:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.8001Removing BulkheadEACH

Payment is full compensation for furnishing all materials; removing bulkhead, replacing damaged pipe material including concrete collar around the pipe; and excavating and backfilling where necessary.

stp-204-025 (20150630)

50. Removing Loop Detector Wire and Lead-in Cable, CTH O & IH 94 EB Ramps, Item 204.9105.S.0001; CTH O & IH 94 WB Ramps, Item 204.9105.S.0002.

A Description

This special provision describes removing loop detector wire and lead-in cable at the CTH O & IH 94 EB Ramps, and CTH O & IH 94 WB Ramps intersections. Removal will be according to the pertinent provisions of standard spec 204, as shown in the plans, and as hereinafter provided.

B (Vacant)

C Construction

Notify the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the removal of the loop detector wire and lead-in cable.

Remove and dispose of detector lead-in cable including loop wire for abandoned loops off the right-of-way.

D Measurement

The department will measure Removing Loop Detector Wire and Lead-in Cable as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.0001	Removing Loop Detector Wire and Lead-in Cable,	LS
	CTH O & IH 94 EB Ramps	
204.9105.S.0002	Removing Loop Detector Wire and Lead-in Cable,	LS
	CTH O & IH 94 WB Ramps	

Payment is full compensation for removing, scrapping, and disposing of material and incidentals necessary to complete the contract work. stp-204-025 (20150630)

51. Removing or Abandoning Miscellaneous Structures.

Replace standard spec 204.5.1(3) with the following:

When backfilling with Backfill Granular as specified in this special provision article or as directed by the engineer, the item Backfill Granular is considered incidental to the appropriate bid item.

At locations where Backfill Granular is not specified, contractor may choose to use either Backfill or Backfill Granular, and no separate payments will be made for using Backfill Granular.

Supplement standard spec 204.5.1(2) with the following:

High density polyethylene (HDPE) liners are present in several of the existing storm sewer pipes that are planned for removal. Cutting and protection of the liner within the adjacent sewer pipes that are to remain is incidental to the appropriate bid item.

Supplement standard spec 204.3.2.2 with the following:

Backfill existing storm sewer or existing storm sewer locations shown for removal or abandonment outside the new traveled way with native backfill immediately after completing the sewer work. Backfill according to standard spec 209 within the traveled way.

All backfill, including native material, provided for removal or abandonment of existing storm sewer structures and pipes is considered incidental to the appropriate bid item.

Many existing pipes are lined with HDPE liner. Carefully cut the liner during removal and take special precaution to avoid disturbing the portion of the liner to remain under traffic during removals and new storm sewer installation. Cutting, protection and removal of HDPE liner is incidental to the appropriate bid items.

52. QMP Subgrade.

A Description

This special provision describes requirements for subgrade materials within the roadway foundation as defined in standard spec 101.3. Conform to standard spec 207 as modified in this special provision for all work within the roadway foundation at the following locations:

- IH 94 Auxiliary Lanes
- IH 94 Shoulders

- Local Roads (Sunnyslope Road, Park Entrance, Forest Grove Road, W. Beechwood Avenue)
- Any Temporary Widenings and Temporary Roads

Provide and maintain a quality control program. A quality control program is defined as all activities, including process control inspection, sampling and testing, documentation, and necessary adjustments in the process that are related to the construction of subgrade which meets all the requirements of this provision.

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes 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

B Materials

B.1 Quality Control Plan

Submit a comprehensive written quality control plan to the engineer at or before the preconstruction meeting. Do not perform grading work before the engineer reviews and accepts the plan. Construct the project as the plan provides.

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 the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:

- An organizational chart with names, telephone numbers, current certifications or titles, and roles and responsibilities of QC personnel.
- The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
- An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
- Location of the QC laboratory, retained sample storage, and control charts and other documentation.
- A summary of the locations and calculated quantities to be tested under this provision.
- An explanation regarding the basis of acceptance for material that cannot be tested by nuclear methods due to a high percentage of oversized particles.

B.2 Personnel

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a grading technician certified under HTCP at level I (or ACT Grading Technician under the direction of a certified technician) present at the site during all subgrade preparation, fill placement, compaction, and nuclear testing activities. Have a nuclear density technician certified under HTCP at level I perform field density and field moisture content testing.

B.3 Laboratory

Perform quality control testing in a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:

Materials Laboratory 3502 Kinsman Boulevard Madison, Wisconsin 53704-2583 Telephone: (608) 246-7938

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

B.4 Equipment

Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.

Furnish nuclear gauges from the department's approved product list at http://www.atwoodsystems.com/

Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge within 12 months before using it on the project. Retain a copy of the calibration certificate with the gauge. Nuclear density gauge calibration verification is required daily when earthwork construction operations require testing under this special provision article. This calibration verification shall be performed using the departments "Validator" apparatus which is located at the Zoo Interchange Construction Field Office: 2424 S. 102nd St., West Allis, Wisconsin 53227. Establish a standard gauge reading for the "Validator" using the ten test average method. The source emitter depth for calibration verification, in the direct transmission mode, will be determined by the engineer. This procedure will establish the "Validator" apparatus, as the contractor's project reference site.

Conform to ASTM D 2950 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Perform each test for 4 minutes of nuclear gauge count time.

B.5 Soil Source Study

Conduct and submit a soil source study before beginning of grading operations. Ensure that this study identifies each distinct soil type on the project within the top 15 feet of cut areas

and all borrow material. Provide the in-bank natural moisture content for each soil. Develop moisture-density curves for each identified soil type by utilizing AASHTO T 99, with a minimum of 5 individual points, and a zero air voids curve at a specific gravity of 2.65. If a different specific gravity is used perform a specific gravity test. Determine the maximum density and corresponding optimum moisture level for each soil type. Develop a site-specific family of Proctor curves for this contract from the completed soil source study and submit to the engineer for review and acceptance.

Perform characterization tests on each of the soil types selected for the soil source study. The tests for roadway include AASHTO T 89, AASHTO T 90, AASHTO T 27, and AASHTO T 11. Classify each soil type selected according to the AASHTO soil classification system based on the characterization tests. Do not begin grading operations until the engineer accepts the soil source study.

Use the soil types identified in the soil source study with corresponding maximum densities and optimum moisture values to determine the compaction compliance on the project. Continue the soil source study in those areas of cuts greater than 15 feet that were not accessible during the initial study. Include data on additional soil types if project conditions change. Ensure that tests of additional soil types are complete and the engineer accepts the results before incorporating the material into the roadway foundation.

Split each Proctor sample and identify so as to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department's split samples to the department at:

Regional Materials Laboratory

Attn: Paul Emmons 935 S. 60th Street

West Allis, Wisconsin 53214 Telephone: (414) 266-1158

Retain and identify two representative samples of each Proctor. Submit one sample to the engineer. Retain one sample on site for use when performing textural identification.

B.6 Quality Control Documentation B.6.1 Control Charts

Maintain separate control charts for the field density and field moisture content of each grading area. Designate grading areas within the project as follows:

- Embankment portions of the project, except within 200 feet of bridge abutments.
- Embankment within 200 feet of bridge abutments.
- Subgrade cut portions of the project.
- Embankment in pipe culvert, sewer and waterline trenches.
- Structure and granular backfill placed at bridge abutments.

Ensure that all tests are recorded and become part of the project records. Plot required test results on the control charts. Include random and engineer-requested testing but only include the contractor's randomly selected QC test results in the 4-point running average. The

contractor may plot other contractor-performed process control or informational tests on the control charts, but do not include them in 4-point running averages.

Post control charts in an engineer-approved location and update daily. Ensure that the control charts include the project number, the test number, each test element, the applicable control limits, the contractor's individual test results, the running average of the last 4 data points, and the engineer's quality verification test data points. Use the control charts as part of a process control system for identifying potential problems and assignable causes. Format control charts according to the CMM.

Submit control charts to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

B.6.2 Records

Document all observations, inspection records, and adjustments to fill placement procedures, soil changes, and test results daily. Note the results of the observations and inspection records as they occur in a permanent field record.

Provide copies of the field density and field moisture running average calculation sheets, the one-point Proctor tests, records of procedure adjustments, and soil changes to the engineer daily.

Submit original testing records to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

B.7 Contractor Testing

B.7.1 General

Have a grading technician certified under HTCP at level I (or ACT Grading Technician under the direction of a certified technician) present during all subgrade preparation, fill placement, compaction, and testing. Have a nuclear density technician certified under HTCP at level I perform the testing for field density and field moisture content. During subgrade construction, use sampling and testing methods identified in the CMM to perform the required tests at randomly selected locations at the indicated minimum frequency for each grading area.

Determine the cubic yards for testing based on a total load count system the engineer and contractor agree to.

For each test, provide the cubic yards represented and the test location to within 2 feet horizontally and 0.5 feet vertically. Use project stationing to determine horizontal location and grade stakes to determine vertical location.

Test areas of suspect compaction or areas which appear to be nonconforming as determined by the engineer.

B.7.2 Field Density and Field Moisture

Perform the field density and field moisture tests using the nuclear density meter method according to AASHTO T 310. Ensure that each field density test material is related to one of the specific soil types identified in the soil source study in determining the percent compaction. Use textural identification as the primary method of establishing this relationship. Use the representative samples retained from the soil source study when performing the textural identification. Use a coarse particle correction according to AASHTO T 224.

If field density and field moisture tests cannot be performed by the nuclear density method due to a high percentage of oversized particles as determined according to AASHTO T 99 for highway embankments, observe the placement of the embankment and document the basis of acceptance. Document daily quantities of untested embankment and locations where untested embankment is placed, and keep a cumulative quantity of untested embankment material during the project. Include the daily documentation and a summary of the cumulative quantity of untested embankment material with the project records.

B.7.3 One-Point Proctor

Obtain a representative sample of the fill material and test according to AASHTO T 272. Compare the sample to the curves developed in the soils source study to determine the maximum dry density and optimum moisture. Use the appendix for AASHTO T 272 as a guide in this determination.

B.7.4 Testing Frequency

B.7.4.1 Subgrade Embankment portions of the project, except within 200 Feet of bridge abutments

Perform the required tests at the following frequencies:

Test	Minimum Frequency
Field Density and Moisture (AASHTO T 310)	One per 2,000 cubic yards of fill per lift or one test per grading area per day whichever yields the most tests.
One-Point Proctor (AASHTO T 272)	One per 9,000 cubic yards or when a change in fill material occurs.

B.7.4.2 Subgrade Embankment Within 200 Feet of Bridge Abutments

Perform the required tests at the following frequencies:

Test	Minimum Frequency
Field Density and Moisture (AASHTO T 310)	One per 1,000 cubic yards of fill per lift or one test per grading area per day whichever yields the most tests.
One-Point Proctor (AASHTO T 272)	One per 9,000 cubic yards or when a change in fill material occurs.

B.7.4.3 Subgrade Cut

Perform the required tests at the following frequencies:

Test	Minimum Frequency
Field Density and Moisture (AASHTO T 310)	One test per 1,000 linear feet of cut or one test per cut area whichever yields the most tests. The testing will be completed at the finished subgrade elevation.

B.7.4.4 Subgrade Embankment in Pipe Culvert, Sewer and Waterline Trenches

Perform the required tests at the following minimum frequencies per trench run between structures. Test trenches individually at the frequency listed in this section. For example, lateral lines and trunk lines are to be considered individual trenches:

Test	Minimum Frequency
Field Density and Moisture (AASHTO T 310)	One test per 100 CY of backfill placed per lift or one test per day whichever yields the most tests.
One-Point Proctor (AASHTO T 272)	One per 3,000 cubic yards or when a change in fill material occurs.

B.7.4.5 Structure and Granular Backfill at Bridge Abutments

Perform the required tests at the following minimum frequencies:

Test	Minimum Frequency
nsity and Moisture SHTO T 310)	One test per 2 feet of vertical backfill height per abutment.
 -Point Proctor SHTO T 272)	One per 3,000 cubic yards or when a change in fill material occurs.

B.7.5 Compaction Zones

B.7.5.1 Subgrade Embankment portions of the project, except within 200 Feet of bridge abutments

Embankment material placed within 6 feet of the finished subgrade elevation is classified as upper zone material. Material placed more than 6 feet below the finished subgrade elevation is classified as lower zone material.

B.7.5.2 Subgrade Embankment Within 200 Feet of Bridge Abutments

All embankment material placed within 200 feet of bridge abutments is subject to the quality controls for upper zone material.

B.7.5.3 Subgrade Cut

Subgrade material in cut areas is subject to the quality controls for upper zone material.

B.7.5.4 Subgrade Embankment in Culvert Pipe Trenches

Material placed within culvert pipe trenches is subject to the quality controls for the zone that the material is located in.

B.7.5.5 Structure and Granular Backfill at Bridge Abutments

All backfill material placed adjacent to bridge abutments is subject to the quality controls for upper zone material.

Also see plan notes identifying special compaction

B.7.6 Control Limits

B.7.6.1 Field Density

B.7.6.1.1 General Conditions

The lower control limit for field density measurements in the upper zone is a minimum of 95.0 percent of the maximum dry density as determined by AASHTO T 99 or T 272for the 4-point running average and a minimum of 92.0 percent of the maximum dry density for any individual test.

The lower control limit for field density measurements in the lower zone is a minimum of 93.0 percent of the maximum dry density as determined by AASHTO T 99 or T 272 for the 4-point running average and a minimum of 90.0 percent of the maximum dry density for any individual test.

B.7.6.2 Field Moisture Content

B.7.6.2.1 general conditions

The upper control limit for the field moisture content in the upper and lower zones is 105.0 percent of the optimum moisture as determined by AASHTO T 99 or T 272 for the 4-point running average.

The lower control limit for the field moisture content in the upper and lower zones is 65.0 percent of the determined optimum moisture for the 4-point running average. There is no lower control limit for the field moisture of material having less than 5 percent passing the No. 200 sieve.

B.7.7 Corrective Action

Notify the engineer if an individual field density test falls below the individual test control limit. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer to improve the density of the subgrade material. After corrective action, perform a randomly located retest within the represented quantity to ensure that the material is acceptable.

Notify the engineer if the field density or field moisture running average point falls below the running average control limit for field density or outside the control limits for field moisture. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer to improve the quality of the material represented by the running average point. Retest each corrected area at a new random location within its represented quantity and determine a new 4-point running average. If the new running average is not acceptable, perform further corrective actions and retest at new random locations.

If the contractor's control data is proven incorrect resulting in a field density or field moisture point falling below the control limit for field density or outside the control limits for field moisture, the subgrade is unacceptable. Employ the methods described in this special provision for unacceptable material.

B.8 Department Testing

B.8.1 General

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 verification and independent assurance personnel for the project.

The department will provide field density and field moisture test results to the contractor on the day of testing. Test results from Proctor split samples will be provided to the contractor within 7 business days after the sample has been received by the department.

B.8.2 Verification Testing

The department will have an HTCP technician, or ACT under the direction of a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified for contractor testing personnel for each test being verified. The department will notify the contractor before testing so the contractor can observe QV testing.

The department will test field density and field moisture randomly at locations independent of the contractor's QC work. The department will use split samples for verification of Proctor testing. In all cases, the department will conduct the verification tests in a separate laboratory and with separate equipment from the contractor's QC tests.

The department will perform verification testing as follows:

- 1. The department will conduct verification tests on Proctor split samples taken by the contractor. These samples may be from the Soil Source Study or the one-point Proctor or sample locations chosen by the engineer from anywhere in the process. The minimum verification testing frequency is one per 90,000 cubic yards, with at least one for each soil type identified in the Soil Source Study.
- 2. The department will test the first split sample obtained by the contractor for the one-point Proctor. The engineer may select any contractor-retained sample for verification testing.
- 3. The department will conduct at least one verification test for field density and field moisture per 20,000 cubic yards.

Plot verification tests on the contractor's quality control charts as specified in B.6.1. Do not include verification tests in the 4-point running average.

If verification tests are within specified control limits, no further action is required. If verification tests are not within specified control limits, the engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's sampling and testing procedures and equipment. Both parties will document all investigative work.

Correct all deficiencies. If the contractor does not respond to an engineer request to correct a deficiency or resolve a testing discrepancy, the engineer may suspend grading work until action is taken. Resolve disputes as specified in B.9.

B.8.3 Independent Assurance Testing

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

Plot the independent assurance tests on the contractor's quality control charts as specified in B.6.1. Do not include independent assurance tests in the 4-point running average.

If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or cooperate in resolving identified deficiencies, the engineer may suspend grading work until action is taken. Resolve disputes as specified in B.9.

B.9 Dispute Resolution

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.

If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming 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 tests 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.

B.10 Acceptance

The department will accept the material tested under this provision based on the contractor QC tests unless it is shown through verification testing or the dispute resolution process that the contractor's test results are in error.

C (Vacant)

D (Vacant)

E Payment

Costs for furnishing all sampling, testing, and documentation required under this special provision are incidental to the work. If the contractor does not 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.

sef-207-005 (20170310)

53. 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
\leq 6000 tons	One stockpile test prior to placement, and
	two production or one loadout test. [1] [2]
$>$ 6000 tons and \leq 9000 tons	One stockpile and Three placement tests ^[3]

- [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

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

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:

- (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)

54. Select Crushed Material.

Replace standard spec 312.2(6) with the following:

The department will assess Select Crushed Material acceptability based primarily on the engineer's visual inspection. The department may require the contractor to sample, test, and report gradation or the fracture results to show conformance of the material. One test per source, production process or change of production process may be required.

Replace standard spec 312.5(2) with the following:

Payment for Select Crushed Material is full compensation for providing and compacting Select Crushed Material and all work necessary to provide gradation or fracture test results. SER-312.1 (20160831)

55. Ride Quality.

WisDOT standard spec 440 Ride Quality does not apply to Project 1060-34-79.

56. QMP HMA Pavement Nuclear Density.

A Description

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
 - 1. Selection of test sites.
 - 2. Testing.
 - 3. Necessary adjustments in the process.
 - 4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:

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

(4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

http://www.atwoodsystems.com/mrs

B Materials

B.1 Personnel

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

B.2 Testing

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

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges from the department's approved product list at http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.
- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:

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

B.3.2 Comparison of Nuclear Gauges

B.3.2.1 Comparison of QC and QV Nuclear Gauges

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the comparison process. The section does not have to be the same mix design.
- (2) Compare the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the comparison on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.

- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft³. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft³ and repeat comparison process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable comparison tolerances to perform density testing on the project.

B.3.2.2 Comparison Monitoring

- (1) After performing the gauge comparison specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform comparison monitoring of the QC, QV, and all back-up gauges at the project reference site.
- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft³ of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft³ of its reference value established in B.3.2.2(2).
- (4) Maintain the reference site test data for each gauge at an agreed location.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.

- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.
- (5) Randomly select test locations for each sublot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.
- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

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

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

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

Side Roads, Turn Lanes, Crossovers, Ramps, Roundabouts: Sublot/Layer tonnage	Minimum Number of Tests Required
25 to 100 tons	1
101 to 250 tons	3
251 to 500 tons	5
501 to 750 tons	7
Table 2	

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

- (1) Calculate the average sublot densities using the individual test results in each sublot.
- (2) If all sublot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.

(3) If any sublot average is more than one percent below the target density, do not include the individual test results from that sublot when computing the lot average density and remove that sublot's tonnage from the daily quantity for incentive. The tonnage from any such sublot is subject to disincentive pay according to standard spec 460.5.2.2.

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

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

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted sublot. Testing in a previously accepted sublot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full sublot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be according to standard spec 105.3.

- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the sublot and lot densities.
- (6) If 2 consecutive sublot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one sublot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected sublot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification sublot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification sublot average is more than one percent below the specified target density, compare the QC and QV sublot averages. If the QV sublot average is within 1.0 lb/ft³ of the QC sublot average, use the QC tests for acceptance.
- (5) If the first QV/QC sublot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that sublot. Combine the additional tests with the original set of tests to compute a new sublot average for each tester. If the new QV and QC sublot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC sublot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

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

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

(1) The department will administer density incentives according to standard spec 460.5.2.3.

stp-460-020 (20161130)

57. Concrete Masonry Structures.

A Description

A.1 General

Work under this item applies to cast in place concrete for structures. Conform to standard spec 501, 502, 504, 701, 710 and 715 and as modified in this special provision. Apply this special provision to all cast in place concrete placed under the following bid items:

502.0100 Concrete Masonry Bridges

A.2 Concrete Masonry Bridges

Work under the item Concrete Masonry Bridges applies to cast in place concrete for bridge substructures and superstructures, which includes abutments, piers, bridge decks, raised medians, sidewalks, and parapets.

B (Vacant)

C Construction

Place Concrete Masonry Bridges for bridge decks during nighttime hours. Begin work no earlier than two hours before sunset and end no later than 2 hours after sunrise; unless alternate begin and end times are approved prior to the concrete placement by the engineer. To determine acceptable hours, use the sunset and sunrise times published by the National Weather Service for the proposed date of the concrete placement or as mutually agreed to by the contractor and the engineer.

Replace standard spec 501.3.8.2 *with the following:*

The contractor is responsible for the quality of the concrete placed in hot weather. Submit a written temperature control plan at or before the pre-pour meeting. In that plan, outline the actions taken to control concrete temperature if the concrete temperature at the point of placement exceeds 80 F. Do not place concrete without the engineer's written acceptance of that temperature control plan. Perform the work as outlined in the temperature control plan.

If the concrete temperature at the point of placement exceeds 90 F, do not place concrete under the following bid items:

- Concrete Masonry Bridges

Notify the engineer whenever conditions exist that might cause the temperature at the point of placement to exceed 80 F. If project information is not available, obtain information from similar mixes placed for other nearby work.

Any additive or action taken to control the temperature of the Concrete Masonry to within the limits of this special provision, including the addition of ice to the concrete mix, is considered incidental to the work and will not be measured or paid for separately.

Supplement standard spec 501.3 with the following:

501.3.11 Slip Forming

Do not place concrete by the slip-form method for any item covered by this special provision.

D (Vacant)

E (Vacant)

sef-504-005 (20170403)

58. Concrete Staining B-67-344, Item 517.1010.S.0001.

A Description

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

B Materials

B.1 Mortar

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

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

Thoroseal Pearl Gray by Thoro Products

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

Acrylic Bonding Admixture: TK-225 by TK Products

Achro 60 by Thoro Products Achro Set by Master Builders

B.2 Concrete Stain

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

Tri-Sheen Concrete Surfacer, Smooth by TK Products
Tri-Sheen Acrylic by TK Products
TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products
Safe-Cure & Seal EPX by Chem Masters
H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

C Construction

C.1 General

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

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

C.2 Preparation of Concrete Surfaces

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

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

C.3 Staining Concrete Surfaces

Apply the concrete stain according to the manufacturer's recommendations.

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

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

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

C.4 Test Areas

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

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces according to the plan.

D Measurement

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

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 517.1010.S.0001 Concrete Staining B-67-344 SF

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

59. Catch Basins, Manholes, and Inlets.

Supplement standard spec 611.3.7 with the following:

Construct height adjustments of 4-inches or more with concrete grade rings. Never use grade rings less than 2-inches thick.

Replace standard spec 611.5.2 (1) with the following:

Payment for Catch Basins, Manholes, and Inlets bid items is full compensation for providing all submittals; materials, including all masonry, for mortar adjustments; adjusting rings; conduit and sewer connections, steps, and other fittings; for furnishing backfill, backfilling, all excavating, disposing of surplus material, and for cleaning out and restoring the work site; except that the department will pay for covers, including frames, grates and lids separately.

60. Pipe Grates, Item 611.9800.S.

A Description

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

B Materials

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

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 611.9800.S Pipe Grates EACH

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

61. Fence Safety, Item **616.0700.S.**

A Description

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

B Materials

Furnish notched conventional metal "T" or "U" shaped fence posts.

Furnish fence fabric meeting the following requirements.

Color: International orange (UV stabilized)

Roll Height: 4 feet

Mesh Opening: 1 inch min to 3 inch max

Resin/Construction: High density polyethylene mesh

Tensile Yield: Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate Tensile Strength: Avg. 3000 lb per 4 ft. width (ASTM D638)

Elongation at Break (%): Greater than 100% (ASTM D638) Chemical Resistance: Inert to most chemicals and acids

C Construction

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

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

stp-616-030 (20160607)

62. Stone or Rock Ditch Checks, Item 628.7515.S.

A Description

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

B Materials

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

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

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

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

C Construction

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

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

D Measurement

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

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 628.7515.S Stone or Rock Ditch Checks CY

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

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

63. Sign Supports Concrete Masonry.

Add the following to standard spec 636.3.2:

- Orill or excavate and maintain a stable open excavation for subsequent installation of drilled footings for sign structure foundations as the plans show. The subsurface conditions vary across the project site and are not necessarily the same at each sign structure foundation in the project. Anticipate the possibility of encountering randomly interlaced seams of loose, permeable sand or gravel of substantial thickness situated within glacial clays and till deposits; saturated soils; ground water; isolated cobbles or boulders; and nested cobbles and boulders at any sign structure foundation when selecting equipment and methods for drilling or otherwise excavating. Partial or full depth temporary casing may be required to maintain the stability of the excavation before placement of reinforcement and filling the excavation with concrete.
- It is strongly advised to obtain and review the Geotechnical Exploration and Foundation Evaluation Reports for the sign structures and as well as nearby structures to the sign structure foundation being constructed. See article "Geotechnical Investigation Information" in these special provisions for information on obtaining geotechnical reports.

Add the following to standard spec 636.3.3:

(8) For drilled foundations, no more than 3 inches of standing water is allowed in the bottom of the drilled excavation within a timeframe acceptable to the engineer before placing concrete masonry in the excavation.

Replace standard spec 636.5.2(1) with the following:

Payment for Sign Supports Concrete Masonry is full compensation for providing, transporting, placing and curing the concrete; for providing and removing casing if applicable; for providing required ground rods; for furnishing all required excavating; for placing post stubs or anchor bolts, and for providing and placing electrical conduit if required; for pumping of ground water seepage if applicable; for cleaning-up, repairing damage, and for disposing of excavation and surplus materials.

sef-636-005 (20170310)

64. Field Facilities.

Replace standard spec 642 with the following:

The department has procured its own Field Facilities located at 2424 S. 102nd Street; West Allis, WI 53227.

SEF-ZOO IC 14 1212

65. 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 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 sign coverings before placing fixed messages signs unless directed by the engineer.

sef-643-005 (20170404)

66. 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.

Provide the Waukesha and Milwaukee County Sheriff's Department, the Wisconsin State Patrol, City of Brookfield Police Department and the 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 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 (20170328)

67. 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

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

A Description

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

B Materials

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

C Construction

- (1) Coordinate with the engineer at least 72 hours before its intended use so the engineer can determine if the work operation requires TMA protection.
- (2) Position the attenuator at a manufacturer-recommended location in advance of a stationary work operation. Position and maintain the attenuator consistently at the manufacturer-recommended distance from a mobile work operation. Ensure that an operator stays with the host vehicle while protecting a mobile work operation.

D Measurement

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

E Payment

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

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

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

stp-643-015 (20140630)

69. Temporary Pedestrian Surface Plywood, Item 644.1420.S.

A Description

This special provision describes providing, maintaining, and removing temporary pedestrian surface.

B Materials

Furnish 1 1/4-inch dense graded aggregate conforming to standard spec 305.2. Furnish:

- Asphaltic surface conforming to standard spec 465.2.
- Pressure treated 2x4 framing lumber, pressure treated 3/4-inch plywood with skid resistant surface coating, and weather resistant deck screws 3-1/2-inch minimum for framing and 1-5/8-inch minimum for plywood.
- 1/4 inch minimum steel plate or commercially available prefabricated plates with skid resistant surface coating conforming to Americans with Disabilities Act Accessibility Guidelines. If placed in the roadway, must be able to handle a vehicle weight of 88,000 lbs.

C Construction

Place, compact, and level a dense graded aggregate foundation before placing the surface.

Provide a firm, stable, and slip-resistant surface layer with vertical joints no higher than 1/4 inch and horizontal joints no wider than 1/2 inch. Sheet materials up to 1 inch thick may be lapped if the edge is beveled at 45 degrees or flatter. Asphalt may also be used to ramp up to materials up to 1 inch thick. Construct conforming to the following:

- Asphalt surface a minimum of 2 inches thick compacted with compactors, tampers, or rollers.
- Framed plywood panels 4 feet wide with a skid resistant surface coating.
- Steel or prefabricated plate with a skid resistant surface coating.

Align parallel to the existing roadway grade or, if outside of a street or highway right-of-way, do not exceed 5 percent longitudinal slope. Provide cross slope of 1 to 2 percent unless the engineer approves a steeper cross slope in writing.

Maintain the surface with a 4-foot minimum clear width and the specified joint and slope requirements. Repair or reconstruct installations disturbed during construction operations. Remove and dispose of as specified in standard spec 203.3.4 when no longer required.

D Measurement

The department will measure temporary pedestrian surface by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 644.1420.S Temporary Pedestrian Surface Plywood SF

Payment is full compensation for providing, maintaining, and removing temporary pedestrian surface.

stp-644-010 (20150630)

70. Temporary Curb Ramp, Item 644.1601.S.

A Description

This special provision describes providing, maintaining, and removing temporary curb ramps.

B Materials

Furnish materials as follows:

- Asphaltic surface conforming to standard spec 465.2.
- Engineer-approved ready mixed concrete or ancillary concrete conforming to standard spec 602.2 except no QMP is required.
- Commercially available prefabricated curb ramps conforming to Americans with Disabilities Act Accessibility Guidelines.

Furnish yellow detectable warning fields conforming to Americans with Disabilities Act Accessibility Guidelines. Use either an engineer-approved surface-applied type or cast iron from the department's approved products list.

C Construction

Provide and maintain temporary curb ramps, including detectable warning fields, throughout the project duration. Place and compact a dense graded aggregate foundation before placing the curb ramp, unless the curb ramp is to be placed on existing roadway surface.

Remove and dispose temporary curb ramps and associated detectable warning fields when no longer required.

D Measurement

The department will measure temporary curb ramps by each individual ramp, 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 644.1601.S Temporary Curb Ramp EACH

Payment is full compensation for providing, maintaining, and removing temporary curb ramps.

stp-644-020 (20150630)

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

A Description

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

B Materials

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

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

C Construction

C.1 General

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

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

C.2 Groove Depth

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

C.3 Groove Width – Longitudinal Markings

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

C.4 Groove Position

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

C.5 Groove Cleaning

C.5.1 Concrete

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and the pavement marking tape. Use a high-pressure air blower with at least 185 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. stp-646-022 (20120615)

72. Pavement Marking Grooved Contrast Wet Reflective Epoxy 8-Inch 646.0844.S.

A Description

This special provision describes furnishing, grooving, and installing wet reflective epoxy pavement marking as shown on the plans, according to standard spec 646, and as hereinafter provided.

B Materials

Furnish a 20 mils application of an epoxy binder pavement marking, from the Wisconsin's Approved Products List, in a grooved slot. Provide a double drop system of 5.3 pounds per gallon of wet reflective elements from Wisconsin's Approved Products List and Utah Performance beads mixture at a drop rate of 12-22 pounds per gallon.

Replace standard spec 646.2.3 (1) with the following:

Furnish Utah Performance beads with the following gradation:

Utah Bead Gradation

US Mesh	Percent Passing (ASTM D1214)
18	65-80
20	
25	
30	30-50
40	
50	0-5

Beads **shall** achieve a minimum of 275 mcd (dry reading), initial for white and 180 mcd (dry reading) for yellow.

C Construction

C.1 General

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of the grooved wet reflective epoxy.

Plane the grooved lines according to details in the plan. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove. Remove lane line and center line pavement markings during the grooving process.

C.2 Groove Depth

Cut the groove to a depth of 80 mils ± 10 mils from the pavement surface. The department may periodically check groove depths.

C.4 Groove Width – Longitudinal Markings

Cut the groove 1inch wider than the width of the pavement marking.

C.5 Groove Position

Position the groove edge according to Standard Detail Drawing Pavement Marking (Mainline). If necessary, groove a minimum of 4 inches from both ends of the pavement marking segment. Achieve straight alignment with the grooving equipment.

C.6 Groove Cleaning

C.6.1 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 marking. Use a high-pressure air blower with at least 185 ft³/min air flow and 120 psi air pressure to clean the groove.

C.6.2 Asphalt

Groove pavement five or more days after paving.

If opening to traffic an asphalt lane that is not grooved, place temporary pavement marking. For asphalt lanes not open to traffic, temporary pavement marking is not required.

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.

D Measurement

The department will measure Pavement Marking Grooved Wet Reflective Epoxy (width) bid items by the linear foot of line, acceptably completed.

The department will measure Pavement Marking Grooved Contrast Wet Reflective Epoxy (width) bid items by the linear foot of line, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 646.0844.S Pavement Marking Grooved Contrast Wet SF

Reflective Epoxy 8-Inch

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the epoxy, 3M elements and beads; and for removing existing or temporary marking, if necessary.

stp-646-024 (20170227)

73. Pavement Marking Grooved Wet Reflective Epoxy 4-Inch, Item 646.2304.S.

A Description

This special provision describes furnishing, grooving, and installing wet reflective epoxy pavement marking as shown on the plans, according to standard spec 646, and as hereinafter provided.

B Materials

Furnish a 20 mils application of modified epoxy binder pavement marking, from the Wisconsin's Approved Products List, in a grooved slot. Provide a double drop system of 5.3 pounds per gallon of wet reflective elements from Wisconsin's Approved Products List and Utah Performance beads mixture at a drop rate of 12-22 pounds per gallon.

Replace standard spec 646.2.3 (1) with the following:

Furnish Utah Performance beads with the following gradation:

US Mesh Percent Passing (ASTM D1214)

18 65-80

20
25
30 30-50
40
50 0-5

Utah Bead Gradation

Beads **shall** achieve a minimum of 275 mcd (dry reading), initial for white and 180 mcd (dry reading) for yellow.

C Construction

C.1 General

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of the grooved wet reflective epoxy.

Plane the grooved lines according to details in the plan. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove. Remove lane line and center line pavement markings during the grooving process.

C.2 Groove Depth

Cut the groove to a depth of 80 mils ± 10 mils from the pavement surface. The department may periodically check groove depths.

C.4 Groove Width – Longitudinal Markings

Cut the groove 1inch wider than the width of the pavement marking.

C.5 Groove Position

Position the groove edge according to Standard Detail Drawing Pavement Marking (Mainline). If necessary, groove a minimum of 4 inches from both ends of the pavement marking segment. Achieve straight alignment with the grooving equipment.

C.6 Groove Cleaning

C.6.1 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 marking. Use a high-pressure air blower with at least 185 ft³/min air flow and 120 psi air pressure to clean the groove.

C.6.2 Asphalt

Groove pavement five or more days after paving.

If opening to traffic an asphalt lane that is not grooved, place temporary pavement marking. For asphalt lanes not open to traffic, temporary pavement marking is not required.

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.

D Measurement

The department will measure Pavement Marking Grooved Wet Reflective Epoxy (width) bid items by the linear foot of line, acceptably completed.

The department will measure Pavement Marking Grooved Contrast Wet Reflective Epoxy (width) bid items by the linear foot of line, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
646.2304.S	Pavement Marking Grooved Wet Reflective	LF
	Epoxy 4-Inch	

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the epoxy, 3M elements and beads; and for removing existing or temporary marking, if necessary.

stp-646-024 (20161130)

74. Lighting Systems.

A General

Add the following to standard spec 651, 652, 653, 654, 655, 656, 657 and 659.

All the work necessary to comply with revisions to standards specifications mentioned herewith shall be incidental to associated pay items or to the project including coordination, materials, and labor. No additional payment shall be made to the contractor.

Add the following to standard spec 651.2:

Materials indicated to be returned to the department shall be hauled to one of the following two locations:

- 1. State Electrical Shop at 935 South 60th street, West Allis, as directed by Miss. Bree Johns-Konkol, tel. (414) 266-1170.
- 2. Milwaukee County Grounds, 10191 West Watertown Plank Road, Wauwatosa, as directed by Mr. Pat Stoetzel, tel. (414) 750-5306.

Arrange pickups and deliveries 3 days in advance and during regular business hours (Monday – Thursday 7:00 AM to 3:45 PM).

Add the following to standard spec 651.3.1:

Any circuit that the contractor does not personally tag out at the disconnect shall be considered live, and will be subject to being activated by another person with no notice to the contractor. Make tagouts with manufactured tags, and endorse them with the date and the name of the contractor. Clear tagouts at the end of the workday. The department does not employ a load dispatcher and has no intent to do so. Each electrical worker is responsible for their own protection from automatic switching and from switching by others.

The plans show required disconnections of existing lighting circuits, most in the form of abandoning existing underground conductors in place. The contractor may need to mobilize several times per each existing lighting distribution center. The contractor is expected to build these costs into the various paid items for removals and installations.

Add the following to standard spec 651.5:

Work to disconnect and connect conductors will be incidental to the paid measurement of footage.

There will be no measurement for payment for abandoning conductors or removing conductors for scrap.

Work to disconnect and connect electrical system, splice through, or to connect conductors are incidental to the installation or removal of the freeway lighting pay items included in this contract. The department will not measure conductors or conduits that have been abandoned in place or removed for scrap. The department will allow, at the contractor's discretion, for the salvaging of conductors to be abandoned, if possible.

Add the following to standard spec 652.3.1.4:

Support conductors at the top of the vertical raceway or as close as practical if the vertical rise exceeds 40-feet. Provide additional supports as shown; in no case shall the distance between supports exceed that shown in Table 300.19(A) of the Wisconsin State Electric Code.

Add the following to standard spec 653.3(1):

This provision modifies the standard detail drawing for pull boxes and thereby both the standard items and SPV pay item for pull boxes. Lighting pull box covers shall read "LIGHTING".

Add the following to standard spec 655.3.1:

Wet location splices are not anticipated on this project and not shown in the plans. In the event that the engineer allows wet location splices, make pull box splices with engineer approved epoxy kit.

At each pull point or access point, indicate the line side bundle with a lap of blue tape.

Add the following to standard spec 655.3.7(4):

Where two or more wire networks pass through a pull point, tag each circuit network (i.e. A/B/N and C/D/N) with approved all-weather tags.

Add the following to standard spec 657.2:

Non-breakaway poles (mounted on structures, concrete bases or behind noise wall barriers without transformer base), as well as at stems of sign bridges containing electrical wires are to be double nutted and contractor shall install galvanized rat screen enclosing the bottom of pole area; extra nuts and screen incidental.

Add the following to standard spec 657.3.1 and 657.3.5:

Corrosion protection measures described in standard spec 657.3.1 and 657.3.5 are invoked for breakaway transformer bases and aluminum light poles. The contractor shall avoid

contact of dissimilar metals in erecting the pole on its foundation and/or breakaway device. Any concern of trapped moisture or potential corrosion cell shall be resolved to the satisfaction of the engineer.

Manufacturer's Warranty for LED luminaires: The manufacturer shall warrant to the department that each complete luminaire (consisting of the housing, optical assembly, LED drivers, surge protection and wiring) will be free from defects in material and workmanship for five years from the date that the luminaire are put into service. Luminaires shall be installed within one year of manufacture.

If any luminaires fail to meet the above warranty, the department will provide the manufacturer with a written notice of any defect within 30 days after discovery of the defect. The manufacturer shall provide all materials, luminaires, replacement component parts, labor and all incidentals necessary to restore the luminaire to a fully operational, installed condition.

Submittal Requirements for LED luminaires: Considering the rapid advancement in LED technology, the overall project construction and duration of construction, within 10 calendar days after contract execution, the contractor is responsible to coordinate the lead time for LED luminaires purchase and installation schedule for LED luminaires with the engineer and the department's lighting engineer, Eric Perea, at eric.perea@dot.wi.gov or at (262) 574-5422 prior to order LED luminaires. The LED luminaires purchasing may be done during later stage of construction as directed by the department which shall not delay the construction.

Add the following to standard spec 659.3:

Provide and install / replace Plaques Light Pole on all poles located in the median at a mounting height of 6-inch above the highest adjacent safety barrier or obstruction.

Add the following to standard spec 659.3.1:

Contractor shall be responsible to provide adequate temporary roadway lighting during all the construction stages not shown on the temporary lighting plans, but which are necessitated by field conditions or by any construction phasing changes. Installation of temporary lighting not shown on temporary lighting plans will be paid according to appropriate pay items included in this contract. Contractor shall be responsible to submit a redline markup plans for any additional temporary lighting to the engineer for approval prior to installation.

75. Install Conduit Into Existing Item, Item 652.0700.S.

A Description

This special provision describes installing proposed conduit into an existing manhole, pull box, junction box, communication vault, or other structure.

B Materials

Use conduit and fittings, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the requirements of pertinent provisions of the standard specifications.

C Construction

Expose the outside of the existing structure without disturbing existing conduits or cabling. Drill the appropriate sized hole for the entering conduit(s) at a location within the structure without disturbing the existing cabling and without hindering the installation of new cabling within the installed conduit. Fill void area between the drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure. Tamp backfill into place.

D Measurement

The department will measure Install Conduit Into Existing System by the unit, acceptably installed. Up to five conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of five, or conduits entering at significantly different entry points into the existing pull box, manhole, or junction box will constitute multiple units of payment.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 652.0700.S Install Conduit Into Existing Item EACH

Payment is full compensation for excavating, drilling holes; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections. 652-070 (20100709)

76. Distribution Center Maintenance.

Remove debris, animal nests, the accumulation of dirt, etc., from inside and near the distribution center cabinet. Trim weeds, saplings, and brush a reasonable distance around, including a sufficient distance to ensure access to the meter, the fence gate, the cabinet door.

Cap the conduits leading into the cabinet to prevent rodents and other vermin to enter.

Work is incidental to the contract.

77. 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		
Full Matrix Overhead Freeway DMS		
Full Matrix Overhead Freeway DMS Mounting I-Beams		
72-Count Fiber Optic Cable		
6-Count Fiber Optic Cable		
Fiber Optic Splice Enclosures		
Fiber Optic Termination Panels		
50-Foot Camera Poles		
CCTV Cameras		
Pole-Mounted Cabinets		
Ethernet Switches		
Microwave Vehicle Detectors		

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.

Large department-furnished equipment, such as camera poles will be delivered by the supplier to a contractor-controlled site within Milwaukee or Waukesha County. Delivery will not necessarily be in a "just in time" manner. Store the equipment until field installation. Provide location details and a contact for delivery coordination upon receiving the contract's Notice to Proceed.

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)

78. 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)

79. 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 furnishing all testing. stp-673-010 (20100630)

80. 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. stp-675-040 (20100630)

81. Removing 50-Foot Camera Pole, Item 677.9051.S.

A Description

This special provision describes removing an existing camera pole.

B (Vacant)

C Construction

Disconnect all cables, wiring and equipment that are mounted on or in the poles, and remove the pole from the concrete footing. The department will pick up any antennae, cameras, or other equipment mounted on the pole; contact maintenance staff at (414) 227-2166 at the department's Statewide Traffic Operations Center, when the material is ready to be picked up. Properly dispose of the pole, conduit, cabling, and wiring away from the project site.

D Measurement

The department will measure Removing (Height) Camera Pole by the unit, acceptably removed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 677.9051.S Removing 50-Foot Camera Pole EACH

Payment is full compensation for removing and disposing of the existing camera pole; disconnecting any necessary wiring; removing the equipment mounted on the poles; disposing of cabling and wiring; and transportation. stp-677-901 (20100630)

82. Removing CCTV Camera, Item 677.9200.S.

A Description

This special provision describes removing an existing CCTV camera from an existing camera pole as described in the plan.

B (Vacant)

C Construction

Disconnect all wiring at the control cabinet and at the top of the camera pole. Remove all fastening hardware and remove the existing camera and pan, tilt, and zoom mechanisms from the top of the pole. Salvage and store the cameras for pick up by the department; contact maintenance staff at (414) 227-2166 at the department's Statewide Traffic Operations Center to coordinate when the materials will be picked up.

The contractor may request a meeting with the engineer to assess the condition and operability of the camera prior to beginning work on removing the camera. Any damage or improper operation not noted at the meeting, or prior to the contractor starting work on the removal, will be assumed to be the fault of the contractor; repair or replace the camera at no additional cost to the department. Store the camera until the department picks up the camera.

D Measurement

The department will measure Removing CCTV Camera by the unit, acceptably and completely removed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT677.9200.SRemoving CCTV CameraEACH

Payment is full compensation for removing an existing CCTV camera; for disconnecting all necessary cables and wiring; and properly storing the materials. stp-677-902 (20100630)

83. Install Overhead Freeway DMS Full Matrix, Item 678.0100.S.

A Description

This special provision describes installing a state-furnished, or an existing salvaged, dynamic message sign on a new sign structure.

B Materials

The department will provide the sign, or it will be salvaged, controller, and the control cable.

Use an AWG #6 copper wire or equivalent bonding straps to bond the sign and cabinet to the structure. Use an AWG #6 solid, bare copper wire to bond the sign structure to the ground rod(s).

- 1. For the four wires carrying 120/240 VAC power from the cabinet to the sign, use single conductor, stranded copper, 120/240 VAC, XLP insulated, USE rated wire. Size the wire to carry the maximum amperage permitted by the main breakers in the sign.
- 2. Use an outdoor rated Category 5e, or better, network communications cable for control of the DMS.

Provide a 100-amp 120/240-VAC load center in the controller cabinet, along with breakers recommended by the sign manufacturer.

C Construction

Install the load center so that the main breakers control all power to the sign and cabinet. Provide at least three branch circuits, one for the sign, one for the controller and communication equipment, and one for all cabinet accessories, such as fan, light, and heater. Only protect the branch serving the controller and communication equipment with the second stage of the surge protector. Connect the power and control cables according to the manufacturer's recommendations. Run the cables in rigid metallic conduit or flexible metallic conduit, or combination of these, within the sign structure.

Bond the bottom of the sign structure to one or more ground rods. Use exothermic welding at each end of the ground wire, unless the steel structure has a suitable grounding lug. Use a device that measures resistance to ground using the three-point fall-of-potential method to ensure that the resistance from the sign's ground bar to ground does not exceed 4 ohms. Add more ground rods if necessary to achieve this requirement.

D Measurement

The department will measure Install Overhead Freeway DMS Full Matrix by each sign, acceptably installed and tested.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 678.0100.S Install Overhead Freeway DMS Full Matrix EACH

Payment is full compensation for installing and testing the sign and controller; providing cables, conduits, and fittings; for testing the sign; and for transporting materials. 678-010 (20100630)

84. Backfill Slurry, Item SPV.0035.8001.

A Description

This special provision describes furnishing and placing Backfill Slurry. Conform to standard spec 209 except as hereinafter modified.

B Materials

Replace standard spec 209.2.2 with the following:

(1) Use aggregates that conform to the gradation conforming to standard spec 501.2.5.3 for fine aggregate and for Size No. 1 in standard spec 501.2.5.4. Provide aggregates in the same proportion by weight as for Grade A concrete as in standard spec 501.3.2.2. Weigh aggregates at a batch plant suitable for batching concrete masonry. Mix and deliver to the project site using a truck mixer. Add enough water meeting the requirements of standard spec 501.2.4 to enable the mixture to flow readily.

C Construction

Replace standard spec 209.3 with the following:

Discharge from the truck in a manner to prevent segregation. Completely fill excavation in a single operation. Consolidation or compaction effort will not be required. Twelve hours shall elapse before paving over the backfill.

D Measurement

Replace standard spec 209.4 with the following:

The department will measure Backfill Slurry 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 SPV.0035.8001 Backfill Slurry CY

Payment is full compensation conforming to standard spec 209.5.(2) and 209.5.(5). SER-209.1 (20161208)

85. Portable Speed Trailer, Item SPV.0045.0001.

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 conforming to the appropriate 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 the plans show 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-frame 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.0045.0001Portable 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-643-025 (20170330)

86. Concrete Barrier Type S42 End Anchor, Item SPV.0060.0001.

A Description

This special provision describes constructing end anchorages for single slope concrete barrier conforming to standard spec 603, details shown in the plans and as provided in this special provision.

B (Vacant)

C Construction

Construct the Concrete Barrier Type S42 to present a smooth, uniform appearance in its final position conforming to the horizontal and vertical lines the plans show or ordered by the engineer, and free of lumps, sags or other irregularities.

D Measurement

The department will measure Concrete Barrier Type S42 End Anchor as each individual end anchor, 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.0060.0001 Concrete Barrier Type S42 End Anchor EACH

Payment is full compensation for providing the barrier end anchor; for excavating and backfilling; for disposing of excess material; and for restoring the grade. sef-603-005 (20170310)

87. Traffic Control Full Freeway Closure, Item SPV.0060.0002.

A Description

This item shall consist of furnishing the labor and equipment required for closing and subsequently opening the freeway accordance to standard spec 643, the plans, and as directed by the engineer.

B (Vacant)

C Construction

Drums, barricades and signs may remain along the outside edge of the freeway shoulder when the freeway is open to traffic. Handle signs according to the spec "Traffic Control Detour Signs Not in Use" when the freeway is open.

D Measurement

The department will measure Traffic Control Full Freeway Closure by each individual freeway 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 NUMBERDESCRIPTIONUNITSPV.0060.0002Traffic Control Full Freeway ClosureEACH

Payment is full compensation for closing and subsequently opening the freeway. Drums, barricades, lights, arrow boards and signs will be paid for separately under the various traffic control items.

88. Traffic Control Close-Open Freeway Entrance Ramp, Item SPV.0060.0003.

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, as provided in this special provision, and according to special provision Covering Signs.

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 NUMBER DESCRIPTION UNIT SPV.0060. 0003 Traffic Control Close-Open Freeway Entrance Ramp EACH

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.

89. Traffic Control Interim Freeway Lane Closure, Item SPV.0060.0004.

A Description

This item shall consist of adjusting existing traffic control items that have previously been placed on the freeway for a lane closure, intended lane closure or are in position for stage construction as shown on the plans into position for an additional one, two or three lane closure, and for readjusting the traffic control items to their original state or position upon removal of the additional one, two or three lane closure within a 24 hour period. All work shall be done according to standard spec 643, the plans, and as directed by the engineer.

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.

D Measurement

The department will measure Traffic Control Interim Freeway Lane Closure as each individual freeway one, two or three lane closure is setup and subsequently removed per direction of traffic 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. 0060.0004 Traffic Control Interim Freeway Lane Closure EACH

Payment is full compensation for furnishing the labor and equipment for setup and subsequent removal per direction or traffic within a 24-hour time period of a freeway one, two, or three lane closure.

Drums, barricades, lights, PCMS, arrow boards, detour signs and other signs, removing signs, and covering signs will be paid for separately under the various traffic control items.

90. Traffic Control Close- Open Freeway to Freeway System Ramp, Item SPV.0060.0006.

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, as provided in this special provision, and according to special provision Covering Signs.

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 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 UNIT
SPV.0060.0006 Traffic Control Close-Open Freeway to EACH

Freeway System Ramp

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.

91. Traffic Control Local Road Lane Closures, Item SPV.0060.0007.

A Description

This special provision describes furnishing the labor and equipment required for closing and subsequently opening a local road lane or lanes conforming 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 NUMBERDESCRIPTIONUNITSPV.0060.0007Traffic Control Local Road Lane ClosuresEACH

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-643-035 (20170406)

92. Lamp Disposal High Intensity Discharge, Item SPV.0060.1001.

A Description

This special provision describes the packaging and delivering to the department for disposal as hazardous material, high intensity discharge lamps (mercury vapor, metal halide, and high-pressure sodium) removed as shown on the plans and as hereinafter provided.

B Materials

Lamps delivered to the department will be considered the property of the department and the contractor will have no further obligation for their disposal.

C Construction

Pack intact lamps in the packaging of the new lamps used to replace them or packaging affording the equivalent protection. Place in full, closed, and sealed stackable cartons.

Pack broken lamps into a minimum 6 mil thick plastic bags and place inside sturdy cardboard boxes or the equivalent. Mark the outer packaging with the term "broken lamps" with the number of broken lamps clearly marked on the box. Deliver all broken lamps to the department.

The department will not accept lamps improperly packaged or packed in metal containers. The department will reject any lamps not removed as part of a contract pay item or otherwise required under this contract.

Pile cartons no more than four high if palletized and secure cartons with shrink wrap to prevent shifting or falling of the loads. Clearly mark each pallet with the number of lamps on each pallet.

Deliver the lamps to the department at the South 60th Street office in West Allis. Consolidate all deliveries into a truckload or more, except when all the lamps removed under a contract measure less than a truckload, deliver as one load at one time. Contact (414) 266-1170, to set up an appointment for delivery.

D Measurement

The department will measure Lamp Disposal High Intensity Discharge as each individual unit delivered to the department properly packaged, acceptably completed. The department will not measure broken lamps that exceed a total of 10 percent of all lamps to be delivered.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.1001 Lamp Disposal High Intensity Discharge EACH

Payment is full compensation for handling, packaging, labeling and delivering the lamps. Payment will be in addition to payment for the work under which the lamps are removed from service.

93. Lighting Units Salvaged, Item SPV.0060.1002.

A Description

This special provision describes the removing, handling, storing, and re-installing of lighting units consisting of pole, arm, luminaire, lamp, wires, breakaway device, and associated hardware and appurtenances at the location shown on the plans, according to the standard spec 657 and 659, and as hereinafter provided. Lamp disposal shall be paid separately.

B (Vacant)

C Construction

No removal work will be permitted without approval from the engineer. Removal shall start as soon as the temporary lighting or permanent lighting, as applicable, is placed in approved operation. An inspection and approval by the engineer will take place before any associated proposed permanent or temporary lighting is approved for operation.

Any lighting unit damaged while removing, handling, storing, and re-installing shall be replaced or repaired by the contractor at no additional cost to the department.

Re-installation of the lighting units shall be done according to pertinent requirements of standard spec 657.3 and 659.3.

Dispose of all surplus materials off the project site.

D Measurement

The department will measure the Lighting Units Salvaged by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.1002 Lighting Units Salvaged EACH

Payment is full compensation for removing, handling, and storing; for re-installing; and for providing all other materials required to re-install the salvaged lighting unit.

94. Poles Wood 60-FT, Item SPV.0060.1003.

A Description

This special provision describes furnishing and installing a 60 foot wood pole and other incidental items as required as shown on the plans, according to standard spec 651 and 657, and as hereinafter provided.

B Materials

Furnish wood poles that are Class 4 or larger with a 60-foot minimum overall length. The poles shall be shaved the entire length and conforming to ANSI 05.1.

Wood poles shall be pressure treated with a 5 percent pentachlorophenol mixture with a minimum of 8 pounds per cubic foot net retention of the oil-borne preservative.

C Construction

Install the pole according to the pertinent provisions of standard spec 657.3.1.1 and as shown on the plans. As necessary, install #4 AWG grounding wire exothermically bonded to a 5/8-inch by 8-foot copper clad grounding electrode, cable guard, NEMA 3R junction box 3ft above grade level for splice, and incidentals as necessary.

D Measurement

The department will measure Poles Wood 60-Foot for each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060. 1003 Poles Wood 60-FT EACH

Payment is full compensation for furnishing and installing a wood pole including grounding lugs and related mounting hardware, for hardware and fittings necessary to install the pole, for leveling shims, for corrosion prevention, and for furnishing all excavation and backfill.

95. Salvage Hardwired HAR Sign Flasher Assembly, Item SPV.0060.2006.

A Description

This special provision describes removing, and salvaging for later reinstallation, the yellow flashing beacon system from an existing Highway Advisory Radio sign assembly.

B Materials

Materials to be salvaged and stored for later reinstallation include yellow flashing beacon traffic signals and associated mounting hardware.

Materials to be removed and disposed of properly include conduit, and cabling or wiring, on the existing sign assembly.

C Construction

Do not begin any salvage or removal work until directed or approved by the engineer.

Coordinate this work with other work in the contract to minimize the time between removing and salvaging the existing flasher assembly and installing the new flasher assembly.

Inspect the existing assembly for damage and defects with the engineer prior to beginning any removal work. Note any damage or defect. Any damage or defect discovered after work has begun will be assumed to be cause by the contractor and will be remedied by the contractor with no additional payment.

Disconnect, or otherwise de-energize, the wiring from the control cabinet to the existing flasher assembly so that the existing system may be salvaged safely.

Remove existing yellow flashing traffic signal beacons and hardware from sign assembly, and salvage for later reinstallation.

Safely store salvaged materials until reinstalled.

D Measurement

The department will measure Salvage Hardwired HAR Sign Flasher Assembly by each unit, acceptably removed and stored for reinstallation.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.2006 Salvage Hardwired HAR Sign Flasher Assembly EACH

Payment is full compensation for removing and salvaging flasher assemblies; for disconnecting wiring as necessary in the controller cabinet; for storing materials for later reinstallation; and for properly disposing of unused materials.

96. Install Salvaged Hardwired HAR Sign Flasher Assembly, Item SPV.0060.2007.

A Description

This special provision describes installing a previously salvaged hardwired Highway Advisory Radio sign assembly on a new sign and sign supports (paid for separately).

B Materials

Materials will include a combination of salvaged and contractor furnished items.

Salvaged materials will include yellow traffic signal flashing beacons, mounting hardware, and HAR flasher assembly controller.

Contractor furnished materials will include rigid metallic conduit, condulets, fittings, and wiring between flashing beacons. Contractor furnished materials must meet all pertinent sections of the standard provisions.

C Construction

Do not begin any salvage or removal work until directed or approved by the engineer.

Coordinate this work with other work in the contract to minimize the time between removing and salvaging the existing flasher assembly and installing the new flasher assembly.

Install the salvaged HAR flasher assembly controller in adjacent cabinet as shown in the plans or as directed by the engineer.

Install the power wires from the HAR flasher assembly controller as shown on the plans or as directed by the engineer.

Mount the traffic signal flashing beacons on the sign supports similar to prior to salvaging. Install the metallic conduit on the sign support from the adjacent pull box and between the flashing beacons. Connect the flashing beacons with wire sized appropriately for the flashing beacons.

D Measurement

The department will measure Install Salvaged Hardwired HAR Sign Flasher Assembly by each unit, acceptably removed and stored for reinstallation.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.2007 Install Salvaged Hardwired HAR Sign Flasher Assembly EACH

Payment is full compensation for installing flasher assemblies; for connecting wiring as necessary in the controller cabinet; for furnishing and installing metallic conduit and wiring; for making the assembly operational.

97. Refocus Vehicle Detector Assembly, Item SPV.0060.2008.

A Description

This special provision describes refocusing an existing microwave detector, or detectors, on a pole or other structure, for operation with a new lane configuration.

B Materials

Materials include Electronic Integrated Systems, Inc. (EIS) Remote Traffic Microwave Sensors (RTMS) and the respective poles they have been mounted on.

C Construction

Coordinate all planned down-time of vehicle detector assemblies with the STOC at (414) 227-2166. Notify the STOC an amount of time ahead of planned down-time equal to the planned down-time. Examples would be that a 4-hour temporary down-time of the system would require notification 4-hours ahead of time while an 8-hour planned down-time would require 8-hours of advance notification.

Refocus and recalibrate the detector each time the adjacent traffic pattern is changed due to a change in traffic control or construction staging.

Verify to the satisfaction of the engineer that the existing detector assembly is working properly. Inspect the vehicle detector assembly for damage.

D Measurement

The department will measure Refocus Vehicle Detector Assembly by each unit, acceptably refocused and operational.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.2008 Refocus Vehicle Detector Assembly EACH

Payment is full compensation for making the detector fully operational with a new lane configuration.

98. Ground Rod, Item SPV.0060.2009.

A Description

This special provision describes installing a ground rod and ground wire.

B Materials

Ground rod shall be copper clad steel with cladding 13 mils thick. The minimum diameter is 5/8-inch and the minimum length is eight feet. Ground wire shall be AWG # 6 bare, solid copper.

C Construction

Use exothermic welding to connect the ground wire to the rod. Install the rod vertically, or as close to vertical as conditions permit. Select locations with moist soil, if available. Place the rod at least six feet from all other ground rods.

D Measurement

The department will measure Ground Rod by each unit, acceptably installed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.2009 Ground Rod EACH

Payment is full compensation for furnishing and installation of the ground rod and ground wire; welding and connections at both ends of the ground wire.

99. Removing Old Sign Structure S-67-402, Item SPV.0060.4000.

A General

Work under this item consists of removing existing sign structures and their concrete base foundations and disposing of resulting materials according to standard spec 203 and as hereinafter provided.

Removal of DMS will be measured and paid for under other items.

B (Vacant)

C Construction

Remove and dispose of the existing superstructure (columns and overhead trusses) and concrete foundations of each sign structure.

D Measurement

The items of Removing Old Sign Structure S-67-402, will be measured as a unit for each specific sign structure, removed according to the contract.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.4000 Removing Old Sign Structure S-67-402 EACH

Payment is full compensation for removing and disposing of all materials as set forth above including sign base foundations; for cutting off anchor bolts and conduits; and for sealing conduits.

100. Adjusting Water Valve, Item SPV.0060.5000.

A Description

This special provision describes adjusting City of Brookfield water gate valve boxes located within the project limits.

B Materials

All material for the adjustment of these facilities must meet the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW).

C Construction

All water gate valve boxes within the project limits shall be adjusted to proposed elevations by the contractor using materials meeting SSSW specifications.

Throughout the duration of the project, the contractor must ensure that all water gate valve boxes are adequately located and identified by blue paint, and that at all times, all water appurtenances remain accessible for operation by city forces. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility.

Upon completion of the contract, the city will inspect all water facilities to ensure the water valves are clean, properly aligned, and accessible. The contractor shall be responsible to make identified repairs and adjustments, and if any repairs or adjustments are made by the city, the cost will be charged to the contractor.

D Measurement

The department will measure Adjusting Water Valve as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.5000Adjusting Water ValveEACH

Payment is full compensation for furnishing all excavation, backfilling, disposal of surplus materials, water box, and restoration of the work site; for providing and installing all required materials.

101. Reconstruct Water Manhole, Item SPV.0060.5001.

A Description

This work includes reconstructing a water manhole to an elevation as determined by the engineer, according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW), and as hereinafter provided.

B Materials

B.1 Manhole

Manhole barrel sections shall be constructed of precast reinforced concrete sections.

Precast manholes and tops shall conform to ASTM Specifications, C478, latest revision.

B.2 Joints

Joints for precast manholes shall meet the requirements of ASTM C-443, latest revision, except that sealant shall be butyl rubber gasket or butyl rubber rope. Flexible butyl rubber gaskets or rope shall comply with the physical requirements for Type "B" gaskets in AASHTO Designation M-198, or Federal Specification SSS-00210-A, sealing compound, preformed plastic for expansion joints and pipe joints.

B.3 Granular Backfill

Granular backfill shall consist of hard durable particles or fragments of stone, gravel, or sand. Granular backfill shall conform to the following grading requirements:

GRADING REQUIREMENTS FOR GRANULAR BACKFILL

Percent

Sieve Sizes	Passing by Weight
3 inches	100
2 inches	95 - 100
No. 4	35 - 60
No. 200	5 - 15

C Construction

C.1 General

Reconstruct manholes to conform to the detail on the standard detail sheet and in the locations shown in the plans. Salvage and reinstall existing frames and covers.

C.2 Backfill

Backfill with granular backfill material. Place in suitable lifts not exceeding 8 inches loose depth and compact each lift to a minimum of 90 percent of maximum density as determined by AASHTO T 180. Compact with mechanical vibrating or impact tampers.

Remove all form materials and trash from the excavation before placing any backfill. Backfill around manholes only after the concrete has attained 2/3 of the specified compressive strength. Obtain the engineer's approval of concrete work and attained strength prior to backfilling. Backfill shall be brought up uniformly around manholes and structures to prevent unbalanced lateral loading.

Do not operate earth-moving equipment within 5 feet of walls of manholes for the purpose of depositing or compacting backfill materials. Compact backfill adjacent to concrete walls with hand-operated tampers or other equipment that will not damage the manhole.

D Measurement

The department will measure Reconstruct Water Manhole as a unit for each individual manhole, 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.0060.5001	Reconstruct Water Manhole	EACH

Payment is full compensation for providing and installing all required materials, including masonry and fittings: for salvaging and reinstalling existing covers, including frames, grates or lids; for furnishing all necessary excavation, backfilling, disposing of surplus material, and for cleaning out and restoring the work site.

102. Pipe Connection to Existing Structure, Item SPV.0060.8015.

A Description

This special provision describes connecting new storm sewer pipe to existing structure.

B Materials

Conform to standard spec 608.2 and standard spec 611.2

C Construction

Conform to standard spec 608.3 and standard spec 611.3

D Measurement

The department will measure Pipe Connection to Existing Structure by each pipe connected, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.8015Pipe Connection to Existing StructureEACH

Payment is full compensation for performing all work; excavation, backfilling, furnishing, masonry and fittings; disposing of surplus material, coring holes in existing structure to connect new pipe; and installing all materials, couplings, concrete collars, and pipe.

103. Inlet Covers Type 27-M, Item SPV.0060.8050.

A Description

The work under these items shall be according to the requirements of standard spec 611 and the details as shown on the plans.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Inlet Covers Type 27-M by the unit in place, furnished, installed and acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.8050Inlet Covers Type 27-MEACH

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

104. Pavement Cleanup Project 1060-33-82, Item SPV.0075.0001; 1060-34-79, Item SPV.0075.0002.

A Description

This special provision describes cleanup of dust and debris from pavements within and adjacent to the job site. Pavement Cleanup includes surveillance and reporting of all active haul routes.

B Materials

B.1 Pavement Cleanup

Furnish a vacuum-type street sweeper equipped with a power broom, water spray system, and a vacuum collection system.

Use vacuum equipment with a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere.

Use a vacuum-type sweeper as the primary sweeper, except as specified in this special provision or approved by the engineer.

C Construction

C.1 Surveillance

Provide daily surveillance of active haul routes to identify if material is being tracked from the jobsite. Document the condition of the roads and all sweeping recommendations in a daily report. Submit reports to the engineer daily, including hourly metered tickets for that day's sweeping activities.

C.2 Pavement Cleanup

Keep all pavements, sidewalks, driveways, curb lanes and gutters within the project boundaries, free of dust and debris generated from all activity under the contract. Keep all pavements, sidewalks, driveways, curb lanes, and gutters adjacent to the project free of dust and debris that are caused by land disturbing, dust generating activities, as defined in the contractor's Dust Control Implementation Plan (DCIP). Provide routine sweeping of all pavements, sidewalks, driveways, curb lanes and gutters on local-street active haul routes as defined in the DCIP or as directed by the engineer. Include the following roadways for routine sweeping:

- Moorland Road/ CTH O (W. Greenfield Avenue/ STH 59 to W. Bluemound Road/ USH 18)
- W. Greenfield Avenue/ STH 59 (S. Moorland Road/ CTH O to S. 108th Street / STH 100)
- Sunnyslope Road (W. Greenfield Avenue/ STH 59 to W. Bluemound Road/ USH 18)
- W. Bluemound Road/ USH 18 (N. Moorland Road/ CTH O to N. Mayfair Road/STH 100)
- And all other roadways approved by the department.

In addition to routine sweeping, conduct sweepings as the engineer directs or approves, to eliminate dust problems that might arise during off-work hours or emergencies. Provide the engineer with a contact person available at all times to respond to requests for emergency sweeping. Coordinate with engineer to determine deadlines for responding to emergency sweeping requests and cleaning up spillage and material tracked to/from the project.

Skid steers with mechanical power brooms may only be used on sidewalks and driveways whose pavements will not support the weight of a street sweeper, unless otherwise approved by the engineer. Do not dry sweep. Ensure all broomed equipment used for sweeping has a functioning water bar.

D Measurement

The department will measure Pavement Cleanup (project) by the hour, acceptably completed.

Tickets shall include:

- Date
- Company
- · Operator name
- Equipment make/model
- Routes swept
- · Total hours.

Total hours shall be to the nearest 0.25 hour that work under this item was performed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0075.0001	Pavement Cleanup Project 1060-33-82	HR
SPV. 0075.0002	Pavement Cleanup Project 1060-34-79	HR

Payment is full compensation for daily surveillance; preparing and submitting the daily surveillance report with hourly metered tickets; mobilization; sweeping; and disposing of materials.

sef-104-006 (20170323)

105. Obstructions Foundation Drilling, Item SPV.0075.4000.

A Description

A.1 General

The work included herein consists of removing, drilling, or coring through unknown, and unidentified, man-made subsurface obstructions when encountered for construction of drilled foundation shafts, drilled shafts for secant pile retaining walls, foundation drilling for solider pile retaining walls or drilling for concrete masonry sign supports.

A.2 Definitions

Surface obstructions are defined as any objects, man-made or naturally deposited, encountered within 6 feet of the ground surface. Subsurface obstructions are defined as man-made obstructions that are encountered by the drilling equipment at a depth greater than 6 feet below the ground surface. Obstructions include only man-made materials, such as old concrete foundations or abandoned utilities. Known obstructions are man-made obstructions that are shown or identified in the plans. Unknown obstructions are man-made obstructions that are not shown or identified in the plans. Naturally occurring deposits such as rock, boulders, cobbles, nested cobbles and nested boulders, are not considered obstructions and therefore are not applicable to the provision of this pay item.

B (Vacant)

C Construction

Remove surface and subsurface obstructions at drilled shaft locations. For drilled foundation shafts, wall secant pile shafts and foundation drilling, use special tools and/or procedures when the contractor cannot advance the hole more than 12 inches in 60 minutes using conventional rock augers fitted with teeth, drilling buckets, or under reaming tools operating at maximum power, torque, and down thrust. For drilling associated with the construction of sign supports, use special tools and/or procedures when the contractor cannot advance the hole more than 12 inches in 60 minutes using conventional earth augers operating at maximum power, torque, and down thrust. Special procedures and/or tools may be required but are not limited to chisels, breakers, core barrels, air hammer tools, and hand excavation. Other methods for obstruction removal can be employed to aid in the removal if acceptable to the engineer. Blasting is not permitted.

When an unknown subsurface obstruction is encountered, notify the engineer prior to beginning any work to remove the obstruction.

D Measurement

The department will measure Obstructions (Type) by the hour for each hour the contractor actively spends removing or coring through unknown man-made subsurface obstructions. A quantity of one hour will be paid upon the determination that a subsurface obstruction is encountered based on lack of hole advancement with conventional tools as set forth in this specification. Upon removal of the unknown man-made subsurface obstruction, portions of the final hour measured will be rounded up to the next whole hour. Down time spent planning for subsurface obstruction removal or delays caused by the mobilization of special equipment and tools not readily available at the site will not be measured for payment.

	Measurement Example	Paid Obstruction Hours
1	Drilling encounters possible obstruction. Contractor notifies engineer. Start clock.	0.00
2	Conventional drilling equipment does not advance 12 inches after attempting to do so for at least 60 minutes.	1.00
3	Contractor resumes work clearing obstruction the following day. Assume the obstruction is cleared in aggregate total of 1 hour and 15 minutes of time. Obstruction is identified to be a previously unknown and unidentified man-made obstruction.	2.00

Only unknown (not identified in the plans), man-made subsurface obstructions, will be measured for payment. Work to clear and remove surface obstructions, known obstructions identified on the plans, and any natural deposits (rock, boulders, cobbles, nested cobbles and nested boulders) will not be measured separately for payment and shall be included in the applicable items for Sign Supports Concrete Masonry.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.4000	Obstructions Foundation Drilling	HRS

Payment is full compensation for removal and disposal of unknown, man-made subsurface obstructions.

106. Joint Repair, Item SPV.0090.0001.

A Description

This special provision describes the milling and brooming of the Joint Repair item as hereinafter provided.

B (Vacant)

C Construction

Mill out an area no less than 2.0 feet wide to a depth that is sufficient to remove all existing loose material down to sound concrete pavement. The depth and length of the repair will be determined by the engineer.

Clean the existing exposed concrete pavement surface with a power broom or other suitable equipment to remove millings or other objectionable matter prior to placing any HMA.

D Measurement

The department will measure Joint Repair 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 NUMBERDESCRIPTIONUNITSPV.0090.0001Joint RepairLF

Payment for the Joint Repair item is full compensation for milling the existing concrete surface, hauling and disposing of existing pavements and brooming the milled area prior to placing the HMA pavement.

107. Pipe Underdrain 6-Inch Special, Item SPV.0090.0002.

A Description

This special provision describes providing necessary subsurface drainage by constructing trenches, placing the required geotextile fabric, installing the designated pipes or drainage devices, connecting the underdrain to receiving structures, providing cored connection holes, back-plastering and or mortaring connections to storm sewer structures (both on the external and internal sides of the receiving structure), providing and installing PVC or HDPE fittings, and caps or plugs ,for excavating, plowing, backfilling the trenches with the specified backfill material according to standard specs 310, 612 and 645, salvaging; disposing of surplus material; and restoring the work site as shown on the plans and details, and as hereinafter provided.

B Materials

B.1 Base Aggregate

Use only base aggregate open graded conforming to standard spec 310.2.

B.2 Geotextile Fabric

Utilize geotextile fabric consisting of Type DF Schedule A and conforming to standard spec 645.2.4. Completely wrap the installation trench with geotextile fabric.

B.3 Pipe Underdrain

Conform to standard spec 612.2.

C Construction

Conform to standard spec 612.3.

D Measurement

The department will measure Pipe Underdrain 6-Inch Special by the linear foot acceptably completed. The department will measure along the centerline of the pipe, center to center of junctions and fittings.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.0002 Pipe Underdrain 6-inch Special LF

Payment is full compensation for providing, handling, and placing all materials, including pipe, base aggregate open graded, geotextile fabric Type DF Schedule A, providing cored connections, making all necessary connections to the receiving structures, performing backplastering and or mortaring of underdrain connections to storm sewer structures, providing and installing all fittings, and caps or plugs; for furnishing all excavating, plowing, and recompacting, salvaging; disposing of surplus material; and restoring the work site.

108. Heavy Duty Silt Fence, Item SPV.0090.0301.

A Description

This special provision describes the delivery, installation, maintenance and removal of Heavy Duty Silt Fence. Install fence as directed by the engineer. Do not remove fence until directed by the engineer. If so directed by the engineer, remove silt at no additional costs. Silt shall be removed before the removal of the fence.

B Materials

Provide Heavy Duty Silt Fence consisting of a composite of woven wire fence fabric, posts, geotextile, sand bags and fasteners to be assembled by the contractor. Woven wire fence fabric shall be a standard field fence type a minimum of 5 feet high, a maximum mesh spacing of 6-inches and minimum $14^{-1}/_{2}$ gauge wire.

Provide "studded tee" or "U" type metal posts with a minimum length of 8 feet −3 inches and a minimum weight of 1.3 lb/ft.

Provide geotextile fabric meeting the following requirements

Property	Unit	Test Method	Minimum Average Roll Value
Grab Tensile Strength	LB.	ASTM D4632	380
Grab Tensile Elongation	%	ASTM D4632	50
Puncture Strength	LB.	ASTM D4833	240
Trapezoid Tear Strength	LB.	ASTM D4533	145
Apparent Opening Size	U.S. Standard Sieve	ASTM D4751	170 (0.09 mm)
Permittivity	sec ⁻¹	ASTM D4491	0.7
Water Flow Rate	Gal/min/ft ²	ASTM D4491	50
UV Resistance after 500 hours	% strength retained	ASTM D4355	70

Furnish a manufacturer's Certified Report of Test or Analysis that the geotextile fabric delivered for use in the work meets the above requirements to the engineer at least 15 days prior to use in the work. Provide geotextile fabric bearing markings to clearly identify it with the applicable test report furnished to the engineer.

Supply material in 15'9" wide rolls and cut in half.

C Construction

Install the Heavy Duty Silt Fence as directed by the engineer. Space ties and anchors to adequately resist wave action.

Furnish anchor material to hold fence and fabric to existing ground when in wetland areas. The anchoring material shall consist of rock bags, sand bags or rocks placed continuously and acceptable to the engineer. The anchor material is incidental to Heavy Duty Silt Fence.

D Measurement

The department will measure Heavy Duty Silt Fence by the linear foot along the fence, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.0301Heavy Duty Silt FenceLF

Payment is full compensation for furnishing all furnishing, assembling, erecting, maintaining, and removing the silt fence.

109. Conduit Flexible Metallic 3-Inch, Item SPV.0090.1001.

A Description

This special provision describes furnishing and installing flexible metallic conduit between the concrete base / barrier wall and temporary junction box.

B Materials

Furnish flexible metallic conduit and adapters of the appropriate size to transition from PVC conduit installed in the adjacent structures.

The flexible metallic conduit shall be liquid tight with moisture, oil, and sunlight resistant polyvinyl chloride (PVC) jacket applied directly over the flexible metal conduit with wall thickness according to UL 360.

The flexible metallic conduit shall be UL listed for between -67° F and +221 ° F.

According to UL 360, the flexible metallic conduit shall meet all of the following performance tests:

- Resistance and High Current
- Fault Current
- Impact
- Tension
- Crushing
- · Pipe Stiffness
- Flexibility
- Low Temperature Flexibility
- Zinc Coating
- Vertical Flame
- Physical Properties
- Deformation
- Mechanical Water Absorption
- Moisture Penetration
- Sunlight Resistance

Test for Secureness of Fittings

The fittings and adapters shall be of the same manufacturer as the conduit.

C Construction

Install the fittings, adapters, and conduit between PVC conduits installed in adjacent concrete bases / barrier wall per the manufacturer's instructions and as shown on the plans.

D Measurement

The department will measure Conduit Flexible Metallic 3-Inch by the linear foot of conduit, installed according to the contract.

E Payment

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

ITEM_NUMBERDESCRIPTIONUNITSPV.0090.1001Conduit Flexible Metallic 3-InchLF

Payment is full compensation for furnishing and installing the conduit, including the connectors.

110. Cable In Duct 3-2 AWG, 1-8 AWG, Item SPV.0090.1002.

A Description

The work consists of furnishing and installing Cable In Duct as shown on the plans, and as hereinafter provided to match the cable characteristics and properties of the cable as specified in standard spec 655.3.2.

B Materials

Conform to applicable portion of standard spec 655.2.1 and 655.2.6.

C Construction

Conform to applicable portions of standard spec 655.3.1, 655.3.2 and 655.3.7.

Conform to standard spec 655.3.5 (9) for ground resistance testing.

D Measurement

The department will measure Cable In Duct 3-2 AWG, 1-8-AWG by the linear foot, acceptably completed. This measurement includes conductors that had the duct cut away.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.1002 Cable In Duct 3-2 AWG, 1-8 AWG LF

Payment is full compensation for providing all materials, including cables and duct; for excavating trenches; for placing cable in duct; for providing rigid steel conduit as needed; for backfilling; for restoring disturbed or damaged areas, including seeding and sodding; for making connections and testing installed cable system; and for disposing of surplus material.

111. Cable Aerial Aluminum 2 AWG Quadruplex, Item SPV.0090.1003.

A Description

Furnish, install, and connect temporary overhead cable complete with all splicing, identifications, terminations and guy wires at wood poles. The removal of the overhead cable after the temporary lighting is approved for removal.

B Materials

Overhead cable shall be aluminum conductors according to ASTM B 230 and shall be Class B stranded according to ASTM B 231, and shall conform to the values listed in the table below:

Phase Conductor			Messenger Wire		
Size AWG	Stranding	Avg. Insulation Thickness		Min. Size AWG	Stranding
		mm	mils		
6	7	1.1	45	6	6/1
4	7	1.1	45	4	6/1
2	7	1.1	45	2	6/1

The aerial cable shall be an assembly of insulated aluminum conductors and a steel messenger wire according to ANSI/ICEA S-76-474. The cable assembly may have the

messenger wire intertwined with the insulated cables or lashed to the insulated cables by a factory wrap. The cable shall be assembled according to ANSI/ICEA S-76-474.

All cable shall be rated 600-V. The cable shall be rated 105° C dry and 90° C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals, and UV rated. The UL listing mark, cable voltage, insulation type and ratings, as well as the cable size, shall all be clearly printed on the cable in a color contrasting with the insulation color. When specified, each cable installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible.

All electric cables installed shall be color coded. Neutral wires shall be color-coded white. Single phase three wire runs of cable shall be color-coded one black, one red, and one white. Insulated ground wires, where applicable, shall be green. Color striping of cables will not be acceptable in lieu of the specified color coding means.

Make the luminaire connections to the aerial cable with listed parallel tap insulation piercing connectors. The connector shall be rated for 600-V, and be listed under UL Standard 486B.

C Construction

Overhead cable as shown on temporary lighting plans will not be needed for final lighting. Remove temporary overhead cable. Removal of temporary overhead cable will be incidental to this pay item and it will become property of the contractor. The bid price shall reflect the salvage value of the temporary overhead cable.

Upon written request by the contractor, the engineer may permit to reuse removed temporary overhead cable of ampacity equivalent to the specified cable and of a type and condition approved by the engineer, if possible.

Install guy wires as necessary per WisDOT standard details for Spanwire Temporary Traffic Signal.

Conform to standard spec 655.3.5(9) for ground resistance testing.

D Measurement

The department will measure Cable Aerial Aluminum 4 AWG Quadruplex in length by the linear foot in place, acceptably completed, and will be taken as the length of the messenger wire. Measurement will be made in a straight line between changes in direction and to the centers of light standards and control cabinets. Sag of the aerial cable or vertical cable will not be measured for payment. The rewiring to facilitate relocation of the cable due to staging or other construction requirements will not be measured for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.1003	Cable Aerial Aluminum 2 AWG Quadruplex	LF

Payment is full compensation for providing electrical wire; for making all connections; for providing all connectors, including wire nuts, fuses, fuse holders, splices, tape, and insulators; for providing messenger wire, and guy wires; and for removing temporary overhead cable.

112. Fence Decorative Bridge B-67-344, Item SPV.0090.4001.

A Description

This special provision describes fabricating, galvanizing, polymer coating, painting, delivering and installing decorative fencing on bridge superstructures, wing walls, and retaining walls according to the plans, the pertinent provisions of the standard specifications, and as hereinafter provided.

B Materials

B.1 General

Utilize only materials meeting the requirements as shown on the plans and the applicable provisions of the standard specifications as follows:

Structural Steel: standard spec 506.2.2Steel Mesh: standard spec 505.2.5

• Painting: standard spec 517.2 and 517.3

Blast clean steel prior to fabrication, per SSPC-SP 6 and galvanize according to ASTM A 123. Supply all bolts, nuts and washers as factory galvanized according to ASTM A 153. Repair zinc coating damaged during fabrication as specified in standard spec 513.3.3(3). Grind the welded joints shown in the plans to a smooth finish.

Steel preparation includes the chamfering of sharp edges. Flatten all sharp edges by a single pass of a grinder or suitable device along the sharp edge. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed according to AASHTO M 160 prior to blast cleaning.

Construct the fence fabric of 8 GA. 2-inch by 2-inch welded wire mesh galvanized to ASTM A 123 and then covered with a polymer-coating conforming to the following requirements:

Thickness of Polymer-Coating: ASTM F668 Adhesion: ASTM F668

Accelerated Aging Test: ASTM F668, D1499

Mandrel Bend Test: ASTM F668

Construct the polymer-coating of a dense impervious covering applied without voids, tears or cuts that reveal the galvanized mesh substrate. Visible roughness, bubbles, blisters and flaking in the polymer coating will be a basis for rejection. Utilize polymer-coating with color as specified in B.3 and conforming to the requirements of ASTM F934. Place the vertical wires of the mesh on the inside face (pedestrian / traffic side) of the fence.

B.2 Painting

Clean all galvanized surfaces to be painted per SSPC-SP1 to remove chlorides, sulfates, zinc salts, oil, dirt, organic matter and other contaminants. Then brush blast clean the cleaned galvanized surface per SSPC-SP7 to create a slight angular surface profile (1.0-1.5 mils suggested) for paint adhesion. Do not fracture the galvanized finish or remove any dry film thickness during the brush blast cleaning process.

After cleaning provide a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface. The tie coat shall etch the galvanized surface and prepare the surface for the top coat. Apply a top coat matching the specified color. Utilize a contrasting color for the tie and top coats. Use a pre-approved top coat that is resistant to the effects of the sun, and is suitable for use in a marine environment. Paint the various decorative fence components with the tie and top coats before final assembly of the fence panels. Do not damage the painted surface during panel assembly or fence installation.

Use one of the qualified paint sources and products given below. An equivalent system may be used with the written approval of the engineer.

Producer	Coat	Products	Dry Film Minimum Thickness (mils)	Minimum Time Between Coats (hours)
Sherwin Williams 1051 Perimeter Drive, Suite 710	Tie	Recoatable Epoxy Primer B67-5 Series/B67V5	2.0 to 4.0	6
Schaumburg, IL 60173 (847) 330-1562	Тор	Acrolon 218 HS Polyurethane, B65-650	2.0 to 4.0	NA
Carboline 350 Hanley Industrial St.	Tie	Rustbond Penetrating Sealer FC	1	36
Louis, MO 63144 (314) 644-1000	Top	Carboline 133 LH	4	NA
Wasser Corporation 4118 B Place NW	Tie	MC-Ferrox B 100	3.0 to 5.0	8
Suite B Auburn, WA 98001	Top	MC-Luster 100	2.0 to 4.0	NA

B.3 Color

Match Federal Color 27038 – Black, for the finished color for the coating system for decorative fencing.

C Construction

Provide shop drawings according to the requirements of standard spec 506.3.2. Provide shop drawings containing material sizes and types, weld sizes and locations, and all necessary details, dimensions, and information to allow fabrication of the fence in conformance with the requirements of the contract. Obtain shop drawing review and acceptance prior to beginning fabrication.

Provide a full sized painted 6-foot by 10-foot long fence test panel. Deliver the test panel to the job site within 60 days of the award of the contract. Unload and set up the test panel in an area designated by the engineer. Obtain test panel acceptance prior to beginning fabrication of fences.

During construction and at the time of delivery the engineer will inspect the frame components. Obtain engineer acceptance of the product after the delivery is unloaded on the site. After the product is unloaded, signify in writing that the fence was received in acceptable condition per the engineer's inspection. Any damage to the fence panels after the acceptable delivery will be the responsibility of the installation contractor.

Conform all welding to the applicable requirements of standard spec 506. Obtain the approval of the engineer prior to any field welding, field cutting, or drilling.

Minimize the number and size of touch-up spots during construction. Follow the manufacturer's recommendations for damaged area repairs. Final acceptance will not be granted without engineer approval of the field paint appearance.

Provide the engineer with the name, address, and phone number of a representative of the fence fabricator for future coordination.

During handling, protect finish coating from damage. If damaged during handling, the fencing may be rejected by the engineer or engineer may direct the fabricator to repair the finish according to the manufacturer's recommendations. Provide the engineer a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

D Measurement

The department will not measure Fence Decorative Bridge B-67-344. The department will use pay plan quantity conforming to standard spec 109.1.1.2.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.4001 Fence Decorative Bridge B-67-344 LF

Payment is full compensation for cleaning, galvanizing, welding, fabricating, polymer-coating welded wire mesh, painting, assembling, furnishing, delivering and installing fence components, lighting access panels and test panel; for preparing shop drawings and for repairing zinc coating or damaged areas.

SEF Rev. 14_1014

113. Survey Project 1060-33-82, Item SPV.0105.0001; 1060-34-79, Item SPV.0105.0002.

A Description

This special provision describes modifying standard spec 105.6 and 650 to define the requirements for construction staking for this contract. Conform to standard spec 105.6 and 650 except as modified in this special provision.

Replace standard spec 105.6.1(2) with the following:

The department will not perform any construction staking for this contract. Obtain engineer's approval before performing all survey required to lay out and construct the work under this contract.

Replace standard spec 650.1 with the following:

This section describes the contractor-performed construction staking required under individual contract bid items to establish the horizontal and vertical position for all aspects of construction including:

- storm sewer
- subgrade
- base
- curb
- gutter
- curb and gutter
- curb ramps
- pipe culverts
- drainage structures
- structure layout
- bridges
- pavement
- pavement markings (temporary and permanent)
- barriers (temporary and permanent)
- overhead signs
- freeway and local street lighting

- electrical installations
- supplemental control
- slope stakes
- ITS
- FTMS
- parking lots
- paths and sidewalks
- utilities
- conduit
- landscaping elements
- installation of community sensitive design elements
- traffic control items
- fencing

B (Vacant)

C Construction

Supplement standard spec 650.3.1 (5) with the following:

Global positioning methods will not be allowed to establish the following:

- 1. Structure layout horizontal or vertical locations.
- 2. Concrete pavement vertical locations.
- 3. Curb, gutter, and curb and gutter vertical locations.
- 4. Concrete barrier vertical locations.
- 5. Storm Sewer and culvert pipe layout horizontal or vertical locations, including structure centers, offsets, access openings, rim and invert elevations.

Replace standard spec 650.3.1 (6) with the following:

Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. This includes:

- Raw data files
- Digital stakeout reports
- Control check reports
- Supplemental control files (along with method used to establish coordinates and elevation)
- Calibration report

Make the survey notes and computations available to the engineer within 24 hours as the work progresses unless a longer period is approved by the engineer.

Replace standard spec 650.3.3.1 with the following:

Under the Survey Project bid item, global positioning system (GPS) machine guidance for conventional subgrade staking on all or part of the work may be substituted. The engineer

may require reverting to conventional subgrade staking methods for all or part of the work at any point during construction if the GPS machine guidance is producing unacceptable results.

Replace standard spec 650.3.3.3.4.1 with the following:

The department will provide the contractor staking packet as described in the Construction and Materials Manual (CMM) 7.10. At any time after the contract is awarded, the available survey and design information may be requested. The department will provide that information within 5 business days of receiving the contractor's request. The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

Supplement standard spec 650.3.3.3.6.2 with the following:

Record all subgrade elevation checks and submit a hard copy to the engineer within 24 hours or as requested by the engineer.

D Measurement

Replace standard spec 650.4 with the following:

The department will measure Survey Project 1060-33-82 and 1060-34-79 as a separate single lump sum units, acceptably completed.

E Payment

Replace standard spec 650.5 with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.0001	Survey Project 1060-33-82	LS
SPV.0105.0002	Survey Project 1060-34-79	LS

Payment is full compensation for performing all survey work required to lay out and construct all work under this contract. The department will not make final payment for this item until the contractor submits all survey notes and computations used to establish the required lines and grades to the engineer within 24 hours of completing this work. Re-staking due to construction disturbance and knock-outs shall be performed at no additional cost to the department.

114. Remove, Salvage and Reinstall Federal Signal Siren, Item SPV.0105.0003.

A Description

This special provision describes removing, salvaging and reinstalling an existing federal signal siren.

B Materials

Provide a Class 2 wood pole with sufficient length to provide a height of 60-feet above grade. The wood pole shall meet all standards set forth in Federal Signal installation, operation and service manual for a mechanical outdoor warning siren. See their website at https://www.fedsig.com/ or call (708) 534-4756 for more information. Bury the pole to a depth per WisDOT's standard specifications.

C Construction

Obtain the necessary electrical permits from the City of Brookfield prior to beginning the work. The City of Brookfield will apply for the service relocation and provide all necessary coordination with We Energies. The department will pay for the costs associated with relocating the electrical service.

The department will furnish a meter breaker pedestal for the project. Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and arrange for picking up the department furnished materials five working days prior to material pick-up.

Notify Joe Tew at the City of Brookfield at (262) 787-3540 at least four weeks prior to the removal of the siren and again three working days prior to beginning the work. Complete the removal work as soon as possible following shut down of this equipment.

Arrange for the de-energizing of siren with the local electrical utility after receiving approval from the engineer that the siren can be removed.

The city assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working equipment to the engineer. Any equipment not identified as damaged or not working, prior to removal, will be replaced by the contractor at no cost to the city.

Remove all equipment and dispose of the existing wood pole, wiring/cabling and meter breaker pedestal. Store the remaining materials in a safe and secure area on-site for re-use.

Install the new wood pole in the location shown in the plans. Install the meter breaker pedestal per standard spec 656.3. Reinstall 4 batteries as recommended by Federal Signal battery specifications. The equipment uses a 2 pole 40-amp circuit with a temperature rating of THWN or equivalent. Reinstall all electrical accessories for the 120v equipment required to operate the siren. Furnish and install a 1-inch liquid tight flexible raceway to house all wiring. Furnish and install all necessary wiring matching the existing wiring size and rating and install in the 1-inch liquid tight flexible raceway per the most recent edition of the NEC and standard spec 655.3. Make all necessary connections required to operate the system.

Notify Joe Tew at the City of Brookfield at (262) 787-3540 once the system is ready to be operated. The contractor shall be present while the siren is being tested. The City of Brookfield will test the system and the contractor will be responsible for correcting any deficiencies prior to system acceptance.

The siren removal and reinstallation operation must be complete the same calendar day.

D Measurement

The department will measure Remove, Salvage and Reinstall Federal Signal Siren as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.0003 Remove, Salvage and Reinstall Federal Signal Siren LS

Payment is full compensation for removing, disassembling, scrapping of materials, disposing of scrap material, stockpiling, picking up and installing department furnished materials, furnishing and installing wood pole, reinstalling existing equipment, furnishing and installing wiring and conduit and participating in testing and optimizing the system.

115. Maintenance of Lighting Systems, Item SPV.0105.1001.

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) prior to maintenance responsibility being transferred to the contractor.

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 24 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.

Incident or Problem	Service Response	Service	Permanent
meident of 1 foolem	Time	Restoration Time	Repair Time
Control cabinet out	1 hour	4 hours	7 Calendar days
Hanging mast arm	1 hour to clear	na	7 Calendar days
Motorist caused damage or leaning light pole 10 degrees or more	1 hour to clear	4 hours	7 Calendar days
Circuit out – Needs to reset breaker	1 hour	4 hours	na
Circuit out – Cable trouble	1 hour	24 hours	21 Calendar days
Outage of 3 or more successive lights	1 hour	4 hours	na
Outage of 75% of lights on one tower	1 hour	4 hours	na
Outage of light nearest RR crossing approach, Islands and gores	1 hour	4 hours	na
Outage (single or multiple) found on night outage survey	na	na	7 Calendar 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, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.1001Maintenance of Lighting SystemsLS

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.

116. Lighting System Integrator, Item SPV.0105.1002.

A Description

This special provision describes coordinating lighting with various parties; record keeping, and documentation. Where the department is responsible for freeway lighting operation, maintenance, or utility locates on existing systems or systems overlapping project boundaries, the contractor's freeway lighting integrator will serve as the contractor's liaison to the department's electrical operations unit.

B Personnel Qualifications

Assign personnel experienced in underground utility construction and department lighting specifications and practices.

C Construction

At any one time during the project, the contractor shall assign one individual person as the freeway lighting integrator.

The freeway lighting integrator shall:

- 1. Familiarize himself with the location and nature of existing lighting circuits. This familiarity shall include the extent of any lighting system that overlaps project limits.
- 2. Maintain a file of applicable permits or licenses issued to the contractor, and convey copies to the engineer.
- 3. Keep with him at all times a contact list of affected lighting personnel.
- 4. Maintain a record of tagouts and the clearance of tagouts.

- 5. Interface with department electrical personnel to determine how contract limits might affect maintenance or operation of existing systems.
- 6. Maintain ongoing contact with the department's Diggers' Hotline Coordinator to ensure that each of the two persons knows that all requested utility locates are marked in the field by the appropriate party. The intent here is to assure coordination. This special provision does not transfer additional utility locating responsibilities to the contractor, beyond those responsibilities already assigned to him by other provisions of the contract.
- 7. Inform the department of any lighting outages, including outside the project limits where a lighting system crosses the project boundary.
- 8. Maintain in any format real-time records of existing, removed and new lighting facilities. Include utility service extensions. Additional required records will include temporary connections and their ultimate removal.
- 9. Maintain records of tests, including: "meg" tests, amperage draw per circuit leg, voltage reading at the disconnect, and voltage reading at the furthest pole per circuit leg. Convey these records at time of acceptance or partial acceptance.
- 10. At the time of acceptance or partial acceptance, convey as-built drawings in both the following formats: plan redlines and .dgn electronic. Include utility service extensions.
- 11. Secure copies of operator's manuals, tear sheets, etc. as may be provided by manufacturers of some lighting materials, and convey a minimum of three sets to the department.
- 12. Work with the engineer to notify department electrical personnel of acceptance or partial acceptance.
- 13. Perform related duties as may be needed to ensure continuity of freeway lighting during construction, and orderly transfer upon completion.

D Measurement

The department will measure Lighting System Integrator as a single lump sum unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105. 1002Lighting System IntegratorLS

Payment is full compensation for providing specified expertise, assistance and documents, and personnel costs.

117. Lighting System Survey, Item SPV.0105.1003.

A Description

This special provision describes performing a lighting system survey as-built for IH 94 Moorland Road to Underwood Creek Parkway, as shown on the plans, and hereinafter provided.

B (Vacant)

C Construction

Locate and survey all the lighting units, pull boxes, and control cabinets to sub-meter accuracy. Maintain neat, orderly, and complete survey notes. The survey shall be performed in NAD 83, Wisconsin County Coordinate System (WCCS), and Waukesha Coordinates. The data shall be delivered in a comma delimited text file with metadata including datum, county, and date the survey was performed. Data for each point shall have a point number, northing, easting, and point description including pole, pull box, or cabinet number.

D Measurement

The department will measure Lighting System Survey for all lighting units, pull boxes, and control cabinets as a single lump sum unit, 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. 1003 Lighting System Survey LS

Payment is full compensation for locating and surveying all the lighting units, pull boxes, and control cabinets and for delivery of the comma delimited data file and all survey notes.

118. Remove and Relocate Existing Sign Bridge S-67-315, Item SPV.0105.4000.

A Description

This special provision describes dismantling and relocating the horizontal truss and the vertical upright tower portions of existing Sign Bridge S-67-315 and incorporating into new Sign Bridge S-67-315 as shown in the plans. The type II signs and upper portions of the sign bridge foundations for existing Sign Bridge S-67-315 are to be removed. Removal of the type I sign is paid for under a separate item.

B Materials

Furnish new connecting hardware, high-strength bolts, nuts, washers, U-bolts, and lock washers according to standard spec 641.2.

C Construction

Disassemble the truss, towers, and signs as required to relocate the existing sign bridge. Exercise care and perform removal and relocation in such a manner so as to preserve the portions of the existing sign structure to be incorporated into new Sign Bridge S-67-315. If

necessary, repair or replace all components of the existing sign bridge designated for re-use that are damaged during the removal and relocation process to the satisfaction of the department at the contractor's expense. Any electrical conduits and miscellaneous electrical items on the towers or in the ground shall be removed and disposed of off the site.

Furnish and replace all connecting hardware, high-strength bolts, nuts, washers, U-bolts, and lock washers.

Repair all damage to the protective coating of the sign structure using a cold galvanizing paint.

The type I signs of existing Sign Bridge S-67-315 become the property of the contractor and shall be disposed of outside of the right-of-way after they have been temporarily moved to post mounted signs. See signing plan quantities and plans for moving signs as separate pay items.

The structure shall be out of service a maximum of 60 days and during such time the post mounted signs shall be in place per the signing plans.

Remove concrete footing caps to the top of the caisson shafts. If the bottom of the footing cap is not 2 feet below the existing ground, remove the top of the caisson shafts to 2 feet below subgrade. Backfill the holes as specified in standard spec 203.3.5, except that broken masonry will not be allowed. Backfill to the final grade lines or as directed by the engineer.

Cover the outer footing caisson shafts with topsoil and seed vacated footing sites.

Restore all areas disturbed by construction activities to the final grade lines with topsoil, seed, and mulch that meet the requirements of standard spec 625, 630, and 627 respectively. Restoration is incidental to the bid item.

Provide new I beams to mount the new signs to the existing sign structure based on sign sizes shown on signing plans and sign quantities.

D Measurement

The department will measure Remove and Relocate Existing Sign Bridge S-67-315, completed according to the contract and accepted, as a single complete lump sum unit of work.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.4000 Remove and Relocate Existing Sign Bridge S-67-315 LS

Payment is full compensation for disassembly of sign bridge components as required; relocating the sign bridge; furnishing and replacing all connecting hardware, high-strength bolts, nuts, washers, U-bolts, lock washers; repairing all damaged protective coating, sign

structure; removing and disposing of footing caps, and other materials; and for covering vacated outer footing sites with topsoil, and seeding.

119. Vibration Monitoring, Item SPV.0135.0001.

A Description

This special provision describes developing a vibration monitoring plan, deploying seismographs for continuous monitoring and recording, documentation, and reporting.

B (Vacant)

C Construction

C.1 General

Vibration Monitoring establishes vibration recordings at the closest affected locations. This spans the entire duration of operations for various vibration inducing activities identified within this special provision unless monitored readings are sufficiently below nuisance limits in Figure 1 and engineer determines that continued monitoring will be at the contractor's discretion.

C.2 Equipment

Use a seismograph meeting the requirements of Wisconsin Department of Safety and Professional Services SPS307.43. Use monitoring equipment with an instantaneous alert notification system that consists of a text message or an e-mail alert message automatically sent directly to the engineer any time the nuisance limits in Figure 1 are exceeded.

C.3 Preconstruction Survey

The engineer will conduct preconstruction surveys of structures that may be potentially affected by vibration before any work. The engineer will visually inspect and record all existing defects in the structures before construction. Photographs or video may be used to assist in documentation.

The contractor may conduct and document pre-construction surveys of any additional nearby buildings or structures not identified by the engineer. Provide results to engineer before construction. Any damage resulting from excessive vibration-causing operations or claims of damage during construction is the responsibility of the contractor to resolve.

C.4 Monitoring Plan

Submit a monitoring plan that includes the following:

- Location of each vibration-inducing activity to be monitored.
- Locations at which the approved seismographs will be placed.
- Anticipated vibration levels at the closest building(s) or other sensitive facility during the various activities.
- Anticipated monitoring duration for each monitoring location.
- Maximum allowable vibration limits.
- Mitigation plan to reduce potentially excessive vibration levels to acceptable limits.

Obtain the engineer's acceptance seven calendar days before any vibration-inducing activity for the project.

C.5 Monitoring and Recording

Monitor the following operations:

- Bridge and sign bridge pile driving or bridge demolition.
- Sheet pile installation and removal.
- MSE wall compaction.
- Asphalt compaction.
- Pavement breaking.
- All compaction activities utilizing large vibratory rollers.
- Any other activities that may cause vibration damage to adjacent buildings, structures, or utilities.

Ensure that a qualified person operates and continuously monitors the vibration monitoring equipment. If any vibration levels exceed the nuisance levels shown, immediately halt the vibration-inducing work, and notify the engineer.

Monitor between the construction vibration source and the closest structure or other sensitive facility subject to vibration damage, and as close as practical to the subject structure or facility. Monitor vibration levels according to Figure 1 and SPS 307.43.

Compare the measured peak particle velocity and frequency data to the nuisance limits specified in Figure 1. Record peak particle velocity and frequency in three mutually perpendicular directions.

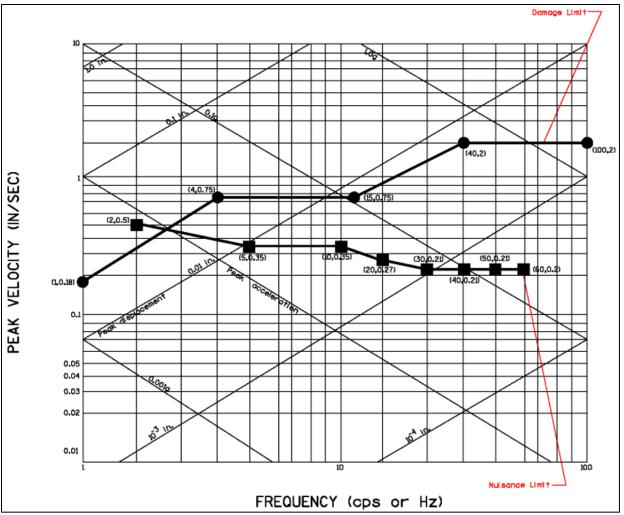


Figure 1: Amplitude of Vertical Vibrations

C.6 Reporting

Furnish a weekly bound report of data recorded at each location to the engineer by 4 PM CST every Friday. Additionally, provide a separate daily report documenting any work that was halted before the next vibration-causing workday. Include the following in both reports:

- Date vibration monitoring operations began for each location with an associated compilation of total days currently monitored at each site.
- Identification of vibration inducing activities monitored each day at each location
- Serial number of vibration monitoring instrument used and record of latest calibration.
- Description of contractor's equipment.
- Name of qualified observer and interpreter.
- Distance and direction of recording station from vibration source.
- Surficial material type at recording station.

- Principal frequency and particle velocity in each component direction.
- Copy of records of seismograph readings, dated and signed by the person qualified to perform vibration monitoring.
- Contractor documentation of any operational changes necessary to reduce vibration levels below nuisance levels.

D Measurement

The department will measure Vibration Monitoring by months, or partial months where applicable, for each seismograph monitoring site, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0135.0001Vibration MonitoringMON

Payment of the item Vibration Monitoring is full compensation for providing, setting up and removal of recording unit, an approved vibration monitoring plan, continuous monitoring and recording vibrations, and reporting. No payment for Vibration Monitoring will be made without agreement on recommended locations. Continued monitoring at locations where readings are sufficiently below nuisance limits will be at the contractor's expense.

Any pre-construction surveys of additional nearby buildings or structures not identified by the engineer shall be conducted at no additional cost to the department. sef-999-050 (20170310)

120. Topsoil Special, Item SPV.0180.0001.

A Description

This special provision section describes furnishing, placing, spreading, and finishing humus-bearing soil, adapted to sustain plant life, commonly known as topsoil, from locations the contractor furnishes beyond the limits of the right-of-way.

This special provision also describes removing topsoil from the sites of proposed roadway excavations and embankments in quantities and depths available and necessary to cover the work slopes. This work also includes reclamation, placing, spreading, and finishing of this topsoil.

B Materials

Furnish material that is relatively free from large roots, sticks, weeds, brush, stones, litter, and waste products.

Furnish material, either obtained offsite, or material obtained within project limits, consisting of loam, sandy loam, silt loam, silty clay loam, or clay loam humus-bearing soils adapted to sustain plant life. Do not use surface soils from ditch bottoms, drained ponds, and

eroded areas, or soils which are supporting growth of NR 40 listed plants and noxious weeds or other undesirable vegetation. Ensure that the material conforms to the following:

Topsoil Requirements	Minimum Range	Maximum Range
Material Passing 2.00 mm (#10) Sieve*	90%	100%
PH Range	6.0	8.0
Organic Matter**	5%	20%
Clay	5%	30%
Silt	10%	70%
Sand and Gravel	10%	70%

^{*}See standard spec 625.3.3 for sieve requirements when using either sod or seed mixture 40.

C Construction

C.1 Preparing the Roadway for Topsoil

Undercut or underfill all areas designated to receive topsoil to a degree that if covered to the required depth with topsoil the finished work conforms to the required lines, grades, slopes and cross sections the plans and drawings show.

C.2 Processing Topsoil

Mow topsoil procurement areas to a height of approximately 6 inches. Remove litter such as brush, rock, and other materials that will interfere with subsequent vegetation establishment.

Strip off the humus-bearing soil. Take care to minimize removing the underlying sterile soil. Then stockpile the topsoil on the right-of-way or place it directly on the designated areas.

Obtain topsoil from embankment areas outside the roadway foundation only if that additional material is required to cover the slopes, and conforms to the requirements of section B in this special provision. Use excess topsoil on the project or dispose of as specified in standard spec 205.3.12.

C.3 Placing Topsoil

After preparing and finishing the areas designated for topsoil to the required lines, grades, slopes and cross section, place and spread the topsoil to a uniform depth as the plans show or the contract requires. If no depth is shown, place and spread the topsoil to a minimum depth of 4 inches in rural areas and a minimum depth of 6 inches in urban areas, or as the engineer designates.

Break down all clods and lumps using appropriate equipment to provide a uniformly textured soil.

^{**}Organic matter determined by loss on ignition test of samples oven dried to constant weight at 212 F (100 C).

Where using either sod or seed mixture 40 ensure that, for the upper 2 inches, 100 percent of the material passes a one-inch sieve and at least 90 percent passes the No. 10 sieve.

Remove rocks, twigs, foreign material, and clods that cannot be broken down. Dress the entire surface to present a uniform appearance. The engineer will not require rolling.

If light sandy soils are covered with heavier clay bearing loam topsoil, then mix or blend the 2 types of soils to a more or less homogeneous mixture by using the appropriate equipment.

D Measurement

The department will measure Topsoil Special acceptably completed by the square yard. The measured quantities shall equal the actual number of square yards of topsoiled area to the depth specified within the limits of construction designated on the plans, or in the contract, or as the engineer directs.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0180.0001Topsoil SpecialSY

Payment for Topsoil Special is full compensation for removing, stockpiling, reclaiming, providing, processing, excavating, loading, hauling, and placing this material; and for undercutting excavations, or underfilling embankments necessary to receive this material. The department will make no allowance, adjustment, or measurement for payment under the Excavation bid items for undercutting cut sections, underfilling embankments, or deductions for materials obtained from areas of cut sections.

If an area is damaged by erosion after partial acceptance, the department will pay for restoring topsoil in these areas at a unit price determined by multiplying the contract unit price bid for Topsoil multiplied by 3, the department will pay for restoration under the Restoration Post Acceptance Topsoil administrative item.

The department will not pay for removing topsoil from outside the roadway foundation in embankment areas unless that material is necessary to cover the slopes. sef-625-005 (20170310)

121. Epoxy Resin Binder, Item SPV.0180.0002.

A Description

This special provision describes furnishing and applying an epoxy resin binder to aggregate, at locations shown in the plans, to control erosion and prevent the growth of vegetation.

B Materials

B.1 General

Utilize a low modulus, medium-viscosity, two-component epoxy resin binder.

Furnish evidence, to the satisfaction of the engineer, that the proposed product has been successfully used in a similar application.

Epoxy resin binder shall be clear to light amber when fully cured.

B.2 Minimum Requirements

Furnish epoxy resin binder material conforming to ASTM C-881 and AASHTO M-235 specifications and the following requirements:

Total water absorption, ASTM D-570
 7 day, 1.3% (2 hour boil)
 14 day, 0.232% (24 hour immersion)
 Viscosity: 2,500 cps

C Construction

C.1 Application

Apply the epoxy resin binder material uniformly over the surface at a rate just sufficient to ensure penetration and binding of the particles in the upper 2 inches of the aggregate blanket according to the manufacturer's recommended rate and procedures. Avoid excessive application of epoxy resin binder and exercise care to prevent material run-off. Protect the surface of adjacent structures, barriers, and pavement to prevent splattering or discoloration by epoxy resin binder.

Apply and mix epoxy resin binder under dry conditions only. Do not apply if rain is expected within 8 hours following epoxy resin application to crushed aggregate or as recommended by the manufacturer and approved by the engineer.

Ensure ambient air and surface temperature is between 50 and 90° F during and for 24 hours following application and mixing of the epoxy resin binder or as recommended by the manufacturer and approved by the engineer.

Protect installed epoxy resin binder from excessive dust exposure for the first 4 hours of curing.

C.2 Test Section

Prepare a test section utilizing aggregate and epoxy resin binder so the engineer will be able to assess the adequacy of the product and the application and mixing methods to yield the desired results. Test section to be a minimum of 3-feet x 3-feet. Notify the engineer no less than 24 hours in advance of preparing the test section to allow him time to arrange for witnessing the epoxy resin binder application and mixing with the aggregate. Cure test section according to product manufacturer's requirements before the engineer will accept the product for use.

If the test section is not accepted, prepare another test section and repeat the process, using a different epoxy resin binder. Repeat this procedure until the engineer accepts the test section. Use the same epoxy resin binder means and methods when installing the product that were used in preparing the accepted test section.

D Measurement

The department will measure Epoxy Resin Binder by the square yard in place, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0180.0002Epoxy Resin BinderSY

Payment is full compensation for furnishing, mixing and applying the epoxy resin binder to the aggregate; for cleaning any splatter of epoxy resin binder from adjacent structures, barriers, and pavement; and for making and disposing of test sections. SEF Rev. 14_1210

122. Slope Paving Crushed Aggregate Special Item SPV.0180.0003.

A Description

This special provision describes furnishing, crushing and placing aggregate for slope paving and applying an epoxy resin binder with the aggregate, as shown in the plans, according to the applicable provisions of standard spec 604, and as hereinafter provided.

B Materials

B.1 General

Utilize a low modulus, medium-viscosity, two-component epoxy resin binder.

Furnish evidence, to the satisfaction of the engineer, that the proposed product has been successfully used in a similar application.

Epoxy resin binder shall be clear to light amber when fully cured.

Utilize Wisconsin crushed aggregate limestone with 100% fractured faces and hues of tan, amber and gray conforming to the following nominal requirements:

Sieve Size Percent by Weight Passing

4-Inch 100 1-Inch 0-25

B.2 Minimum Requirements.

Furnish epoxy resin binder material conforming to ASTM C-881 and AASHTO M-235 specifications and the following requirements:

Total water absorption, ASTM D-570

7 day, 1.3% (2 hour boil) 14 day, 0.232% (24 hour immersion)

Viscosity: 2,500 cps

C. Construction

C.1 Application

Apply the epoxy resin binder material uniformly over the surface of the paving at a rate just sufficient to ensure penetration and binding of the particles in the upper 2 inches of the aggregate blanket according to the manufacturer's recommended rate and procedures. Utilize a two part sprayer with mixing completed at the nozzle to apply the binder. Avoid excessive application of epoxy resin binder and exercise care to prevent material run-off. Protect the surface of adjacent structures, barriers, and pavement to prevent splattering or discoloration by epoxy resin binder and immediately remove all material accumulations at the foot of the slope paving

Apply and mix epoxy resin binder under dry conditions only. Do not apply if rain is expected within 8 hours following epoxy resin application to crushed aggregate or as recommended by the manufacturer and approved by the engineer.

Ensure ambient air and surface temperature is between 50 and 90° F during, and for 24 hours following, application and mixing of the epoxy resin binder or as recommended by the manufacturer and approved by the engineer.

Protect installed crushed aggregate with epoxy resin binder from excessive dust exposure for the first 4 hours of curing.

C.2 Test Section

Prior to placing slope paving, prepare a test section utilizing the proposed aggregate and epoxy resin binder so the engineer will be able to assess the adequacy of the product and the application and mixing methods to yield the desired results. Test section to be 3-feet x 3-feet and a minimum of 4-inches thick. Notify the engineer no less than 24 hours in advance of preparing the test section to allow him time to arrange for witnessing the epoxy resin binder application and mixing with the aggregate. Cure test section according to product manufacturer's requirements before the engineer will accept the product for use on the final structures.

If the test section is not accepted, prepare another test section and repeat the process, using either a different aggregate or epoxy resin binder. Repeat this procedure until the engineer accepts the test section. Use the same aggregate and epoxy resin binder means and methods when installing the product under each structure that were used in preparing the accepted test section.

D Measurement

The department will measure Slope Paving Crushed Aggregate Special by the square yard in place, acceptably completed.

E Payment

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

following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0180.0003Slope Paving Crushed Aggregate SpecialSY

Payment is full compensation for furnishing, crushing and placing crushed aggregate; for furnishing, mixing and applying the epoxy resin binder to the aggregate; for preparing the subsurface; for cleaning any splatter of epoxy resin binder to adjacent structures, barriers, and pavement; and for making and disposing of the test section;.

SEF Rev. 14 1211

123. Excavation, Hauling, and Disposal of Creosote Contaminated Soil, Item SPV.0195.0001.

A Description

A.1 General

This special provision describes excavating, stockpiling for testing, loading, hauling, and disposing of creosote contaminated soil at a landfill. The closest landfills to the project would be the following.

Waste Management Orchard Ridge Landfill N96W13503 County Line Road Menomonee Falls, WI 53051 (262) 532-6200

Advanced Disposal Emerald Park Landfill W124S10629 South 124th Street Muskego, WI 53150 (414) 529-1360

Perform this work according to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

A.2 Notice to the Contractor – Contaminated Soil Location(s)

The department assumes that soil in the immediate vicinity of pre-existing creosote treated wooden bridge piles is contaminated due to exposure to residual wood preservatives. Due to structural impediments, representative analytical testing of this soil is not practical prior to bridge demolition and subsequent structure excavation. As such, the soil located in the following locations and as shown of the plans will require temporary stockpiling within the right-of-way and analytical testing for landfill acceptance:

- 1. Station 626+28 to 626+85 from 92 feet LT of centerline to 122 feet LT of centerline from approximately 9 feet to 47 feet below ground surface. Soil at this location is contaminated with residual creosote-based wood preservatives. Approximately 120 cubic yards (approximately 204 tons at an estimated 1.7 tons per cubic yard) of contaminated soil will be excavated from this location.
- 2. Station 625+77 to 626+35 from 83 feet RT of centerline to 113 feet RT of centerline from approximately 9 feet to 47 feet below ground surface. Soil at this location is contaminated with residual creosote-based wood preservatives. Approximately 120 cubic yards (approximately 204 tons at an estimated 1.7 tons per cubic yard) of contaminated soil will be excavated from this location.

For further information regarding the handling and disposal of this contaminated soil material please contact:

Name: Andrew Malsom

Address: 141 NW Barstow St. Waukesha, WI 53187

Phone: (262) 548-6705

E-mail: <u>Andrew.Malsom@dot.wi.gov</u>

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation

Address: 150 N. Patrick Blvd. Ste. 180, Brookfield, WI 53045

Contact: Bryan Bergmann, P.G.

Phone: (262) 879-1212 Fax: (262) 879-1220

The role of the environmental consultant will be limited to:

- 1. Determining the location and limits of contaminated soil as expressed on the project plans and described in the this special provisions;
- 2. Providing field support during excavation activities;
- 3. Coordinating lab testing for landfill acceptance;
- 4. Identifying contaminated soils to be hauled to the landfill;
- 5. Obtaining landfill permitting and documentation of proper landfill disposal; and
- 6. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of treated wood pilings to the environmental consultant.

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

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the areas of treated wood pilings. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed.

Identify the landfill that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

During excavation activities, expect to encounter soil contaminated with Polycyclic aromatic hydrocarbons (PAHs) and Semi-volatile organic compounds (SVOCs). Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

B (Vacant)

C Construction

Add the following to standard spec 205.3:

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

Excavate the contaminated soil in the areas described above and shown in the plan. Stockpile the material within the project footprint on DOT right-of-way, pending lab results and landfill acceptance. Construct and maintain a temporary stockpile/s of the material according to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation.

The environmental consultant will coordinate analytical testing of contaminated soil for landfill acceptance. Five business days should be allowed for the laboratory to conduct this testing and issue results. Once landfill acceptance permitting is complete, directly load and haul soils to the landfill as directed by the environmental consultant. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids. Verify that the vehicles used to transport contaminated material are licensed for such activity according to applicable state and federal regulations.

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

Groundwater may be present within the construction limits. Water generated during dewatering operations (if necessary) is expected to be permitted to discharge to the surface except in the contaminated areas. Contaminated groundwater generated from dewatering activities within the contaminated areas may exceed the surface water discharge limits for petroleum compounds specified in the DNR's "General Permit to Discharge under the Wisconsin Pollutant Discharge Elimination System" for "Contaminated Groundwater from Remedial Action Operations" (WPDES Permit No. WI-0046566-5), Table 3.1.

If dewatering is required in an area of observed contamination, water generated from dewatering activities may contain PAHs, SVOCs, and Metals. Such water may, with approval of MMSD, be discharged to the sanitary sewer as follows:

- 1. Meet all applicable requirements of the MMSD including the control of suspended solids. Perform all necessary monitoring to document compliance with MMSD requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with MMSD requirements.
- 2. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

Costs for this dewatering and disposing of contaminated water are incidental to the contract.

Employ construction methods and techniques in a manner that will minimize the need for dewatering, and if dewatering is required, minimize the volume of water generated. Take measures to limit groundwater, surface water, and precipitation from entering and exiting

excavations in the areas of contamination. Such measures, which may include berming, ditching, or other means, shall be maintained until construction of utilities in the areas of contamination are complete.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statues, judiciary decisions, and regulations of the State of Wisconsin.

D Measurement

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

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0195.0001 Excavation, Hauling, and Disposal of Creosote TON

Contaminated Soil

Payment is full compensation for excavating, stockpiling, loading, and hauling the contaminated soil to a landfill; plastic sheeting under and covering stockpiles of contaminated soil; obtaining solid waste collection and transportation service operating licenses; and dewatering of soils prior to transport, if necessary.

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

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

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

I. BASIC CONCEPTS

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

- 1) On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate. At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.
 - <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 underrepresentation of members of these groups in highway construction skilled crafts.

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE [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: Joe@joetheplumber.com

Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2 This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

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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:

104.10.1 General

Replace paragraph four with the following effective with the December 2017 letting:

(1) Subsection 104.10 specifies a 2-step process for contractors to follow in submitting a cost reduction incentive (CRI) for modifying the contract in order to reduce direct construction costs computed at contract bid prices. The initial submittal is referred to as a CRI concept and the second submittal is a CRI proposal. The contractor and the department will equally share all savings generated to the contract due to a CRI as specified in 104.10.4.2(1). The department encourages the contractor to submit CRI concepts.

104.10.4.2 Payment for the CRI Work

Replace paragraph four with the following effective with the December 2017 letting:

- (1) The department will pay for completed CRI work as specified for progress payments under 109.6. The department will pay for CRI's under the Cost Reduction Incentive administrative item. When all CRI costs are determined, the department will execute a contract change order that does the following:
 - 1. Adjusts the contract time, interim completion dates, or both.
 - 2. Pays the contractor for the unpaid balance of the CRI work.
 - 3. Pays the contractor 50 percent of the net savings resulting from the CRI, calculated as follows:

NS = CW - CRW - CC - DC

Where:

NS = Net Savings

CW = The cost of the work required by the original contract that is revised by the CRI. CW is computed at contract bid prices if applicable.^[1]

CRW = The cost of the revised work, computed at contract bid prices if applicable.^[1]

CC = The contractor's cost of developing the CRI proposal.

DC = The department's cost for investigating, evaluating, and implementing the CRI proposal.

108.11 Liquidated Damages

Replace paragraphs two and three with the following effective with the December 2017 letting:

- (2) This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the department from the contractor for the added cost of engineering and supervision resulting from the contractor's failure to complete the work within the contract time.
- (3) Unless enhanced in the special provisions, the department will assess the following daily liquidated damages

LIQUIDATED DAMAGES

ORIGINAL CONTRACT AMOUNT		DAILY CHARGE		
FROM MORE THAN	TO AND INCLUDING	CALENDAR DAY	WORKING DAY	
\$0	\$250,000	\$850	\$1700	
\$250,000	\$500,000	\$815	\$1630	
\$500,000	\$1,000,000	\$1250	\$2500	
\$1,000,000	\$2,000,000	\$1540	\$3080	
\$2,000,000		\$2070	\$4140	

^[1] The department may adjust contract bid prices that, in the engineer's judgement, do not represent the fair value of the work deleted or proposed.

(1) Operate profilers within the manufacturer's recommended speed tolerances. Perform profile runs in the direction of travel. Measure the longitudinal profile of each wheel track of each lane. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.

203.3.2.2 Removal Operations

Replace the entire text with the following effective with the December 2017 letting:

203.3.2.2.1 General

- (1) Except as specified below for closing culverts, remove the entire top slab of box culverts and the entire superstructure of other culverts and bridges designated for removal. Completely remove existing piles, cribs, or other timber construction within the limits of new embankments, or remove these structures to an elevation at least 2 feet below finished ground line. Remove sidewalls or substructure units in water to an elevation no higher than the elevation of the natural stream or lake bed, or, if grading the channel is required under the contract or the plans, to the proposed finished grade of the stream or lake bed. Remove sidewalls or substructure units not in water down to at least 2 feet below natural or finished ground line.
- (2) If extending or incorporating existing culverts and bridges in the new work, remove only those parts of the existing structure as necessary to provide a proper connection to the new work. Saw, chip, or trim the connecting edges to the required lines and grades without weakening or damaging the remaining part of the structure. During concrete removal, do not damage reinforcing bars left in place as dowels or ties incorporated into the new work.
- (3) Remove pipe culverts designated for salvage in a way that prevents damage to the culverts.
- (4) Dismantle steel structures or parts of steel structures designated for salvage in a way that avoids damage to the members. If the contract specifies removing the structure in a way that leaves it in a condition suitable for re-erection, matchmark members with durable white paint before dismantling. Mark pins, bolts, nuts, loose plates, etc., similarly to indicate their proper location. Paint pins, bolts, pinholes, and machined surfaces with a department-approved rust preventative. Securely wire loose parts to adjacent members, or label and pack them in boxes.
- (5) Remove timber structures or parts of timber structures designated for salvage in a way that prevents damage to the members.
- (6) If the engineer approves, the contractor may temporarily use materials designated for salvage in falsework used to construct new work. Do not damage or reduce the value of those materials through temporary use.

203.3.2.2.2 Deck Removal

- (1) Protect the work as specified in 107.14 during deck removal. Minimize debris falling onto water surfaces and wetlands as the contract specifies in 107.18 or in the special provisions. Also, minimize debris falling on the ground and roadway.
- (2) Do not damage existing bar steel reinforcement, girders, or other components that will be incorporated in new work. Remove decks on prestressed concrete girders using a hydraulic shear or other engineer-approved equipment. Thoroughly clean, realign, and retie reinforcement as necessary.
- (3) After deck removal is complete, notify the engineer to request a damage survey. Point out damage to the engineer. Allow one business day for the engineer to complete the damage survey. If damage is identified, the department will determine if repairs or girder restoration will be allowed.
- (4) If the department allows girder restoration, have a professional engineer registered in the State of Wisconsin analyze the effect of the damage to the bridge, make recommendations, and prepare signed and sealed computations and structural details required to restore girders to their previous structural capacity. Submit the restoration proposal, including analysis and structural details, to the department and design engineer of record. The department will accept or reject the restoration proposal within 3 business days. Do not begin restoration work until the department allows in writing.
- (5) The engineer will not extend contract time to assess or remediate contractor caused damage.

203.5.1 General

Replace the entire text with the following effective with the December 2017 letting:

(2) Payment is full compensation for breaking down and removing; costs associated with contractorcaused damage; required salvaging, storing, and disposing of materials; and, unless the contract specifies granular backfill, for backfilling.

415.2.3 Expansion Joint Filler

Replace paragraph one with the following effective with the December 2017 letting:

(1) Furnish expansion joint filler conforming to AASHTO M153, AASHTO M213, ASTM D7174, or ASTM D8139 in lengths equal to the pavement lane width and of the thickness and height the plans show. Where dowel bars are required, use filler with factory-punched holes at the dowel bar locations and with a diameter not greater than 1/8 inch larger than the nominal dowel bar diameter.

415.3.20 Filling Joints

Replace paragraph two with the following effective with the December 2017 letting:

(2) Clean joints of laitance, curing compound, and other contaminants before filling. Saw construction joints at least 3/4 inches deep before filling. Sawing is not required for tooled joints in curb and gutter. Sandblast or waterblast exposed joint faces using multiple passes as required to clean joints surfaces of material that might prevent bonding. Blow clean and dry with oil-free compressed air immediately before filling.

415.5.1 General

Replace paragraph two with the following effective with the December 2017 letting:

(6) Payment for Concrete Pavement Joint Filling is full compensation for filling concrete pavement joints; filling adjacent curb and gutter joints; and for sawing.

440.3.4.2 Contractor Testing

Replace paragraph two with the following effective with the December 2017 letting:

(2) Coordinate with the engineer at least 24 hours before making profile runs for acceptance unless the engineer approves otherwise. The department may require testing to accommodate staged construction or if corrective action is required.

502.2.7 Preformed Joint Filler

Replace paragraph one with the following effective with the December 2017 letting:

(1) Use preformed joint filler conforming to AASHTO M153, AASHTO M213, ASTM D7174, or ASTM D8139.

502.3.7.8 Floors

Replace paragraph fourteen with the following effective with the December 2017 letting:

(14) Unless specified otherwise, transversely tine finish the floors of structures with approach pavements designed for speeds of 40 mph or greater as specified in 415.3.8.3, except make the tining 1/8 inch in depth and do not perform tining within 12 inches of gutters. The contractor may apply a broom finish, described below, instead of the artificial turf drag finish required before tining. The contractor may perform tining manually, if it obtains a finish satisfactory to the engineer. Perform tining within 20 degrees of the centerline of bearing of the substructure units on bridge decks having skew angles of 20 degrees or greater.

614.2.1 General

Add the following as paragraph ten effective with the December 2017 letting:

(10) Furnish guardrail reflectors from the department's APL.

614.3.2.1 Installing Posts

Add the following as paragraph five effective with the December 2017 letting:

(5) Provide post-mounted reflectors every 100 feet with one at the beginning and end of each run and a minimum of three reflectors per run.

614.5 Payment

Replace paragraph four with the following effective with the December 2017 letting:

(4) Payment for the Steel Thrie Beam, Steel Plate Beam Guard, Guardrail Stiffened, MGS Guardrail, Short Radius, and various transition bid items is full compensation for providing guardrail and transitions including post-mounted reflectors; for repairing damaged zinc coatings; and for excavating, backfilling, and disposing of surplus material.

641.2.9 Overhead Sign Supports

Replace paragraph three with the following effective with the December 2017 letting:

(3) Provide steel pole shafts, mast arms or trusses, and luminaire arms zinc coated according to ASTM A123. The contractor may provide either straight or tapered pole and arm shafts unless the plans specify otherwise. Provide bolts and other hardware conforming to 641.2.2.

642.2.2.1 General

Replace the entire text with the following effective with the December 2017 letting:

- (1) Provide each field office with two rooms, separated by an interior door with a padlock. Ensure that each room has a separate exterior door and its own air conditioner. Locate the office where a quality internet connection can be achieved.
- (2) Provide long distance telephone service via a land line for exclusive department use that has the following:
 - Two programmable touch-tone phones, one of which is cordless. Ensure that phone operations will not interfere with other telecommunications equipment.
 - Voice mail service or an answering machine.
- (3) Provide high-speed internet service for exclusive department use via cable or DSL connection with a modem/router and capable of supporting cloud enabled file sharing, voice over internet protocol (VoIP), video conferencing, and web based applications. Ensure that system meets the following:
 - Includes a wireless network for the field office.
 - Can accommodate IPSec based VPN products.
 - Has a bandwidth range as follows:

Field office with 1-5 staff: A minimum connection speed of 5 Mbps download and 1 Mbps

upload. If a cable or DSL option is not available the contractor may provide a personal hotspot using cell phone tethering or other device able to achieve the specified minimum speeds inside the field office.

Field office with 6 or more staff: A minimum connection speed of 10 Mbps + 1/2 Mbps per user

download and 5 Mbps upload.

Projects over 500 million dollars: A minimum connection speed of 20 Mbps + 1/2 Mbps per user

download and 10 Mbps upload. Coordinate network setup at the

leased office with the WisDOT network team.

(4) Provide and maintain a Windows 7 and Windows 10 compliant multi-function device with copy, print, and scan capabilities that can accommodate both 8 1/2" x 11" and 11" x 17" paper. Replenish paper, toner cartridges, and other supplies before fully expended. Ensure that department staff can connect to the device either directly or through the field office wireless network.

- (5) Equip with a drafting table with a drafter's stool. Except as specified in 642.2.2.4, provide 2 ergonomically correct office chairs in working condition with, at a minimum, the following:
 - 1. Five-legged base with casters.
 - 2. Seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge.
 - 3. High backrest with no arms or adjustable arms.

645.2.2.2 Geotextile, Type SAS (Subgrade Aggregate Separation)

Replace paragraph one with the following effective with the December 2017 letting:

(1) Furnish fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	170 lb
Minimum puncture strength	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 70
Minimum permittivity	ASTM D4491	0.35 s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.4 Geotextile, Type DF (Drainage Filtration)

Replace paragraph one with the following effective with the December 2017 letting:

(1) Furnish fabric conforming with the physical requirements of either schedule A, schedule B, or schedule C as the contract specifies.

METHOD	VALUE[1]
ASTM D4632	110 lb
ASTM D6241	200 lb
ASTM D4632	30%
ASTM D4751	300 µm
ASTM D4491	0.70 s ⁻¹
METHOD	VALUE ^[1]
ASTM D4632	180 lb
ASTM D6241	350 lb
ASTM D4632	30%
ASTM D4751	300 µm
ASTM D4491	1.35 s ⁻¹
METHOD	VALUE ^[1]
ASTM D4632	180 lb
ASTM D6241	350 lb
ASTM D4632	15%
ASTM D4751	600 µm
ASTM D4491	1.00 s ⁻¹
	ASTM D4632 ASTM D6241 ASTM D4632 ASTM D4751 ASTM D4491 METHOD ASTM D4632 ASTM D6241 ASTM D4632 ASTM D4751 ASTM D4491 METHOD ASTM D4632 ASTM D4632 ASTM D6241 ASTM D4632 ASTM D6241 ASTM D4632 ASTM D6241 ASTM D4632 ASTM D4632 ASTM D4632

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.6 Geotextile, Type R (Riprap)

Replace paragraph one with the following effective with the December 2017 letting:

(1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	205 lb
Minimum puncture strength	ASTM D6241	400 lb
Minimum apparent breaking elongation	ASTM D4632	15%

Maximum apparent opening size ASTM D4751 No. 30

Minimum permittivity ASTM D4491 0.12 s⁻¹

645.2.2.7 Geotextile, Type HR (Heavy Riprap)

Replace paragraph one with the following effective with the December 2017 letting:

(1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength, lb	ASTM D4632	305 lb
Minimum puncture strength, lb	ASTM D6241	500 lb
Minimum apparent breaking elongation, %	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.40, s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.8 Geotextile, Type C (Modified SAS)

Replace paragraph one with the following effective with the December 2017 letting:

(1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Grab tensile strength, lb	ASTM D4632	205 lb
Puncture strength, lb	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 50
Minimum permittivity	ASTM D4491	0.12 s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

715.3.1.3 Department Verification Testing

Replace paragraph one with the following effective with the December 2017 letting:

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

⁽¹⁾ The department will perform verification testing as specified in 701.4.2 with additional testing as required to obtain at least1 verification test per lot for air content, slump, temperature, and compressive strength.

Errata

Make the following corrections to the standard specifications:

106.3.3.1 General

Correct errata by changing "acceptance" to "approval."

(1) For manufactured products or assemblies, the department may base approval on a product certification or require both a product certification and production plant certification.

205.3.1 General

Correct errata by deleting paragraph three to reflect current practice to incorporate suitable materials.

(3) Replace unsuitable material with satisfactory material. Trim and finish the roadway. Maintain the work done under 205 in a finished condition until acceptance.

521.2 Materials

Correct errata by deleting bullet three and including aluminum coated pipe in bullet one.

- (1) Furnish corrugated steel pipe and steel apron end walls as follows:
 - Corrugated steel culvert pipe, steel apron endwalls, aluminum coated corrugated steel culvert pipe, and other components conforming to AASHTO M36.
 - Polymer coated corrugated steel culvert pipe and pipe arch fabricated from zinc coated sheet steel conforming to AASHTO M218. Before fabrication, coat the sheets on both sides with polymer protective coating grade 250/250 according to AASHTO M246. Fabricate the pipe according to AASHTO M245.

614.3.2.2 Installing Rail

Correct errata for splice location and allow punching or drilling holes and slots.

- (1) Install rail with lap splices in the direction of traffic. Ensure that the number and dimensions of holes and bolts conforms to the plan details for new splices. Place the round head of bolts on the traffic side.
- (2) Cut rails to length by shearing or sawing; do not use cutting torches. Drill or punch bolt holes and slots; ensure that they are burr free. After installation, cut anchor bolts that project more than one inch from the nut to 1/2 inch from the nut; deburr the threaded end of cut bolts.

618.1 Description

Correct errata by deleting designated detours from the scope of Maintenance and Repair of Haul Roads.

(1) This section describes maintaining, repairing, and restoring all public roads, streets, drainage facilities, and other components used for hauling by contractor, subcontractor, or supplier to support work for a department contract to its pre-haul condition. Public roads and streets shall be limited to those not a part of the State Trunk Highway System and from now on called haul roads.

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.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

 $\underline{\text{http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-} \underline{\text{manual.pdf}}$

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 at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual 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
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on 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 Federalaid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. "First Tier Covered
 Transactions" refers to any covered transaction between a
 grantee or subgrantee of Federal funds and a participant (such
 as the prime or general contract). "Lower Tier Covered
 Transactions" refers to any covered transaction under a First
 Tier Covered Transaction (such as subcontracts). "First Tier
 Participant" refers to the participant who has entered into a
 covered transaction with a grantee or subgrantee of Federal
 funds (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. You may contact the person to
 which this proposal is submitted for assistance in obtaining a
 copy of those regulations. "First Tier Covered Transactions"
 refers to any covered transaction between a grantee or
 subgrantee of Federal funds and a participant (such as the
 prime or general contract). "Lower Tier Covered Transactions"
 refers to any covered transaction under a First Tier 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		_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. In

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 work performed 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 10/06/2017 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 Num		ication D	ate
0	- '	06/2017 03/2017	
2	- ,	10/2017	
2 3 4 5 6		24/2017	
4	03/	17/2017	
5	03/	31/2017	
	04/	21/2017	
7	04/	28/2017	
8	06/	02/2017	
9	06/	23/2017	
10	07/	14/2017	
11	07/	21/2017	
12	07/	28/2017	
13	08/	11/2017	
14	08/	25/2017	
15	09/	08/2017	
16	09/	22/2017	
17	10/	06/2017	

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 CO	UNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 36.59	21.49
BRWI0006-002 06/01/2016		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,	LINCOLN, MARATHOVILAS AND WOOD	ON, MENOMINEE, COUNTIES
	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 CO	UNTIES
	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, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		
	Rates	Fringes
BRICKLAYER	.\$ 31.98	20.81
BRWI0034-002 06/01/2015		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER	.\$ 32.86	17.22
CARP0087-001 05/01/2016		
BURNETT (W. of Hwy 48), PIERCE (35, 48 & 65), AND ST. CROIX (W.	W. of Hwy 29), 3 of Hwy 65) COUN	POLK (W. of Hwys TIES
	Rates	Fringes
Carpenter & Piledrivermen	.\$ 36.85	18.39

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 CARPENTERMILLWRIGHTPILEDRIVER	\$ 33.56 \$ 35.08 \$ 34.12	18.00 18.35 18.00	
CARP0252-010 06/01/2016			-

ASHLAND COUNTY

	Rates	Fringes
Carpenters Carpenter Millwright Pile Driver	\$ 35.08	18.00 18.35 18.00

CARP0264-003 06/01/2016

 ${\tt KENOSHA}$, ${\tt MILWAUKEE}$, ${\tt OZAUKEE}$, ${\tt RACINE}$, ${\tt WAUKESHA}$, ${\tt AND}$ ${\tt WASHINGTON}$ 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
CADD 2227 001 06/01/2016		

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN Zone A		22.69 22.69

ELEC0014-002 06/01/2017

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:	.\$ 33.01	19.69

ELEC0014-007 06/05/2017

REMAINING COUNTIES

Rates Fringes

Teledata System Installer

Installer/Technician......\$ 25.81 14.01

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 06/01/2017

KENOSHA COUNTY

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

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 06/04/2017

DOUGLAS COUNTY

Rates Fringes

Electricians:......\$ 35.90 25.64

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 06/01/2017

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 37.32 21.07

ELEC0494-005 06/01/2017

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 37.51 24.42

ELEC0494-006 06/01/2017

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

Rates Fringes

Electricians:.....\$ 32.06 21.88

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 06/01/2017

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:.....\$ 31.15 18.22

ELEC0890-003 06/01/2017

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,

	Rates	Fringes
Electricians:	\$ 33.25	19.34
ELEC0953-001 07/01/2015		
	Rates	Fringes
Line Construction: (1) Lineman	\$ 40.03 \$ 33.71 r\$ 26.78 r\$ 24.86	32% + 5.00 32% + 5.00 32% + 5.00 14.11 13.45 32% + 5.00
ENGI0139-005 06/05/2017		

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 39.27	22.05
Group 2		22.05
Group 3		22.05
Group 4		22.05
Group 5		22.05
Group 6		22.05

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 06/01/2017

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER.....\$ 31.24 26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2017

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 33.19 26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2017

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.....\$ 34.50 23.82

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

IRON0512-008 05/01/2017

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

Rates Fringes

IRONWORKER.....\$ 36.50 26.45

IRON0512-021 05/01/2017

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	\$ 32.04	26.45
LABO0113-002 06/05/2017		

MILWAUKEE AND WAUKESHA COUNTIES

		Rates	Fringes
Group Group Group Group	1	\$ 26.95 \$ 27.15 \$ 27.30 \$ 27.45	21.34 21.34 21.34 21.34 21.34

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 06/05/2017

OZAUKEE AND WASHINGTON COUNTIES

		Rates	Fringes
LABORER			
Group	1	\$ 26.05	21.34
Group	2	\$ 26.15	21.34
	3		21.34
	4		21.34
Group	5	\$ 26.25	21.34
Group	6	\$ 23.14	21.34

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 06/05/2017

KENOSHA AND RACINE COUNTIES

	1	Rates	Fringes
LABORER			
Group	1\$	25.86	21.34
Group	2\$	26.01	21.34
Group	3\$	26.21	21.34
Group	4\$	26.18	21.34
	5\$		21.34
	6\$		21.34

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 06/05/2017

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	\$ 30.71	16.79
Group	2	\$ 30.81	16.79
	3		16.79
Group	4	\$ 31.06	16.79
Group	5	\$ 30.91	16.79
	6		16.79

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 06/05/2017

DANE COUNTY

		Rates	Fringes
LABORER	1 4	30.00	16.79
	1\$ 2\$		16.79
_	3\$		16.79
	4\$ 5\$		16.79 16.79
_	6\$		16.79

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

		Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	29.86	16.35
Spray,	Sandblast, Steel\$	30.46	16.35
Repaint	:		
Brush,	Roller\$	28.36	16.35
	Sandblast, Steel\$		16.35
	•		

^{*} PAIN0108-002 06/01/2017

RACINE COUNTY

	Rates	Fringes
Painters: Brush, Roller		18.95 18.95

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
PAIN0259-004 05/01/2015		
BUFFALO, CRAWFORD, JACKSON, LA VERNON COUNTIES	CROSSE, MONRO	DE, TREMPEALEAU, AND
	Rates	Fringes
PAINTER	\$ 22.03	12.45
PAIN0781-002 06/01/2017		
JEFFERSON, MILWAUKEE, OZAUKEE,	WASHINGTON, A	AND WAUKESHA COUNTIES
	Rates	Fringes
Painters:		
Bridge Brush Spray & Sandblast	\$ 30.25	22.80 22.80 22.80
PAIN0802-002 06/01/2017		
COLUMBIA, DANE, DODGE, GRANT, GROCK, AND SAUK COUNTIES	REEN, IOWA, I	AFAYETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	\$ 28.25	17.72
PREMIUM PAY: Structural Steel, Spray, Brid hour.	lges = \$1.00	additional per
PAIN0802-003 06/01/2017		
ADAMS, BROWN, CALUMET, CLARK, D LAKE, IRON, JUNEAU, KEWAUNEE, I MARATHON, MARINETTE, MARQUETTE, OUTAGAMIE, PORTAGE, PRICE, SHAW WAUSHARA, WAUPACA, WINNEBAGO, A	ANGLADE, LINC MENOMINEE, JANO, SHEBOYG	COLN, MANITOWOC, OCONTO, ONEIDA, GAN, TAYLOR, VILAS,
	Rates	Fringes
PAINTER	\$ 24.89	12.05
PAIN0934-001 06/01/2017		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters:		
BrushSprayStructural Steel	\$ 33.74 \$ 34.74 \$ 33.89	18.95 18.95 18.95
PAIN1011-002 06/01/2017		
FLORENCE COUNTY		
	Rates	Fringes
Painters:	\$ 24.86	12.23
PLAS0599-010 06/01/2017		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	d 20 40	10 10
Area 1	\$ 35.07	17.17 19.75 19.40
	33.01	->>

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

TTT 10000 001 06/01/001F

TEAM0039-001 06/01/2017

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles 3 or more Axles; Euclids Dumptor & Articulated,	\$ 27.40	20.48
Truck Mechanic	\$ 27.55	20.48
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

March 2017

NOTICE TO BIDDERS WAGE RATE DECISION

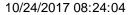
The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

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 22

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line	Item ID	Approximate	Unit Price	Bid Amount
Number	Description	Quantity and Units	3 1 1 1 1 1 1 1	2.0 /
0002	108.4400 CPM Progress Schedule	2.000 EACH		
0004	201.0105 Clearing	165.000 STA		
0006	201.0205 Grubbing	165.000 STA		
8000	203.0200 Removing Old Structure (station) 0001. 130+05	LS	LUMP SUM	·
0010	204.0100 Removing Pavement	20,374.000 SY		
0012	204.0105 Removing Pavement Butt Joints	188.000 SY		
0014	204.0109.S Removing Concrete Surface Partial Depth	142,191.000 SF		
0016	204.0110 Removing Asphaltic Surface	17.000 SY		
0018	204.0120 Removing Asphaltic Surface Milling	118,185.000 SY		
0020	204.0150 Removing Curb & Gutter	393.000 LF		
0022	204.0155 Removing Concrete Sidewalk	81.000 SY		
0024	204.0157 Removing Concrete Barrier	2,705.000 LF		
0026	204.0165 Removing Guardrail	1,259.000 LF		
0028	204.0170 Removing Fence	260.000 LF		
0030	204.0195 Removing Concrete Bases	5.000 EACH		
0032	204.0205 Removing Utility Poles	1.000 EACH		



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Proposal Schedule of Items

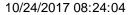
Page 2 of 22

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.0210 Removing Manholes	4.000 EACH		
0036	204.0220 Removing Inlets	4.000 EACH		
0038	204.0245 Removing Storm Sewer (size) 0001. 12-Inch	171.000 LF		<u> </u>
0040	204.0245 Removing Storm Sewer (size) 0002. 15-Inch	253.000 LF		·
0042	204.0245 Removing Storm Sewer (size) 0003. 18-Inch	8.000 LF		
0044	204.0245 Removing Storm Sewer (size) 0004. 30-Inch	256.000 LF		
0046	204.0245 Removing Storm Sewer (size) 0005. 36-Inch	52.000 LF		
0048	204.9035.S Removing (item description) 0001. Riprap Heavy	573.000 CY		
0050	204.9060.S Removing (item description) 0001. Concrete Apron Endwalls for Pipe	20.000 EACH		
0052	204.9060.S Removing (item description) 1001. Luminaires	141.000 EACH		
0054	204.9060.S Removing (item description) 1002. Poles Wood 60-FT	4.000 EACH		·
0056	204.9060.S Removing (item description) 1301. Electrical Service Meter Breaker Pedestal	1.000 EACH		
0058	204.9060.S Removing (item description) 1302. Overhead Freeway DMS	1.000 EACH		







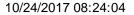
Page 3 of 22

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	204.9060.S Removing (item description) 1303. Pole	4.000 EACH		
0062	204.9060.S Removing (item description) 1304. Microwave Detector	4.000 EACH		.
0064	204.9060.S Removing (item description) 1305. Controller Cabinet	2.000 EACH		
0066	204.9060.S Removing (item description) 1306. Controller Cabinet Base	2.000 EACH		
0068	204.9060.S Removing (item description) 8001. Bulkhead	2.000 EACH		
0070	204.9105.S Removing (item description) 0001. Loop Detector Wire and Lead-In Cable CTH O & IH 94 EB Ramps	LS	LUMP SUM	
0072	204.9105.S Removing (item description) 0002. Loop Detector Wire and Lead-In Cable CTH O & IH 94 WB Ramps	LS	LUMP SUM	.
0074	205.0100 Excavation Common	67,899.000 CY		
0076	206.1000 Excavation for Structures Bridges (structure) 0001. B-67-344	LS	LUMP SUM	
0078	210.1100 Backfill Structure Type A	323.000 CY		
0800	210.1500 Backfill Structure Type A **P**	1,245.000 TON		
0082	213.0100 Finishing Roadway (project) 0001. 1060- 33-82	1.000 EACH	<u></u>	<u> </u>
0084	305.0110 Base Aggregate Dense 3/4-Inch	305.000 TON		
0086	305.0120 Base Aggregate Dense 1 1/4-Inch	19,420.000 TON		







Page 4 of 22

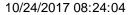
Proposal ID: 20171212010 Project(s): 1060-33-82, 1060-34-79

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0088	312.0110 Select Crushed Material	39,537.000 TON		
0090	390.0403 Base Patching Concrete Shes	2,370.000 SY		
0092	415.0410 Concrete Pavement Approach Slab	119.000 SY		
0094	416.0160 Concrete Driveway 6-Inch	23.000 SY		
0096	416.0610 Drilled Tie Bars	1,864.000 EACH		
0098	416.0620 Drilled Dowel Bars	4,706.000 EACH		
0100	455.0605 Tack Coat	17,332.000 GAL		
0102	460.2000 Incentive Density HMA Pavement	33,901.000 DOL	1.00000	33,901.00
0104	460.5223 HMA Pavement 3 LT 58-28 S	1,012.000 TON		
0106	460.5224 HMA Pavement 4 LT 58-28 S	736.000 TON		
0108	460.6424 HMA Pavement 4 MT 58-28 H	4,362.000 TON	·	
0110	460.7423 HMA Pavement 3 HT 58-28 H	25,635.000 TON		
0112	460.7624 HMA Pavement 4 HT 58-28 V	22,392.000 TON		
0114	465.0120 Asphaltic Surface Driveways and Field Entrances	18.000 TON	<u>-</u>	
0116	465.0125 Asphaltic Surface Temporary	8.000 TON		
0118	465.0315 Asphaltic Flumes	18.000 SY	<u></u>	







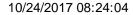
Page 5 of 22

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	502.0100 Concrete Masonry Bridges **P**	955.000 CY	·	
0122	502.3200 Protective Surface Treatment **P**	1,572.000 SY		
0124	502.3210 Pigmented Surface Sealer	64.000 SY	·	
0126	503.0155 Prestressed Girder Type I 54W-Inch **P**	2,347.000 LF		
0128	505.0400 Bar Steel Reinforcement HS Structures	11,665.000 LB		
0130	505.0600 Bar Steel Reinforcement HS Coated Structures	162,530.000 LB		·
0132	506.2605 Bearing Pads Elastomeric Non- Laminated **P**	36.000 EACH		
0134	506.4000 Steel Diaphragms (structure) 0001. B-67- 344	32.000 EACH		
0136	511.1200 Temporary Shoring (structure) 0001. B- 67-344	960.000 SF		
0138	516.0500 Rubberized Membrane Waterproofing **P**	45.000 SY		·
0140	517.1010.S Concrete Staining (structure) 0001. B-67- 344 **P**	12,940.000 SF		·
0142	520.8000 Concrete Collars for Pipe	20.000 EACH		
0144	520.8700 Cleaning Culvert Pipes	15.000 EACH		
0146	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	7.000 EACH		





Page 6 of 22



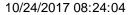
Proposal Schedule of Items

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0148	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	8.000 EACH		
0150	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	2.000 EACH		·
0152	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	4.000 EACH	·	
0154	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	4.000 EACH	·	
0156	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	2.000 EACH		
0158	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	1.000 EACH	·	
0160	550.1100 Piling Steel HP 10-Inch X 42 Lb	1,280.000 LF		
0162	550.1120 Piling Steel HP 12-Inch X 53 Lb	825.000 LF		
0164	601.0409 Concrete Curb & Gutter 30-Inch Type A	1,065.000 LF	·	·
0166	601.0411 Concrete Curb & Gutter 30-Inch Type D	2,077.000 LF		
0168	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	30.000 LF	·	
0170	601.0600 Concrete Curb Pedestrian	59.000 LF	·	<u> </u>
0172	602.0410 Concrete Sidewalk 5-Inch	11,281.000 SF		
0174	602.0415 Concrete Sidewalk 6-Inch	75.000 SF		
0176	602.0505 Curb Ramp Detectable Warning Field Yellow	144.000 SF		







Page 7 of 22

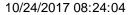
Proposal ID: 20171212010 Project(s): 1060-33-82, 1060-34-79

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
603.0105 Concrete Barrier Single-Faced 32-Inch	220.000 LF		
603.1142 Concrete Barrier Type S42	12,980.000 LF		
603.1156 Concrete Barrier Type S56	340.000 LF	<u> </u>	
603.1442 Concrete Barrier Type S42C	725.000 LF	·	
603.3113 Concrete Barrier Transition Type NJ32SF to S36	18.000 EACH		
603.3535 Concrete Barrier Transition Type S36 to S42	19.000 EACH		-
603.3559 Concrete Barrier Transition Type S42 to S56	19.000 EACH		.
603.8000 Concrete Barrier Temporary Precast Delivered	21,846.000 LF		-
603.8125 Concrete Barrier Temporary Precast Installed	22,212.000 LF		
606.0100 Riprap Light	29.000 CY	·	
606.0200 Riprap Medium	120.000 CY	·	
608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	858.000 LF		
608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	309.000 LF		
608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	57.000 LF		
	Concrete Barrier Single-Faced 32-Inch 603.0105 Concrete Barrier Single-Faced 32-Inch 603.1142 Concrete Barrier Type S42 603.1156 Concrete Barrier Type S56 603.1442 Concrete Barrier Type S42C 603.3113 Concrete Barrier Transition Type NJ32SF to S36 603.3535 Concrete Barrier Transition Type S36 to S42 603.3559 Concrete Barrier Transition Type S42 to S56 603.8000 Concrete Barrier Temporary Precast Delivered 603.8125 Concrete Barrier Temporary Precast Installed 606.0100 Riprap Light 606.0200 Riprap Medium 608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch 608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch 608.0318 Storm Sewer Pipe Reinforced Concrete	Description Quantity and Units 603.0105 220.000 Concrete Barrier Single-Faced 32-Inch LF 603.1142 12,980.000 Concrete Barrier Type S42 LF 603.1156 340.000 Concrete Barrier Type S56 LF 603.1442 725.000 Concrete Barrier Type S42C LF 603.3113 18.000 Concrete Barrier Transition Type NJ32SF to S36 EACH 603.3535 19.000 Concrete Barrier Transition Type S36 to S42 EACH 603.3559 19.000 Concrete Barrier Transition Type S42 to S56 EACH 603.8000 21,846.000 Concrete Barrier Temporary Precast Delivered LF 603.8125 22,212.000 Concrete Barrier Temporary Precast Installed LF 606.0100 29.000 Riprap Light CY 606.0200 120.000 Riprap Medium CY 608.0312 858.000 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch LF	Description Quantity and Units







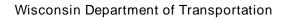
Page 8 of 22

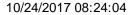
Proposal ID: 20171212010 Project(s): 1060-33-82, 1060-34-79

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0206	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	3,923.000 LF	·	
0208	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	289.000 LF		
0210	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	83.000 LF		·
0212	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	157.000 LF		·
0214	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	69.000 LF		·
0216	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	265.000 LF		
0218	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	3,781.000 LF	·	
0220	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	1,188.000 LF	·	
0222	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	211.000 LF		
0224	611.0430 Reconstructing Inlets	2.000 EACH	·	
0226	611.0530 Manhole Covers Type J	4.000 EACH		
0228	611.0535 Manhole Covers Type J-Special	2.000 EACH		
0230	611.0624 Inlet Covers Type H	14.000 EACH	<u></u>	
0232	611.0642 Inlet Covers Type MS	4.000 EACH		







Page 9 of 22

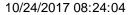
Proposal ID: 20171212010 Project(s): 1060-33-82, 1060-34-79

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0234	611.0654 Inlet Covers Type V	3.000 EACH		
0236	611.1005 Catch Basins 5-FT Diameter	1.000 EACH	·	
0238	611.2004 Manholes 4-FT Diameter	2.000 EACH	·	
0240	611.2005 Manholes 5-FT Diameter	57.000 EACH	·	
0242	611.2006 Manholes 6-FT Diameter	9.000 EACH		
0244	611.3004 Inlets 4-FT Diameter	9.000 EACH		
0246	611.3230 Inlets 2x3-FT	6.000 EACH		
0248	611.3901 Inlets Median 1 Grate	4.000 EACH		
0250	611.8110 Adjusting Manhole Covers	3.000 EACH		
0252	611.8115 Adjusting Inlet Covers	13.000 EACH		
0254	611.9710 Salvaged Inlet Covers	2.000 EACH		
0256	611.9800.S Pipe Grates	4.000 EACH		
0258	612.0206 Pipe Underdrain Unperforated 6-Inch	18.000 LF		
0260	612.0406 Pipe Underdrain Wrapped 6-Inch	230.000 LF		
0262	614.0150 Anchor Assemblies for Steel Plate Beam Guard	4.000 EACH		
0264	614.0396 Guardrail Mow Strip Asphalt	27.000 SY		







Page 10 of 22

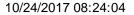
Proposal ID: 20171212010 Project(s): 1060-33-82, 1060-34-79

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0266	614.0905 Crash Cushions Temporary	10.000 EACH		
0268	614.2500 MGS Thrie Beam Transition	285.000 LF		
0270	614.2610 MGS Guardrail Terminal EAT	3.000 EACH		
0272	616.0206 Fence Chain Link 6-FT	162.000 LF		
0274	616.0329 Gates Chain Link (width) 0001. 6-Feet	3.000 EACH		
0276	616.0700.S Fence Safety	300.000 LF		
0278	618.0100 Maintenance And Repair of Haul Roads (project) 0001. 1060-33-82	1.000 EACH	·	
0280	619.1000 Mobilization	1.000 EACH		
0282	623.0200 Dust Control Surface Treatment	186,000.000 SY		
0284	624.0100 Water	339.000 MGAL		
0286	625.0500 Salvaged Topsoil	170.000 SY		
0288	627.0200 Mulching	170.000 SY		
0290	628.1104 Erosion Bales	52.000 EACH		
0292	628.1504 Silt Fence	5,880.000 LF		·
0294	628.1520 Silt Fence Maintenance	5,880.000 LF		
0296	628.1905 Mobilizations Erosion Control	8.000 EACH		





Page 11 of 22



Proposal Schedule of Items

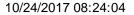
Proposal ID: 20171212010 Project(s): 1060-33-82, 1060-34-79

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0298	628.1910 Mobilizations Emergency Erosion Control	10.000 EACH	·	
0300	628.2004 Erosion Mat Class I Type B	24,469.000 SY	·	
0302	628.2006 Erosion Mat Urban Class I Type A	22,881.000 SY		
0304	628.2008 Erosion Mat Urban Class I Type B	30,476.000 SY		
0306	628.2023 Erosion Mat Class II Type B	6,250.000 SY		
0308	628.6510 Soil Stabilizer Type B	4.000 ACRE	<u></u>	<u></u>
0310	628.7005 Inlet Protection Type A	70.000 EACH		
0312	628.7010 Inlet Protection Type B	11.000 EACH		
0314	628.7015 Inlet Protection Type C	39.000 EACH		
0316	628.7020 Inlet Protection Type D	259.000 EACH		
0318	628.7504 Temporary Ditch Checks	315.000 LF		
0320	628.7515.S Stone or Rock Ditch Checks	53.000 CY		
0322	628.7555 Culvert Pipe Checks	8.000 EACH		
0324	628.7570 Rock Bags	88.000 EACH		
0326	629.0210 Fertilizer Type B	52.100 CWT	<u> </u>	
0328	630.0120 Seeding Mixture No. 20	1,400.000 LB	<u></u>	
0330	630.0200 Seeding Temporary	2,181.000 LB		







Page 12 of 22

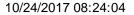
Proposal ID: 20171212010 Project(s): 1060-33-82, 1060-34-79

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0332	631.0300 Sod Water	44.000 MGAL		
0334	631.1000 Sod Lawn	2,243.000 SY		
0336	631.1100 Sod Erosion Control	14.000 SY		
0338	633.5200 Markers Culvert End	21.000 EACH		
0340	634.0618 Posts Wood 4x6-Inch X 18-FT	15.000 EACH		
0342	634.0622 Posts Wood 4x6-Inch X 22-FT	12.000 EACH		
0344	634.0818 Posts Tubular Steel 2x2-Inch X 18-FT	13.000 EACH		
0346	635.0200 Sign Supports Structural Steel HS	4,400.000 LB		
0348	635.0300 Sign Supports Replacing Base Connection Bolts	2.000 EACH		
0350	636.0100 Sign Supports Concrete Masonry **P**	179.400 CY		
0352	636.0500 Sign Supports Steel Reinforcement	432.000 LB		
0354	636.1500 Sign Supports Steel Coated Reinforcement HS **P**	23,200.000 LB		·
0356	637.1220 Signs Type I Reflective SH	1,706.500 SF		
0358	637.2210 Signs Type II Reflective H	284.340 SF		
0360	637.2230 Signs Type II Reflective F	49.500 SF		
0362	638.2101 Moving Signs Type I	5.000 EACH		







Page 13 of 22

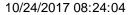
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Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0364	638.2102 Moving Signs Type II	35.000 EACH		
0366	638.2601 Removing Signs Type I	8.000 EACH		
0368	638.2602 Removing Signs Type II	25.000 EACH		
0370	638.3000 Removing Small Sign Supports	42.000 EACH		
0372	638.3100 Removing Structural Steel Sign Supports	12.000 EACH		
0374	641.6600 Sign Bridge (structure) 0001. S-67-317	LS	LUMP SUM	
0376	641.6600 Sign Bridge (structure) 0002. S-67-318	LS	LUMP SUM	
0378	641.6600 Sign Bridge (structure) 0003. S-67-418	LS	LUMP SUM	
0380	643.0100 Traffic Control (project) 0001. 1060-33- 82	1.000 EACH		
0382	643.0100 Traffic Control (project) 0002. 1060-34- 79	1.000 EACH		
0384	643.0300 Traffic Control Drums	73,232.000 DAY		
0386	643.0410 Traffic Control Barricades Type II	2,403.000 DAY		
0388	643.0420 Traffic Control Barricades Type III	9,660.000 DAY		
0390	643.0705 Traffic Control Warning Lights Type A	24,936.000 DAY		
0392	643.0715 Traffic Control Warning Lights Type C	27,336.000 DAY		
0394	643.0800 Traffic Control Arrow Boards	1,440.000 DAY	·	







Page 14 of 22

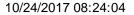
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Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0396	643.0900 Traffic Control Signs	36,180.000 DAY		
0398	643.0910 Traffic Control Covering Signs Type I	34.000 EACH		
0400	643.0920 Traffic Control Covering Signs Type II	90.000 EACH		
0402	643.1050 Traffic Control Signs PCMS	242.000 DAY		
0404	643.1055.S Truck or Trailer Mounted Attenuator	50.000 DAY		
0406	643.2000 Traffic Control Detour (project) 0001. 1060-33-82	1.000 EACH		·
0408	643.2000 Traffic Control Detour (project) 0002. 1060-34-79	1.000 EACH		
0410	643.3000 Traffic Control Detour Signs	25,790.000 DAY		
0412	644.1420.S Temporary Pedestrian Surface Plywood	951.000 SF	·	
0414	644.1601.S Temporary Curb Ramp	10.000 EACH		
0416	645.0130 Geotextile Type R	110.000 SY		
0418	645.0140 Geotextile Type SAS	205.000 SY		
0420	646.0106 Pavement Marking Epoxy 4-Inch	21,844.000 LF		
0422	646.0126 Pavement Marking Epoxy 8-Inch	4,899.000 LF	<u> </u>	
0424	646.0600 Removing Pavement Markings	88,096.000 LF		
0426	646.0841.S Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch	50,410.000 LF		·







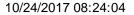
Page 15 of 22

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0428	646.0843.S Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch	86.000 LF		·
0430	646.0844.S Pavement Marking Grooved Contrast Wet Reflective Epoxy 8-Inch	58.000 LF		·
0432	646.2304.S Pavement Marking Grooved Wet Reflective Epoxy 4-Inch	35,707.000 LF		
0434	647.0166 Pavement Marking Arrows Epoxy Type 2	13.000 EACH		
0436	647.0356 Pavement Marking Words Epoxy	10.000 EACH		
0438	647.0456 Pavement Marking Curb Epoxy	321.000 LF		
0440	647.0526 Pavement Marking Yield Line Symbols Epoxy 18-Inch	6.000 EACH		
0442	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	267.000 LF		
0444	647.0606 Pavement Marking Island Nose Epoxy	5.000 EACH	·	
0446	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	6,906.000 LF		
0448	647.0746 Pavement Marking Diagonal Epoxy 24-Inch	200.000 LF		<u></u>
0450	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	377.000 LF		·
0452	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	2,102.000 LF		·
0454	649.0402 Temporary Pavement Marking Paint 4-Inch	10,248.000 LF		







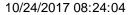
Page 16 of 22

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0456	649.0403 Temporary Pavement Marking Epoxy 4- Inch	77,848.000 LF		
0458	649.0801 Temporary Pavement Marking Removable Tape 8-Inch	3,060.000 LF		<u> </u>
0460	649.1200 Temporary Pavement Marking Stop Line Removable Tape 18-Inch	160.000 LF	·	·
0462	649.2100 Temporary Raised Pavement Markers Type I	176.000 EACH		
0464	652.0125 Conduit Rigid Metallic 2-Inch	65.000 LF		·
0466	652.0135 Conduit Rigid Metallic 3-Inch	1,495.000 LF	·	
0468	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,095.000 LF		
0470	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	290.000 LF		
0472	652.0605 Conduit Special 2-Inch	490.000 LF	·	
0474	652.0700.S Install Conduit into Existing Item	3.000 EACH	·	<u></u> _
0476	653.0140 Pull Boxes Steel 24x42-Inch	10.000 EACH		
0478	653.0905 Removing Pull Boxes	17.000 EACH	·	<u></u> _
0480	654.0105 Concrete Bases Type 5	1.000 EACH		
0482	655.0510 Electrical Wire Traffic Signals 12 AWG	11,720.000 LF	·	
0484	655.0525 Electrical Wire Traffic Signals 6 AWG	2,850.000 LF		





Page 17 of 22



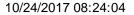
Proposal Schedule of Items

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0486	655.0620 Electrical Wire Lighting 8 AWG	978.000 LF		
0488	655.0635 Electrical Wire Lighting 2 AWG	2,934.000 LF		
0490	656.0200 Electrical Service Meter Breaker Pedestal (location) 2001. MBCCTV670005	LS	LUMP SUM	
0492	656.0500 Electrical Service Breaker Disconnect Box (location) 2001. CCTV670005	LS	LUMP SUM	
0494	656.0500 Electrical Service Breaker Disconnect Box (location) 2002. SDS670030	LS	LUMP SUM	<u></u>
0496	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	1.000 EACH	·	
0498	657.0322 Poles Type 5-Aluminum	1.000 EACH	<u> </u>	·
0500	659.1125 Luminaires Utility LED C	40.000 EACH	<u> </u>	
0502	659.1130 Luminaires Utility LED D	101.000 EACH		
0504	670.0100 Field System Integrator	LS	LUMP SUM	
0506	670.0200 ITS Documentation	LS	LUMP SUM	
0508	671.0132 Conduit HDPE 3-Duct 2-Inch	8,320.000 LF	<u></u>	
0510	671.0232 Conduit HDPE Directional Bore 3-Duct 2-Inch	550.000 LF	·	
0512	672.0250 Base Camera Pole 50-FT	1.000 EACH		
0514	673.0105 Communication Vault Type 1	9.000 EACH		·







Page 18 of 22

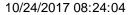
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Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0516	673.0225.S Install Pole Mounted Cabinet	2.000 EACH		
0518	674.0300 Remove Cable	1,620.000 LF		
0520	675.0300 Install Mounted Controller Microwave Detector Assembly	4.000 EACH		
0522	675.0400.S Install Ethernet Switch	2.000 EACH		
0524	677.0150 Install Camera Pole 50-FT	1.000 EACH		
0526	677.0200 Install Camera Assembly	1.000 EACH		
0528	677.9051.S Removing 50-FT Camera Pole	1.000 EACH		·
0530	677.9200.S Removing CCTV Camera	1.000 EACH		·
0532	678.0006 Install Fiber Optic Cable Outdoor Plant 6- CT	600.000 LF		<u></u>
0534	678.0072 Install Fiber Optic Cable Outdoor Plant 72-CT	12,855.000 LF		
0536	678.0100.S Install Overhead Freeway DMS Full Matrix	1.000 EACH		
0538	678.0300 Fiber Optic Splice	84.000 EACH		
0540	678.0400 Fiber Optic Termination	90.000 EACH		
0542	678.0500 Communication System Testing	LS	LUMP SUM	
0544	690.0150 Sawing Asphalt	295.000 LF		
0546	690.0250 Sawing Concrete	17,814.000 LF		





Page 19 of 22



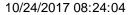
Proposal Schedule of Items

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0548	715.0502 Incentive Strength Concrete Structures	7,730.000 DOL	1.00000	7,730.00
0550	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	4,800.000 HRS	5.00000	24,000.00
0552	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	9,000.000 HRS	5.00000	45,000.00
0554	SPV.0035 Special 8001. Backfill Slurry	5,161.000 CY		
0556	SPV.0045 Special 0001. Portable Speed Trailer	400.000 DAY		·
0558	SPV.0060 Special 0001. Concrete Barrier Type S42 End Anchor	3.000 EACH		
0560	SPV.0060 Special 0002. Traffic Control Full Freeway Closure	16.000 EACH		
0562	SPV.0060 Special 0003. Traffic Control Close-Open Freeway Entrance Ramp	108.000 EACH		
0564	SPV.0060 Special 0004. Traffic Control Interim Freeway Lane Closure	180.000 EACH		
0566	SPV.0060 Special 0006. Traffic Control Close-Open Freeway to Freeway System Ramp	16.000 EACH	·	·
0568	SPV.0060 Special 0007. Traffic Control Local Road Lane Closures	6.000 EACH		·
0570	SPV.0060 Special 1001. Lamp Disposal High Intensity Discharge	141.000 EACH		
0572	SPV.0060 Special 1002. Lighting Units Salvaged	2.000 EACH		
0574	SPV.0060 Special 1003. Poles Wood 60-FT	2.000 EACH	·	





Page 20 of 22



Proposal Schedule of Items

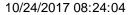
Proposal ID: 20171212010 Project(s): 1060-33-82, 1060-34-79

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0576	SPV.0060 Special 2006. Salvage Hardwired HAR Sign Flasher Assembly	1.000 EACH		·
0578	SPV.0060 Special 2007. Install Salvaged Hardwired HAR Sign Flasher Assembly	1.000 EACH		·
0580	SPV.0060 Special 2008. Refocus Vehicle detector Assembly	6.000 EACH		
0582	SPV.0060 Special 2009. Ground Rod	2.000 EACH		
0584	SPV.0060 Special 4000. Removing Old Sign Structure S-67-402	1.000 EACH		
0586	SPV.0060 Special 5000. Adjusting Water Valve	2.000 EACH		
0588	SPV.0060 Special 5001. Reconstruct Water Manhole	1.000 EACH		
0590	SPV.0060 Special 8015. Pipe Connection To Existing Structure	6.000 EACH	·	
0592	SPV.0060 Special 8050. Inlet Covers Type 27-M	61.000 EACH		
0594	SPV.0075 Special 0001. Pavement Cleanup Project 1060-34-79	80.000 HRS		
0596	SPV.0075 Special 0002. Pavement Cleanup Project 1060-33-82	1,000.000 HRS	·	
0598	SPV.0075 Special 4000. Obstructions Sign Supports Concrete Masonry	9.000 HRS		
0600	SPV.0090 Special 0001. Joint Repair	200.000 LF		
0602	SPV.0090 Special 0002. Pipe Underdrain 6-Inch Special	15,670.000 LF	·	





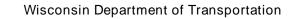


Page 21 of 22

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0604	SPV.0090 Special 0301. Heavy Duty Silt Fence	65.000 LF		
0606	SPV.0090 Special 1001. Conduit Flexible Metallic 3-Inch	120.000 LF		
0608	SPV.0090 Special 1002. Cable In Duct 3-2 AWG, 1-8 AWG	1,635.000 LF		
0610	SPV.0090 Special 1003. Cable Aerial Aluminum 2 AWG Quadruplex	250.000 LF		
0612	SPV.0090 Special 4001. Fence Decorative Bridge B-67-344 **P**	596.000 LF		
0614	SPV.0105 Special 0001. Survey Project 1060-34-79	LS	LUMP SUM	
0616	SPV.0105 Special 0002. Survey Project 1060-33-82	LS	LUMP SUM	
0618	SPV.0105 Special 0003. Remove, Salvage, and Reinstall Federal Signal Siren	LS	LUMP SUM	
0620	SPV.0105 Special 1001. Maintenance of Lighting Systems	LS	LUMP SUM	
0622	SPV.0105 Special 1002. Lighting System Integrator	LS	LUMP SUM	
0624	SPV.0105 Special 1003. Lighting System Survey	LS	LUMP SUM	
0626	SPV.0105 Special 4000. Remove and Relocate Existing Sign Bridge S-67-315	LS	LUMP SUM	
0628	SPV.0135 Special 0001. Vibration Monitoring	10.000 MON	·	
0630	SPV.0180 Special 0001. Topsoil Special	79,658.000 SY	·	
0632	SPV.0180 Special 0002. Epoxy Resin Binder	500.000 SY		



10/24/2017 08:24:04

Page 22 of 22



Proposal Schedule of Items

Proposal ID: 20171212010 Project(s): 1060-33-82, 1060-34-79

Federal ID(s): WISC 2018029, N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0634	SPV.0180	515.000		
	Special 0003. Slope Paving Crushed Aggregate Special	SY	·	·
0636	SPV.0195	408.000		
	Special 0001. Excavation, Hauling, and Disposal of Creosote Contaminated Soil	TON	·	
	Section: 00	001	Total:	·
			Total Bid:	

PLEASE ATTACH SCHEDULE OF ITEMS HERE