

# HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation  
06/2017 s.66.0901(7) Wis. Stats

Proposal Number: **003**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Milwaukee	1000-13-70	N/A	Se Region - Milwaukee County; Hwy Lighting 2018	VAR HWY

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: \$75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: June 12, 2018 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time 90 Working Days	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal 0%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date \_\_\_\_\_

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

\_\_\_\_\_  
(Bidder Signature)

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

\_\_\_\_\_  
(Print or Type Bidder Name)

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Bidder Title)

Notary Seal

Type of Work: Lighting Maintenance	For Department Use Only
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

- (1) Obtain bidding proposals as specified in [section 102](#) of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
  1. Electronic bid on the internet.
  2. Electronic bid on a printout with accompanying diskette or CD ROM.
  3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.

- (3) The department will provide bidding information through the department's web site at:  
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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

- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the [www.bidx.com](http://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.

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express<sup>TM</sup> 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<sup>TM</sup> 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<sup>TM</sup> web site to assure that the schedule of items is prepared properly.

- (2) Staple an 8 1/2 by 11 inch printout of the Expedite<sup>TM</sup> generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite<sup>TM</sup> generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder**

**Name**

**BN00**

**Proposals: 1, 12, 14, & 22**

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite<sup>TM</sup> generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

- (5) In addition to the reasons specified in [section 102](#) of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the Expedite<sup>TM</sup> generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite<sup>TM</sup> generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
  3. The diskette or CD ROM is not submitted at the time and place the department designates.

### **C Waiver of Electronic Submittal**

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

# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

## NOTARY FOR PRINCIPAL

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

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

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

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

\_\_\_\_\_  
(Date Commission Expires)

**Notary Seal**

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

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

## NOTARY FOR SURETY

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

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

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

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

\_\_\_\_\_  
(Date Commission Expires)

**Notary Seal**

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





# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

\_\_\_\_\_  
(Signature of Authorized Contractor Representative)

\_\_\_\_\_  
(Date)



## March 2010

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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

## Special Provisions

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## SPECIAL PROVISIONS

### 1. General.

Perform the work under this construction contract for Project 1000-13-70, SE Region Milwaukee County, Highway Lighting 2018, Various Highways; in Milwaukee County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2018 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 (20171130)

### 2. Scope of Work.

The work under this contract shall consist of luminaire retrofitting, maintenance/replacement, highway lighting distribution center preventive maintenance, undistributed lighting repairs, traffic control and related work 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.

Prior to the preconstruction conference, submit in writing to the engineer for approval the proposed general schedule of operations (requirements of submitting day-to-day scheduling are shown below), consistent with the working days provided in this contract. Deploy sufficient forces (equipment and workers) to accomplish the required work within the allotted time.

Comply with all local ordinances that apply to contract operations, including those that pertain to nighttime work. Furnish to the engineer any ordinance variation by the municipality or required permits, before performing such work.

A week in advance, provide to the engineer a schedule of day-to-day operations by location. Adhere to this schedule unless the engineer agrees in advance to a change. The department reserves the right to alter the sequence of luminaire maintenance operations for reasons of directing the contractor to areas of greatest priority, as determined by the engineer. In these cases, the contractor will be allowed two calendar weeks to respond to the priorities given to him.

The engineer may suspend operations in the event of a hazardous situation.

An erosion control implementation plan (ECIP) shall be submitted to the appropriate WisDOT and WisDNR offices at least 14 days prior to the preconstruction conference. Erosion control shall be incidental to any and all applicable items in this project, which could include, but not necessarily be limited to, items that involve ground disturbance.

#### **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 may not have been observed on this project, but conditions to support the species exist. 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).

If additional construction activities beyond what was originally specified are required to complete the work, approval from the engineer, following coordination with WisDOT REC, is required prior to initiating these activities.



#### 4. Traffic.

Work on the traveled way, shoulders, and within the clear zones, or any work requiring workers and equipment to access the sites from the main line, will be allowed only during the hours and under the restrictions of the articles to follow. Perform all such work using short-term closures only, with no full-time traffic control set up. Do not store any equipment or materials within the clear zones past the time that a short-term closure expires.

The engineer may grant exceptions on a case-by-case basis. Under these cases, additional traffic control measures may be required, as directed by the engineer, for no increase in compensation.

The contractor is advised that his request for lane, ramp or shoulder closures, or his request for moving operations, may be denied on the basis of scheduled work (by the same contractor and/or by others) in the same or adjacent segments, or a conflict between inside lane and outside lane work in the same segment, or for other reasons such as unusual traffic patterns, special events, or bad weather.

Do not close two consecutive on or off ramps at the same time, whether through this contract or in conjunction with work by others.

Post any service ramp closure a minimum of three business days in advance.

Post any system ramp closure a minimum of seven calendar days in advance.

To the extent possible, work median lighting in the direction approaching, not departing from, major interchanges such as the Zoo, Stadium, and Mitchell Interchanges.

Installing and removing median light poles will require:

- One lane closure, and one shoulder closure (in the opposite direction), where median shoulders exist.
- Double lane closure, and single lane closure (in the opposite direction), where there are no median shoulders.

Work outside of the clear zones that can be performed by workers and equipment accessing the site from the property side is not restricted by the hours in the articles labeled Traffic Operations.

Work vehicles shall yield to moving traffic, and shall enter and leave live lanes moving only in the direction of traffic.

#### Wisconsin Lane Closure System Advance Notification

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

**Table 108-1CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION**

<b>Closure type with height, weight, or width restrictions (available width, all lanes in one direction &lt;16')</b>	<b>MINIMUM NOTIFICATION</b>
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days

<b>Closure type without height, weight, or width restrictions (available width, all lanes in one direction <math>\geq 16'</math>)</b>	<b>MINIMUM NOTIFICATION</b>
Lane and shoulder closures	3 business days
Ramp closures	3 business days
Modifying all closure types	3 business days

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date.

stp-108-057 (20161130)

## 5. Traffic Operation.

This article covers any operation that will close a freeway lane, a freeway off-ramp, a freeway on-ramp, or a system-to-system ramp, for any amount of time.

Maintain all lanes in all directions and ensure that roadways are entirely clear for traffic during peak hours. A single shoulder closure is allowed between 9:00 AM and 3:00 PM, except on I-43 from Bender Road to County Line Road. A single lane closure is allowed during off-peak hours. During night time hours, maintain a minimum of one lane in each direction of the roadway.

Peak, off peak, and night time closure hours are as follows:

### Milwaukee County

#### **Weekday Peak Hours**

- 5:30 AM – 9:00 AM Monday, Tuesday, Wednesday, Thursday, and Friday
- 2:00 PM – 7:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday
- 5:30 AM – 7:00 PM I-43 from Bender Road to County Line Road; Monday, Tuesday, Wednesday, Thursday, and Friday

#### **Weekend Peak Hours**

- 11:00 AM – 7:00 PM I-43 southbound from County Line Road to Bender road; Saturday, Sunday

#### **Weekday Midday Hours**

- 9:00 AM – 2:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday

#### **Weekday Off-Peak Hours**

- 7:00 PM – 11:00 PM Monday, Tuesday, Wednesday, Thursday, Friday

#### **Weekend Peak Hours**

- 11:00 AM – 7:00 PM Saturday and Sunday

#### **Weekend Off-Peak Hours**

- 7:00 AM – 11:00 AM Saturday, Sunday
- 7:00 PM – 11:00 PM Saturday
- 7:00 PM – 11:00 PM Sunday

### **Night Time Hours**

- 11:00 PM – 5:30 AM Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM
- 11:00 PM – 7:00 AM Friday PM to Saturday AM, Saturday PM to Sunday AM

### **Full Freeway Closure/ Full System Ramp Closure Hours**

- 11:00 PM – 4:30 AM Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM
- 11:00 PM – 6:00 AM Friday PM to Saturday AM, Saturday PM to Sunday AM

### **Waukesha County**

#### **Peak Hours**

- 5:30 AM – 9:00 AM Monday, Tuesday, Wednesday, Thursday, and Friday
- 2:00 PM – 7:00 PM Monday, Tuesday, Wednesday, and Thursday
- 10:00 AM – 5:00 PM Saturday

#### **Off-Peak Hours**

- 9:00 AM – 2:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday
- 7:00 PM – 10:00 PM Monday, Tuesday, Wednesday, Thursday
- 9:00 PM – 11:00 PM Friday
- 7:00 AM – 10:00 AM Saturday and Sunday
- 5:00 PM – 10:00 PM Saturday
- 7:00 PM – 9:00 PM Sunday

#### **Night Time Hours**

- 10:00 PM – 5:30 AM Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM
- 11:00 PM – 7:00 AM Friday PM to Saturday AM, Saturday PM to Sunday AM

For all single lane closures on two-lane freeway segments, all two lane closures on three-lane freeway segments, or all ramp closures provide and deploy a portable changeable message sign (PCMS), 2.0 miles in advance of the lane closure.

## **6. Short-Term Shoulder Work or Short Term Sequential Moving Operations.**

A single shoulder closure is allowed between 9:00 AM and 2:00 PM.

Shoulder work generally means the parking of vehicles and equipment on the shoulders for short-term operations such as unloading materials or work equipment, or work off the shoulder within the clear zone.

Sequential moving operations include luminaire maintenance, on segments where these operations can be accomplished without lane closures, off-ramp closures, or system-to-system ramp closures.

A sequential moving operation means moving in the direction of traffic along a paved shoulder and setting up equipment and outriggers beyond the traveled way. Brief entrances onto the traveled way, such as moving in the direction of traffic from light pole to light pole via the traveled lanes where necessary, will be allowed.

Only vehicles directly involved in the work may be allowed on the freeways under the time envelopes granted under this article. Personal vehicles of contractor personnel will be prohibited.

A truck-mounted attenuator, paid separately, shall trail sequential moving operations. Shoulder work may require a truck-mounted attenuator, paid separately, as directed by the engineer based on his judgment of the geometrics and traffic conditions of the given segment.

## **7. Holiday Work Restrictions and Special Event Work Restrictions.**

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

- From noon, Friday, May 25, 2018 until 6:00 AM Tuesday, May 29, 2018 for Memorial Day;
- From noon, Tuesday, July 3, 2018 until 6:00 AM Thursday, July 5, 2018 for Independence Day;
- From noon, Friday, August 31, 2018 until noon, Tuesday, September 4, 2018 for Labor Day;
- From 12:01 AM Wednesday, November 21, 2018 until 6:00 AM Monday, November 26, 2018 for Deer Hunting Season and Thanksgiving;
- From 12:01 AM Friday December 14, 2018 until 6:00 AM Wednesday, January 2, 2019 for Christmas and New Year's Day;
- Sundays except where night/ weekend work is specifically required.

In Milwaukee County, the following restrictions shall apply.

- For Milwaukee Brewer home games, no lane, shoulder, or ramp closures will be permitted three hours prior to start of game until two hours after completion.
- For Wisconsin Badger Football games at Camp Randall, no lane closure are permitted on westbound IH-94 from four hours prior to the kickoff, and no lane closures are permitted on eastbound IH-94 from the time the game ends until four hours following.
- During Summerfest, no lane, shoulder or ramp closure will be permitted.
- During Wisconsin State Fair, no lane, shoulder or ramp closure will be permitted.

## **8. Utilities.**

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

There are no known utility facilities that would conflict with construction operations. Should a conflict arise, coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities which have facilities in the area as required per statutes.

## **9. Work by Others.**

Conflicts between work required under this contract, and work by others, will be resolved on a priority basis by the engineer in consultation with the Statewide Traffic Operations Center. Work by others will include routine maintenance and scheduled construction projects on various highways.

## **10. Railroad Insurance and Coordination - Soo Line Railroad Company (CP).**

### **A Description**

Comply with standard spec 107.17 for all work affecting Soo Line Railroad Company (CP) property and any existing tracks.

### **A.1 Railroad Insurance Requirements**

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

Notify evidence of the required coverage, and duration to Jim Krieger, Manager Public Works; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4555; E-mail: [jim\\_krieger@cpr.ca](mailto:jim_krieger@cpr.ca).

Also send a copy to the following: Paul Derksen, SE Region Railroad Coordinator; 141 N. W. Barstow Street, Waukesha, WI 53188; Telephone (262) 548-8770; E-mail: [paul.derksen@dot.wi.gov](mailto:paul.derksen@dot.wi.gov).

Include the following information on the insurance document:

- Project ID: 1000-13-70
- Project Location: Milwaukee WI
- Route Name: I94 Milwaukee County
- Work Performed: Highway lighting replacement

#	Route Name	City/County	Crossing ID	RR Subdivision	RR Milepost
1	I94	Milwaukee, Milwaukee Co	387976S	C&M	80.25
2	I94	Milwaukee, Milwaukee Co	386511C	Watertown	87.83

## A.2 Train Operation

#	Passenger Train Volume	Passenger Train Speed	Freight Train Volume	Freight Train Speed	Frequency	Switch Train Comment*
1	16	79	36	70	Daily	There are switch trains in addition to through trains
2	2	60	20	40	Daily	There are switch trains in addition to through trains

\* Switch trains are in addition to freight and passenger trains.

## A.3 Names and Addresses of Railroad Representatives for Consultation and Coordination

### Construction Contact

Jim Krieger, Manager Public Works; Canadian Pacific Plaza, 120 South 6<sup>th</sup> Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4555; E-mail [jim.krieger@cpr.ca](mailto:jim.krieger@cpr.ca) for consultation on railroad requirements during construction.

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

### Flagging Contact

Dave LeClaire, Supervisor of Public Works; Canadian Pacific Plaza, 120 South 6<sup>th</sup> Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4556; E-mail [dave.leclaire@cpr.ca](mailto:dave.leclaire@cpr.ca). Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

\* Contact Soo Line (CP) prior to letting for flagman work hour availability.

### Cable Locate Contact

In addition to contacting Diggers Hotline, contact CP Call Before You Dig line at (866) 291-0741, five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

Soo Line (CP) will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

#### **A.4 Work by Railroad**

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

#### **A.5 Temporary Grade Crossing**

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 at least 40 days prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

stp-107-026 (20170615)

### **11. Erosion Control.**

The contractor shall prepare and submit an erosion control implementation plan (ECIP) for the project including borrow sites, material disposal sites, dust control, and dewatering according to Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan shall identify how the contractor intends to implement the project's erosion control plan.

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide one copy of the ECIP to WisDOT and 1 copy of the ECIP to the WDNR Liaison, Ms. Kristina Betzold 2300 N Martin Luther King Dr, Milwaukee, WI 53212. Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Re-topsoil of graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 calendar days after placement of topsoil. If graded areas are left exposed for more than 14 calendar days, seed those areas with temporary seed and mulch.

When performing roadway cleaning operations, the contractor shall use equipment having vacuum or water spray mechanism to eliminate the dispersion of dust. If vacuum equipment is employed, it shall have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

Stockpile excess material or spoils on upland areas away from wetlands, floodplains and waterways. Stockpiled soil shall be protected against erosion. If stockpiled material is left for more than 14 calendar days, seed the stockpile with temporary seed and mulch.

Erosion control BMP's are at suggested locations. The actual locations will be determined by the contractors ECIP and by the engineer. Erosion Control BMP's shall be maintained until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

Erosion control shall be incidental to any and all applicable items in this project, which could include, but not necessarily be limited to, items that involve ground disturbance.

### **12. Personnel Qualifications.**

*Append standard spec 651.3(2) with the following language:*

Each luminaire maintenance crew shall include at least one person stated as qualified to perform electrical work per standard spec 651.3(1).

### **13. Group Luminaire Maintenance Quantities.**

Group luminaire maintenance quantities are based on nominal mounting heights typical for the type of pole. Actual mounting heights vary, along with other conditions that will reflect in the labor and equipment costs. These pay items cannot possibly take into account the range of conditions in the field. The contractor shall prepare his estimate accordingly.

The plan quantities of luminaires are approximate. The engineer may delete reasonable quantities of luminaires that have been serviced by others in the months leading up to the start of work. The engineer may add reasonable quantities of work, provided that the increased work will not materially affect the contractor's expenses in traffic control, down time, or travel expenses. For the purposes of standard spec 104.2.2.4, all the Luminaire Maintenance items taken as an aggregate shall be considered a major item.

Due to changing department practice, 100-watt, 200-watt, and 310-watt utility luminaires are being changed out in favor of 150-watt, 250-watt, and 400-watt luminaires respectively. Changes in the field are not necessarily reflected in records that will be conveyed to the contractor. Contractor is directed to stock extra 150-watt, 250-watt, and 400-watt lamps, compared to plan quantities, and he will be directed to read the NEMA lamp label at each location. Payment will be made on the basis of the lamp sized actually used.

#### **14. Roadway Lighting Systems.**

*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 specs mentioned as follows 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 transported 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, (414) 266-1170.
2. Milwaukee County Grounds, 10191 West Watertown Plank Road, Wauwatosa, as directed by Mr. Pat Stoetzel, (414) 750-5306.

Arrange pickups and deliveries a minimum 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 and will not employ a load dispatcher. 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 account for these costs in the various paid items for removals and installations.

Replace all existing slotted junction box cover screws with stainless hex head cover screws at each location where it is required to open the cover of an existing lighting junction box. The stainless hex head cover screw is incidental to the contract.

*Add the following to standard spec 651.5:*

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

Work to disconnect and connect electrical system, splice through, or to connect conductors is incidental to the installation or removal of the freeway lighting pay items included in this contract.

The department will not measure and pay conductors or conduits that have been abandoned in place or removed for scrap unless covered in the contract bid items. The department will allow, at the contractor's discretion, for the salvaging of conductors to be abandoned.

*Add the following to standard spec 652.3.1:*

Install minimum 3-inch diameter PVC conduit elbows in a ground mounted concrete bases to accommodate Cable in Duct (CID) type cable.

*Add the following to standard spec 652.3.1.2:*

Furnish and install an UL-listed liquid tight flexible metallic conduit transition wherever a conduit exits from below grade.

Furnish a UL-listed fitting appropriate for the purpose at each transition from one type of conduit to another type. Couplings will not be individually measured for payment.

*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 shown on the plans and not anticipated on this project. 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 nipped and contractor shall install galvanized rat screen enclosing the bottom of pole area; extra nuts and screen are incidental to the contract.

*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 10 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](mailto:eric.perea@dot.wi.gov) or (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.

High mast tower luminaires shall be 1000 Watts, High Pressure Sodium, M-C-II type distribution or LED equivalent.

*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 shall 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.

SER-659.1 (20170407) ELEC

**15. Inspection.**

Inspection of existing light poles that is required and is incidental to paid items under this contract does not transfer responsibility for their condition from the department to the contractor. The contractor will not be held responsible for the condition of any existing light pole or associated installation, or for the consequences of a failure.

**16. Luminaires Utility LED.**

*Add the following to standard spec 659.3.3:*

LED A will replace 100 – 150 watt HPS at roundabouts only

LED C will replace 100 – 250 watt HPS on freeway/ interstate, signals, and ramps

LED C will replace 250 watt HPS at roundabouts

LED D will replace 310 – 400 watt HPS at all locations

**17. Removing Luminaires, Item 204.9060.S.1001.**

**A Description**

This special provision describes removing existing luminaires and lamps from light poles or bridge decks as shown on the plans, according to the pertinent provisions of standard spec 204, and as hereinafter provided. Light poles or bridge deck shall remain in service.

**B Material**

Removed luminaires and lamps become the property of the contractor and shall be disposed off the project site. Lamps, which are considered a hazardous material, shall be disposed of an environmentally sound manner.

**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

SER-204.11 (20171021)

**18. Traffic Control.**

*Append standard spec 643 as follows:*

**Aerial Service Vehicles**

Equip lift trucks and similar electrical construction vehicles with two or more high-intensity yellow rotating beacons clearly visible to the rear and sides, but not to the front of the vehicle (exception: surface highways with traffic approaching the truck from the front). Mount these beacons as high on the truck as possible. In lieu of rotating beams, the contractor may, subject to the approval of the engineer, used fixed flashing beams of equivalent visual impact as the rotating beams.

## **Channelization Devices**

For daytime work only, the contractor may use 36-inch traffic cones of fluorescent orange color instead of traffic control drums. Such cones shall have a weighted base designed and manufactured specifically for the cones furnished. Cones will not be measured for payment, but shall be considered an incidental item paid as electrical or traffic control work.

### **19. Truck or Trailer-Mounted Attenuator, Item 643.1055.S.**

#### **A Description**

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

#### **B Materials**

Furnish and maintain a TMA conforming to NCHRP Report 350 test level 3 or to MASH crashworthiness criteria. Submit written certification from the manufacturer that the host vehicle/attenuator configuration provided conforms to crashworthiness criteria. Include the federal-aid reimbursement eligibility letter with that submittal.

Provide a host vehicle and mount the attenuator conforming to the attenuator manufacturer's specifications. Provide the engineer a copy of the manufacturer's specifications and installation instructions.

#### **C Construction**

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

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

#### **D Measurement**

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

#### **E Payment**

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

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

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

643-015 (20140630)

### **20. Distribution Center Preventive Maintenance, Item SPV.0060.1001.**

#### **A Description**

This special provision describes maintaining lighting cabinets and the site, including inspecting, cleaning, testing, adjusting, and keeping records. Major repairs or component replacement will not be included.

#### **B Materials**

Furnish materials such as primer, paint, lubrication, anti-seize, electrical cleaning solvents, incandescent lamps, warning decals, small parts, and connectors. All items shall be suitable for electrical maintenance, as approved by the engineer. The department will furnish padlocks and WisDOT decals.

## C Construction

Perform the following tasks:

- Apply department-furnished WisDOT decals as needed to cabinets and to remote meters.
- Apply standard ANSI voltage warning decals (text varies by location; in most cases, "Warning 480 Volts") where needed to cabinets and to remote meters. These will be measured separately as Plaques Sequence Identification, generally 2 units per cabinet.
- Apply cabinet plaques where needed. These will be measured separately as Plaques Sequence Identification, generally 2 or 3 units per cabinet. Engineer to supply text.
- Spot prime and spot paint inside and out as needed, in colors to match the existing surfaces.
- Test the photo control circuit and other 120 VAC apparatus for proper function.
- Replace the incandescent lamp as necessary.
- Inspect all electrical components, including conductors. Inform the engineer of all reportable conditions.
- Tighten and otherwise make good all electrical connections, including grounding connections.
- Remove debris, animal nests, the accumulation of dirt, etc., from inside and near the 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, We Energies transformer (hot stick side) and the first pull box off the cabinet.
- Inspect the fence gate and its padlocks. Trim saplings that interfere with gate function.
- Wipe the photocell clean.
- In general, short of replacing any component or making any repair beyond these requirements, leave behind a clean, orderly and functioning cabinet, fence gate and site.

## D Measurement

The department will measure Distribution Center Preventive Maintenance 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.0060.1001	Distribution Center Preventive Maintenance	Each

Payment is full compensation for the required maintenance and adjustment of the distribution center, as well as recording and forwarding all reportable conditions.

## 21. Group Luminaire Maintenance Sign Light 250W MV, Item SPV.0060.1002.

### A Description

This special provision describes luminaire maintenance, generally on a sequential basis. At the same locations, inspect light poles and troubleshoot nonfunctioning luminaires. Report problems to the engineer, or repair for payment under separate items of work, as directed by the engineer. Perform work according to standard spec 659.

### B Materials

*Append standard spec 659.2.1.1(2) as follows:*

250-watt mercury vapor lamps shall be deluxe white

## C Construction

*Append standard spec 659.3 with the following:*

### C.1 Location Plans

At the preconstruction conference, the department will furnish detailed location maps illustrating the location, lamp type and wattage, pole height, and other information regarding the work under this item.

### C.2 Inspection, Limited Testing and Troubleshooting

Record any obvious pole damage, structural weakness, electrical malfunction, electrical hazards, and other potential problems with the existing installation that are encountered, and convey such information to the engineer at the end of the work day. Replace blown fuses for separate payment. Replace nonfunctioning luminaires with state-furnished materials, for separate payment, and furnish and install a lamp. When outages for which the repair is beyond the scope of this contract are encountered, convey this information in writing to the engineer. This will complete the contractor's work for inspection and troubleshooting at that location. Thereafter, the lamp (only) will be required to operate for 20 consecutive nights without failure. Replace each lamp that fails; that lamp shall again be subjected to a 20 consecutive night test.

**Exception:** At his option, the engineer may waive the 20-day prove-in period, location-by-location, in cases where he does not wish to pay the cost of traffic control, or where he judges that the public inconvenience of closed lanes or ramps would not be justified.

### C.3 Lamp Identification

Some luminaires lack NEMA lamp identification stickers. Instead, a color patch on the sequence plaque on the pole shaft identifies the lamp types and wattages. Pole plaques are in many cases outdated and inaccurate. The color patch code is shown in the plans. Where the NEMA label and the pole plaque conflict, follow the NEMA label.

### C.4 Sign Bridge Lighting

Access to most overhead sign lighting installations can be accomplished without closing freeway lanes, since these overhead sign structures span the mainline freeway roadways and can be serviced from aerial walkways. Median mounted signs on single pole sign supports in some cases are not accessible for servicing without lane closures. Lane closures for these locations shall conform to the bid items for Traffic Control in these special provisions, except the use of standard traffic delineation and a standard sign is required in addition to the use of the arrow flasher board.

### C.5 Cleaning and Relamping – Other Incidental Work

Level and aim each luminaire that is of a type that can be leveled or aimed. Clean the optical surfaces, consisting of the reflector and both sides of the lens or refractor, with a detergent solution and two rinses. Lightly wipe with a damp chamois to remove dirt film, and polish with a non-abrasive compound free of wax or silicone, leaving the reflector bright.

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

Throughout the cleaning process, keep the gasket dry.

## D Measurement

The department will measure Group Luminaire Maintenance (Various) by each individual unit, acceptably completed. Two units of work will be measured on twin lighting units.

## E Payment

The department will pay for the measured quantities under the following bid items:

ITEM	DESCRIPTION	UNIT
SPV.0060.1002	Group Luminaire Maintenance Sign Light 250W MV	Each

Payment is full compensation for cleaning and re-lamping; making for incidental repairs; inspecting and troubleshooting; properly disposing of HPS light bulbs according to all environmental regulations; and for conformance to the limited 20-night prove-in period as described above.

## **22. Luminaire Probeam LED, Item SPV.0060.1003.**

### **A Description**

The work under this item consists of installing Luminaire Probeam LED luminaires at locations specified in plans, according to plan details, the applicable portions of standard spec 659, and as hereinafter provided.

### **B Materials**

Probeam LED luminaires shall be outdoor lighting suitable for wet locations up to 40°C ambient temperature. Electrical housing shall be IP65 rated. All hardware shall be stainless steel. Units shall be UL listed for WET LOCATIONS. Die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. The LED driver is mounted in direct contact with the casting to promote low operating temperature and long life. Units shall be utility gray in color.

Example luminaire shall be available for evaluation for up to two weeks' time. Furnish the following list of specific documentation detailing the characteristics of the LED luminaire:

- Fixture IES files (.ies format) for illumination modeling
- Cut sheets, warranty information and parts list for all equipment.
- Luminaire heat dissipation techniques.
- Energy usage information.
- Color spectrum with HID lamp comparison.
- Optical design features.

Do not order materials until the engineer approves the list.

### **B.2 Luminaire**

Furnish LED luminaires with a slim, low profile design that minimizes wind loading. Luminaires shall be constructed of rugged cast and extruded aluminum with integral, weather-tight LED driver components with high performance aluminum heat-sinks. Each luminaire shall use a terminal block for power input suitable for #2 to #14 AWG wire. Luminaires shall be installed and mounted on the existing mast arm mounting plate as shown in the plans.

#### **B.2.1 Electronic Components**

Luminaire shall accommodate varied lighting output from high brightness, 4000K (+/- 500K per full unit), minimum 70 CRI, long life LED sources. Drivers shall operate across 120-277V, 50/60 Hertz as standard. LED drivers shall have a power factor greater than 90% and THD less than 20% of full load. All luminaires shall come equipped with an integral surge suppression protection standard.

#### **B.2.2 Optical / Illumination Performance**

Luminaire shall conform to the following:

- Luminaire tested and certified by an independent test laboratory to meet the photometric performance criteria established by IESNA LM-79.
- Luminaire shall deliver approximately 12,000 lumens and be rated to consume no more than 175 watts (+/- 15%) while operating for a minimum of 70,000 hours (+/- 10%).
- Luminaire shall have 6 x 6 or 6 x 7 light distribution.

#### **B.2.3 Finish**

The luminaire fixture finish shall feature an epoxy primer with an ultra-durable silver powder topcoat, providing resistance to corrosion, ultraviolet degradation and abrasion. Alternative equivalent finishes shall be approved by the engineer.

#### **B.2.4 Ratings / Certifications**

Luminaires shall be rated and/or certified as follows:

- U.L. listed for wet locations
- RoHS compliant for lead and mercury standards
- IP-65 minimum weather fastness rating

#### **C Construction**

Conform to the applicable requirements of standard spec 659.3.

#### **D Measurement**

The department will measure Luminaire Probeam LED by each individual unit, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.1003	Luminaire Probeam LED	Each

Payment is full compensation for furnishing and installing all materials including the luminaires, wiring, and fusing.

### **23. Plaques Sequence Identification, Item SPV.0060.1004.**

#### **A Description**

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

#### **B Materials**

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

#### **C Construction**

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

#### **D Materials**

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.1004	Plaque Sequence Identification	EACH

Payment is full compensation for furnishing and installing the materials.

### **24. Light Tower Rat Screens, Item SPV.0060.1005.**

#### **A Description**

This special provision describes furnishing and installing light tower rat screens as shown on the plans and as hereinafter provided.

#### **B Materials**

Construct rat screens from approved steel wire cloth with zinc coating after weaving. Secure to the base plate with stainless banding, additionally secured with stainless screws into the base plate.

### **C Construction**

Remove any existing rat screens and dispose of them off the site. Clean the base area of any foreign material or debris prior to installing the new rat screen.

### **D Measurement**

The department will measure Light Tower Rat Screens as each individual unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.1005	Light Tower Rate Screens	Each

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

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## **25. Fuse Holders, Item SPV.0060.1006, Fuses Type FNQ, Item SPV.0060.1007.**

### **A Description**

This special provision describes replacing Fuse Holders or Fuses Type FNQ fast acting with Fuses Type FNQ time delay for the existing luminaires utility LED during luminaire maintenance, according to pertinent standard spec 659 of the standard specs, and as hereinafter provided. Fuses and fuse holders that are installed as a part of the bid item for luminaires utility LED and pole wire, which is Electrical Wire Lighting 12 AWG will be paid under that item.

### **B Materials**

Materials shall conform to the pertinent requirements of standard spec 659.2.

### **C Construction**

Use construction methods in conformance to standard spec 659.3.2, except 659.3.2(2) replace 'fast acting fuses' with 'time delay fuses.'

### **D Materials**

The department will measure Fuse Holders and Fuses Type FNQ as each individual unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.1006	Fuse Holders	EACH
SPV.0060.1007	Fuses Type FNQ	EACH

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

## **26. Plumbing Light Poles, Item SPV.0060.1008.**

### **A Description**

Shim and plumb light poles. Do this work in conjunction with luminaire maintenance activities at the same locations.

### **B Materials**

Use shims approved by the engineer.

### **C Construction**

Perform the work according to standard spec 657.3.1.

**D Measurement**

The department will measure Plumbing Light Poles 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.0060.1008	Plumbing Light Poles	EACH

Payment is full compensation for inspecting for plumb as a part of luminaire maintenance activity; plumbing as needed.

**27. Luminaires Utility 480V LED C, Item SPV.0060.1009; Luminaires Utility 480V LED D, Item SPV.0060.1010; Luminaires Underdeck 480V 480V LED B, Item SPV.0060.1011.**

**A Description**

This special provision describes furnishing and installing Luminaires LED with a driver equipped with voltage sensing to accommodate 480V input power according to standard spec 659, and hereinafter provided.

**B Materials**

Conform to standard spec 659.2.

**C Construction**

Conform to standard spec 659.3.

**D Measurement**

The department will measure Luminaires Utility 480V LED C, Luminaires Utility 480V LED D and Luminaires Underdeck 480V LED B as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.1009	Luminaires Utility 480V LED C	Each
SPV.0060.1010	Luminaires Utility 480V LED D	Each
SPV.0060.1011	Luminaires Underdeck 480V LED B	Each

Basis of payment will be standard spec 659.5(2) and standard spec 659.5(3).



## **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 one 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 one 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.<sup>[1]</sup>

**CRW** = The cost of the revised work, computed at contract bid prices if applicable.<sup>[1]</sup>

**CC** = The contractor's cost of developing the CRI proposal.

**DC** = The department's cost for investigating, evaluating, and implementing the CRI proposal.

<sup>[1]</sup> 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.

#### 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

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**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.

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**203.5.1 General**

*Replace paragraph two with the following effective with the December 2017 letting:*

- (2) Payment is full compensation for breaking down and removing; costs associated with contractor-caused damage; required salvaging, storing, and disposing of materials; and, unless the contract specifies granular backfill, for backfilling.

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**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, 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 joint 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 six 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.
- 

**455.5.3 Tack Coat**

*Replace paragraph two with the following effective with the December 2017 letting:*

- (2) The department will adjust pay for Tack Coat, under the Nonconforming Tack Coat administrative item, for nonconforming material the engineer allows to remain in place at a maximum of 75 percent of the contract unit price.

**460.2.7 HMA Mixture Design**

*Replace paragraph one with the following effective with the December 2017 letting:*

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to CMM 8-66.

**TABLE 460-2 MIXTURE REQUIREMENTS**

Mixture type	LT	MT	HT	SMA
ESALs x 10 <sup>6</sup> (20 yr design life)	<2.0	2 - <8	>8	—
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821) (one face/2 face, % by count)	65/—	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	43	45	45
Sand Equivalency (AASHTO T176, min)	40	40	45	50
Gyratory Compaction				
Gyrations for N <sub>ini</sub>	6	7	8	8
Gyrations for N <sub>des</sub>	40	75	100	65
Gyrations for N <sub>max</sub>	60	115	160	160
Air Voids, %V <sub>a</sub> (%G <sub>mm</sub> N <sub>des</sub> )	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G <sub>mm</sub> N <sub>ini</sub>	<= 91.5 <sup>[1]</sup>	<= 89.0 <sup>[1]</sup>	<= 89.0	—
% G <sub>mm</sub> N <sub>max</sub>	<= 98.0	<= 98.0	<= 98.0	—
Dust to Binder Ratio <sup>[2]</sup> (% passing 0.075/P <sub>be</sub> )	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[4]</sup> [5]	65 - 75 <sup>[3]</sup> [5]	65 - 75 <sup>[3]</sup> [5]	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) <sup>[6]</sup> [7]				
no antistripping additive	0.75 min	0.75 min	0.75 min	0.75 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)	—	—	—	0.30

<sup>[1]</sup> The percent maximum density at initial compaction is only a guideline.

<sup>[2]</sup> For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

<sup>[3]</sup> For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

<sup>[4]</sup> For No. 2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[5]</sup> For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[6]</sup> WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

<sup>[7]</sup> Run TSR at asphalt content corresponding to 3.0% air void regressed design using distilled water for testing.

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**460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater**

Replace paragraph six with the following:

- (6) Conduct TSR tests during mixture production according to CMM 8-36.6.14. Test each full 50,000 ton production increment, or fraction of an increment, after the first 5000 tons of production. Perform required increment testing in the first week of production of that increment. If production TSR values are below the limit specified in CMM 8-36.6.14, notify the engineer. The engineer and contractor will jointly determine a corrective action.
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**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, 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.
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**505.2.6 Dowel Bars and Tie Bars**

Replace the entire text with the following effective with the March 2018 letting:

**505.2.6.1 General**

- (1) Furnish bars coated in a plant certified by the Concrete Reinforcing Steel Institute. For dowel bars and straight tie bars, there is no requirement for bend tests. Ensure that the bars are the specified diameter and length the plans show.
- (2) The contractor need not coat or patch sawed ends, sheared ends, cut ends, ends left bare during the coating process, or ends with damaged coating.
- (3) The contractor need not repair circumferential coating damage from shipping, handling, or installation, if the following conditions are met:
  1. The damaged area is 1/4 inch square or smaller.
  2. The total damaged area in any one-foot length does not exceed 2 percent of the circumferential area in that length.
- (4) Repair areas of damaged circumferential coating larger than 1/4 inch square. Reject bars with total damage greater than 2 percent of the bar's circumferential area.

**505.2.6.2 Dowel Bars****505.2.6.2.1 General**

- (1) Ensure that the bars are straight, round, smooth, and free from burrs or other deformations detrimental to the free movement of the bar in the concrete.
- (2) Saw bars to the required length. For solid bars, the department will allow shearing if no damage occurs to the coating and shearing distortions do not exceed the following:
  1. No distorted diameter is more than 0.04 inches greater than the true diameter.
  2. No distortion extends more than 0.40 inches from the sheared end.
- (3) Apply a surface treatment to loose dowels, or furnish manufacturer-treated bars in dowel bar baskets, capable of preventing bond between the epoxy-coated bars and the concrete. Apply field surface treatments when loading bars in the dowel bar magazine.

**505.2.6.2.2 Solid Dowel Bars**

- (1) Furnish coated bars conforming to AASHTO M31 grade 40 or 60. Alternatively the contractor may furnish dowel bars conforming to AASHTO M227 grade 70-80. Coat with a thermosetting epoxy conforming to AASHTO M254, type B.

**505.2.6.2.3 Tubular Dowel Bars**

- (1) Furnish welded steel tubular bars conforming to ASTM A513 fabricated from plain carbon steel with a minimum tensile yield strength of 60 ksi and sized as follows:

SOLID BAR SPECIFIED DIAMETER	MINIMUM REQUIRED OUTSIDE DIAMETER	MINIMUM BASE METAL WALL THICKNESS
1 1/4-inch	1 5/16 inches	0.120 inch
1 1/2-inch	1 5/8 inches	0.120 inch

- (2) Cap bar ends to prevent intrusion of concrete or other materials. Ensure that tubing is galvanized on the exterior and interior according to ASTM A653 with a G40 zinc coating and apply 7-13 mils of epoxy to the galvanized exterior according to AASHTO M254, Type B.

**505.2.6.2.4 High Performance Dowel Bars**

- (1) As an alternate the contractor may furnish high performance dowel bars from the department's APL.

**505.2.6.3 Tie Bars**

- (1) Furnish coated bars conforming to AASHTO M31 grade 40 or 60. Coat tie bars as specified in 505.2.4 for coated high-strength steel reinforcement. Ensure that the tie bars are the shape the plans show.
- (2) Repair, with compatible coating material, the bend location of field-straightened coated tie bars.

**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.

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**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.

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**643.3.1 General**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Provide and maintain traffic control devices located where the plans show or engineer directs to maintain a safe work zone throughout the contract duration. Relocate as required to accommodate changing work operations. When not in use, place devices away from traffic outside of paved and gravel shoulder surfaces. Where there is barrier on the shoulder, the contractor may place devices not in use on the shoulder as close as possible to the barrier and delineated with drums. Lay signs and supports flat on the grade with uprights oriented parallel to and downstream from traffic. Do not stack devices or equipment. Promptly remove temporary devices from within the project limits as follows:
  - That will not be used within 14 consecutive calendar days.
  - Within 5 business days of substantial completion unless the engineer allows otherwise.



**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 <sup>[1]</sup>
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 <sup>-1</sup>

<sup>[1]</sup> 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.

SCHEDULE A TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength	ASTM D4632	110 lb
Minimum puncture strength	ASTM D6241	200 lb
Minimum apparent breaking elongation	ASTM D4632	30%
Maximum apparent opening size	ASTM D4751	300 µm
Minimum permittivity	ASTM D4491	0.70 s <sup>-1</sup>

SCHEDULE B TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	30%
Maximum apparent opening size	ASTM D4751	300 µm
Minimum permittivity	ASTM D4491	1.35 s <sup>-1</sup>

SCHEDULE C TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	600 µm
Minimum permittivity	ASTM D4491	1.00 s <sup>-1</sup>

<sup>[1]</sup> 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 <sup>[1]</sup>
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 <sup>-1</sup>

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

**645.2.2.7 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 <sup>[1]</sup>
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 <sup>-1</sup>

<sup>[1]</sup> 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 <sup>[1]</sup>
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 <sup>-1</sup>

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

**646.3.1.1 General Marking**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Prepare the surface and apply marking as the manufacturer specifies. Provide manufacturer specifications as the engineer requests. Do not mark over a marking product with less adherence or over chipped or peeled marking. Do not remove polymer overlay materials in areas receiving pavement marking. Use only epoxy pavement marking where the contract requires marking placed on polymer overlays.

Replace paragraph five with the following effective with the December 2017 letting:

- (5) After the marking can sustain exposure to traffic, re-apply clear protective surface treatment conforming to 502.2.11 where removed from structures during marking surface preparation. Seal exposed concrete including grooves for tape. Cover marking during resealing with a system that will not degrade the marking's retroreflectivity when removed. Uncover marking before opening to traffic.

**701.3 Contractor Testing**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Also perform other tests as necessary to control production and construction processes, and additional testing enumerated in the contractor's quality control plan or that the engineer directs. Use test methods as follows:

**TABLE 701-2 TESTING STANDARDS**

TEST	TEST STANDARD
Washed P 200 analysis	AASHTO T11 <sup>[1]</sup>
Sieve analysis of fine and coarse aggregate	AASHTO T27 <sup>[1]</sup>
Aggregate moisture	AASHTO T255 <sup>[1]</sup>
Sampling freshly mixed concrete	AASHTO R60
Air content of fresh concrete	AASHTO T152 <sup>[2]</sup>
Air void system of fresh concrete	AASHTO Provisional Standard TP118
Concrete slump	AASHTO T119 <sup>[2]</sup>
Concrete temperature	ASTM C1064
Concrete compressive strength	AASHTO T22
Making and curing concrete cylinders	AASHTO T23
Standard moist curing for concrete cylinders	AASHTO M201

<sup>[1]</sup> As modified in CMM 8-60.

<sup>[2]</sup> As modified in CMM 8-70.

**715.2.3.1 Pavements**

Add the following as paragraph six effective with the December 2017 letting:

- (6) For new lab-qualified mixes, test the air void system of the proposed concrete mix conforming to AASHTO provisional standard TP 118. Include the SAM number as a part of the mix design submittal.

**715.3.1.1 General**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Provide slump, air content, concrete temperature and compressive strength test results as specified in 710.5. Provide a battery of QC tests, consisting of results for each specified property, using a single sample randomly located within each subplot. Cast three cylinders for strength evaluation. For pavement concrete, also test the air void system conforming to AASHTO provisional standard TP118 at least once per lot and enter the SAM number in the MRS for information only.

**715.3.1.3 Department Verification Testing**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) The department will perform verification testing as specified in 701.4.2 with additional testing as required to obtain at least 1 verification test per lot for air content, slump, temperature, and compressive strength.

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## Errata

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Make the following corrections to the standard specifications:

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### 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 replacing paragraphs three and four with the following 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.
- 

### 305.1 Description

Correct errata to clarify that the contractor may use more than one material under a single contract.

- (1) This section describes constructing a dense graded base using one or more of the following aggregates at the contractor's option:

Crushed stone	Reclaimed asphalt
Crushed gravel	Reprocessed material
Crushed concrete	Blended material

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### 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.

**643.3.5.2 Cellular Communication**

Correct errata by changing State Traffic Operations Center to Traffic Management Center.

- (2) A minimum of 14 days before deployment, demonstrate to the department that the cellular modem is capable of communications with the Traffic Management Center. If remote communications are interrupted or temporarily unavailable, the department will notify the contractor to change messages manually. Update messages within 2 hours of receiving notification.

**646.3.1.2 Liquid Marking**

Correct errata by changing "epoxy overlays" to "polymer overlays".

- (5) Apply liquid marking and glass beads across the line at or exceeding the following:

LIQUID MARKING	PAVEMENT TYPE	THICKNESS (mils)	BEAD APPLICATION (pounds per gallon)
Paint	all	16	8-10
Epoxy	SMA, seal coats, and polymer overlays	25	25
Epoxy	all other	20	22.5

**654.5 Payment**

Correct errata to clarify that contractor-provided anchor rods and associated hardware are incidental.

- (2) Payment for the Bases bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor rods, nuts, and washers; for bar steel reinforcement; and for excavating, backfilling, and disposing of surplus materials.

### ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1<sup>st</sup> Tier and DBE Payments During Construction

1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.

B. Costs for conforming to this special provision are incidental to the contract.

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](mailto: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:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

**ADDITIONAL SPECIAL PROVISION 9-S**  
**Electronic Labor Data Submittal for**  
***State Funded Only Projects***

(1) Use the Workforce Utilization Report Microsoft Excel spread sheet, or other compatible spread sheet (i.e., Google Spread Sheet), to report required labor data. Details and the Excel spreadsheet are available online through the department's highway construction contract 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, including all trucking firms, submit their labor data electronically via the Excel spread sheet to the prime contractor within 14 calendar days of the end of each quarter (quarters are defined as January-March, April-June, July-September, and October-December). The prime contractor shall coordinate collection of their subcontractors' spread sheets and forward them to the Regional Labor Compliance Specialist within 21 calendar days of the end of each quarter. Every company or contractor providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected companies or contractors aware of the requirements under this special provision and arrange for them to receive an Excel spreadsheet as part of their subcontract documents.

(4) The department will reject all paper submittals of information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

## **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).

**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>

**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, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

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.



## Proposal Schedule of Items

Page 1 of 2

Proposal ID: 20180612003 Project(s): 1000-13-70

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	204.9060.S Removing (item description) 1001. Luminaires	1,661.000 EACH	_____.	_____.
0004	619.1000 Mobilization	1.000 EACH	_____.	_____.
0006	643.0300 Traffic Control Drums	300.000 DAY	_____.	_____.
0008	643.0420 Traffic Control Barricades Type III	40.000 DAY	_____.	_____.
0010	643.0705 Traffic Control Warning Lights Type A	30.000 DAY	_____.	_____.
0012	643.0715 Traffic Control Warning Lights Type C	30.000 DAY	_____.	_____.
0014	643.0800 Traffic Control Arrow Boards	100.000 DAY	_____.	_____.
0016	643.0900 Traffic Control Signs	200.000 DAY	_____.	_____.
0018	643.1050 Traffic Control Signs PCMS	30.000 DAY	_____.	_____.
0020	643.1055.S Truck or Trailer Mounted Attenuator	90.000 DAY	_____.	_____.
0022	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0024	655.0610 Electrical Wire Lighting 12 AWG	1,000.000 LF	_____.	_____.
0026	659.0400 Luminaires High Mast Lighting LED	106.000 EACH	_____.	_____.
0028	659.1125 Luminaires Utility LED C	788.000 EACH	_____.	_____.
0030	659.1130 Luminaires Utility LED D	685.000 EACH	_____.	_____.
0032	659.1210 Luminaires Underdeck LED B	126.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 2 of 2

Proposal ID: 20180612003 Project(s): 1000-13-70

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	SPV.0060 Special 1001. Distribution Center Preventative Maintenance	35.000 EACH	_____.	_____.
0036	SPV.0060 Special 1002. Group Luminaire Maintenance Sign Light 250W MV	86.000 EACH	_____.	_____.
0038	SPV.0060 Special 1003. Luminaire Probeam LED	62.000 EACH	_____.	_____.
0040	SPV.0060 Special 1004. Plaques Sequence Identificaion	100.000 EACH	_____.	_____.
0042	SPV.0060 Special 1005. Light Tower Rat Screens	100.000 EACH	_____.	_____.
0044	SPV.0060 Special 1006. Fuse Holders	100.000 EACH	_____.	_____.
0046	SPV.0060 Special 1007. Fuses Type FNQ	200.000 EACH	_____.	_____.
0048	SPV.0060 Special 1008. Plumbing Light Poles	100.000 EACH	_____.	_____.
0050	SPV.0060 Special 1009. Luminaires Utility 480V LED C	42.000 EACH	_____.	_____.
0052	SPV.0060 Special 1010. Luminaires Utility 480V LED D	67.000 EACH	_____.	_____.
0054	SPV.0060 Special 1011. Luminaires Underdecks 480V LED B	18.000 EACH	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**