HIGHWAY WORK PROPOSAL

Proposal Number:

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

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	<u>HIGHWAY</u>
Douglas	8680-00-70	WISC 2014 006	City of Superior Belknap Street Garfield Ave Intersection	USH 2
Douglas	8680-04-71	WISC 2014 007	City of Superior Bong Bridge St. Louis River Bridge B-16-038/69100	USH 2
Douglas	8680-04-74	WISC 2014 008	City of Superior Bong Bridge Approaches St. Louis River to Belknap Street	USH 2

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, \$ 470,000.00	Attach Proposal Guaranty on back of this PAGE.
Payable to: Wisconsin Department of Transportation	
Bid Submittal Due	Firm Name, Address, City, State, Zip Code
Date: January 14, 2014 Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time	NOT FOR BIDDING PURPOSES
November 1, 2015	NOTI ON BIDDING FORFOSES
Assigned Disadvantaged Business Enterprise Goal 7%	This contract is exempt from federal oversight.

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

o not sign, notarize, or submit this Highway Work Proposal when 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)	
(, ,	(bluder fille)	
Notary Seal		

For Department Use Only

Rehabilitaiton of Structures B-16-038, B-16-049, and S-16-003, new Structure S-16-0013, common excavation, base aggregate, concrete pavement, HMA pavement, permanent signing, lighting, pavement marking, and traffic control.

Date Guaranty Returned Notice of Award Dated

PLEASE ATTACH PROPOSAL GUARANTY HERE

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2007 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

- Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
 - 1. Electronic bid on the internet.
 - 2. Electronic bid on a printout with accompanying diskette or CD ROM.
 - 3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm. The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 P.M. local time on the Thursday before the letting. Check the department's web site after 5:00 P.M. local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express™ on-line bidding exchange at http://www.bidx.com/ after 5:00 P.M. local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.
- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the www.bidx.com web site or by contacting:

Info Tech Inc. 5700 SW 34th Street, Suite 1235 Gainesville, FL 32608-5371

email: mailto:customer.support@bidx.com

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, Room 601, 4802 Sheboygan Avenue, Madison, WI, during regular business hours.

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

Notary Seal Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

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

(Signature of Authorized Contractor Representative)

March 2010

LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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84.	Wisconsin Sign Circuit Modification, Item SPV.0105.17	
85.	Overhead Concrete Surface Repair, Item SPV.0165.01.	120
86.	Cure and Seal Treatment, Concrete Sidewalk, Item SPV.0165.02; Concrete Curb	
	Median Sloped Nose, Item SPV.0165.03; Concrete Roundabout Truck Apron,	
	Item SPV.0180.06	121
87.	Weed Barrier, Item SPV.0165.04.	121
88.	Epoxy Sealer, Item SPV.0180.01.	122
89.	Reseal Parapets, Item SPV.0180.02.	124
90.	Concrete Pavement 10-Inch Special, Item SPV.0180.03; Concrete Pavement 11-	
	Inch Special, Item SPV.0180.04.	126
91.	Topsoil Special, Item SPV.0180.05.	127

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 8680-00-70, City of Superior, Belknap Street, Garfield Avenue Intersection, USH 2, Douglas County; 8680-04-71, City of Superior Bong Bridge, St. Louis River Bridge B-16-038/69100, USH 2, Douglas County; 8680-04-74, City of Superior Bong Bridge Approach, St. Louis River - Belknap Street, USH 2, Douglas 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, 2014 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 (20130615)

2. Scope of Work.

The work under this contract for project 8680-00-70 shall consist of concrete pavement, HMA pavement, pavement marking, signing, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract for the Garfield Avenue Intersection with Belknap Street.

The work under this contract for project 8680-04-71 shall consist of the rehabilitation of Structure B-16-038, staged traffic control, pavement marking, lighting, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

The work under this contract for project 8680-04-74 shall consist of the rehabilitation of Structure B-16-049, S-16-003, construction of S-16-0013, common excavation, base aggregate, concrete pavement, HMA pavement, staged traffic control, pavement marking, signing, lighting, 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.

A notice to proceed will not be issued prior to March 31, 2014. Work shall be done during the 2014 and 2015 construction seasons.

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment.

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

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

Complete construction operations on USH 2 westbound (stages 1A, 1B) to a point which allows for winter shutdown. Open both lanes of westbound USH 2 to traffic prior to 12:01 AM November 2, 2014.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the work necessary to open the USH 2 westbound lanes to through traffic prior to 12:01 AM November 2, 2014, the department will assess the contractor \$5,000.00 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, November 2, 2014. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Complete all construction operations prior to 12:01 AM November 2, 2015.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete all construction operations prior to 12:01 AM November 2, 2015, the department will assess the contractor \$5,000.00 in liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, November 2, 2015. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

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

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

According to last bird inspection, Migratory Birds have not been identified as nesting on this structure. Prior to the start of construction, an inspection will be made for verification in the event migratory birds are present, WisDOT will apply for a Depradation Permit.

4. Traffic.

This project will be constructed under staged traffic with the use of detour routes. Construction will take place over the 2014 and 2015 construction seasons. In 2014 close both westbound lanes of USH 2 to traffic and detour. Keep both eastbound lanes open to traffic on USH 2 as shown in the traffic control plans. In 2015 close both eastbound lanes of USH 2 to traffic and detour. Keep both westbound lanes open to traffic on USH 2 as shown in the traffic control plans. Limited lane and shoulder closures to facilitate the construction of temporary roads, material delivery, and permanent pavements will only be allowed on weekdays from Mondays to Thursdays between 9:00 AM and 3:00 PM as approved by the department. No temporary lane closures from Thursday evening through Monday evening are permitted on USH 2. Maintain a minimum of 18-foot through lane open during shoulder and lane closures.

All lane and shoulder closures and duration are subject to the approval of the engineer based on operational needs and safety.

Wisconsin Lane Closure System Advanced Notification

Provide the following minimum advance notification to the engineer for incorporation into the Wisconsin Lane Closure System. All lane closures will be subject to the engineer's approval based on operational need.

Lane closures (without width or height restrictions)	3 business days
Lane closures (with width or height restrictions)	14 calendar days
Project Start	14 calendar days
Construction stage changes	14 calendar days

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

Stage 1 (2014)

Close both USH 2 westbound lanes across Bong Bridge to Belknap Street. Keep both USH 2 eastbound lanes open to traffic to Belknap Street. Detour USH 2 westbound traffic using the Blatnik Bridge.

Construct new USH 2 westbound lanes, westbound Bong Bridge repairs, westbound Susquehanna Bridge repairs, and limited Belknap Street modifications as shown on the traffic control plans. Existing traffic signals at the USH 2 eastbound intersection with Belknap Street to remain.

Complete relocation of existing cantilever sign structure while westbound lanes of USH 2 are closed. Remove full-span sign structure. Traffic will be limited to 1 lane in each direction for removal of the full-span sign structure. During removal of the full-span sign structure, traffic will need to be stopped with the use of flaggers.

Traffic

- Eastbound USH 2 traffic on existing eastbound lanes.
- Westbound USH 2 traffic detoured.
- Belknap Street limited to 1 lane in each direction.

Stage 2

Winter Shutdown. Open both USH 2 lanes in eastbound and westbound direction to traffic. Open the westbound direction of the roundabout. Keep permanent traffic signals in operation at the USH 2 eastbound intersection with Belknap Street. Fully open Belknap Street.

Traffic

- Both USH 2 westbound lanes open to traffic.
- Both USH 2 eastbound lanes open to traffic.
- Belknap Street open to traffic in both directions.
- N. Garfield leg of the roundabout open in both directions.

Stage 3A (2015)

Close both USH 2 eastbound lanes across Bong Bridge to Belknap Street. Open both USH 2 westbound lanes to traffic to Belknap Street. USH 2 eastbound traffic will utilize a detour route using the Blatnik Bridge. Close existing sidewalk on Bong Bridge.

Construct new USH 2 eastbound lanes, eastbound Bong Bridge repairs, eastbound Susquehanna Bridge repairs, and the north portion of Belknap Street as shown on the traffic control plans.

The temporary neoprene seal at joint 1 of the Bong Bridge will need to be removed in Stage 3. The new neoprene seal will then need to be installed across the entire joint. Since the temporary seal and a portion of the new seal are located under traffic in stage 3, flagging will be required in order to remove and install the seals. The flagging will be required in order to maintain 1 lane of traffic across the joint at all times. This seal work and flagging in stage 3 must occur after 9:00 AM and must be completed by 3:00 PM.

Traffic

- Westbound USH 2 traffic on westbound lanes.
- Eastbound USH 2 traffic detoured.
- Belknap Street limited to 1 lane in each direction between Pennsylvania Ave and USH 2 eastbound intersection.

Stage 3B (2015)

Close both USH 2 eastbound lanes across Bong Bridge to Belknap Street. Open both USH 2 westbound lanes to traffic to Belknap Street. USH 2 eastbound traffic will utilize a detour route using the Blatnik Bridge. Close existing sidewalk on Bong Bridge and on the south side of Belknap Street. Close Missouri Avenue and Maryland Avenue to Belknap Street. Close S. Garfield Avenue to USH 2 / Belknap Avenue.

Construct new USH 2 eastbound lanes, eastbound Bong Bridge repairs, eastbound Susquehanna Bridge repairs, Garfield Avenue, and Belknap Street as shown on the traffic control plans.

Traffic

- Westbound USH 2 traffic on westbound lanes.
- Eastbound USH 2 traffic detoured.
- Westbound Belknap Street use roundabout.
- Eastbound Belknap Street closed east of Pennsylvania Avenue.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 2 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 23, 2014 to 6:00 AM Tuesday, May 27, 2014 for Memorial Day;
- From noon Thursday, July 3, 2014 to 6:00 AM Monday, July 7, 2014 for Independence Day;
- From noon Friday, August 29, 2014 to 6:00 AM Tuesday, September 2, 2014 for Labor Day;
- From noon Friday, May 22, 2015 to 6:00 AM Tuesday, May 26, 2015 for Memorial Day;
- From noon Thursday, July 2, 2015 to 6:00 AM Monday, July 6, 2015 for Independence Day;
- From noon Friday, September 4, 2015 to 6:00 AM Tuesday, September 8, 2015 for Labor Day.

107-005 (20050502)

6. Railroad Insurance and Coordination.

A Description

Comply with standard spec 107.17 for all work affecting BNSF Railway Company property and any existing tracks.

A.l 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 BNSF Railway Company.

Notify evidence of the required coverage, and duration to Contact David Johnson, Manager of Public Projects, 80-44th Avenue NE, Minneapolis, MN 55421, TELEPHONE (763) 782-3495, FAX (763) 782-3061, email david.johnson7@bnsf.com. Include the following information on the insurance document:

Project 8680-00-70, 8680-04-71, 8680-04-74 Route Name USH 2, Bong Bridge, Douglas County Crossing ID 910 709F Railroad Subdivision Berwind Jct

Railroad Milepost 2.4

A.2 Work by Railroad

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

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

Contact Contact David Johnson, Manager of Public Projects, 80-44th Avenue NE, Minneapolis, MN 55421, TELEPHONE (763) 782-3495, FAX (763) 782-3061, email david.johnson7@bnsf.com 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.

A.4 Temporary Grade Crossing

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

A.5 Train Operation

Approximately 6-8 through freight trains operate through the construction site. Through freight trains operate at up to 10 mph. There are approximately 1-2 switching movements per day.

Railroad Fiber Optic Lines BNFS Railway Fiber Optic Lines

Call "Diggers Hotline" and additionally contact BNSF Railway five working days before any work is performed. Call BNSF Communications Network Control Center at (800) 533-2891 to determine if fiber optic or other type of cable is buried in the general work location. If present, contact the owner of the fiber optic or cable line to determine its exact location.

7. Utilities.

This contract comes under the provision of Administrative Rule Trans 220. 107-065 (20080501)

Utility relocations are necessary, and they will have impacts to project scheduling during the project. These relocations shall be accommodated and included in any contractor scheduling. Contact each utility company listed in the plans prior to preparing bids to obtain current information on the status of existing and any new utility relocation work.

Underground and overhead utility facilities are located within the project limits. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required by state statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Coordinate all work with the utility owners including giving proper notification when utility work is to be performed in conjunction with highway construction.

The following is a list of utility owners with facilities at or near project work locations.

Calumet Superior, LLC has a 6-inch light oil pipeline crossing North Garfield Avenue at approximately Station 39'BE'+50. Coordination with the utility representative listed on the plan verified that the pipeline is buried approximately 8 feet deep on the eastbound shoulder and is approximately 6.25 feet deep on the westbound shoulder. Relocation is not required, but use caution when excavating in the vicinity of this facility. Contact the utility representative 7 days prior to construction of the roundabout to coordinate the time that an inspector from Calumet would be required to be present during the excavation and filling of the subcut over the pipeline described above.

CenturyLink has an aerial crossing of North Garfield Avenue at approximately Station 42'BE'+88. This line is attached to power poles maintained by Superior Water, Light and Power Company. CenturyLink has an underground line crossing Belknap Street at approximately Station 26'BE'+12. No conflicts are anticipated.

CenturyLink has underground lines outside of the approach work on the Minnesota side of the bridge. No conflicts are anticipated.

City of Duluth Public Works and Utilities has gas, water, sanitary and storm sewer facilities outside of the approach work area on the Minnesota side of the Bong Bridge. No conflicts are anticipated.

City of Superior Public Works has sanitary and storm sewer crossings on existing USH 2 and Belknap Street in several locations. Segments of the storm sewer system will be replaced/upgraded as part of this contract. See storm sewer plan for locations and details.

Minnesota Power has buried facilities under the Bong Bridge, southeast of and running parallel with Interstate Highway 35. No conflicts are anticipated here or with any of their existing utilities.

Minnesota DOT has buried fiber optic cables under the Bong Bridge, southeast of and running parallel with Interstate Highway 35. Lighting conduit is present along both sides of IH 35 in the same vicinity. Conduit for Bong Bridge lighting facilities is attached to the bridge. No conflicts are anticipated.

Superior Water, Light and Power Company has a natural gas main crossing existing Belknap Street at Garfield Avenue (proposed USH 2 eastbound and S. Garfield Avenue). The same main crosses existing USH 2 eastbound near Belknap Street and continues west through proposed Belknap Street construction. The gas mains will be replaced in the same alignments, and will be completed prior to construction. Coordination with the utility representative listed on plan will be required to confirm exact locations of all gas facilities within the project area.

Superior Water, Light and Power Company has water main crossings on USH 2 and Belknap Street, all of which will be replaced. Existing crossings on USH 2 will be directionally drilled at approximately Station locations of 144'WB'+50 and 155'WB'+35. Two new water main crossings will be directionally drilled at approximately Station locations of 153'WB'+00 and 158'WB'+50. All of the above drillings under highways/streets can be accomplished prior to construction. The water main that parallels Belknap Street and crosses the same at two locations will be replaced during construction. Coordination with the utility representative listed on plan will be required to accommodate the utility work on Belknap Street and along North Garfield Avenue in a way that minimizes conflicts with project contract activities.

Superior Water, Light and Power Company has overhead electric, light poles, and buried electric conduit crossing Belknap Street in various locations. There are overhead line crossings at approximately Stations 28'BE'+82 and 31'BE'+82, and also crossing Maryland Avenue approximately 27 feet right of Belknap Street 'BE' alignment. The latter crossing powers a light on a wood pole in the southeast corner of Belknap and Maryland intersection at approximately Station 32'BE'+95. The pole and light will be relocated prior to construction for the purpose of avoiding a conflict with the multi-use path construction in the same vicinity.

Superior Water, Light and Power Company has an overhead distribution line crossing North Garfield Avenue at approximately Station 42'BE'+88. Use care when grading near power poles and guy wire supports. A minimum of 20 feet of clearance is required for all equipment under the lines. No conflicts are anticipated.

Western Lake Superior Sanitary District has buried sanitary sewer facilities under the Bong Bridge, southeast of and running parallel with Interstate Highway 35. No conflicts are anticipated.

8. Maintaining Roadway and Navigational Lighting.

The contractor is required to maintain all roadway lighting and navigational lighting on the Bridge. This will require protection of existing conduit in the median rail, and may require temporary connections to maintain power in other locations. All work to maintain the aforementioned lighting is incidental unless otherwise specified elsewhere in these provisions. Roadway and navigation lights must be operational from one half hour before official sunset to one half hour after official sunrise. The contractor will be assessed a monetary deduction of \$1,000/hour or any portion thereof that the required lighting is not operational within the required parameters specified in this section.

9. Coordination with Other Projects.

The Minnesota Department of Transportation has let (January 31, 2014) project 6937-101 for the mill and overlay of the MN Ramps on the Bong Bridge.

Attend meetings with a committee consisting of the engineer and the designated representatives for the other contact outlined above. Meetings will be held to coordinate the progress of the projects and vehicular access and movement during construction operations. Hold a meeting prior to the start of work under this contract. Hold meetings weekly thereafter unless the engineers determine that the schedule can be changed.

Coordinate construction activities and traffic movement as necessary.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Amy Adrihan at (715) 392-7972. 107-054 (20080901)

11. Information to Bidders, U.S. Coast Guard Coordination.

The department has coordinated this project with the U.S. Coast Guard. Coordinate with the Coast Guard Office a minimum of 30 days prior to the start of any work that temporarily alters the navigational clearances or places equipment in or over the waterway that may impede navigation. Contact:

Mr. Lee Soule at (216) 902-6085.

Temporary scaffolding shall not exceed 3 feet below low steel over the navigational channel of St. Louis Bay. The lighting requirements for the scaffolding are steady burning amber lights on the bottom four corners to show the temporary clearance available to mariners.

12. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

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

13. Construction Over or Adjacent to Navigable Waters.

Supplement standard spec 107.19 with the following:

The St. Louis River is classified as a navigable waterway. 107-060 (20040415)

14. Selected Borrow Excavation.

This work shall be in accordance to the requirements of standard spec 208 and as follows.

Material. The material furnished and used in the work shall consist of granular material meeting the following requirements.

The material used shall meet the requirements of standard spec 209.2.1 and that portion of the material which passes the No. 4 sieve shall conform to the following requirements:

Sieve size	Percentage by Weight Passing
No. 4	100
No. 100	Not more than 30
No. 200	Not more than 10

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

John Roelke, License Number AII-119523, inspected Structure B-16-0038 for asbestos on August 18, 2010. John Roelke, License Number AII-119523, inspected Structure B-16-0049 for asbestos on September 24, 2012. No regulated Asbestos Containing Material (RACM) was found on these structures. A copy of the inspection reports are available from: Amy Adrihan, WisDOT NW Region Environmental Coordinator at (715) 392-7972.

107-127 (20120615)

16. Debris Containment B-16-38, Item 203.0225.S.01; Debris Containment B-16-49, Item 203.0225.S.02.

A Description

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

B (Vacant)

C Construction

Prior to starting work, submit a debris containment plan to the engineer for review. Incorporate engineer-requested modifications. Do not start work over the St. Louis Bay or Susquehanna Avenue until the engineer approves the debris containment plan.

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

At least 15 working days before conducting potential debris generating operations, contact the following owners or lessees:

- 1. MN Power and Light Company
- 2. BNSF Railroad

D Measurement

The department will measure Debris Containment B-16-38 and B-16-49 as a single lump sum unit of work for each structure, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0225.S.01	Debris Containment B-16-38	LS
203.0225.S.02	Debris Containment B-16-49	LS

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

203-010 (20080902)

17. Removing Old Structure Over Waterway With Debris Capture System Station 60+12, Item 203.0700.S.01.

Conform to standard spec 203 as modified in this special provision.

Add the following to standard spec 203:

203.3.6 Removals Over Waterways and Wetlands

203.3.6.3 Removing Old Structure Over Waterway with Debris Capture System

(1) Remove the existing Structure B-16-38 over the St. Louis Bay in large sections and conforming to the contractor's approved structure removal plan. Due to the very sensitive nature of the St. Louis Bay, provide a debris capture and containment system for superstructure removal that prevents all large pieces and virtually all other debris, including fine particles and slurry, from entering the waterway or wetland.

- (2) Submit a structure removal plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal plan without the department's written approval of the plan. Include the following information in the structure removal plan:
 - Methods and schedule to remove the structure.
 - Methods to control potentially harmful environmental impacts.
 - Methods to avoid or minimize the discharge of any pollutant to the waterway or wetland during superstructure removal.
 - Details of the debris capture and containment system for superstructure removal including contingency plans to deal with potential failures.
 - · Methods to control dust and contain slurry.
 - Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
- (3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

Add the following Removing Old Structure bid item to standard spec 203.5.1:

ITEM NUMBER DESCRIPTION UNIT 203.0700.S.01 Removing Old Structure Over Waterway With Debris LS Capture System Station 60+12 203-025 (20080902)

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

A Description

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

B (Vacant)

C Construction

C.1 Equipment

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

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

C.2 Methods

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

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 204.0109.S Removing Concrete Surface Partial Depth SF

Payment is in full compensation for removing the concrete; and for disposing of materials.

204-041 (20080902)

19. Removing Crash Cushions, Item 204.9060.S.01.

A Description

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

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Crash Cushions as each individual crash cushion, acceptably removed and completed.

E Payment

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Crash Cushions	Each

20. Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S.

A Description

A.1 General

This special provision describes excavating, loading, hauling, and disposing of petroleum contaminated soil at a DNR approved bioremediation facility. The closest DNR approved bioremediation facilities are:

Superior City Moccasian Mike Landfill Moccasin Mike Road Superior, WI 54880

Veit USA Landfill 1100 West Gary Street Duluth, MN 55808

Waste Management Timerline Trail RDF N4581 Hutchinson Road Stubbs TN, WI 54819

Perform this work in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

A.2 Notice to the Contractor – Contaminated Soil Location(s)

The department completed testing for soil and groundwater contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following location(s) as shown on the plans:

- 1. Former AST/BNSF Property on proposed Garfield Avenue at Station 39+75 to 43+00 from the construction limits left to the construction limits right. Identified soil contamination in this area is found at depths ranging from 0 14 feet bgs. (petroleum)
- 2. Former gas station on Belknap Street and Garfield Avenue at Station 155+00 to 157+00 from the construction limits to the left to approximately 50 foot right of the southern reference line. Identified soil contamination in this area is found at depths ranging from 2.5 5.0 feet bgs. (metals and low-level petroleum)

There is a potential that contaminated soil and/or underground storage tanks (USTs) may be encountered at other locations within the construction limits. If contaminated soil and/or USTs are encountered at other locations, terminate excavations in this area and notify the engineer. Contaminated soil at other locations will be managed by contractor under this contract and USTs will be removed by others.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

Active groundwater monitoring wells were not observed within the project construction limits. If active groundwater monitoring wells are encountered during construction, notify the engineer and protect them to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For monitoring wells that do need to be maintained, adjust the wells that do not conflict with structures or curb and gutter to be flush with the final grade. For wells that conflict with the previously mentioned items or if monitoring wells are not required to be maintained, the will be abandoned by others.

The excavation management plan for this project has been designed to minimize the offsite disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding previous investigation and remediation activities at these sites contact:

Name: Mr. Dan Haak or Mr. Ted O'Connell Address: 708 Heartland Trail, Madison, WI 53717

Phone: (608) 826-3628 or (608) 826-3648

Fax: (608) 826-3941

e-mail: <u>dhaak@trcsolutions.com</u> or <u>toconnell@trcsolutions.com</u>

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation

Address: 708 Heartland Trail, Madison, WI 53717 Contact: Mr. Dan Haak or Mr. Ted O'Connell Phone: (608) 826-3628 or (608) 826-3648

Fax: (608) 826-3941

e-mail: dhaak@trcsolutions.com or toconnell@trcsolutions.com

The role of the environmental consultant will be limited to:

- 1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
- 2. Identifying contaminated soils to be hauled to the bioremediation facility;
- 3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
- 4. Obtaining the necessary approvals for disposal of contaminated soil from the bioremediation facility.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify the environmental consultant at least three calendar days prior to commencement of excavation activities in each of the contaminated areas.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed.

Identify the DNR approved bioremediation facility that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the bioremediation facility. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

A.4 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter soil contaminated with gasoline, diesel fuel, fuel oil, or other petroleum related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

Assist the environmental consultant in determining the extent of contaminated soil (if any), by performing a backhoe pit investigation, as directed by the environmental consultant, in the following areas:

• Former gas station – on Belknap Street and Garfield Avenue at Station 155+00 to 157+00 from the construction limits to the left to approximately 50 foot right of the southern reference line. Identified soil contamination in this area is found at depths ranging from 2.5 – 5.0 feet bgs. (metals and low-level petroleum)

Perform the backhoe pit investigation as soon as practical after structures, sidewalks, curb and gutter, and pavement are removed and prior to significant excavations (if any) beginning in those areas. The backhoe pit investigations shall include up to 3 test pits per location, to a maximum depth of 6 feet bgs. The test pit investigations shall be incidental to this pay item.

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

On the basis of the results of such field-screening, the material will be designated for disposal as follows:

- Excavation Common clean soil, construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, unpainted or untreated wood), which under NR 500.08 are exempt materials.
- · Low-level contaminated material for reuse as fill within the construction limts, or
- Petroleum-contaminated soil for bioremediation at the licensed disposal facility, or
- · Metals-contaminated soil for disposal at the licensed disposal facility, or
- Potentially contaminated for temporary stockpiling and additional characterization prior to disposal.

If during excavations outside the areas of known contamination, materials are encountered that exhibit characteristics of municipal wastes or contain significant quantities of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when conditions such as underground storage tanks or soil/fill materials with noticeable impacts from petroleum or chemical products, or other obvious potentially contaminated materials are encountered, suspend excavation in that area and notify the engineer and the environmental consultant

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 200 cubic yards of contaminated soil on-site that require additional characterization. Construct and maintain a temporary stockpile of the material in accordance to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with

material to prevent infiltration of precipitation. Provide barrier fence around the stockpile as directed by the engineer and in accordance to Fence Safety. The department's environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor, within 10 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the licenses disposal facility by contractor or if characterized as a hazardous wastes, by the department. As an alternative to temporarily stockpiling contaminated soil/fill material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such soil is encountered until such time as characterization is completed.

Directly load and haul soils designated by the environmental consultant for offsite disposal to the licensed facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids.

When dewatering of groundwater is required or surface water infiltrates excavations in areas of known contamination, either discharge to the sanitary sewer with the City of Superior approval (contact Tammy Tang, Safety and Pretreatment Coordinator, (715) 394-0392, treat water per WDNR requirements and then discharge on-site, or temporarily store on-site, haul, and dispose of water by a licensed waste hauler.

Such water may be discharged to surface water if it meets all applicable requirements of with Wisconsin Pollution Discharge Elimination System (WPDES) for petroleum-contaminated groundwater. Perform all necessary monitoring to document compliance with WPDES requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with WPDES requirements.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

The City of Superior will be the generator of regulated solid waste from this construction project.

D Measurement

The department will measure Excavation, Hauling, and Disposal of Petroleum Contaminated Soil accepted by the landfill facility as documented by weight tickets generated by the landfill facility.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 205.0501.S Excavation, Hauling, and Disposal of Petroleum Ton

Contaminated Soil

Payment is full compensation for excavating, segregating, loading, hauling, and direct landfilling or treatment via bioremediation of contaminated soil; tipping fees including any applicable taxes and surcharges; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and dewatering of soils prior to transport, if necessary and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work. No additional payment will be made for tipping fees associated with disposal of contaminated soil. 205-003 (20080902)

21. QMP Base Aggregate.

A Description

A.1 General

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.
- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
 - 1. Production and placement control and inspection.
 - 2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

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

A.2 Contractor Testing for Small Quantities

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

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

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

B Materials

B.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.
- Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories as changes are adopted. Ensure that the plan provides the following elements:

- 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
- 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
- 3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
- 4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
- 5. Descriptions of stockpiling and hauling methods.
- 6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
- 7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

B.2 Personnel

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

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

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

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

B.3 Laboratory

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

Materials Management Section

3502 Kinsman Blvd.

Madison, WI 53704 Telephone: (608) 246-5388

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

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

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

B.4.3 Control Charts

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

B.5 Contractor Testing

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.

- (3) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

B.6 Test Methods

B.6.1 Gradation

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

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

B.6.2 Fracture

(1) Test fracture conforming to CMM 8.60. The engineer will waive fractured particle testing on quarried stone.

(2) Maintain a separate fracture control chart for each base aggregate size, source or classification, and type. Set the lower control limit at the contract specification limit, either specified in another special provision or in table 301-2 of standard spec 301.2.4.5. Set the lower warning limit 2 percent above the lower control limit. There are no upper limits.

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 - 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 - 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer

may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:

- 1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
- 2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
- 3. The fracture control limit is exceeded by more than 10.0 percent.

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
 - 1. One non-random test on the first day of placement.
 - 2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

B.8.3 Independent Assurance

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

B.9 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C (Vacant)

D (Vacant)

E Payment

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

301-010 (20100709)

22. QMP Ride; Incentive IRI Ride, Item 440.4410.S.

A Description

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

B (Vacant)

C Construction

C.1 Quality Control Plan

- (1) Submit a written quality control plan to the engineer at or before the pre-pave meeting. Ensure that the plan provides the following elements:
 - 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of all quality control personnel.
 - 2. The process by which quality control information and corrective action efforts will be disseminated to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.

- 3. The methods and timing used for monitoring and/or testing ride quality throughout the paving process. Also indicate the approximate timing of acceptance testing in relation to the paving operations.
- 4. The segment locations of each profile run used for acceptance testing.
- 5. Traffic Control Plan

C.2 Personnel

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

C.3 Equipment

(1) Furnish a profile-measuring device capable of measuring IRI from the list of department-approved devices published on the department's web site:

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

- (2) Unless the engineer and contractor mutually agree otherwise, arrange to have a calibrated profiler available when paving the final riding surface.
- (3) Perform daily calibration verification of the profiler using test methods according to the manufacturer's recommendations. Notify the engineer before performing the calibration verification. If the engineer requests, arrange to have the engineer observe the calibration verification and operation. Maintain records of the calibration verification activities, and provide the records to the engineer upon request.

C.4 Testing

C.4.1 Run and Reduction Parameters

(1) Enter the equipment-specific department-approved filter settings and parameters given in the approved profilers list on the department's QMP ride web site.

http://roadwaystandards.dot.wi.gov/standards/qmp/profilers.pdf

C.4.2 Contractor Testing

- (1) Operate profilers within the manufacturer's recommended speed tolerances. Perform all profile runs in the direction of travel. Measure the longitudinal profile of each wheel track of each lane. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.
- (2) Coordinate with the engineer to schedule profile runs for acceptance. The department may require testing to accommodate staged construction or if corrective action may be required.
- (3) Measure the profiles of each standard or partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Field-locate the beginning and ending points for each profile run.

When applicable, align segment limits with the sublot limits used for testing under the QMP Concrete Pavement specification. Define segments one wheel path wide and distinguished by length as follows:

- 1. Standard segments are 500 feet long.
- 2. Partial segments are less than 500 feet long.
- (4) Treat partial segments as independent segments.

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

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

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

C.4.3 Verification Testing

- (1) The department may conduct verification testing (QV) to validate the quality of the product. A HTCP certified profiler operator will perform the QV testing. The department will provide the contractor with a listing of the names and telephone numbers of all verification personnel for the project.
- (2) The department will notify the contractor before testing so the contractor can observe the QV testing. Verification testing will be performed independent of the contractor's QC work using separate equipment from the contractor's QC tests. The department will provide test results to the contractor within 1 business day after the department completes the testing.

- (3) The engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's testing procedures and equipment. Both parties will document all investigative work.
- (4) If the contractor does not respond to an engineer request to resolve a testing discrepancy, the engineer may suspend production until action is taken. Resolve disputes as specified in C.6.

C.4.4 Documenting Profile Runs

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

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

The ProVAL software is available for download at:

http://www.roadprofile.com.

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

http://www.atwoodsystems.com/mrs

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

C.5 Corrective Actions

C.5.1 General

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

C.5.2 Corrective Actions for Localized Roughness

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

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

- A maximum \$250 pay reduction may be assessed for locations of localized roughness that are less than or equal to 25 feet long. Locations longer than 25 feet may be assessed a maximum pay reduction of \$10 per foot.
- (3) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without independent identification of that area as determined by physically riding the pavement. For corrections, use only techniques the engineer approves.
- (4) Re-profile corrected areas to verify that the IRI is less than 140 in/mile after correction. Submit a revised ProVAL ride quality module report to the reference documents section of the MRS for the corrected areas to validate the results.

C.5.3 Corrective Actions for Excessive IRI

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

HMA I: Correct to an IRI of 60 in/mile using whichever of the

following methods as approved by the engineer:

Mill and replace the full lane width of the riding surface

excluding the paved shoulder.

Continuous diamond grinding or fine-tooth milling the

full lane width, if required, of the riding surface including adjustment of the paved shoulders.

HMA II: Correct to an IRI of 85 in/mile using whichever of the

following methods as approved by the engineer:

Mill and replace the full lane width of the riding surface

excluding the paved shoulder.

Continuous diamond grinding or fine-tooth milling of the full lane width, if required, of the riding surface

including adjustment of the paved shoulders

PCC II: Correct to an IRI of 85 in/mile using whichever of the

following methods as approved by the engineer: Continuous diamond grinding of the full lane width, if required, of the riding surface including adjustment of the paved shoulders. Conform to sections C.1 through

C.4 of Concrete Pavement Continuous Diamond
Grinding Special provision contained elsewhere in the

contract.

Remove and replace the full lane width of the riding

surface.

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

C.6 Dispute Resolution

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

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

D Measurement

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

E Payment

E.1 Payment for Profiling

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

E.2 Pay Adjustment

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

ITEM NUMBERDESCRIPTIONUNIT440.4410.SIncentive IRI RideDOL

- (2) Incentive payment is not limited, either up or down, to the amount the schedule of items shows.
- (3) The department will administer disincentives for ride under the Disincentive IRI Ride administrative item.
- (4) The department will not assess disincentive on HMA III or PCC III segments. Incentive pay for HMA III and PCC III segments will be according to the requirements for the category of the adjoining segments.
- (5) The department will adjust pay for each segment based on the initial IRI for that segment. If corrective action is required, the department will base disincentives on the IRI after correction for pavement meeting the following conditions:

All Pavement: The corrective work is performed in a contiguous, full

lane width section 500 feet long, or a length as agreed

with the engineer.

HMA Pavements: The corrective work is a mill and inlay or full depth

replacement and the inlay or replacement layer thickness

conforms to standard spec 460.3.2.

Concrete Pavements: The corrective work is a full depth replacement and

conforms to standard spec 415.

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

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

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

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

- If the engineer directs placing upper layer asphaltic mixtures between October 15 and May 1 for department convenience as specified in standard spec 450.3.2.1(5), the department will not adjust pay for ride on pavement the department orders the contractor to place when the temperature, as defined in standard spec 450.3.2.1(2), is less than 36 F.
- If the engineer directs placing concrete pavement for department convenience, the department will not adjust pay for ride on pavement the department orders the contractor to place when the air temperature falls below 35 F.
- (7) The department will prorate the pay adjustment for partial segments based on their length.

440-010 (20130615)

23. Expansion Device, B-16-38.

A Description

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

B Materials

The minimum thickness of the polychloroprene strip seal shall be ½-inch for non-reinforced elastomeric glands and 1/8-inch for reinforced glands. Furnish the strip seal gland in lengths suitable for a continuous one-piece installation at each individual expansion joint location. Provide preformed polychloroprene strip seals that conform to the requirements ASTM D3542, and have the following physical properties:

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

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

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

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

Model Number

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

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

Manufacturer's certifications for adhesive and steel shall attest that the materials meet the specification requirements. 502-020 (20110615)

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

24. Expansion Device Modular B-16-38, Item 502.3110.S.

A Description

This special provision describes furnishing and installing a shop-fabricated waterproof modular expansion device in accordance to standard spec 502, the plans, and as hereinafter provided. The modular expansion joint device shall seal the deck surface, curbs, gutters, and parapet walls as indicated on the plans. Any leaking or seeping of water through the joint will be cause for rejection of the modular expansion device.

B Materials

B.1 General

Furnish parts and elements that have material properties meeting the physical and chemical requirements shown in their manufacturer's technical data or as noted below, except as modified by pertinent parts of the standard specifications, this special provision, or the plans. Furnish certified test results from the manufacturer attesting to physical and chemical properties. Do not use any aluminum components or hardware.

B.2 Modular Expansion Device System Components

Furnish components for the Modular Expansion Device System from one of the following manufacturers and model series:

- · D.S. Brown Company, Steelflex Modular D-Series, (419) 257-3561
- R.J. Watson, Inc., Modular RJW-Series, (716) 741-2166
- Watson, Bowman, & Acme Inc., Wabo-Maurer STM-Series, (716) 691-7566

B.3 Steel Plates, Bars, Shapes, and Sheets

Furnish steel plates, bars, shapes, and extrusions that have been fabricated from high strength, low alloy grade 50 or grade 50W steel conforming to ASTM A709, or as shown on the approved shop drawings. Anchor bars and support bar boxes may be fabricated from ASTM A709 grade 36 steel. Furnish anchor bolts, bolts, nuts, and washers that conform to the requirements of ASTM A325. Secondary shapes or joint components may be assembled with bolts, nuts, and washer conforming to ASTM A490.

Furnish stainless steel sheets for the sliding surfaces of support bars that conform to the requirements of ASTM A167, alloy 304, 20 micro-inch RMS finish.

B.4 Elastomeric Seal Elements

Furnish preformed elastomeric seal elements that are polychloroprene (neoprene) of a rectangular or strip cross section having a minimum thickness of ¼-inch and conform to ASTM D3542 modified to omit the recovery test. The elastomeric seal elements shall meet the following physical properties:

Property	Requirement	Test Method
Tensile Strength, min	2000 psi	ASTM D412
Elongation @ Break, min	250%	ASTM D412
Hardness, Type A, Durometer	60 ± 5 pts	ASTM D2240
Compression Set, 70 Hrs @ 212° F, max	35%	D395 Method, B Modified
Ozone Resistance, after 70 hours at 100°	No Cracks	ASTM D1149 and D518,
F under 20% Strain with 100 pphm ozone		Method A
Mass Change in Oil 3 after 70 hours @	45%	ASTM D471
212° F, Mass Change, max		

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

The seal element shall be one piece, and full length of the expansion joint including curb and parapet face projections. The lubricated adhesive for installing the preformed elastomeric elements in place shall be one-part moisture curing polyurethane and hydrocarbon solvent mixture as recommended by the manufacturer.

B.5 Support Bars

Place support bars parallel to the roadway at a maximum support assembly spacing of 4'-0". Furnish support bars that are not less than 1½-inches in width and at least 4-inches in height; each transverse center beam shall have an individual support bar.

Support bars shall incorporate stainless steel sliding surfaces to minimize resistances to joint movements. Stainless steel shall be welded to support bars. Support the support bars above, below, and laterally as required to prevent uplifting, transmit bearing loads, and to maintain positioning of the bar.

Fabricate support bar bearings from polyurethane compound with PTFE self lubricating surfaces having engineering properties equivalent to adiprene, Teflon, or cast nylon with MDS. Positively lock the support bar bearings and springs or spacers into the support box by a dowel or pin. The connection must permit subsequent removal and replacement of the bearings and springs. The support bar springs shall be constructed similarly to the bearings but shall provide the required precompressive force to maintain the support bar in place while under traffic loads. Use a suitable equilibrium device that works counter to the compression forces of the sealing elements to maintain equalized expansion properties for each element across the modular joint assembly. Furnish anchor plates for the support bar springs or neoprene blocks that have a minimum thickness of ¾-inch.

B.6 Transverse Center Beams

Transverse center beams shall be at least of 4½-inches in height and have a minimum vertical web thickness of ¾-inch. Design transverse center beams for an AASHTO HS25 live loading plus 30 percent impact. Make shop splices in the transverse center beam with a full penetration weld. The exterior transverse beams shall have a minimum vertical web thickness of ¾-inch.

The connections between the transverse center beams and support bars shall be a full penetration weld in accordance to the details shown on the plans. Full penetration welds to be tested by ultrasound using the compressive criteria.

B.7 Support Bar Boxes

Furnish support bar boxes that consist of steel plates not less than ½-inch in thickness fabricated with continuous welds at all joints. The inside dimensions of the box shall be consistent with all boxes and within +0.040 inches of prescribed height as measured where the bearings and spring compress about the support bar. Fabricate support box plates with a continuous weld. Make anchorage details as shown on the plans.

B.8 Structural Steel Surfaces

Galvanize after fabrication, in accordance to ASTM A123, all structural steel surfaces of the expansion joint devices and anchorages, except ASTM A-490 bolts, components of stainless steel, and parts coated with polyurethane, adipene, nylon, or Teflon.

Galvanize or metallize in accordance to standard spec 635 all bolts, nuts, washers, and steel components that are not galvanized using the above procedure, including all ASTM A-490 bolts.

If a retainer clip is used for locking the neoprene strip type seal, continuously weld it on its top side. Due to the galvanizing coating requirement, also make a continuous weld underneath the clip.

All welding shall be in accordance to AWS D1.5 or D1.6 of the welding code and shall be done by certified welders only. A shop certified under AISC category for simple structures shall perform fabrication.

The fabricator will be permitted to shop weld pre-galvanized transverse roadway sections, complete with anchorages, of the expansion device steel extrusions. The pre-galvanized roadway sections shall be not less than 10 feet long. The pre-galvanized roadway side sections shall have additional anchorages, if required, so as to provide an anchorage within 9 inches of each end of the section. Abutting ends shall be beveled ¼-inch on three sides and deburred. All galvanizing shall be completely removed from the areas to be welded. The pre-galvanized sections shall be groove welded on three sides with care taken to prevent weld material from entering the gland groove. The weld across the top of the extrusion shall be ground smooth and all areas of galvanizing damaged by the welding operations shall be repaired in accordance to standard spec 635. Make field splices in transverse center roadway sections with a partial penetration weld.

C Construction

The manufacturer of the prefabricated expansion joint assembly shall prepare shop drawings showing details of the assembly and installation.

Support the modular joint assembly at 8'-0 minimum spacing along both sides of the joint. Construct the modular expansion device system in accordance to the details shown on the shop drawings. Tolerance requirements shall be in accordance to AASHTO specifications.

Install in accordance to the plan details, the manufacturer's and supplier's approved shop drawings, and as directed by the engineer. In addition, the manufacturer shall submit current product literature with the shop drawings and the shop drawings shall reflect that literature.

Remove all modular expansion joint forming material from the joint opening. Pre-set the modular joint assembly in accordance to the approved shop drawings, joint temperature setting data, and specifications. The maximum joint opening for a single modular unit shall be 3 inches.

The joint assembly manufacturer shall furnish technical assistance to the contractor and engineer through the personal services of a technical representative, who is a fulltime employee of the manufacturer during installation of the joint sealing systems. This representative shall be accessible to the engineer and shall be at the site during the work that involves the setting of all parts of each modular expansion joint assembly. The contractor shall be responsible for informing the representative prior to the date of installation.

D Measurement

The department will measure Expansion Device Modular B-16-38 as a single lump sum unit for the structure, 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 502.3110.S Expansion Device Modular B-16-38 LS

Payment is full compensation for furnishing and placing the device complete in place; furnishing and completely installing all elements and parts of the joints, anchors, armor or structural metal; galvanizing materials; furnishing and installing all hardware, pads, bonding material, and reinforcing bars within the blockout not otherwise covered for payment, and barrier railing plates.

502-021 (20100709)

25. Polymer Overlay, Item 509.5100.S.

A Description

This special provision describes furnishing and applying two layers of a two-component polymer overlay system to the bridge decks shown on the plans. The minimum total thickness of the overlay system shall be ½".

B Materials

B.1 General

Furnish materials specifically designed for use over concrete bridge decks. Furnish polymer liquid binders from the department's approved product list.

B.2 Polymer Resin

The polymer resin base and hardener shall be composed of two-component, 100% solids, 100% reactive, thermosetting compound with the following properties:

Property	Requirements	Test Method		
Gel Time ^A	15 - 45 minutes @ 73° to 75° F	ASTM C881		
Viscosity A	7 - 70 poises	ASTM D2393, Brookfield RVT, Spindle No. 3, 20 rpm		
Shore D Hardness B	60-75	ASTM D2240		
Absorption ^B	1% maximum at 24 hr	ASTM D570		
Tensile Elongation ^B	30% - 70% @ 7 days	ASTM D638		
Tensile Strength ^B	>2000 psi @ 7 days	ASTM D638		
Chloride Permeability ^B	<100 coulombs @ 28 days	AASHTO T277		

A Uncured, mixed polymer binder
B Cured, mixed polymer binder

B.3 Aggregates

Furnish natural or synthetic aggregates that have a proven record of performance in applications of this type. Furnish aggregates that are non-polishing, clean, free of surface moisture, fractured or angular in shape; free from silt, clay, asphalt, or other organic materials; and meet the following properties and gradation requirements:

Aggregate Properties:

Property	Requirement	Test Method	
Moisture Content*	e Content* ½ of the measured aggregate absorption, %		
Hardness	³ 6.5	Mohs Scale	
Fractured Faces	100% with at least 1 fractured face & 80% with at least 2 fractured faces of material retained on No.16	ASTM 5821	
Absorption	≤1%	ASTM C128	

^{*} Sampled and tested at the time of placement.

Gradation:

Sieve Size	% Passing by Weight		
No. 4	100		
No. 8	30 – 75		
No. 16	0-5		
No. 30	0 – 1		

B.4 Required Properties of Overlay System

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

Property	Requirement ^A	Test Method
Minimum Compressive Strength at 8 Hrs. (psi)	1,000 psi @ 8 hrs 5,000 psi @ 24 hrs	ASTM C 579 Method B, Modified ^B
Thermal Compatibility	No Delaminations	ASTM C 884
Minimum Pull-off Strength	250 psi @ 24 hrs	ACI 503R, Appendix A

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

B.5 Approval of Bridge Deck Polymer Overlay System

A minimum of 20 working days prior to application, submit product data sheets and specifications from the manufacturer, and a certified test report to the engineer for approval. The engineer may request samples of the polymer and/or aggregate, prior to application, for the purpose of acceptance testing by the department.

For materials not pre-qualified, in addition to the above submittals, submit product history/reference projects and a certified test report from an independent testing laboratory showing compliance with the requirements of the specification.

The product history/reference projects consist of a minimum of 5 bridge/roadway locations where the proposed overlay system has been applied in Wisconsin or in locations with a similar climate - include contact names for the facility owner, current phone number or e-mail address, and a brief description of the project.

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

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

C Construction

C.1 General

Conduct a pre-installation conference with the manufacturer's representative prior to construction to establish procedures for maintaining optimum working conditions and coordination of work. Furnish the engineer a copy of the recommended procedures and apply the overlay system according to the manufacturer's instructions. The manufacturer's representative familiar with the overlay system installation procedures shall be present at all times during surface preparation and overlay placement to provide quality assurance that the work is being performed properly.

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

C.2 Deck Preparation

C.2.1. Deck Repair

Remove all asphaltic patches and unsound or disintegrated areas of the concrete decks as the plans show, or as the engineer directs. Work performed to repair the concrete deck will be paid for under other items. Ensure that products used for deck patching are compatible with the polymer overlay system.

NOTE: Some polymer systems require concrete patch material to be in place a minimum of 28-days before overlaying - contact polymer manufacturer before completing deck patching/repair.

C.2.2 Surface Preparation

Determine an acceptable shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that provides a surface a profile meeting CSP 5 according to the International Concrete Repair Institute Technical Guideline No. 03732. If the engineer requires additional verification of the surface preparation, test the tensile bond strength according to ACI 503R, Appendix A of the ACI *Manual of Concrete Practice*. The surface preparation will be considered acceptable if the tensile bond strength is greater than or equal to 250 psi or the failure area at a depth of ½ inches or more is greater than 50% of the test area. Continue adjustment of the shotblasting machine and necessary testing until the surface is acceptable to the engineer or a passing test result is obtained.

Prepare the entire deck using the final accepted adjustments to the shotblasting machine as determined above. Thoroughly blast clean with hand-held equipment any areas inaccessible by the shotblasting equipment. Do not perform surface preparation more than 24 hours prior to the application of the overlay system.

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

Just prior to overlay placement, clean all dust, debris, and concrete fines from the prepared surfaces including the vertical surfaces with compressed air. When using compressed air, the air stream must be free of oil. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely. If any prepared surfaces (including the first layer of the polymer overlay) are exposed to rain or dew, lightly sandblast (breeze blast) the exposed surfaces.

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

Create a transitional area approaching transverse expansion joints and ends of the deck using the shotblasting machine or other approved method. Remove 5/16" to 3/8" of concrete adjacent to the joint or end of deck and taper a distance of 3 feet.

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

C.3 Application of the Overlay

Perform the handling and mixing of the polymer resin and hardening agent in a safe manner to achieve the desired results according to the manufacturer's instructions. Do not apply the overlay system if any of the following exists:

- a. Ambient air temperature is below 50°F;
- b. Deck temperature is below 50°F;
- c. Moisture content in the deck exceeds 4.5% when measured by an electronic moisture meter or shows visible moisture after 2 hours when measured in accordance with ASTM D4263;
- d. Rain is forecasted during the minimum curing periods listed under C.5;
- e. Materials component temperatures below 50°F or above 99°F;
- f. Concrete age is less than 28 days unless approved by the engineer.
- g. The deck temperature exceeds 100°F.
- h. If the gel time is 10 minutes or less at the predicted high air temperature for the day.

After the deck has been shotblasted or during the overlay curing period, only necessary surface preparation and overlay application equipment will be allowed on the deck. Begin overlay placement as soon as possible after surface preparation operations.

The polymer overlay shall consist of a two-course application of polymer and aggregate. Each of the two courses shall consist of a layer of polymer covered with a layer of aggregate in sufficient quantity to completely cover the polymer. Apply the polymer and aggregate according to the manufacturer's requirements. Apply the overlay using equipment designed for this purpose. The application machine shall feature positive displacement volumetric metering and be capable of storing and mixing the polymer resins at the proper mix ratio. Disperse the aggregate using a standard chip spreader or

equivalent machine that can provide a uniform, consistent coverage of aggregate. First course applications that do not receive enough aggregate before the polymer gels shall be removed and replaced. A second course applied with insufficient aggregate may be left in place, but will require additional applications before opening to traffic.

After completion of each course, cure the overlay according to the manufacturer's instructions. Follow the minimum cure times listed under C.5 or as prescribed by the manufacturer. Remove the excess aggregate from the surface treatment by sweeping, blowing, or vacuuming without tearing or damaging the surface; the material may be reused if approved by the engineer and manufacturer. Apply all courses of the overlay system before opening the area to traffic. Do not allow traffic on the treated area until directed by the engineer.

After the first layer of coating has cured to the point where the aggregate cannot be pulled out, apply the second layer. Prior to applying the second layer, broom and blow off the first layer with compressed air to remove all loose excess aggregate.

Prior to opening to traffic, clean expansion joints and joint seals of all debris and polymer. If required by the engineer, a minimum of 3 days following opening to traffic, remove loosened aggregates from the deck, expansion joints, and approach pavement.

C.4 Application Rates

Apply the polymer overlay in two separate courses in accordance with the manufacturer's instructions, but not less than the following rate of application.

Course	Minimum Polymer Rate ^A (GAL/100 SF)	Aggregate B (LBS/SY)		
1	2.5	10+		
2	5.0	14+		

^A The minimum total applications rate is 7.5 GAL/100 SF.

C.5 Minimum Curing Periods

As a minimum, cure the coating as follows:

	Average temperature of deck, polymer and aggregate components in °F							
Course	50-54	55-59	60-64	65-69	70-74	75-79	80-84	85-99
1	6 hrs.	5 hrs.	4 hrs.	3 hrs.	2.5 hrs	2 hrs	1.5 hrs.	1 hr.
2	8 hrs.	6.5 hrs.	6.5 hrs.	5 hrs.	4 hrs.	3 hrs.	3 hrs.	3 hrs.

C.6 Repair of Polymer Overlay

Repair all areas of unbonded, uncured, or damaged polymer overlay for no additional compensation. Submit repair procedures from the manufacturer to the engineer for approval. Absent a manufacturer's repair procedures and with the approval of the

^B Application of aggregate shall be of sufficient quantity to completely cover the polymer.

engineer, complete repairs according to the following: Saw cut the limits of the area to the top of the concrete; remove the overlay by scarifying, grinding, or other approved methods; shot blast or sand blast and air blast the concrete prior to placement of polymer overlay; and place the polymer overlay according to section C.3.

D Measurement

The department will measure Polymer Overlay in area by the square yard acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT509.5100.SPolymer OverlaySY

Payment is full compensation for preparing the surface; for tensile bond testing; for providing the overlay; for cleanup; and for sweeping/vacuuming and disposing of excess materials. Concrete Deck Repair will be paid for separately. 509-030 (20130615)

26. Structure Repainting General.

A General

A.1 Inspection

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

A.2 Date Painted

At the completion of all painting work, stencil in black paint or contrasting color paint the date of painting the bridge. The numbers shall be three inches (75 mm) in height and shall show the month and year in which the painting was completed: e.g., 11-95 (November 1995). On each bridge painted, stencil the date at two locations. On truss bridges, stencil the date on the cover plates of end posts near and above the top of the railings at the oncoming traffic end. On steel girder bridges, stencil the date on the inside of the outside stringers at the abutments. The date on grade separation bridges shall be readable when going under the structure or at some equally visible surface near the ends of the bridge, as designated by the engineer.

A.3 Graffiti Removal

Remove any graffiti on concrete abutments, piers, pier caps, parapet railings, slope paving or any other location at the direction of the engineer. Use a brush sandblast to remove graffiti.

The above work will not be measured and paid for separately, but will be considered incidental to other items in the contract.

B (Vacant)

C Construction

C.1 Repainting Methods

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

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

Place the final field coat of paint on the exterior of the exterior beams as a continuous painting operation. Stop at splices, vertical stiffeners or other appropriate locations so that lap marks are not evident or noticeable.

C.2 Inspection

Supplement standard spec 105.9 as follows:

Furnish, erect and move scaffolding and other appropriate equipment to permit the inspector the opportunity to closely observe all affected surfaces. The scaffolding, with appropriate safety devices, shall meet the approval of the engineer. 517-005 (20030820)

27. Railing Pipe, Item 513.2050.S.

A Description

This special provision describes furnishing and installing a pipe railing system for pedestrians as shown on the plans, and according to the applicable provisions of standard spec 513 and as hereinafter provided.

B (Vacant)

C Construction

Weld the posts and rails together.

D Measurement

The department will measure Railing Pipe in length by the linear foot along the top rail.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 513.2050.S Railing Pipe LF

Payment is full compensation for furnishing all materials; installing all materials; and galvanizing.

28. Labeling and Disposal of Waste Material.

The EPA ID number for Structure B-16-38 is WIR 000 145 565.

Presently, the state has an exclusive mandatory use contract with a private waste management contractor to transport and dispose of hazardous waste.

The state's waste management contractor shall furnish and deliver appropriate hazardous waste containers and site-specific labels to each bridge site. The provided containers shall be placed at pre-selected drop-off and pick-up points at each bridge site, and these locations shall be determined at the preconstruction conference. The custody of the containers and labels shall be the responsibility of the painting contractor while they are at the job site.

Note that all containers shall be placed in Wisconsin in a secure location. No containers may be placed in Minnesota.

Report all reportable spills and discharges in accordance to the contingency plan.

Labels are site-specific. Check the labels to ensure that the project ID, structure number, and EPA ID match the structure generating the waste. Apply a label to each drum when it is opened for the first time. Fill in the date on the label the first day material is accumulated in the drum. The following page is an example of a properly filled-in label.

The contractor must keep the waste from different work activities separated. Properly label barrels so these different work areas can be identified in the manifests. (i.e.: painting activities on the arch separated from painting at the joint repair areas.)

The engineer will indicate the work type and location of waste generated on the manifests.

During paint removal operations, continuously monitor and notify the project inspector of the status of waste generation and quantity stored so that timely disposal can be arranged.

Limit the amount of on-site storage between 10 to 20 barrels. The contractor will contact the waste management contractor for a pickup before 10 barrels of waste are generated.

HAZARDOUS WASTE

WW-5257580999-001-01-0

STORAGE LABEL

DOT SHIPPING DESCRIPTION

RQ, HAZARDOUS WASTE, SOLID, n.o.s., (LEAD), 9, NA3077, III, (D008)

Enter the date that waste materials were first placed into the container

EPA CODE: E/D008 STATE: S

WIP#: 391498

WIP DESC: BRIDGE SAND WITH LEAD

DATE ACCUMULATED: 07/01/2005

HAZARDOUS WASTE – FEDERAL LAW PROHIBITS IMPROPER DISPOSAL IF FOUND, CONTACT THE NEAREST POLICE OR PUBLIC SAFETY AUTHORITY OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY.

WISC DOT BRIDGE # B-29-53/54 I-94 OVER CTH H PROJECT # 5882-03-70 CAMP DOUGLA 5, WI 54618

(608) 96<u>3-0871</u>

GENERATOR EPA ID WIR000121103

Project Number on label must match the Project Number assigned by the WIDOT Bridge Number and Address on label must match specific bridge from which waste was generated. EPA ID Number on label is specific to the bridge from which the waste is generated.

29. Preparation and Coating of Top Flanges B-16-38, Item 517.0900.S.01.

A Description

This special provision describes thoroughly cleaning and coating the top surface and edges of the top flanges, removing loose paint, rust, mill scale, dirt, oil, grease, or other foreign substances until the specified finish is obtained.

B (Vacant)

C Construction

In accordance to SSPC SP-10, blast clean to a near white finish the top surface and edges of the top flanges that have no paint on them, and paint them with one coat of an approved zinc rich primer. No collection of blast waste material is required.

In accordance to SSPC SP-2 or SP-3, clean all areas of rust and loose paint on the top surface and edges of the top flanges, which have paint on them, by wire brushing, grinding or other mechanical means. Wash the top surface and edges of the top flanges and give them one coat of an approved zinc-rich primer.

Where plans call for the cleaning of other painted structural steel including hanger assemblies, bearings, field splices, and connections, clean areas of loose paint and rust by wire brushing, grinding, or other mechanical means as necessary and in accordance to SSPC SP-2, SP-3, or SP-11. Sound paint need not be removed with the exception of an area 12-inches on either side of hanger assembly centerlines. Clean this area to base metal in accordance to SSPC SP-10, or SP-11.

In accordance to SSPC SP-2, or SP-3, thoroughly clean by wire brushing, grinding or other mechanical means as necessary the surface area of exposed steel members that are to be imbedded in the new concrete, and wash and give one coat of an approved zinc rich primer to these areas.

Furnish and erect tarpaulins or other materials to collect all of the spent paint containing material resulting from blasting or hand and power tool cleaning and coating. Minimize dust during all clean-up activities. Collect and store waste material at the end of each work day or more often if needed. Store waste materials in the hazardous waste containers provided. Lock and secure all waste containers at the end of each work day. Cover the container(s) at all times except when adding or removing waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water. Transportation and disposal of such waste material will be the responsibility of the department.

Damage to existing painted surfaces as a result of construction operations, shall be restored to the approval of the engineer at the contractor's expense.

D Measurement

The department will measure Preparation and Coating of Top Flanges (Structure), completed in accordance to the contract and accepted, as a single complete unit of work for the structure.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 517.0900.S.01 Preparation and Coating of Top Flanges B-16-38 LS

Payment is full compensation for preparing and cleaning the designated surfaces; and for furnishing and applying the coating.

517-010 (20100709)

30. Structure Repainting Recycled Abrasive B-16-38, Item 517.1800.S.01.

A Description

This special provision describes surface preparation and painting of the metal surfaces in accordance to the manufacturer's recommendations and as hereinafter provided.

A.1 Areas to be Cleaned and Painted

All structural metal surfaces of:

- Structure B-16-38 Unit 13 Total Area is 156,200 SF.
- At the following Joint Repair areas as indicated and shown on the plans:
 - Joint Repair #3 − 10-feet east of the center of the joint
 - Joint Repair #4 through #15 10-feet east and 10-feet west of the center of the joint
 - Joint Repair #16 10-feet west of the center of the joint
 - Joint Repair #18 10-feet east of the center of the joint
 - Joint Repair #19 through #23 10-feet east and 10-feet west of the center of the joint
 - Joint Repair #24 10-feet west of the center of the joint

Total Area at the Joint Repairs is 106,800 SF.

Areas are approximate and given for informational purposes only.

B Materials

B.1 Coating System

Furnish a complete coating system from the department's approved list. The color for the finish coating material shall match the color number shown below in accordance to Federal Standard Number 595B, as printed in 1989. Supply the engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the

mixing and thinning directions, the recommended spray nozzles and pressures, and the minimum drying time between coats.

Finish Color: B-16-38 Unit 13 – Blue (Federal Standard Color No. 25240)
All Other areas – Brown (Federal Standard Color No. 20059)

The color of the primer must be such that a definite contrast between it and the color of the blasted steel is readily apparent. There shall be a color contrast between all subsequent coats for the paint system selected. Submit color samples of the primer to the engineer for approval.

C Construction

C.1 Surface Preparation

Prior to blast cleaning, solvent clean all surfaces to be coated in accordance to SSPC-SP1. A No. 10 Near White Blast Cleaning according to Steel Structures Painting Council Specification Ten will be required on all metal surfaces to be painted. Prime the same day all metal surfaces receiving a No. 10 blast or re-blast before application.

The steel grit and any associated equipment brought to the site and used for blast cleaning shall be clean. Remove immediately dirty grit or equipment brought to the site at no expense to the department. Furnish an abrasive that has a gradation such that it will produce a uniform surface profile between 1 to 3 mils on the steel surface, as measured with extra profile course Testex Replica Tape. Use a minimum air pressure for abrasive blasting, measured at the nozzle, of 90 psi.

The abrasive blasting and recovery system shall be a completely integrated self-contained system for abrasive blasting and recovery. It shall be an open blast and recovery system that will allow no emissions from the recovery operation. The recovery equipment shall be such that the amount of contaminants in the clean recycled steel grit shall be less than 1 percent by weight.

Remove by grinding all fins, tears, slivers, and burred or sharp edges that are present on any steel member, or that appear during the blasting operation, and re-blast the area to give a 1 to 3 mils surface profile.

Remove all spent material and paint residue from steel surfaces with a good commercial grade vacuum cleaner equipped with a brush-type cleaning tool, and hand wipe the steel surfaces with a clean soft cloth. The airline used for surface preparation shall have an inline water trap and the air shall be free of oil and water as it leaves the airline.

Take care to protect freshly coated surfaces from subsequent blast cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool, or if visible rust occurs, re-blast to a near white condition. Clean and re-prime the brushed or blast cleaned surfaces within the time recommended by the manufacturer.

C.2 Coating Application

Apply paint in accordance to the manufacturer's recommendations in a neat workmanlike manner. Paint application shall normally be by airless spray.

The engineer may allow the use of conventional spray equipment after satisfactory demonstration by the contractor of the proper technique and handling of that equipment.

Mix the paint or coatings in accordance to the manufacturer's directions to a smooth lump-free consistency. After mixing and during application, continuously stir the paint or coating under constant slow speed agitation by use of a jiffy mixer.

Prior to applying the prime coat, stripe with primer all edges, rivet and bolt heads, nuts and washers by either brush or spray application.

Remove all dry spray by vacuuming, wiping, or sanding if necessary.

If the application of the coating at the required thickness in one coat produces runs, bubbles, or sags; apply a "mist-coating" in multiple passes of the spray gun; separate the passes by several minutes. Where excessive coating thickness produces "mud-cracking", remove such coating back to soundly bonded coating and re-coat the area to the required thickness.

The resultant paint film shall be smooth and uniform, without skips or areas of excessive paint.

The coating is supplied for normal use without thinning. If in cool weather it is necessary to thin the coating for proper application, thin in accordance to the manufacturer's recommendations.

During surface preparation and coating application the ambient and steel temperature shall be between 39 degrees F and 100 degrees F. The steel temperature shall be at least 5 degrees F above the dew point temperature. (This requires the steel to be dry and free of any condensation or ice regardless of the actual temperature of the steel.) The relative humidity shall not exceed 85%.

Paint thickness shall be as follows:

Dry Film Thickness

Prime Coat 3 mils min.
Intermediate Coat 3 mils
Top Coat 3 mils

Time to recoat shall be according to the manufacturer's recommendations.

The dry film thickness will be determined by use of a magnetic film thickness gage. The gage shall be calibrated for dry film thickness measurement in accordance to SSPC-PA 2. Dry film thickness in each area measured will be based on an average of three gage

readings, after calibration of the gage to account for surface profile of the bare steel as a result of surface preparation.

D Measurement

The department will measure Structure Repainting Recycled AbrasiveB-16-38, as a single complete unit of work, completed in accordance to the contract and accepted.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 517.1800.S.01 Structure Repainting Recycled Abrasive B-16-38 LS

Payment is full compensation for preparing and cleaning the designated surfaces; furnishing and applying the paint; and for providing the listed equipment. 517-050 (20050502)

31. Containment and Collection of Waste Materials B-16-38, Item 517.4000.S.01.

A Description

This special provision describes furnishing and erecting tarpaulins to contain, collect and store the spent material from surface preparation of steel surfaces, collecting such spent material, and labeling and storing the spent material in waste containers in accordance to the contract and as hereinafter provided.

B Materials

Provide 5-gallon lidded plastic containers for containing the spent material.

C Construction

Erect tarpaulins or other materials to collect all of the spent material from power tool cleaning. Consider and treat all spent material as hazardous waste because it contains lead.

Collect and store all waste material collected by this operation at the bridge site for disposal. Collect and store all waste materials at the end of each workday or more often if needed. Store materials in 5-gallon lidded plastic containers.

Label each container with the date the first waste was placed in the container and the words "Hazardous Waste – EPA Waste Code D008." Lock and secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water.

Collect the spent debris by vacuuming, shoveling, sweeping, or by channeling it directly to disposal containers. The enclosure shall be thoroughly cleaned at the end of each work day.

D Measurement

The department will measure Containment and Collection of Waste Materials (Structure) as a single complete unit of work for each structure designated in the contract, completed in accordance to the contract and accepted.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 517.4000.S.01 Containment and Collection of Waste Materials B-16-38 LS

Payment is full compensation for designing, erecting, operating, maintaining and disassembling the containment devices; collecting, labeling and storing spent materials in appropriate containers.

517-037 (20080902)

32. Negative Pressure Containment and Collection of Waste Materials, B-16-38, Item 517.4500.S.01.

A Description

This special provision describes providing a dust collector to maintain a negative air pressure in the enclosure; furnishing and erecting enclosures as required to contain, collect and store waste material resulting from the preparation of steel surfaces for painting, and repainting, including collection of such waste material, and the labeling and storage of waste material in approved hazardous waste containers, all as hereinafter provided.

B (Vacant)

C Construction

Erect an enclosure to completely enclose (surround) the blasting operations. The ground, slope paving, or roadway cannot be used as the bottom of the enclosure. So that there are no visible emissions to the air or ground or water, design, erect, operate, maintain and disassemble the enclosures in such a manner to effectively contain and collect dust and waste materials resulting from surface preparation and paint over spray. Where bulkheads are required, construct them of plywood and properly seal them. Suspend all enclosures over water from the structure or as approved by the engineer.

Construct the enclosure of flexible materials such as tarpaulins or of rigid materials such as covered plywood, or of a combination of flexible and rigid materials. Systems manufactured and provided by Eagle Industries, Detroit Tarps, or equal, are preferred. The tarpaulins shall be lined, either as part of the tarp system or have a separate plastic lining. Maintain all materials free of tears, cuts or holes. The vertical sides of the enclosure shall extend from the bottom of the deck down to the level of the work platform or barge where used for structures over water, and shall be fastened securely to those levels to prevent the wind from lifting them. Bulkheads are required between beams to enclose the blasting area

as approved by the engineer. Where bulkheads are required, construct them of plywood and properly seal them. To prevent spent materials and paint over spray from escaping the enclosed area, overlap and fasten together all seams. Place groundcovers under all equipment prior to operations or as approved by the engineer.

To allow proper cleaning, inspection of structures or equipment, and painting, provide safe adequate artificial lighting in areas where natural light is inadequate.

Provide a dust collector so that there are no visible emissions outside of the enclosure and so that a negative air pressure inside the enclosure is maintained. The dust collector shall be sized to maintain the minimum air flow based on the cross-sectional area of the enclosure.

A combination of positive air input and negative air pressure may be needed to maintain the minimum airflow within the enclosure.

Filter all air exhausted from the enclosure to create a negative pressure within the enclosure so as to remove all hazardous and other particulate matter.

As a safety factor for structures over water, provide for scum control. Effectively contain the scum that forms on the water and does not sink in place from moving upstream or downstream by the use of floating boom devices.

If in the use of floating boom devices the scum tends to collect at the devices, contain, collect, store the scum, and do not allow it to travel upstream or downstream beyond the devices. Remove the scum at least once a day or more often if needed.

Collect and store at the bridge site for disposal all waste material or scum collected by this operation, or any that may have fallen onto the ground tarps. Collect and store all waste material and scum at the end of each workday or more often if needed. Storage shall be in provided hazardous waste containers. Label each container as it is filled, using the labels provided by the Hazardous Waste Disposal contractor. Check the label and ensure that the project ID, bridge number and EPA ID match the structure. Fill in the generation date when the first material is placed in the container. Secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain, or exposed to standing water.

In a separate operation, recover the recyclable abrasive for future application, and collect the paint and/or corrosion particles for disposal. Sand is not an acceptable abrasive.

D Measurement

The department will measure Negative Pressure Containment and Collection of Waste Materials B-16-38, completed in accordance to the contract and accepted, as a single complete unit of work for each structure designated in the contract.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 517.4500.S.01 Negative Pressure Containment and Collection of LS

Waste Materials B-16-38

Payment is full compensation for designing, erecting, operating, maintaining, and disassembling the containment devices; providing negative pressure exhaust ventilation; collecting, labeling, and for storing spent materials in provided hazardous waste containers. 517-065 (20101008)

33. Portable Decontamination Facility, Item 517.6001.S.

A Description

This special provision describes furnishing and maintaining weekly, or more often if needed, a single unit portable decontamination facility as hereinafter provided.

B Materials

Supply adequate heating equipment with the necessary fuel to maintain a minimum temperature of 68° F in the facility.

The portable decontamination facility shall consist of a separate "Dirty Room", "Shower Room" and "Clean Room". The facility shall be constructed so as to permit use by either sex. The facility shall have adequate ventilation.

The "Dirty Room" shall have appropriately marked containers for disposable garments, clothing that requires laundering, worker shoes, and any other related equipment. Each container shall be lined with poly bags for transporting clothing, or for disposal. Benches shall be provided for personnel.

The "Shower Room" shall include self-contained individual showering stalls that are stable and well secured to the facility. Provide showers with a continuous supply of potable hot and cold water. The wastewater must be retained for filtration, treatment, and/or for proper disposal.

The "Clean Room" shall be equipped with secure storage facilities for street clothes and separate storage facilities for protective clothing. The lockers shall be sized to store clothing, valuables and other personal belongings for each worker. Benches shall be provided for personnel.

Supply a separate hand wash facility, either attached to the decontamination facility or outside the containment.

C Construction

Properly contain, store, and dispose of the wastewater.

D Measurement

The department will measure Portable Decontamination Facility by the 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 517.6001.S Portable Decontamination Facility Each

Payment is full compensation for furnishing and maintaining a portable decontamination facility.

517-060 (20050502)

34. Slope Paving Repair Crushed Aggregate, Item 604.9010.S.

A Description

Furnish and place crushed aggregate slope paving where erosion has occurred, according to standard spec 604, the plans, and as hereinafter provided.

B Materials

Furnish materials conforming to standard spec 604.2.

C Construction

Replace paragraph (1) *of standard spec* 604.3.2 *with the following:*

Place the crushed aggregate on the prepared foundation in areas where erosion has occurred. Shape and consolidate it using mechanical or hand methods to provide a stable, even and uniform surface.

D Measurement

The department will measure Slope Paving Repair Crushed Aggregate by the cubic yard, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 604.9010.S Slope Paving Repair Crushed Aggregate CY

Payment is full compensation for furnishing all excavating and backfilling required to prepare the foundation; disposing of surplus materials; providing, handling, placing, and consolidating the crushed aggregate; providing, handling, heating, and for applying the asphaltic material.

604-010 (20100709)

35. Reseal Crushed Aggregate Slope Paving, Item 604.9015.S.

A Description

Seal the existing crushed aggregate slope paving in accordance to standard spec 604, as directed by the engineer, and as hereinafter provided.

B Materials

Furnish materials conforming to standard spec 604.2.

C Construction

Clean all debris from the surface of the slope paving before applying asphalt. Apply sufficient asphalt so that it penetrates to seal the top two inches of aggregate; where existing asphalt is closer to the surface of the aggregate, apply less asphalt.

D Measurement

The department will measure Reseal Crushed Aggregate Slope Paving in area by the square yard of slope paving, acceptably resealed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 604.9015.S Reseal Crushed Aggregate Slope Paving SY

Payment is full compensation for cleaning the surface; furnishing and applying the asphalt.

604-015 (20100709)

36. Reconstructing Manholes, Item 611.0420.

A Description

Supplement standard spec 611.3 as follows:

B (Vacant)

C Construction

Furnish all materials, equipment, and labor to satisfactorily remove the manhole casting and reconstruct and repair all existing deficiencies and connections at each structure, as noted in the plan details and as directed by the engineer in the field. Properly furnish, replace, reinstall, and/or adjust inlet structure lid and/or existing casting to the existing elevation, to plan elevation, or as directed by the engineer in the field. Work shall be completed according to the pertinent requirements of standard specification 611.

Supplement standard spec 611.5.3 as follows:

D (Vacant)

E Payment

Payment is full compensation for removals, mortar, brick, structure lid, adjustment rings, drilled dowel bars, dowel bars, drilled tie bars, and salvaging and cleaning casting if required. Additionally, furnishing, hauling and placing of all materials; excavation, backfilling and disposing of excess material and all other items required to satisfactorily complete the work.

37. Cover Plates Temporary, Item 611.8120.S.

A Description

This special provision describes furnishing, installing and removing a steel plate to cover and support asphaltic pavement and traffic loading at manholes, inlets and similar structures during milling and paving operations.

B Materials

Provide a 0.25-inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

C (Vacant)

D Measurement

The department will measure Cover Plates Temporary as units, acceptably completed in place.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 611.8120.S Cover Plates Temporary Each

Payment is full compensation for furnishing, installing, and removing the cover plates.

The steel plates shall become the property of the contractor when no longer needed in the contract work.

611-006 (20030820)

38. Gates Pipe Single Leaf, 13 Ft., Item 616.0360.S.01; Gates Pipe Single Leaf, 16 Ft., Item 616.0360.S.02.

A Description

This special provision describes furnishing and erecting Single Leaf Pipe Gates in accordance to the details shown on the plans and as hereinafter provided.

B Materials

Provide black, round steel pipe that is in accordance to ASTM Designation A53, Type F.

Provide hot-rolled round bar and miscellaneous steel plates that are in accordance to ASTM Designation A36M.

Provide Grade A Concrete Masonry that is in accordance to standard spec 501.

Provide zinc-coated bolts, nuts and washers that are in accordance to ASTM Designation A325.

B.1 Paint

Provide one of the following paint systems: Rust-Oleum 9300 System Heavy-Duty Epoxy Finish with a 9334 Zinc Rich Primer; Sherwin Williams Hi-Solids Catalyzed Epoxy Finish with a Zinc Rich Primer; or Devoe Tru-Glaze-3 Epoxy Gloss Coating with a Zinc Rich Primer.

The engineer will determine the paint color.

C Construction

After fabrication of the entire pipe gate, including hinge and locking posts, abrasive blast clean the gate to the requirements of Grade SSPC-SP-10 as specified by the Steel Structures Painting Council.

Give all metal components two coats of epoxy paint over a zinc rich primer in accordance to the applicable portions of standard spec 517.

Shop apply the primer and first coat. Field apply second finish coat after erection of gate.

Center locking post is not required. Two gates will be chained together with no center post.

D Measurement

The department will measure Gates Pipe Single Leaf, (length) in units, acceptably completed in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0360.S.01	Gates Pipe Single Leaf 13 FT	Each
616.0360.S.02	Gates Pipe Single Leaf 16 FT	Each

Payment is full compensation for furnishing and installing all materials including pipe, concrete masonry, hardware, and steel plates; and for painting. 616-045 (20031103)

39. Removing Signs Type II.

Perform this work in accordance to the pertinent requirements of standard spec 638 and as hereinafter provided.

Type II signs are the department's property. All WIDOT signs removed, and not identified for reuse, shall be separated plywood from aluminum base material. Band and palletize the aluminum signs for handling with a forklift. Notify Vicki Riepl, DTD Sign Shop Coordinator (715) 635-4962, at least 3 business days prior to delivery to coordinate shipment to be delivered to the DTD Spooner Sign Shop at:

Junction 253 and 63 Greenvalley Rd. Spooner, WI 54801

40. Traffic Control.

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

Submit to the engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as shown in the plans. Submit this plan 10 days prior to the preconstruction conference.

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

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

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

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

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

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

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

- 1. Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without the approval of the engineer.
- 2. All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.
- 3. Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (yellow flashing signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1,000 feet. Activate beam when merging into or exiting a live traffic lane.

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

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

41. Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch, Item 646.0841.S.

A Description

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

B Materials

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

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

C Construction

C.1 General

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

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

C.2 Groove Depth

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

C.3 Groove Width – Longitudinal Markings

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

C.4 Groove Position

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

C.5 Groove Cleaning

C.5.1 Concrete

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

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

C.5.2 New Asphalt

Groove pavement five or more days after paving.

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

C.5.3 Existing Asphalt

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

C.6 Tape Application

Apply the tape when both the air and surface temperature are 40 degrees F and rising.

Apply tape in the groove as per manufacturer's recommendations. If manufacturer's recommendations require surface preparation adhesive

- 1) For the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee:
 - Apply SPA-60 during May 1 to September 30, both dates inclusive due to Volatile Organic Compound Limitations..
 - Apply P-50 during October 1 to April 30, both dates inclusive. –
- 2) For the remainder counties:
 - Apply either adhesive.

Refer to the manufacturer's instructions for determining when the surface preparation adhesive is set.

Tamp the wet reflective pavement marking contrast tape with a tamper cart roller, with a minimum of a 200-lb load, cut to fit the groove. Tamp a minimum of three complete cycles (6 passes) with grooved modified tamper roller cart.

D Measurement

The department will measure Pavement Marking Grooved Wet Reflective Contrast Tape (Width) for grooved applications in length by the linear foot of tape placed according to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
646.0841.S	Pavement Marking Grooved Wet Reflective Contrast	LF
	Tape 4-Inch	

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

646-022 (20120615)

42. Removing Pavement Marking.

Perform this work in accordance to standard spec 646.3.4 and as hereinafter provided.

Pavement markings required to be removed on permanent pavement (pavement that will remain at the completion of the contract) will be blasted off the pavement. Grinding the markings off the pavement will not be allowed.

43. Ramp Closure Gates Solar 37-FT, Item 662.2037.S; Ramp Closure Gates Solar 40-FT, Item 662.2040.S.

A Description

This special provision describes providing solar-powered freeway on-ramp closure gates on type 5 steel luminaire poles. This special provision also describes furnishing and delivering spare gate arms and flashers.

B Materials

B.1 General

Provide five user manuals and a listing of vendors and contact information for each manufactured component including flasher electrical components.

The engineer may allow alternates equal to specified manufactured components. The engineer may require plan detail modifications to accommodate alternates. The engineer may accept alternate arms or mounting adaptors only if the contractor can demonstrate that the department can easily remove and replace the arms.

B.2 Components

Furnish type 5 steel poles designed to carry twin 15-foot luminaire arms and conforming to standard spec standard spec 657 and with dimensions for acceptable installation of the ramp gate hardware as shown on the detail. Ensure a contiguous pole by eliminating the hand hole near base of pole, thus allowing uninhibited mounting of the gate pivot assembly.

Furnish galvanized steel nuts and bolts conforming to ASTM A307 except where designated as high strength (HS), conform to ASTM A325. For the ramp closure gate locking mechanism, furnish a handle nut to fit on a 3/4-inch bolt.

Furnish grade A36 steel for the gate supports, gate pivot assembly, and associated hardware galvanized after fabrication by either a mechanical or hot-dip process. Grind welded connections, rough edges, and burrs smooth before galvanizing to ensure a finished appearance. Ensure that the galvanized coating conforms to ASTM A 153.

Provide aluminum/fiberglass gate arms of the nominal length the bid item indicates and conforming to plan dimensions. Cover gate arms on two sides with alternating red and white shop-applied type H reflective from the department's approved products list. Also provide a shear pin base that is the manufacturer's "permanent pivot" style. Obtain components from:

B&B Roadway 15191 Hwy 243 Russellville, AL 35654 Tel: (888) 560-2060

Gate arm: model MU605

Furnish a worm gear winch with a single line vertical lift capacity of 2000 lbs. Ensure that the winch has hardened steel gears, a handgrip, permanently lubricated bearings, a reinforced arc-welded reel assembly, and mounting plate. Ensure that the winch can be mounted to the winch mount plate shown on the construction details and the handgrip can be operated without conflict with the pole or ramp gate assembly. Furnish a 2-inch outdoor rated, rot resistant polyester strap for the connection between the worm gear winch and the gate arm pivot assembly.

Furnish solar power system and batteries conforming to the following:

1. Cabinet

The cabinet shall be manufactured of 0.125-inch sheet aluminum. Nominal cabinet dimensions shall be 26.25 inches high by 15.5 inches wide by 14.75 inches deep. The cabinet shall be a two-compartment type; the bottom compartment shall have a neoprene gasket seal so as to prevent battery gases from seeping into the top compartment. The cabinet shall have wire screened insect proof louvers on each side of both compartments for ventilation. The louvers shall be designed to not allow any rain to enter the cabinet. On the bottom of the cabinet there shall be two screened insect proof drain holes.

The door shall be a single unit with a continuous piano hinge riveted to the door and the cabinet. The door shall incorporate a neoprene gasket which, when closed, forms a snug weather tight seal. The door lock shall be a standard police lock reinforced with a steel plat which is keyed the same as the standard traffic control cabinets.

Each cabinet shall be equipped with the necessary rigid back wall for mounting to a traffic signal standard. The cabinet shall have a 1-inch diameter cable entry hole at each mounting location on the back.

2. Control Panel

The control panel containing the electronics shall be mounted in the top compartment of the cabinet using bolts with wing nuts. The solar panel and battery shall be connected directly to the solar charge controller terminals. All modular components shall be easily removed for replacement or maintenance.

The solar panels, load, and battery shall be fused.

Furnish the cabinet with a 10 position terminal block for the 12 VDC power distribution. Furnish power wire terminal strips 10 position feed-through terminal blocks UL recognized for No. 22 AWG wire through No. 16 AWG wire and UL rated for 15 amps. The terminals shall be tin-plated brass with brass clips and clamps.

3. Solar Charge Controller

The solar charge controller shall control battery charging through pulse width, modulated, temperature compensating, constant charging algorithm. The solar charge controller shall have both a low voltage disconnect (LVD) of 11.4 VDC and a high voltage disconnect (HVD) of 15.5 VDC. A liquid crystal display (LCD) of battery voltage, solar array current, and load current shall be available with the solar charge controller. In addition, colored LEDs shall display battery state. A green LED shall indicate full charge, amber LED shall indicate half charge, and a flashing red LED shall indicate low charge. A solid glowing red LED shall indicate the load has been disconnected. A separate green LED shall indicate the battery is being charged.

The solar charge controller shall have a load disconnect pushbutton. When the load is disconnected the button shall glow red.

The solar charge controller shall be capable of operating in a temperature range of 40° C and $+85^{\circ}$ degrees C.

Wire terminations to the solar charge controller shall be accomplished using Euro style terminations.

4. Solar Panel

The solar panel shall be a 50-watt high efficiency, single crystal silicon solar cells that are laminated to glass with layers of ethylene vinyl acetate (EVA). The panel shall be self-cleaning, impact resistant, highly transmissive, tempered glass superstate. The panel module frame shall be made of extruded, polymer coated aluminum alloy or similar approved construction. The panel module junction box shall be a UV resistant, weatherproof wire termination system that handles #14 AWG to #8 AWG wiring. The minimum wattage for the system shall be determined by the supplier, with design calculations submitted with the bid.

5. Solar Panel Mount

The solar panel mounting system shall consist entirely of non-corrosive materials, including aluminum brackets and zinc-plated hardware. The solar panel shall be mounted at angle of 60 degrees from horizontal, shall mount to a pole with a nominal diameter of 4-inches, and shall be designed for minimum of 30 pound per square foot.

6. Battery

The battery shall be a 99-amp-hour type 31 AGM maintenance-free, deep cycle, 12 volt DC battery. It shall contain valve regulation with a self-discharge rate of 1% per month or less (at 20° C). The battery shall utilize T881 terminals. The positive terminal shall be covered with a rubber boot to protect the battery from accidental shorting. Place dielectric grease on battery terminals.

Furnish gate flasher assemblies conforming to the following:

- 1. A 2-conductor battery connector, rated 12 volts at 5 amps minimum.
- 2. A 2-amp weather resistant in-line fuse and fuse holder.
- 3. Wiring harness made from 6-conductor 14 AWG stranded insulated control cable.
- 4. A 12 V flasher controller, capable of providing LED flashers with 5% to 100% duty cycle at a one-second pulse repetition rate.
- 5. A 4-conductor male/female electrical connector pair, 10 amp capacity for each connection, weather resistant, and mounted to allow rapid gate arm replacement.
- 6. A 5-amp mercury switch with less than 3 ohms "on" resistance and a 20 to 30 degree activation angle. Mount the switch on the gate arm to activate the flashers when the gate arm is lowered more than 45 degrees from vertical.
- 7. Furnish red LED flashers meeting the requirements of the MUTCD and/or AREMA standards for hue and brightness.

Power consumption	0.45 amp @ 10.5 V
Life expectancy	100,000 hrs
Directionality	0-degree cone orthogonal to face of flasher
Compliance temperature	-40° C to +70° C

Furnish electrical wires with jackets conforming to the following color scheme throughout the ramp closure gate system:

- From Solar Panel to Controller Cabinet
 - Positive = Blue
 - Negative = White
- From Controller Cabinet to Gate Arm Flashers
 - Common = White
 - Flasher Circuit #1 = Red
 - Flasher Circuit #2 = Blue

Furnish a weatherproof hardened steel padlock with a minimum 2 1/4-inch shackle height and user programmable 4-digit combination.

C Construction

C.1 Ramp Closure Gates

Under the Ramp Closure Gates bid items, provide ramp closure gate at the locations the plans show. Apply marine grade anti seize compound to all bolt threads and to the interface between the aluminum base and steel pole. The engineer may direct adjustment

of the gate arm assembly to ensure the correct vertical and angular orientation of the completed closure gate.

Install the solar power system and battery as the plans show. The engineer may direct adjustment of the solar power unit to ensure the correct orientation to the sun.

Connect the battery to the wiring harness through the female side of a 2-terminal polarized electrical connector. Connect male side of this connector to the flasher controller and the female side of a weatherproof polarized 4-conductor electrical connector.

Attach the male side of the 4 conductor electrical connector, mercury switch, wiring harness, and the three LED flasher units to the portion of the flasher assembly mounted on the breakaway portion of the gate arm. Adjust mercury switch so that as the gate arm is lowered to a maximum of 45 degrees from the vertical, the gate flasher assembly is energized, and the LEDs begin to flash. Ensure that when the gate arm is raised to a minimum of 15 degrees from vertical, the mercury switches the gate flasher assembly off.

Install structure identification plaques in the location the plan details show.

Contact Joanna Bush of the WisDOT at 608.261.5845 to obtain structure identification number.

C.2 Furnishing Gate Arms

Under the Ramp Closure Gate Arms Stockpile bid items, furnish and deliver spare arms of the nominal length the bid item indicates conforming to B.2. Deliver spare gate arms to an address provided by:

N/A

C.3 Furnishing Flashers

Under the Ramp Closure Gate Flasher Stockpile bid item, furnish and deliver spare gate flasher assemblies conforming to B.2. Deliver spare gate arms to an address provided by:

N/A

D Measurement

The department will measure the Ramp Closure Gates Solar bid items as each individual installation, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
662.2037.S	Ramp Closure Gates Solar 37-FT	Each
662.2040.S	Ramp Closure Gates Solar 40-FT	Each

Payment for the Ramp Closure Gate Solar bid items is full compensation for providing ramp closure gates including support poles; for gate arm assemblies including guides, collars, and gate arms; for cabinets, wiring, and power converters; for structure identification plaques; and for gate flashers.

662-010 (20130615)

44. Cable Shim Replacement, Item SPV.0060.01.

A Description

This special provision describes removing existing, furnishing new and installing new cable shims inside the tied arch for Structure B-16-38 as shown on the plans, and according to the applicable provisions of standard spec 506 and as hereinafter provided.

B Materials

The cable shims shall be stainless steel type 304.

C Construction

Measure the existing shim packs at each cable in the field in order to verify the thickness. Provide new shims in order to match the existing shim thickness. Jack the individual tied arch cables as indicated in the plans from within the tied arch in order to remove the existing shim packs and then install the new shim packs.

Obtain prior approval from the engineer for the method of jacking each cable and for supporting them during the replacement operations.

Monitor and record the jacking pressures as indicated on the plans.

D Measurement

The department will measure Cable Shim Replacement as each individual cable, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.01Cable Shim ReplacementEach

Payment is full compensation for removing the existing cable shims; for providing new cable shims; and for installing new cable shims.

45. Temporary Median Guardrail, Item SPV.0060.02.

A Description

This special provision describes furnishing and installing temporary median guardrail as shown on the plans, as directed by the engineer, and in accordance to standard spec 614.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Temporary Median Guardrail as each individual temporary median guardrail section, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.02Temporary Median GuardrailEach

Payment is full compensation for furnishing and installing the temporary median guardrail; for removing the temporary median guardrail; and for repairing the median parapet after removal of the temporary median guardrail.

46. Fiberglass Downspouts, Item SPV.0060.03.

A Description

This special provision describes removing the existing downspouts and furnishing and installing new fiberglass downspouts as shown on the plans, as directed by the engineer, and in accordance to standard spec 514.

B Materials

The downspouts shall be thermosetting resin pipe (RTRP) conforming to standard spec 514.2.

C Construction

Remove the existing downspouts according to standard spec 203.

D Measurement

The department will measure Fiberglass Downspouts as each individual downspout, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.03Fiberglass DownspoutsEach

Payment is full compensation for removing the existing downspout; and for furnishing and installing the new downspouts.

47. Drain Grate Castings, Item SPV.0060.04.

A Description

This special provision describes removing the existing drain grate castings and furnishing and installing new drain grate castings as shown on the plans, as directed by the engineer, and in accordance to standard spec 514.

B Materials

The new grate castings shall be iron castings conforming to standard spec 611.

The new floor drain frames shall be structural carbon steel conforming to standard spec 506.2.

C Construction

Remove the existing drain grate casting according to standard spec 203.

D Measurement

The department will measure Drain Grate Castings as each individual drain grate casting, 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.0060.04 Drain Grate Castings Each

Payment is full compensation for removing the existing castings; and for furnishing and installing the new castings.

48. Tie Girder Door Replacement, Item SPV.0060.05.

A Description

This special provision describes furnishing and installing tie girder access doors and all incidental hardware in accordance to standard spec 506, ANSI/AASHTO/AWS D1.5-95 Bridge Welding Code, as shown on the plans, and as hereinafter provided.

B (Vacant)

C Construction

Remove the existing tie girder access doors and associated hardware, including the existing drip bars.

The new drip bar is to be fabricated and welded to the existing tie girder prior to painting operations.

Install tie girder access doors and hardware prior to painting operations. After all required painting is complete, use an approved silicone caulk to caulk all hinges and hasps full perimeter where attached to the tie girders.

D Measurement

The department will measure Tie Girder Door Replacement by each individual door acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.05Tie Girder Door ReplacementEach

Payment is full compensation for removing the existing doors and associated hardware; for furnishing and installing the doors.

49. Structure Sidewalk Manhole, Item SPV.0060.06.

A Description

This special provision describes furnishing and installing manholes and all incidental hardware in accordance to standard spec 611, as shown on the plans, and as hereinafter provided.

B Materials

The materials of the new manholes shall be in accordance to standard spec 611.2.

C Construction

Remove the existing manholes and associated hardware located in the sidewalk of the existing Bong Bridge structure.

Install new manholes and hardware.

D Measurement

The department will measure Structure Sidewalk Manhole by each individual manhole, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.06Structure Sidewalk ManholeEach

Payment is full compensation for removing the existing manholes; and for furnishing and installing the new manholes.

50. Cleaning and Painting Cable Collars, Item SPV.0060.07.

A Description

This special provision describes cleaning and painting the existing steel cable collars as shown on the plans, as directed by the engineer, and in accordance to standard spec 517.

B Materials

Furnish a complete epoxy coating system from the department's approved product list. The color of epoxy shall be white and the urethane coating material shall match the color number 27925 in accordance to Federal Standard Number 595B, as printed in 1989. Supply the engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the minimum drying time for shop or field applied coats, and the recommended procedures for coating galvanized bolts, nuts, and washers.

C Construction

C.1 Surface Preparation

Clean areas of loose paint and rust by wire brushing, grinding, or other mechanical means. Sound paint does not need to be removed.

After clean up and storage of waste material, blast cleaning is allowed for only those areas where paint has been removed. Shield adjacent painted areas during blast cleaning operations.

Furnish adequate containment methods as required to contain and collect waste material resulting from the preparation of painted steel surfaces for painting. All cleanup activities should minimize dust. Store waste materials in hazardous waste containers provided by the department.

C.2 Coating Application

Apply paint in a neat, workmanlike manner, and in accordance to the manufacturer's instructions and recommendations. Paint application shall be brushed on.

D Measurement

The department will measure Cleaning and Painting Cable Collars as each individual cable collar, 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.0060.07 Cleaning and Painting Cable Collars Each

Payment is full compensation for preparing and cleaning the designated cable collars; furnishing and applying the paint; cleaning up, and containing and collecting all waste materials.

51. Luminaires Utility LED-B, Item SPV.0060.08.

A Description

This special provision describes replacement of existing luminaires and furnishing and installing new Luminaires Utility LED-B. Reference plans for additional work required related to vertical wiring replacement as incidental to this bid item.

B Materials

Furnish Luminaires Utility LED-B from the Department Qualified Product List. Luminaires shall conform to applicable portions of standard spec 659.2.2 and the WisDOT Specifications for LED Roadway Luminaires. The luminaire housing shall be all aluminum with factory finished durable corrosion and UV resistant gray powder-coated or anodized aluminum finish. Housing access shall be tool-free. The luminaire/arm mounting configuration shall fit the specified pole fitter being used per the plan. The luminaire shall be UL listed. IP 66 rated.

A NEMA sized "Category Label" label shall be fixed to the bottom of the luminaire and be visible from a passing vehicle.

The luminaire shall be equipped with a voltage-sensing LED driver, to accommodate 120-277V with 90% power factor and THD 20% max at full load. Surge protection shall be provided and tested in accordance to the specifications. The luminaire shall also be equipped with a quick-disconnect plug for connecting the pole riser wires to the terminal block. A strain relief shall retain the pole riser wires within the luminaire.

Furnish shop drawings as specified in standard spec 506.3.2, except submit five copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the dimensions of all equipment shown in the plans.

C Construction

Under the bid item Luminaires Utility LED-B, furnish and install luminaires and all necessary miscellaneous accessories and hardware to complete the installation of the luminaires.

The contractor shall follow manufacturer's instructions regarding luminaire installation.

Three single-conductor No. 12 stranded wires shall be used to connect the luminaires to their respective branch conductors in the pole base. Each luminaire feeder wire shall be protected by one 5-amp fuse. Fuses and fuse holders shall be as per the details in the Plan. Provide removal of vertical wiring and fusing as incidental to this bid item and dispose of off-site.

All exposed threaded equipment mounting hardware shall be stainless steel.

The contractor shall coat all threaded stainless steel hardware and dissimilar metal, threaded hardware with an approved zinc-based anti-seize compound (Loctite or Jet-Lube) prior to assembly.

There shall be a sticker placed on the bottom of the luminaire to clearly identify the WisDOT Luminaire Category A, B, C, or D as applicable. The sticker should be visible from to a person standing on the ground and is incidental to the luminaire item.

D Measurement

The department will measure Luminaires Utility LED-B as each individual lighting unit, acceptably completed. This includes vertical wiring and fusing.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.08 Luminaires Utility LED-B Each

Payment is full compensation for furnishing and installing all materials, including luminaire, accessories, hardware and fittings necessary to install the luminaire workable first class condition.

52. Luminaires Utility LED (MnDOT), Item SPV.0060.09.

A Description

This special provision describes replacement of existing (MnDOT) luminaires and furnishing and installing new Luminaires Utility LED (MnDOT).

B Materials

Furnish Luminaires Utility LED (MnDOT) from MnDOT's Approved/Qualified Product List. Luminaires shall conform to applicable portions of MnDOT Specifications for LED Roadway Luminaires. Luminaires shall be an LED with appropriate performance to replace existing 200w HPS fixtures one for one.

Furnish shop drawings. Submit 5 copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the dimensions of all equipment shown in the plans.

C Construction

Under the bid item Luminaires Utility LED (MnDOT), furnish and install luminaires and all necessary miscellaneous accessories and hardware to complete the installation of the luminaires.

The contractor shall follow manufacturer's instructions regarding luminaire installation.

The contractor shall coat all threaded stainless steel hardware and dissimilar metal, threaded hardware with an approved zinc-based anti-seize compound (Loctite or Jet-Lube) prior to assembly.

D Measurement

The department will measure Luminaires Utility LED (MnDOT) as each individual lighting unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.09Luminaires Utility LED (MnDOT)Each

Payment is full compensation for furnishing and installing all materials, including luminaire, accessories, hardware and fittings necessary to install the luminaire workable first class condition.

53. Removing Signs, Historical Marker, Item SPV.0060.10.

This work shall be in accordance to the pertinent requirements of standard spec 638 and as provided here.

The Bong Memorial Bridge signs located on existing westbound USH 2 are the department's property. Return historical marker / shield signs to the Northwest Region office palletized for handling with a forklift. Northwest Superior Regional Maintenance Engineer, Lance Burger shall be notified at (715) 392-7965 at least three business days prior to delivery to coordinate shipment to be delivered to the Northwest Region Superior Office at:

1701 N. 4th Street Superior, WI 54880

54. Pavement Marking Grooved Contrast Preformed Thermoplastic Arrows Type 1, Item SPV.0060.12; Pavement Marking Grooved Contrast Preformed Thermoplastic Arrows Type 2, Item SPV.0060.13; Pavement Marking Grooved Contrast Preformed Thermoplastic Arrows Type 3R, Item SPV.0060.14; Pavement Marking Grooved Contrast Preformed Thermoplastic Words, Item SPV.0060.15; Pavement Marking Grooved Contrast Preformed Thermoplastic Arrows Type 2R, Item SPV.0060.19; Pavement Marking Grooved Contrast Preformed Thermoplastic Arrows Type 3, Item SPV.0060.20.

A Description

This special provision describes grooving the pavement surface, and furnishing and installing contrast preformed thermoplastic pavement marking as shown on the plans, in accordance to standard spec 647, and as hereinafter provided.

B Materials

Furnish 125 mils preformed thermoplastic pavement marking from the department's approved products list. If required, furnish sealant material recommended by the manufacturer.

C Construction

C.1 General

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

Plane the grooved lines in accordance to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

C.2 Groove Depth

Cut the groove to a depth of $120 \text{ mils } \pm 10 \text{ mils}$ deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Width – Linear Markings

Cut the groove 1-inch wider than the width of the thermoplastic.

C.4 Groove Position

Position the groove edge in accordance to the plan details.

C.4.1 Linear Marking

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

C.4.2 Special Marking

Groove at a minimum of 4-inches from the perimeter of the special marking. Groove separate areas for Word Items.

C.5 Groove Cleaning

C.5.1 Concrete

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

C.5.2 Asphalt

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

C.6 Preformed Thermoplastic Application

Preheat the surface if necessary based on manufacturer's recommendation.

Apply preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive – the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet.

D Measurement

The department will measure Pavement Marking Contrast Grooved Preformed Thermoplastic by the unit, acceptably placed, or in length by the linear foot of tape placed in accordance to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Pavement Marking Contrast Grooved Preformed	Each
	Thermoplastic Arrows Type 1	
SPV.0060.13	Pavement Marking Contrast Grooved Preformed	Each
	Thermoplastic Arrows Type 2	
SPV.0060.14	Pavement Marking Contrast Grooved Preformed	Each
	Thermoplastic Arrows Type 3R	
SPV.0060.15	Pavement Marking Contrast Grooved Preformed	Each
	Thermoplastic Words	
SPV.0060.19	Pavement Marking Contrast Grooved Preformed	Each
	Thermoplastic Arrows Type 2R	
SPV.0060.20	Pavement Marking Contrast Grooved Preformed	Each
	Thermoplastic Arrows Type 3	

Payment is full compensation for cleaning and preparing the pavement surface, furnishing and installing the material.

55. Removing Overhead Sign Structure S-16-002, Item SPV.0060.16.

A Description

This special provision describes removing overhead sign Structure S-16-002 located at approximately Station 162+50 in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C Construction

Remove overhead sign structure and concrete footings, backfill the resulting holes, and dispose of all materials outside of the right-of-way in accordance to standard specs 204.3 and 638.3. Removal of overhead sign structure will need to be accomplished during off-peak travel times with traffic stopped with the aid of flaggers.

D Measurement

The department will measure Removing Overhead Sign Structure S-16-002 as a single lump sum unit of work for removal, acceptably completed.

E Payment

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.16	Removing Overhead Sign Structure S-16-002	Each

56. Remove and Replace Steel Plate Beam Guard Energy Absorbing Terminal, Item SPV.0060.17.

A Description

This special provision describes removing existing energy absorbing terminal (EAT), storing, and reinstalling in its original location.

B (Vacant)

C Construction

Perform work in accordance to the pertinent requirements of standard spec 614.3.7 and as herein provided. Salvage all rails, posts, hardware, and all connections for reinstallation. Store until reinstallation is required.

D Measurement

The department will measure Remove and Replace Steel Plate Beam Guard Energy Absorbing Terminal as each individual EAT, 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.0060.17 Remove and Replace Steel Plate Beam Guard Energy
Absorbing Terminal

Payment is full compensation for removing the EAT from its existing location; transporting the EAT from its existing location to a temporary storage location and back to its final location; for installing the EAT; and for replacing contractor-damaged materials.

57. Landscape Planting Surveillance and Care Cycle Special, Item SPV.0060.18.

A Description

Perform this work in accordance to standard spec 632 and as hereinafter provided.

B Materials

Furnish materials in accordance to standard spec 632.3.19.1.

All plants shall be grown within the states of Wisconsin, Minnesota or Michigan located within Zone 4 of the "Plant Hardiness Zone Map" produced by the United States Department of Agriculture, Miscellaneous Publications No. 1475, issued January 2012, unless otherwise approved by the engineer.

C Construction

Delete standard spec 632.3.18.1.1 and replace with the following:

Performance of work in accordance to standard spec 632.3.18.1.1 is modified to an establishment period of one year extending to October 15, 2015.

Delete standard spec 632.3.19.1.(2) and replace with the following:

Proper care of plants consists of watering, weeding, cultivating, pruning, spraying, tightening braces and guys, retying wrapping, re-mulching, and other work necessary to keep the plants in a neat appearance and healthy growing condition. In addition to the watering required for planting under standard spec 632.3.7, perform complete watering at 7-day intervals for the first 6 weeks after final acceptance. After the initial establishment period, perform care cycle maintenance on an interval of 10 to 14 days until October 15, 2014. From the period of May 15 to July 1 of the following growing season, provide a care cycle of a 7-day interval and a 10 to 14 day interval after July 1 until October 15, 2015. The interval is referred to as a care cycle. This interval may lengthen if weather conditions and soil moisture allows. The engineer may order additional watering at any time during the plant establishment period if conditions require

D Measurement

The department will measure Landscape Planting Surveillance and Care Cycle Special as each individual care cycle the care specialist, 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.0060.18 Landscape Planting Surveillance and Care Cycle Special Each

Payment for Landscape Planting Surveillance and Care Cycles is full compensation for furnishing all the work required under this bid item. The department will assess damages under the Failing to Perform Landscape Surveillance administrative item for failing to perform the required surveillance and care as specified in standard spec 632.3.19.2.

58. Existing Roadway Lighting Removal and Relocation, Item SPV.0060.21.

A Description

This special provision describes work noted on the plans for existing roadway lighting between stations 158+00 EB and 162+00 EB on Belknap. This work is related to the removal, storage, relocation, and reinstallation as indicated on the plans. Standard bids items such as new conduit, new conductors, new transformer bases, and new pull boxes are not included in this special provision.

B Materials

As noted on plans and schedules.

C Construction

Under the bid item Existing Roadway Lighting Removal and Relocation, provide the work per the plan notes and include all necessary miscellaneous material, accessories, and hardware to complete the removal, relocation, and reinstallation work.

D Measurement

The department will measure Existing Roadway Lighting Removal and Relocation as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.21Existing Roadway Lighting Removal and RelocationEach

Payment is full compensation for furnishing and installing all materials, accessories, hardware and fittings necessary to remove, store, relocate and reinstall the lighting assemblies in workable first class condition.

59. Suspender Cable Coating, Item SPV.0090.01.

A Description

This special provision describes furnishing coating materials and the application of the coating to the suspender cables of the Bong Bridge (B-16-38, Unit 13). It shall include the preparation of the surfaces to be coated, the application, protection, and drying of the coating; the protection of traffic and property upon and in the vicinity of the structure; the protection of all portions of the structure against disfigurement by coating material; and the supplying of all equipment, tools, tackle, scaffolding, labor, materials and incidentals necessary to complete the work in accordance to the requirements of the specifications and contract.

B Materials

B.1 General Requirements

The coating used in the work shall be Bridon Metalcoat, as manufactured by:

Bridon International, Ltd. Bridon Structural Systems Carl' Hill Doncaster South Yorkshire DN4 8DG United Kingdom

Telephone: +44 (0) 1302 382218

Fax: +44 (0) 1302 382223 Web site: www.bridonltd.com E-mail: bridges@bridonltd.com

The coating shall be field mixed in accordance to the manufacturer's directions.

B.2 Containers

The coating shall be packaged in strong, tight. standard commercial, metal containers of 22.5 L capacity.

Each container shall be plainly marked with the name of the manufacturer, the type of coating contained and the date of manufacture. Containers shall have tight filling covers.

B.3 Bridon Metalcoat Steel Cable Coating

B.3.1 General Requirements

The coating shall not skin, liver, curdle or thicken materially in the container. It shall brush or wipe on easily at package consistency and shall permit lapping without difficulty.

B.3.2 Composition and Properties

Pigment

Aluminum Finke Suspension

Vehicle

Phenol formaldehyde Resin

Petroleum Jelly

Hydrocarbon Solvents

Other Corrosion Resistant Elements

Finished Coating Technical Data

Color Aluminum/Gray

Dry Time Touch Dry 4 Hours at 60° F

Density @ 59° F 1.1 Flash Point PMC 104° F Solids by Mass (percent) 70%

Film Thickness 4.2 mils (single application)

Operating Temperature -40° F to 122° F

Clean-up Solvent Petroleum Based Solvents, Kerosene, Diesel Fuel

C Construction

C.1 General

The surfaces of the cables first shall be properly cleaned and prepared. Only the exposed surfaces of the cables outside of the arch are to be coated. The contractor shall furnish a manlift for coating application, and for permitting inspection of the cables prior to und after coating.

C.2 Weather Conditions

The coating shall not be applied when the air is misty or when conditions arc otherwise unsatisfactory for the work. It shall not be applied to damp or frosted surfaces. It shall not be applied when the temperature of either the air or cable is below 0° F or above 85° F.

C.3 Cleaning of Surfaces

Cable surfaces shall be cleaned thoroughly, removing rust, dirt, oil or grease and other foreign substances such as caulk located at the arch and tie girder cable opening cover castings. Heavy, loose rust and dirt shall be removed by the use of wire brushes. Tools which excessively scar the cables shall not be used. Oil and grease shall he removed by solvent cleaning in accordance to SSPC-SPI. All dust or other loose material shall be removed completely by brushing or other satisfactory methods.

C.4 Mixing

The coating shall be stirred sufficiently while being used to keep the solids in uniform suspension. The coating shall be mixed in accordance to the manufacturer's directions to form a smooth consistency. Mixing shall be done as far as practical in the original container and shall be continued until all the metallic powder is in suspension. Care shall he taken to ensure all solids that have settled to the bottom of the container are dispersed thoroughly.

C.5 Application

The coating shall be done in a neat and skillful manner. It is applied and handled in a manner similar to heavy pigmented paint. It shall be applied by hand using either a brush or fleece-lined gloves. The coating shall be applied such that the wire interstices of the cable are covered. The cable's outer surface shall have a uniform finished coating.

Thinning with white spirit, if necessary for proper application during cool weather, shall be done in accordance to the manufacturer's recommendations.

C.6 Coating Removal

Coating which does not conform to the requirements of the specifications, or which is unsatisfactory in the opinion of the engineer, shall be removed and the cable thoroughly cleaned and recoated or otherwise corrected at the expense of the contractor. The coating material may be removed with petroleum-based solvents, kerosene or diesel fuel.

C.7 Field Coating

If traffic produces visible dust, the contractor shall, without additional compensation, allay the dust for the necessary distance on each side of the site and take any other precautions necessary to prevent dust and dirt from coming in contact with freshly coated cables or with cables before the coating is applied.

D Measurement

The department will measure Suspender Cable Coating by the linear foot, acceptably completed.

The quantity measured for payment shall be the summation of the lengths between each cable's anchor blocks. Removal and replacement of the castings, bolls, and caulk shall be incidental to coating of the cables.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.01Suspender Cable CoatingLF

Payment is full compensation for cleaning the cables; for furnishing and applying the coating materials; for removing and replacing the cable opening cover castings.

60. Debris Removal Parapets, Item SPV.0090.02.

A Description

This special provision describes cleaning between the dual parapets located in the median of the Wisconsin approach and removal and disposal of collected materials.

B (Vacant)

C Construction

C.1 Cleaning Operation

Remove accumulated debris from between existing median parapets including soil, trash, foliage, and other materials not intended to be there as directed by the engineer. Debris Removal Parapets should be completed prior to cleaning and resealing of the parapets.

D Measurement

The department will measure Debris Removal Parapets by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.02Debris Removal ParapetsLF

Payment is full compensation for debris removal, disposal, clean up.

61. Remove and Replace Steel Plate Beam Guard Class A, Item SPV.0090.03.

A Description

This special provision describes removing existing steel plate beam guard, storing, and reinstalling in its original location.

B (Vacant)

C Construction

Perform work in accordance to the pertinent requirements of standard spec 614.3 and as herein provided. Salvage all rails, posts, hardware, and all connections for reinstallation. Store until reinstallation is required. Replace contractor-damaged materials.

D Measurement

The department will measure Remove and Replace Steel Plate Beam Guard Class A by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.03 Remove and Replace Steel Plate Beam Guard Class A LF

Payment is full compensation for removing beam guard, posts, hardware and all connections and components from its existing location, transporting to a temporary storage location, and back to its final location; for installing the beam guard; and for replacing contractor-damaged materials.

62. Pavement Marking Grooved Contrast Preformed Thermoplastic 18-Inch, Item SPV.0090.04.

A Description

This special provision describes grooving the pavement surface, and furnishing and installing preformed thermoplastic pavement marking as shown on the plans, in accordance to standard spec 647, and as hereinafter provided.

B Materials

Furnish 125 mils preformed thermoplastic pavement marking from the department's approved products list. If required, furnish sealant material recommended by the manufacturer.

C Construction

C.1 General

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

Plane the grooved lines in accordance to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

C.2 Groove Depth

Cut the groove to a depth of 120 mils ± 10 mils deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Width – Linear Markings

Cut the groove 1-inch wider than the width of the thermoplastic.

C.4 Groove Position

Position the groove edge in accordance to the plan details.

C.4.1 Linear Marking

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

C.4.2 Special Marking

Groove at a minimum of 4-inches from the perimeter of the special marking. Groove separate areas for Word Items.

C.5 Groove Cleaning

C.5.1 Concrete

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

C.5.2 Asphalt

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

C.6 Preformed Thermoplastic Application

Preheat the surface if necessary based on manufacturer's recommendation.

Apply preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive – the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet

D Measurement

The department will measure Pavement Marking Grooved Preformed Thermoplastic (Inch) in length by the linear foot of tape placed, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.04 Pavement Marking Grooved Contrast Preformed LF

Thermoplastic 18-Inch

Payment is full compensation for cleaning and preparing the pavement surface, and for furnishing and installing the material.

63. Pavement Marking Grooved Contrast Preformed Thermoplastic 4-Inch, Item SPV.0090.05; Pavement Marking Grooved Contrast Preformed Thermoplastic 8-Inch, Item SPV.0090.06.

A Description

This special provision describes grooving the pavement surface, and furnishing and installing contrast preformed thermoplastic pavement marking as shown on the plans, in accordance to standard spec 646, and as hereinafter provided.

B Materials

Furnish 125 mils contrast preformed thermoplastic pavement marking from the department's approved products list. If required, furnish sealant material recommended by the manufacturer.

C Construction

C.1 General

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

Plane the grooved lines in accordance to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

C.2 Groove Depth

Cut the groove to a depth of 120 mils ± 10 mils deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Width – Linear Markings

Cut the groove 1-inch wider than the width of the thermoplastic.

C.4 Groove Position

Position the groove edge in accordance to the plan details.

C.4.1 Linear Marking

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

C Construction

C.1 General

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

Plane the grooved lines in accordance to details in the plan. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

C.2 Groove Depth

Cut the groove to a depth of $120 \text{ mils } \pm 10 \text{ mils from the pavement surface or, if tined,}$ from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Width – Longitudinal Markings

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

C.4 Groove Position

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

C.5 Groove Cleaning

C.5.1 Concrete

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the adhesive, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

C.5.2 New Asphalt

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

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

C.5.3 Existing Asphalt

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

C.6 Preformed Thermoplastic Application

Preheat the surface if necessary based on manufacturer's recommendation.

Apply contrast preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive – the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet.

D Measurement

The department will measure Pavement Marking Grooved Preformed Thermoplastic (Inch) in length by the linear foot of tape placed, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT		
SPV.0090.05	Pavement Marking Grooved Contrast Preformed	LF		
	Thermoplastic 4-Inch			
SPV.0090.06	Pavement Marking Grooved Contrast Preformed	LF		
	Thermoplastic 8-Inch			

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

64. Concrete Curb and Gutter Cure and Seal Treatment, Item SPV.0090.07.

A Description

This work includes treating all newly constructed concrete curb and gutter with a surface cure and seal treatment as shown on plans, and as hereinafter provided.

B Materials

Materials shall conform to a clear treating material listed on the current approved WISDOT product list for "Cure and Seal Compounds for Non-Trafficked Surfaces on Structural Masonry".

C Construction

Application rates for the treating material shall be in accordance to the manufacturer's specifications.

D. Measurement

The department will measure Concrete Curb and Gutter Cure and Seal Treatment by the linear foot, acceptably completed.

E. Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.07 Concrete Curb and Gutter Cure and Seal Treatment LF

Payment is full compensation for furnishing and applying Concrete Curb and Gutter Cure and Seal Treatment.

65. Pavement Marking Grooved Preformed Thermoplastic Stop Line 18-Inch, Item SPV.0090.08.

A Description

This special provision describes furnishing, grooving and installing preformed thermoplastic pavement markings as shown on the plans, in accordance to standard spec 647 and as hereinafter provided.

B Materials

Furnish preformed plastic pavement marking and adhesive material per manufacturer's recommendations, if required, from the department's approved products list.

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

C Construction

C.1 General

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

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

C.2 Groove Depth

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

C.3 Groove Width - Longitudinal Markings

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

C.4 Groove Position

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

C.5 Groove Cleaning

C.5.1 Concrete

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

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

C.5.2 New Asphalt

Groove pavement 10 or more days after paving.

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

C.5.3 Existing Asphalt

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

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

C.6 Tape Application

Apply the preformed plastic pavement markings when both the air and surface temperature are 40 degrees F and rising.

Application of the tape in the groove without additional surface preparation adhesive will be as follows due to Volatile Organic Compound Limitations:

- May 1 to September 30, both dates inclusive the Southeast Region and the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.
- June 1 to August 31 the Southwest Region, and the Northeast, North Central, and Northwest Regions except for the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.

Application of the tape in the groove with additional surface preparation adhesive will be as follows due to Volatile Organic Compound Limitations:

- October 1 to April 30, both dates inclusive the Southeast Region and the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.
- September 1 to May 31, both dates inclusive the Southwest Region, and the Northeast, North Central, and Northwest Regions except for the ozone nonattainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.

The surface preparation adhesive must be set (feels tacky but is no longer in liquid form) and have a matte finish rather than a glossy wet appearance. Refer to the manufacturer's instructions for determining when the surface preparation adhesive is set.

Tamp the wet reflective the pavement marking tape with a tamper cart roller, with a minimum of a 200-lb load, cut to fit the groove. Tamp a minimum of three complete cycles (6 passes) with grooved modified tamper roller cart.

D Measurement

The department will measure Grooved Preformed Plastic (Type) (Size) in length by the linear foot of tape placed, acceptably completed.

E Payment

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

following bid item:

ITEM NUMBER DESCRIPTION UNIT SPV.0090.08 Pavement Marking Grooved Preformed Thermoplastic LF

Stop Line 18-Inch

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

66. Concrete Curb and Gutter 4-Inch Sloped 36-Inch Type A Modified, Item SPV.0090.09.

A Description

This special provision section describes furnishing and installing Concrete Curb and Gutter 4-Inch Sloped 36-Inch Type A Modified in accordance to standard spec 601.

B Materials

Supply material according to standard spec 501.2.

C Construction

Install the curb and gutter with an 8-inch gutter thickness.

D Measurement

The department will measure Concrete Curb and Gutter 4-Inch Sloped 36-Inch Type A Modified according to standard spec 601.4.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.09 Concrete Curb and Gutter 4-Inch Sloped 36-Inch LF

Type A Modified

Payment is full compensation in accordance to standard spec 601.5.

67. Cure-In-Place Pipe Lining, Item SPV.0090.10.

A Description

This special provision describes the reconstruction of an existing storm sewer or culvert by the installation of a resin-impregnated flexible tube which is formed to the original conduit so as to not damage the existing storm sewer system or the resin-impregnated flexible tube. When cured, the "cured-in-place pipe" (CIPP) will be continuous and tight fitting.

This specification references ASTM F1216 (Rehabilitation of Pipelines by the Inversion and Curing of a Resin-Impregnated Tube), ASTM F1743 (Rehabilitation of Pipelines by Pulled-In-Place Installation of a Cured-In-Place Thermosetting Resin Pipe), ASTM D5813 (Cured-In-Place, Thermosetting Resin Sewer Pipe), and ASTM D790 (Test Methods for Flexural Properties of Non-reinforced Plastics) which are made a part thereof by such reference and be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

The process (materials, methods, workmanship) must be proven through previous successful installations to an extent and nature satisfactory to the department and commensurate with the size of the project under the proposed contract. Clearly identify the contractor, the proposed method of reconstruction, and the product manufacturer's name.

B Materials

All culvert pipes to be lined are 18-inch corrugated metal culvert pipe.

Tube - The tube shall meet the requirements of ASTM F1216 or ASTM F1743. Construct the tube to withstand installation pressures, have sufficient strength to bridge missing pipe, stretch to fit irregular pipe sections, and invert smoothly around bends.

The wet out tubes shall have a uniform thickness that when compressed at installation pressures will meet or exceed the design thickness.

The tube shall be constructed to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance shall be made for circumferential stretching during inversion. Overlapped layers in longitudinal seams that cause lumps in the final product shall not be utilized.

The outside layer of the tube (before wet out) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnated (wet out) procedure.

The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated Elastomeric layers. No material included in the tube may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment could be made.

Seams in the tube shall be stronger than the unseamed material. Where the length requires the joining, the joint shall not be perpendicular to the long axis but spirally formed and sewn.

Mark the outside of the tube for distance at regular intervals along its entire length, not to exceed five feet. Such markings shall include the manufacturer's name or identifying symbol. The tubes must be manufactured in the USA.

Resin - The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.

Structural Requirements

Submit design calculations that meet the requirements of the manufacturer and that are designed as per ASTM F1216, Appendix XI. The CIPP design shall assume no bonding to the original pipe wall. The Long-Term Flexural Modulus to be used in design shall be verified by independent testing (such as the Trenchless Technology Center at Louisiana Tech University). Such Long-Term Modulus shall not exceed 50% of the short-term values given in Section 5.3. CIPP thickness shall not be less than that which is computed from the DR's given in Table #1, for resin systems with physical properties shown.

Uniformly bond the layers of the cured CIPP. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.

The cured pipe material (CIPP) shall conform to the structural properties, as listed below.

Table 1: Design Requirements

MINIMUM PHYSICAL PROPERTIES			
	Test Method	Resin per ASTM F1216	Resin with 400,000 psi Properties
Modulus of Elasticity	ASTM D790	250,000	400,000 psi
Flexural Stress	ASTM D790	4,500	4,500 psi
MH010042- MH020083		0.18 in. (4.5 mm)	0.18 in. (4.5 mm)

Testing Requirements

Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.

Hydraulic Capacity - Overall, the Hydraulic profile shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

CIPP Field Samples - When requested by the department, submit test results from previous field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified have been achieved in previous field applications.

C Construction

The department will locate and designate all manhole / inlet access points open and accessible for the work, and provide rights of access to these points. If a street must be closed to traffic because of the orientation of the sewer, the department shall institute the actions necessary to do this for the mutually agreed time period. The contractor shall give the department a 24-hour notice if a street requires to be closed to traffic. The department will also provide free access to water hydrants for cleaning, inversion and other work items requiring water. Any connection to hydrants made by the contractor shall utilize an approved backflow preventer. Hydrant use shall be coordinated with the department prior to the beginning of the project.

Cleaning of Sewer Lines – The department has already cleaned and televised the storm sewer lines. All pipes listed for lining are free of obstructions and can be lined without any restoration work.

Bypassing Pumping – Not required under this contract.

Inspection of Pipelines - Inspection has already been completed by the department. DVD's are available upon request. Video inspections after liner installation is not required.

Line Obstructions – All pipes to be lined have been inspected and are clear of obstructions.

CIPP installation shall be in accordance to ASTM F1216, Section 7 or ASTM F1743, Section 6, with the following modifications:

Resin Impregnation - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To ensure thorough resin saturation throughout the length of the tube, the point of vacuum shall be no further than 25 feet from the point of initial resin introduction. After vacuum in the tube is established, the vacuum points shall be no further than 75 feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller

system shall be used to uniformly distribute the resin throughout the tube. To ensure proper impregnation, certify that the above method or another approved method is used.

Tube Insertion – Position the wet out tube in the pipeline using either inversion or a pull in method. If pulled into place, utilize a power winch and exercise care not to damage the tube as a result of pull-in friction. The tube shall be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

Place temperature gauges inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.

Cure by utilizing water under hydrostatic pressure, steam or other method approved by the manufacturer and engineer, in accordance to the manufacturer's recommended cure schedule.

CIPP samples shall be prepared and physical properties tested in accordance to ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in Section 5, structural requirements for the DR furnished in Table #1.

Accomplish leakage testing of the CIPP during cure while under a positive head. CIPP products in which the pipe wall is cured while not in direct contact with the pressurizing fluid (e.g., a removable bladder) must be tested by an alternative method approved by the department.

Visual inspection of the CIPP shall be in accordance to ASTM F1743, Section 8.6.

Upon acceptance of the installation work and testing, restore the project area affected by the operations to its original condition.

All heated water that fills and cures the resin in the liner cannot be discharged directly into any waters of the state, or discharged into any area of land that is part of any drainage pattern into a special or impaired water. It must be pumped out and truck-hauled to a water treatment facility.

Existing PVC drain between the median parapets connects to the existing culvert pipe at two locations with a 6-inch diameter PVC pipe as shown on the plans. Puncture (drill hole) in CIPP liner at this location to allow parapet median drain to flow into newly lined culvert.

D Measurement

The department will measure Cure-In-Place Pipe Lining in length by the linear foot in place for each location, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.10 Cure-In-Place Pipe Lining LF

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals, including any required bypass pumping, median drain connections, and disposal of curing water necessary to complete the contract work in accordance to the above stated specifications.

68. Structure Repainting Inside Tied Arch Recycled Abrasive Structure B-16-38, Item SPV.0105.01.

A Description

This special provision describes surface preparation and painting of the metal surfaces in accordance to the manufacturer's recommendations and as hereinafter provided.

A.1 Areas to be Cleaned and Painted

All structural metal surfaces of:

• The inside of the tied arches of Structure B-16-38 Unit 13

Total Area is 27,700 SF.

Areas are approximate and given for informational purposes only.

B Materials

B.1 Coating System

Furnish a complete coating system from the department's approved list. The color for the finish coating material shall match the color number shown below in accordance to Federal Standard Number 595B, as printed in 1989. Supply the engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the recommended spray nozzles and pressures, and the minimum drying time between coats.

Finish Color: White (Federal Standard Color No. 27925)

The color of the primer must be such that a definite contrast between it and the color of the blasted steel is readily apparent. There shall be a color contrast between all subsequent coats for the paint system selected. Submit color samples of the primer to the engineer for approval.

C Construction

C.1 Surface Preparation

Prior to blast cleaning, solvent clean all surfaces to be coated in accordance to SSPC-SP1. A No. 10 Near White Blast Cleaning according to Steel Structures Painting Council Specification Ten will be required on all metal surfaces to be painted. Prime the same day all metal surfaces receiving a No. 10 blast or re-blast before application.

The steel grit and any associated equipment brought to the site and used for blast cleaning shall be clean. Remove immediately dirty grit or equipment brought to the site at no expense to the department. Furnish an abrasive that has a gradation such that it will produce a uniform surface profile between 1 to 3 mils on the steel surface, as measured with extra profile course Testex Replica Tape. Use a minimum air pressure for abrasive blasting, measured at the nozzle, of 90 psi.

The abrasive blasting and recovery system shall be a completely integrated self-contained system for abrasive blasting and recovery. It shall be an open blast and recovery system that will allow no emissions from the recovery operation. The recovery equipment shall be such that the amount of contaminants in the clean recycled steel grit shall be less than 1 percent by weight.

Remove by grinding all fins, tears, slivers, and burred or sharp edges that are present on any steel member, or that appear during the blasting operation, and re-blast the area to give a 1 to 3 mils surface profile.

Remove all spent material and paint residue from steel surfaces with a good commercial grade vacuum cleaner equipped with a brush-type cleaning tool, and hand wipe the steel surfaces with a clean soft cloth. The airline used for surface preparation shall have an inline water trap and the air shall be free of oil and water as it leaves the airline.

Take care to protect freshly coated surfaces from subsequent blast cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool, or if visible rust occurs, re-blast to a near white condition. Clean and re-prime the brushed or blast cleaned surfaces within the time recommended by the manufacturer.

C.2 Coating Application

Apply paint in accordance to the manufacturer's recommendations in a neat workmanlike manner. Paint application shall normally be by airless spray.

The engineer may allow the use of conventional spray equipment after satisfactory demonstration by the contractor of the proper technique and handling of that equipment.

Mix the paint or coatings in accordance to the manufacturer's directions to a smooth lump-free consistency. After mixing and during application, continuously stir the paint or coating under constant slow speed agitation by use of a jiffy mixer.

Prior to applying the prime coat, stripe with primer all edges, rivet and bolt heads, nuts and washers by either brush or spray application.

Remove all dry spray by vacuuming, wiping, or sanding if necessary.

If the application of the coating at the required thickness in one coat produces runs, bubbles, or sags; apply a "mist-coating" in multiple passes of the spray gun; separate the passes by several minutes. Where excessive coating thickness produces "mud-cracking", remove such coating back to soundly bonded coating and re-coat the area to the required thickness.

The resultant paint film shall be smooth and uniform, without skips or areas of excessive paint.

The coating is supplied for normal use without thinning. If in cool weather it is necessary to thin the coating for proper application, thin in accordance to the manufacturer's recommendations.

During surface preparation and coating application the ambient and steel temperature shall be between 39 degrees F and 100 degrees F. The steel temperature shall be at least 5 degrees F above the dew point temperature. (This requires the steel to be dry and free of any condensation or ice regardless of the actual temperature of the steel.) The relative humidity shall not exceed 85%.

Paint thickness shall be as follows:

Dry Film Thickness

Prime Coat 3 mils min.
Intermediate Coat 3 mils
Top Coat 3 mils

Time to recoat shall be according to the manufacturer's recommendations.

The dry film thickness will be determined by use of a magnetic film thickness gage. The gage shall be calibrated for dry film thickness measurement in accordance to SSPC-PA 2. Dry film thickness in each area measured will be based on an average of three gage readings, after calibration of the gage to account for surface profile of the bare steel as a result of surface preparation.

D Measurement

The department will measure Structure Repainting Inside Tied Arch Recycled Abrasive Structure B-16-38 as a single complete lump sum unit of work, completed in accordance to the contract and accepted.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.01 Structure Repainting Inside Tied Arch Recycled LS

Abrasive Structure B-16-38

Payment is full compensation for preparing and cleaning the designated surfaces; furnishing and applying the paint; and for providing the listed equipment.

69. Repair Traffic Railing, Item SPV.0105.02.

A Description

This special provision describes removing the existing traffic railing, replacing existing damaged members, and installing the new railing as shown on the plans, and according to the applicable provisions of standard spec 513 and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Repair Traffic Railing as a single complete lump sum unit of work, completed in accordance to the contract and accepted.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.02Repair Traffic RailingLS

Payment is full compensation for removing the existing traffic railing, replacing the existing damaged members, furnishing any new materials; installing the new railing; and for galvanizing.

70. Remove and Relocate Existing Sign Bridge Cantilevered S-16-3, Item SPV.0105.03.

A Description

This special provision describes removing and relocating existing sign bridge S-16-3 as shown on the plan.

B (Vacant)

C Construction

Remove and dispose of the existing catwalk and lights of the sign structure.

Remove existing signs on the sign structure and deliver them to the Department of Transportation Northwest Region Superior office located at: 1701 N. 4th Street, Superior, WI 54880.

Existing concrete foundation, including anchor bolts, reinforcing steel, and conduit shall be removed to a minimum depth of 2 feet below the adjacent finished grade. Removed portions of the concrete foundation shall be disposed of outside the highway right-of-way in accordance to standard spec 204.

D Measurement

The department will measure Remove and Relocate Existing Sign Bridge Cantilevered S-16-3 as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.03 Remove and Relocate Existing Sign Bridge LS Cantilevered S-16-3

Payment is full compensation for removing, transporting and erecting the sign bridge; for providing anchor bolts, but not including concrete support paid for separately.

71. Project Concrete Crack Mitigation and Repair Special, Item SPV.0105.04.

A Description

This special provision describes work in accordance to standard spec 415, and as hereinafter provided.

B (Vacant)

C Construction

Provide the engineer with HIPERPAV analysis 3 days prior to the placement of Concrete Pavement 10-Inch Special. If 7 calendar days elapse between staging paving operations, an additional analysis of HIPERPAV may be requested by the engineer.

If cracks occur, selection of repair type shall be as specified in Procedure 4.24 of the Construction and Materials Manual (CMM).

D Measurement

The department will measure Project Concrete Crack Mitigation and Repair Special by the lump sum, acceptably completed.

E Payment

Delete entire standard spec 415.5.3 and replace with the following:

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.04 Project Concrete Crack Mitigation and Repair Special LS

Payment is full compensation for performing mix design HIPERPAV analysis, mix design adjustments and corrections as per Project Concrete Crack Mitigation and Repair Special, all PCC pavement repairs, mobilization, all necessary traffic control devices; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work.

Fifty percent payment of this item will be paid to the contractor after the completion of the first HIPERPAV analysis. The remaining fifty percent will be paid for upon final project acceptance.

72. Construction Staking Concrete Pavement Joint Layout 8680-00-70, Item SPV.0105.05; 8680-04-74, Item SPV.0105.18; 8680-04-71, Item SPV.0105.19.

A Description

This work shall consist of staking the location of all joints on the project, including mainline and intersections to accommodate the concrete paving operation. The contractor shall set all points necessary to establish the horizontal position of the dowel bar sets and saw joints in the concrete pavement in accordance to the plans or as directed by the engineer.

B (Vacant)

C Construction

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete to prevent uncontrolled cracking. Mark the location of all concrete joints in the field. Make joint adjustments as required to fit field conditions, traffic staging, or as directed by the engineer.

D Measurement

The department will measure Construction Staking Concrete Pavement Joint Layout (Project) as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.05	Construction Staking Concrete Pavement Joint Layout	LS
	8680-00-70	
SPV.0105.18	Construction Staking Concrete Pavement Joint Layout	LS
	8680-04-74	
SPV.0105.19	Construction Staking Concrete Pavement Joint Layout	LS
	8680-04-71	

Payment is full compensation for survey work necessary to locate all dowel bar sets and saw joints on the mainline and intersections, for adjustments to match field conditions and traffic staging.

73. Remove Loop Detector Wire and Lead-in Cable USH 2 (EB) and Belknap Street, SPV.0105.06.

A Description

This special provision describes removing loop detector wire and lead-in cable at the state owned intersection of USH 2 (eastbound) with Belknap Street. Removal shall be in accordance to standard spec 204, as shown in the plans, and as hereinafter provided.

B (Vacant)

C Construction

Notify the City of Superior Public Works Department at (715) 394-0244 at least five working days prior to the removal of the loop detector wire and lead-in cable.

Remove and dispose of detector lead-in cable and loop wire for abandoned loops. Detector lead-in cable and loop wire shall become property of the contractor and shall be disposed off of the right-of-way.

D Measurement

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

E Payment

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.06	Remove Loop Detector Wire and Lead-In Cable	LS
	USH 2 (EB) and Belknap Street	

Payment is full compensation for removing loop detector wire and lead-in cable; for scrapping of some materials; for disposing of scrap material.

74. Remove Traffic Signals USH 2 (EB) and Belknap Street, Item SPV.0105.07.

A Description

This special provision describes removing existing traffic signals at the state owned intersections of USH 2 (eastbound) and Belknap Street in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided. Specific removal items are noted in the plans.

B (Vacant)

C Construction

Arrange for the de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

The City of Superior assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any equipment not identified as damaged or not working, prior to removal, will be replaced by the contractor at no cost to the City of Superior.

Notify the City of Superior Public Works Department at (715) 394-0244 at least five working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, mast arms, luminaires, wiring / cabling and traffic signal mounting devices from each signal standard, arm or pole. Ensure that access handhole doors and all associated hardware remain intact. Remove the traffic signal cabinet from the concrete footing. Dispose of the underground signal cable, internal wires, and street lighting cable. Deliver the remaining materials to the City of Superior Municipal Services Building at 2301 Hill Avenue, Superior, WI. Contact the City of Superior Public Works Department at (715) 394-0244 at least five working days prior to delivery to make arrangements.

D Measurement

The department will measure Remove Traffic Signals (Location) as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item. Payment is full compensation for removing and disassembling traffic signals; for scrapping of some materials; for disposing of scrap material; for delivering the requested materials to the City of Superior Municipal Services Building.

75. Lighting Controller #1, Item SPV.0105.08.

A Description

This special provision describes furnishing and installing a 1 phase, 100 amp, 120/240 volt lighting controller inside a control cabinet as shown on the drawings and in accordance to this special provision, and as hereinafter provided. The control cabinet and concrete base is included in this bid item per the details.

B Materials

The cabinet shall contain a 100 amp breaker type panelboard, relays, bypass switch, surge suppressor, convenience receptacle, and a photo control for the control of the lighting. There shall be a meter pedestal attached to the cabinet as shown on the drawings (bid as a separate standard bid item). The controller shall be per controller details.

The cabinet, transformer base, and concrete foundation (with conduit stubs and anchor bolts) shall be per the plan details.

The panelboard shall be per one-line electrical diagram.

The power relays shall be as shown on the plans. Relay coils shall be 120 volts, 60 Hz.

The surge suppressor shall be per one-line electrical diagram.

Misc. materials as shown on the controller details shall be incidental to this bid item.

The single phase underground electric service shall be furnished to the meter base by the local utility. The electrical contractor shall make arrangements for installation of the underground service at the controller location. Any cost for the underground service from the utility is the responsibility of the Owner.

C Construction

All components shall be assembled, mounted, and connected in the control cabinet per the plans. The controller shall be firmly mounted to the concrete pad. The assembled controller shall be adjusted, tested, and demonstrated to be operating properly before acceptance.

D Measurement

The department will measure Lighting Controller #1 as a lump sum unit of work, acceptably completed.

E Payment

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

following bid item:

ITEM NUMBERDESCRIPTIONUNITSPV.0105.08Lighting Controller #1LS

Payment is full compensation for furnishing and installing all materials related to Lighting Controller #1.

76. Lighting Controller #2, Item SPV.0105.09.

A Description

This special provision describes furnishing and installing a 1 phase, 100 amp, 120/240 volt lighting controller inside a standard control cabinet as shown on the drawings and in accordance to this special provision, and as hereinafter provided. The control cabinet and concrete base is included in this bid item per the details.

B Materials

The cabinet shall contain a 100 amp breaker type panelboard, relays, bypass switch, surge suppressor, convenience receptacle, and a photo control for the control of the lighting. There shall be a meter pedestal attached to the cabinet as shown on the drawings (bid as a separate standard bid item). The controller shall be per controller details.

The cabinet shall be per the plan details.

The panelboard shall be per one-line electrical diagram.

The power relays shall be as shown on the plans. Relay coils shall be 120 volts, 60 Hz.

The surge suppressor shall be per one-line electrical diagram.

Misc. materials as shown on the controller details shall be incidental to this bid item.

The single phase underground electric service shall be furnished to the meter base by the local utility. The electrical contractor shall make arrangements for installation of the underground service at the controller location. Any cost for the underground service from the utility is the responsibility of the Owner.

C Construction

All components shall be assembled, mounted, and connected in the control cabinet per the plans. The controller shall be firmly mounted to the concrete pad. The assembled controller shall be adjusted, tested, and demonstrated to be operating properly before acceptance.

D Measurement

The department will measure Lighting Controller #2 as a lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.09Lighting Controller #2LS

Payment is full compensation for furnishing and installing all materials related to Lighting Controller #2.

77. Navigation Lighting Replacement, Item SPV.0105.10.

A Description

This special provision describes removal of existing navigation lighting and associated circuiting per plan notes and replacing "in-kind" with LED technology navigation lights.

B Materials

Provide new fixtures and associated wiring per plan notes to provide new LED lighting and wiring infrastructure.

Furnish shop drawings as specified in standard spec 506.3.2, except submit five copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the dimensions of all equipment shown in the plans.

C Construction

Under the bid item Navigation Lighting Replacement, provide all necessary miscellaneous accessories and hardware to complete the installation of the work noted on the plans.

The contractor shall follow manufacturer's instructions regarding fixture assembly installations.

All exposed threaded equipment mounting hardware shall be stainless steel.

The contractor shall coat all threaded stainless steel hardware and dissimilar metal, threaded hardware with an approved zinc-based anti-seize compound (Loctite or Jet-Lube) prior to assembly. Much of the work may require specialty tools, equipment, etc. as necessary to comply with any and all safety measures required to this work including, but not limited to, fall protection.

D Measurement

The department will measure Navigation Lighting Replacement as a lump sum unit of work, acceptably completed.

E Payment

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

Payment is full compensation for removing, for furnishing and installing all materials, including luminaire, accessories, hardware and fittings necessary to install the luminaire workable first class condition.

78. Pole/Circuiting Modifications (Station 73+00 to 102+00), Item SPV.0105.11.

A Description

This special provision describes work noted on the plans for pole assemblies between Station 73+00 to 102+00. This work is related to the lifting of existing median mounted roadway lighting poles after disconnection of vertical lighting wiring, replacing the transformer base and resetting/retorquing the pole assembly back in place and reconnecting wiring. Reference plans for separate bid item work SPV.0060.08 which the contractor may wish to perform in concert with this work.

B Materials

New transformer bases per plans.

Furnish shop drawings as specified in standard spec 506.3.2, except submit five copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the dimensions of all equipment shown in the plans.

C Construction

Under the bid item Pole/Circuiting Modifications (Station 73+00 to 102+00), provide the work per the plan notes and include all necessary miscellaneous accessories and hardware to complete the installation of the Pole/Circuiting Modifications.

D Measurement

The department will measure Pole/Circuiting Modifications (Station 73+00 to 102+00) as a lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.11 Pole/Circuiting Modifications (Station 73+00 to 102+00) LS

Payment is full compensation for furnishing and installing all materials, including luminaire, accessories, hardware and fittings necessary to install the luminaire workable first class condition.

79. Temporary Parapet Wiring, Item SPV.0105.12.

A Description

This special provision describes work related to the plan detail for cutting apart the existing parapet conduit/wiring for temporary connection. Include eventual reconnection of conduit system with new approved conduit expansion fitting as incidental to this bid item when the separate standard bid item for wire replacement is ready to be scheduled for installation.

B Materials

Provide temporary materials noted on the plan detail and new conduit expansion fitting for reconnection at a later date.

Furnish shop drawings as specified in standard spec 506.3.2, except submit five copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the dimensions of all equipment shown in the plans.

C Construction

Under the bid item Temporary Parapet Wiring provide work as noted per detail and all necessary miscellaneous accessories and hardware to complete the Temporary Parapet Wiring work. Reference civil plans for locations and quantity for this lump sum bid item.

D Measurement

The department will measure Temporary Parapet Wiring as a lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.12Temporary Parapet WiringLS

Payment is full compensation for furnishing and installing all materials, including luminaire, accessories, hardware and fittings necessary to install the luminaire workable first class condition.

80. Sign Bridge Lighting Demolition, Item SPV.0105.13.

A Description

This special provision describes removal of all existing lighting and associated materials from an existing sign bridge (the sign bridge structure is scheduled for removal and relocation by others under a separate non-electrical bid item).

B (Vacant)

C Construction

Provide the necessary tools, equipment, and vehicle(s) necessary to provide complete removal of mast pole light assembly, sign face lighting, and supports that are not part of the main structure. Remove all raceway, supports, wiring, and miscellaneous electrical material associated with lighting. Turn over light fixtures and pole/arm to WisDOT. Dispose of raceway, conductors, and miscellaneous materials off-site. Reference plans for further details.

D Measurement

The department will measure Sign Bridge Lighting Demolition as a lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.13Sign Bridge Lighting DemolitionLS

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

81. Existing Roadway Lighting Demolition, Item SPV.0105.14.

A Description

This special provision describes Existing Roadway Lighting Demolition. Reference plan notes for further detail.

B Materials

Provide miscellaneous materials as required to complete this work as incidental to this bid item.

C Construction

Follow the plan notes using conventional equipment and methods to accomplish the work noted on the plans.

D Measurement

The department will measure Existing Roadway Lighting Demolition as a lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.14 Existing Roadway Lighting Demolition LS

Payment is full compensation for furnishing and installing all materials, including luminaire, accessories, hardware and fittings necessary to install the luminaire workable first class condition.

82. Re-caulk Railing Base Plates, Item SPV.0105.15.

A Description

This special provision describes removing the existing caulk from around the perimeter of the bases of the traffic railings and the pedestrian railing and re-caulking the base plates as shown on the plans, and according to the applicable provisions of standard spec 513 and as hereinafter provided.

B Materials

The caulk to be used around the perimeter of the railing base plates shall be a non-staining gray non-bituminous joint sealer.

C Construction

Remove the existing caulk around the perimeter of all the traffic railing base plates and the pedestrian railing base plates as indicated in the plans. The existing caulk should be removed so that the new caulk will be able to adhere properly.

Re-caulk around the perimeter of all the traffic railing base plates and the pedestrian railing base plates with non-staining gray non-bituminous joint sealer.

D Measurement

The department will measure Re-caulk Railing Base Plates as a lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.15Re-caulk Railing Base PlatesLS

Payment is full compensation for removing the existing caulk from the perimeter of the bases of the existing traffic railings and the pedestrian railing, re-caulking the perimeter of the bases of the existing traffic and pedestrian railings, furnishing any new materials.

83. Construction Staking Concrete Roundabout USH 2 and Belknap Street, Item SPV.0105.16.

A Description

This work consists of staking the horizontal and vertical position of the subgrade, concrete pavement, curb, curb and gutter, and truck apron colored concrete at the roundabout as shown in the plans.

B (Vacant)

C Construction

Perform Construction Staking Concrete Roundabout in accordance to the pertinent provisions of standard spec 650.

D Measurement

The department will measure Construction Staking Concrete Roundabout (Location) as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.16 Construction Staking Concrete Roundabout USH 2 and Belknap Street

Payment is full compensation for Construction Staking Concrete Roundabout work necessary to locate and set all construction stakes; for maintaining, relocating, and resetting construction stakes at the roundabout throughout all project stages.

The department will not make final payment for this bid item until the contractor submits all survey notes and computations used to establish the required lines and grades to the engineer within 21 days of completing this work. The department will deduct from payments due the contractor for the additional costs specified in standard spec 105.6.

84. Wisconsin Sign Circuit Modification, Item SPV.0105.17.

A Description

This special provision describes work required to modify the circuiting used to feed the Welcome to Wisconsin Sign.

B Materials

Include, but not limited to: labor, connectors, excavating, restoration of disturbed earth, disconnection of existing circuiting, extension, and reconnection of new circuiting. Pull box and wire shall be bid as separate standard bid items.

C Construction

Disconnect existing circuiting at Welcome to Wisconsin sign. Provide the tools and equipment necessary to provide complete removal of existing circuiting and installation of new circuiting to the sign per the plans. Excavate earth where necessary to provide a new pull box to intercept the existing lighting circuit raceway servicing the sign. Restore earth in kind where disturbed. Provide new branch circuit wire from Fixture 44 to existing sign fixture per the plans. The circuit shall be routed through existing PB2-26 without splicing. Provide WisDOT approved splices at the fixture(s). Reconnect new circuiting to sign.

D Measurement

The department will measure Wisconsin Sign Circuit Modification as a lump sum unit as acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.17Wisconsin Sign Circuit ModificationLS

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

85. Overhead Concrete Surface Repair, Item SPV.0165.01.

A Description

This special provision describes the removal of those portions of the bottom of the sidewalk overhangs as shown on the plans and directed by the engineer, and the replacement of such portions with concrete masonry according to the applicable provisions of standard spec 509 and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Overhead Concrete Surface Repair by the area in square feet of completed and accepted work.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.01Overhead Concrete Surface RepairSF

Payment is full compensation for removal and disposal of deteriorated concrete; for cleaning reinforcing steel; and for forming, furnishing, hauling, placing, curing, and protecting all materials.

86. Cure and Seal Treatment, Concrete Sidewalk, Item SPV.0165.02; Concrete Curb Median Sloped Nose, Item SPV.0165.03; Concrete Roundabout Truck Apron, Item SPV.0180.06.

A Description

This work includes treating all newly constructed concrete sidewalks, curb median sloped nose, and concrete roundabout truck aprons with a surface protective treatment as shown on plans, and as hereinafter provided.

B Materials

The treating material shall conform to ASTM C1315, ASTM C309, and AASHTO M148 specifications and be produced by a manufacturer on the approved list.

C Construction

Application rates for the treating material shall be in accordance to the manufacturer's specifications.

D Measurement

The department will measure Cure and Seal Treatment (Location) by the square foot, acceptably completed.

The department will measure Cure and Seal Treatment Concrete Roundabout Truck Apron by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Cure and Seal Treatment, Concrete Sidewalk	SF
SPV.0165.03	Cure and Seal Treatment, Curb Median Sloped Nose	SF
SPV.0180.06	Cure and Seal Treatment, Concrete Roundabout Truck	SY
	Apron	

Payment is full compensation for furnishing and applying Cure and Seal Treatment for Concrete sidewalk, curb median sloped nose, and concrete roundabout truck apron.

87. Weed Barrier, Item SPV.0165.04.

A Description

This special provision describes furnishing and installing a vegetation barrier over the prepared planting bed at each of the roundabout landscape areas.

B Materials

Polyester woven weed control fabric, 3 oz per sq yd minimum.

C Construction

Place weed control fabric over smooth planting bed, overlapping edges a minimum of 3" inches Stake fabric, as necessary, to maintain alignment.

D Measurement

The department will measure Weed Barrier on each area by the square foot of surface area, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.04Weed BarrierSF

Payment is full compensation for the excavation and subgrade preparations; for disposing of surplus material; for furnishing and installing plant materials.

88. Epoxy Sealer, Item SPV.0180.01.

A Description

This special provision describes cleaning the top of the deck from the pedestrian railing base plate to the edge of the deck, outside edge of the deck, and bottom of the sidewalk overhang and providing an epoxy sealer to the top of the deck from the pedestrian railing base plate to the edge of the deck, outside edge of the deck, and bottom of the sidewalk overhang according to the plans, as directed by the engineer, and as hereinafter provided.

B Materials

B.1 General

Provide all materials and labor necessary to install an Epoxy Sealer in strict accordance with the project drawings, specifications and current manufacturer's application instructions.

B.2 System Description

The Epoxy Sealer shall be a low VOC, two-package, epoxy-polyamide coating for use in industrial maintenance environments and high performance architectural applications.

B.3 Engineering and Design Requirements

Manufacturer's literature for the proposed Epoxy Sealer shall be submitted to the engineer for approval. A list of a minimum of ten projects where the coating system has been applied and performed to expectations for at least three years service is also required. The proposed Epoxy Sealer information will be accepted only from the Contractor and will be considered only after the contract has been awarded.

The finished color of the epoxy sealer shall be pearl gray (Federal Standard Color No. 26622).

B.4 Performance Requirements

The Epoxy Sealer, or equivalent product, shall be in accordance with the following test standards.

	Test Method	Results
Abrasion Resistance	ASTM D4060, CS17	80 mg loss
	wheel, 1000 cycles, 1 kg	
	load	
Accelerated Weathering –	ASTM D4587, QUV-A,	Passes
QUV	5,000 hours	
Adhesion	ASTM D4541	1050 psi
Corrosion weathering	ASTM D5894, 10 cycles,	Rating 9 per ASTM D610
_	3336 hours	for rusting; Rating 10 per
		ASTM D714 for blistering
Direct Impact Resistance	ASTM D2794	95 in. lb.
Dry Heat Resistance	ASTM D2485	200°F (93°C)
Exterior Durability	1 year at 45° South	Excellent, chalks
Flexibility	ASTM D522, 180° bend,	Passes
	¹ / ₄ " mandrel	
Moisture Condensation	ASTM D4585, 100°F	Passes, no blistering, rust,
Resistance	(38°C), 1000 hours	or delamination
Pencil Hardness	ASTM D3363	F-H
Salt Fog Resistance	ASTM B117, 2,500 hours	Rating 10 per ASTM D610
		for rusting; Rating 10 per
		ASTM D714 for blistering

B.5 Submittals

Product Data: Epoxy Sealer application and related equipment information.

Applicator: Provide certified contractor documentation showing proof of familiarity with the Epoxy Sealer.

B.6 Delivery Storage and Handling

Deliver the Epoxy Sealer on-site in labeled, original, unopened containers.

All materials shall be stored inside or under cover at ambient temperature. Keep materials dry, protected from elemental damage, and protect from freezing.

C Construction

C.1 Surface Preparation

The surface of the concrete must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, and other foreign material to enable adequate adhesion.

Satisfactory inspection by the Engineer, at any point in the application process, does not relieve the contractor of ownership and responsibility with regard to application long term service life.

C.2 Mixing

Mix components as required by the manufacturer.

C.3 Application

Apply epoxy sealer as recommended by the manufacturer.

C.4 Protection of Surfaces

- 1. The contractor shall be responsible for protecting all adjacent surfaces from spills, drips, overspray, or any other form of coating damage.
- 2. The contractor and its subcontractors shall be responsible for removing spots or repairing damaged surfaces to the satisfaction of the engineer.

D Measurement

The department will measure Epoxy Sealer by the square yard, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0180.01Epoxy SealerSY

Payment is full compensation for preparing and cleaning the designated surfaces; furnishing and applying the epoxy sealer.

89. Reseal Parapets, Item SPV.0180.02.

A Description

This special provision describes cleaning the inside faces and top surface of the outside concrete parapets, the median concrete parapets, and the sidewalk concrete parapets and providing a pigmented protective surface treatment to the inside faces and tops of the outside concrete parapets, the median concrete parapets, and the sidewalk concrete parapets according to the plans, as directed by the engineer, and as hereinafter provided.

B Materials

Furnish a commercial pigmented protective surface treatment selected from the department's approved products list and of the color the plans show.

C Construction

C.1 Blast Cleaning Operation

Blast clean the inside face and top surface of the outside concrete parapets, the median concrete parapets, and the sidewalk concrete parapets according to SSPC SP-13 and ASTM D4259 for an abrasive blast cleaning to a surface roughness and finish as directed by the engineer. Before abrasive blast cleaning operations are to begin for the entire bridge parapet, prepare a representative trial area on the parapet concrete surface, and have the method of blast cleaning approved by the engineer.

C.2 Water Cleaning Operation

After abrasive blast cleaning operations are completed, clean the prepared parapet surfaces with water according to ASTM D4258. Remove with this water cleaning all dust and loose material from the parapet inside face and top that is to be coated with protective surface treatment. Provide an adequate drying time of the parapet inside the face and top surface of at least 24 hours before coating with the surface treatment. Remove all loose concrete, dirt, dust, or blast material that remains on the bridge deck, as directed by the engineer.

C.3 Re-Caulking Parapet Joints

Re-caulk all joints in the parapets after cleaning operations but before applying the pigmented protective surface treatment.

C.4 Pigmented Protective Surface Treatment Application

Apply pigmented protective surface treatment to the inside faces and top of the outside concrete parapets, the median concrete parapets, and the sidewalk concrete parapets after completion of cleaning operations. Apply as soon as practicable after completing the cleaning operations, before opening to traffic, and before suspending work for the winter.

Ensure that the concrete is clean and dry and that application equipment is clean and functioning properly. Air blast immediately before applying the surface treatment to remove all dust or loose particles. Follow the surface treatment manufacturer's recommendations, but ensure that the concrete is surface-dry for a minimum of one day before application.

D Measurement

The department will measure Reseal Parapets by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0180.02 Reseal Parapets SY

Payment is full compensation for abrasive blast cleaning; for water cleaning; for furnishing all additional clean up of the concrete surface and surrounding bridge deck area; for re-caulking the parapet joints; and for providing the treatment.

90. Concrete Pavement 10-Inch Special, Item SPV.0180.03; Concrete Pavement 11-Inch Special, Item SPV.0180.04.

A Description

This special provision describes construction of doweled concrete pavement in accordance to standard spec 415, standard spec 710, and standard spec 715, as shown on the plans, and as hereinafter provided.

B Materials

B.1 Concrete Mixtures

Supplement standard spec 715.2 with the following:

Concrete mix designs shall be the responsibility of the contractor. Provide the concrete mix designs necessary to accommodate contractor's operations and contractor scheduling according to the traffic provisions and the prosecution and progress provisions included in the plan. At least seven business days before producing concrete, submit concrete mix documentation to the engineer for approval. Approval of the design mix does not relieve the contractor of the responsibility for meeting contractual requirements located within the traffic provisions and the prosecution and progress provisions.

If the geological composition of the coarse aggregate is primarily igneous or metamorphic materials, modify and supplement standard spec 415, standard spec 710, and standard spec 715 with the following:

- 1. The contractor may use class C fly ash or grade 100 or 120 slag as a partial replacement for Portland cement. For binary mixes use up to 15% fly ash or slag, except for slip-formed work the contractor may use up to 20% slag. For ternary mixes use up to 25% fly ash and slag in combination. Replacement values are in percent by weight of the total cementitious material in the mix.
- 2. One hundred percent of the aggregate shall pass the 1-inch sieve.

Use of recycled concrete for coarse aggregate will not be allowed.

C Construction

C.1 Construction Methods

Supplement standard spec 415.3.16.1 (2) as follows:

At anytime during pavement placement or after pavement placement, the engineer may require coring to supplement the probing testing operation for conforming thickness verification to compliment normal QV testing. The coring will be completed at department expense.

D Measurement

The department will measure Concrete Pavement 10-Inch Special and Concrete Pavement 11-Inch Special by area in square yards, completed in accordance to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.03	Concrete Pavement 10-Inch Special	SY
SPV.0108.04	Concrete Pavement 11-Inch Special	SY

Standard spec 415.5.3 is deleted and replaced with special provision Project Concrete Crack Mitigation and Repair, Item SPV.0105.04.

91. Topsoil Special, Item SPV.0180.05.

A Description

Perform this work in accordance to standard spec 625 and as hereinafter provided.

B Materials

Furnish materials in accordance to standard spec 625.2(2).

C Construction

Perform work in accordance to standard spec 625.3, except that standard spec 625.3.3 (1) is modified to require a minimum depth of 8-inches, instead of 4-inches.

D Measurement

The department will measure Topsoil Special by the square yard, acceptably completed. Measurement of Topsoil Special will include the stipulations of standard spec 625.4.2.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0180.05Topsoil SpecialSY

Payment of the Topsoil Special will include stipulations of standard spec 652.5.2.

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

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

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

I. BASIC CONCEPTS

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

- 1) On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate. At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.
 - <u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
 - <u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>8</u> (number) TrANS Graduate(s) be utilized on this contract.
- 2) On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice. At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

<u>Eligibility and Duration:</u> To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>9</u> (number) TrANS Apprentice(s) be utilized on this contract.

- The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

I. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities. Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

<u>NOTE</u>: Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.

II. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
 - i. Produce accurate and complete quotes.
 - ii. Understand highway plans applicable to their work.
 - iii. Understand specifications and contract requirements applicable to their work.
 - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm

2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
 - i. Bid Percentage: The DBE percentage indicated in the bidding proposal at the time of bid.
 - ii. DBE: A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
 - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
 - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
 - v. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
 - vi. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
 - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized

comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

4. Department's DBE Evaluation Process

a. Documentation Submittal

Within 10 business days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

i. Bidder Meets DBE Goal

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage achieved. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

ii. Bidder Does Not Meet DBE Goal

- (1) If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Waiver Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith waiver request.
- (2) The department will review the bidder's good faith waiver request and notify the bidder of one of the following:
 - a. If the department grants a good faith waiver, the bid is eligible for contract execution with respect to DBE commitment.
 - b. If the department rejects the good faith waiver request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith waiver request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

5. Department's Criteria for Good Faith Effort

The Code of Federal Regulations {CFR}, 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own process when making a determination of good faith.

a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
 - i. <u>Document</u> all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
 - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
 - (2) SBN is the preferred outreach tool. https://www.bidx.com/wi/main. Other acceptable means include postal mail, email, fax, phone call.
 - a. Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
 - (3) Second solicitation should take place within 5 days
 - a. An email solicitation is highly recommended for this second solicitation
 - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
 - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call.
 - c. Fax/letter confirmation
 - d. Copy of the DBE quotes
 - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. <u>Evaluate DBE quotes</u> as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
 - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, *a discussion with the DBE firm* regarding its

capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.

- ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
- iii. Special Circumstance: Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
 - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
 - (2) Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items
- e. After notification of contract award, submit 'Commitment to Subcontract' form within the time period specified in the contract.
 - i. Provide the following information along with department form DT1202:
 - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
 - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
 - (3) Photocopies or electronic copies of all written solicitations to DBE's.
 - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
 - Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
- f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office 6150 Fond du Lac Ave. Milwaukee, WI 53218 Phone: 414-438-4583 / 608-266-6961

Fax: 414-438-5392

E-mail: DOTDBESupportServices@dot.wi.gov

6. Bidder's Appeal Process

a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so

- requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

7. Department's Criteria for DBE Participation

Department's DBE List

- a. The department maintains a DBE list on the department's website at
 - http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

8. Counting DBE Participation

Assessing DBE Work

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine the DBE's ability to perform the work with the use of the UCP directory.

9. Commercially Useful Function

- a. The department counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- b. A DBE is performing a commercially useful function if the following conditions are met:
- **c.** For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
- **d.** For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

10. Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at

http://www.dot.wisconsin.gov/business/engrserv/docs/dbe-trucking-notice.pdf

11. Manufacturers and Suppliers

The department counts material and supplies a DBE provides under the contract. The department will give full credit toward the DBE goal if the DBE is a manufacturer of those materials or supplies. The department will give 60 percent credit toward the DBE goal if the DBE is merely a supplier of those materials or supplies. It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

12. DBE Prime

If the prime contractor is a DBE, the department will only count the work the contractor performs with its own forces, the work DBE subcontractors perform, and the work DBE suppliers or manufacturers perform.

13. Joint Venture

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces.

14. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm
- b. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

15. DBE Replacement

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site:

http://www.dot.wisconsin.gov/business/engrserv/docs/policyreplacingdbe.pdf

16. Changes to the approved DBE Commitment Form DT1506

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.

17. Contract Modifications

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors, that were committed to equal work items, in the original contract.

18. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

APPENDIX A Sample Contractor Solicitation Letter Page 1 This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

TO: DBE FIRMS

FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR

SUBJECT: REQUEST FOR DBE QUOTES

LET DATE & TIME

DATE: MONTH DAY YEAR

CC: DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month-date-year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at http://roadwaystandards.dot.wi.gov/hcci/

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. <u>Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.</u> We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at http://roadwaystandards.dot.wi.gov/hcci/

All questions should be directed to:

Project Manager, John Doe, Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123-4657

Sample Contractor Solicitation Letter Page 2 This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: Letting Date: Project ID:							
Please check all that apply ☐ Yes, we will be quoting on the p ☐ No, we are not interested in quo ☐ Please take our name off your n ☐ We have questions about quotin	oting on the nonthly DBl ng this lettin	letting or it E contact li	es items refer st	ne contact m	ne at this nur		
Prime Contractor 's Contact Perso	n	_		DBE Co	ontractor Co	ntact Person	
TNI			TO!				
Phone:		_	Phone				
Fax:Email:		_	Fax Email				
Eman:		_	Eman				
Please circle t	he jobs and	l items you	ı will be qu	oting belov	w		
Proposal No.	1	2	3	4	5	6	7
WORK DESCRIPTION: Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X
Again please make every effort to have your We prefer quotes be sent via SBN but pr If there are further questions please direct the	ime's prefe	rred altern	ative's are	acceptable			

APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

This list is not a set of requirements; it is a list of potential strategies

Primes

- > Prime contractor open houses inviting DBE firms to see the bid "war room" or providing technical assistance
- Participate in speed networking and mosaic exercises as arranged by DBE office
- ➤ Host information sessions not directly associated with a bid letting;
- Participate in a formal mentor protégé or joint venture with a DBE firm
- > Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Facilitate a small group DBE 'training session' Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- P Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

DBE

- ➤ DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- ➤ Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the 'apparent low bidder' list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- ➤ Participate in DBE office assessment programs
- Participate on advisory and mega-project committees
- Sign up to receive the DBE Contracting Update
- Consider membership in relevant industry or contractor organizations
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

APPENDIX C Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

- Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
- 2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
- 3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
- 4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
- 5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
- 7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
- 8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
- 9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
- 10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
- 11. Whether the contractor returned calls of firms expressing interest in a timely manner.

APPENDIX D

Good Faith Effort Evaluation Guidance Excerpt from Appendix A of 49 CFR Part 26

APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Appendix E Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express* service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:

a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.

2. Create sub-quotes for the subcontracting community:

- a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
- b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
- c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
- d. Add attachments to sub-quotes

3. View sub-quote requests & responses:

- a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
- b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing

4. View Record of Subcontractor Outreach Effort:

- a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a "Good Faith" effort in reaching out to the DBE community.
- b. Easily locate pre-qualified and certified small and disadvantaged businesses
- c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
- d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

The Small Business Network is a part of the Bid Express* service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:

a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.

2. Select items when responding to sub-quote requests from primes:

- a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
- b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
- c. Add attachments to a sub-quote

3. Create and send unsolicited sub-quotes to specific contractors:

a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.

4. Easily select and price items for unsolicited sub-quotes:

- a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
- b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
- c. Add attachments to a sub-quote
- d. Add unsolicited work items to sub-quotes that you are responding to

5. Easy Access to Valuable Information

- a. Receive a confirmation that your sub-quote was opened by a prime
- b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
- c. View important notices and publications from DOT targeted to small and disadvantaged businesses

6. Accessing Small Business Network for WisDOT contracting opportunities

- a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
- b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588

November 2013 ASP-4

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Release of Routine Retainage

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

ADDITIONAL SPECIAL PROVISION 6

ASP 6 - Modifications to the standard specifications

Make the following revisions to the 2014 edition of the standard specifications:

101.3 Definitions

Replace the definition of semi-final estimate with the following effective with the December 2013 letting:

Semi-final estimate An estimate indicating the engineer has measured and reported all contract quantities and materials requirements.

105.11.1 Partial Acceptance

Replace paragraph two with the following effective with the December 2013 letting:

(2) Partial acceptance will relieve the contractor of maintenance responsibility for the designated portion of the work. By relieving the contractor of maintenance, the department does not relieve the contractor of responsibility for defective work or damages caused by the contractor's operations. Do not construe partial acceptance to be conditional final acceptance or final acceptance of any part of the project, or a waiver of any legal rights specified under 107.16.

105.11.2 Final Acceptance

Retitle and replace the entire text with the following effective with the December 2013 letting:

105.11.2 Project Acceptance

105.11.2.1 Inspection

105.11.2.1.1 General

- (1) Notify the engineer when the project is substantially complete as defined in 105.11.2.1.3. As soon as it is practical, the engineer will inspect the work and categorize it as one of the following:
 - 1. Unacceptable or not complete.
 - 2. Substantially complete.
 - 3. Complete.

105.11.2.1.2 Unacceptable or Not Complete

- (1) The engineer will identify, in writing, work that is unacceptable or not complete. Immediately correct or complete that work. The engineer will assess contract time until the work is corrected or completed.
- (2) Proceed as specified in 105.11.2.1.1 until the engineer determines that the work is complete.

105.11.2.1.3 Substantially Complete

- (1) The project is substantially complete and the engineer will no longer assess contract time if the contractor has completed all contract bid items and change order work, except for the punch-list. As applicable, the following must have occurred:
 - 1. All lanes of traffic are open on a finished surface.
 - 2. All signage and traffic control devices are in place and operating.
 - 3. All drainage, erosion control, excavation, and embankments are completed.
 - 4. All safety appurtenances are completed.
- (2) The engineer will provide a written punch-list enumerating work the contractor must perform and documents the contractor must submit before the the engineer will categorize the work as complete.
 - 1. Punch-list work includes uncompleted cleanup work required under 104.9 and minor corrective work. Immediately correct or complete the punch-list work. The engineer may restart contract time if the contractor does not complete the punch-list work within 5 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 5-day requirement.
 - Punch-list documents include whatever contract required documentation is missing. The engineer may restart contract time if the contractor does not submit the punch-list documents within 15 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 15day requirement.
- (3) Proceed as specified in 105.11.2.1.1 until the work is complete.

105.11.2.1.4 Complete

(1) The project is complete when the contractor has completed all contract bid items, change order work, and punch-list work including the submission of all missing documentation.

105.11.2.2 Conditional Final Acceptance

(1) When the engineer determines that the project is complete, the engineer will give the contractor written notice of conditional final acceptance relieving the contractor of maintenance responsibility for the completed work.

105.11.2.3 Final Acceptance

- (1) The engineer will grant final acceptance of the project after determining that all contract is work complete; all contract, materials, and payroll records are reviewed and approved; and the semi-final estimate quantities are final under 109.7.
- (2) Failure to discover defective work or materials before final acceptance does not prevent the department from rejecting that work or those materials later. The department may revoke final acceptance if the department discovers defective work or materials after it has accepted the work.

105.13.3 Submission of Claim

Replace paragraph one with the following effective with the December 2013 letting:

(1) Submit the claim to the project engineer as promptly as possible following the submission of the Notice of Claim, but not later than final acceptance of the project as specified in 105.11.2.3. If the contractor does not submit the claim before final acceptance of the project, the department will deny the claim.

107.17.3 Railroad Insurance Requirements

Replace paragraph one with the following effective with the December 2013 letting:

(1) If required by the special provisions, provide or arrange for a subcontractor to provide railroad protective liability insurance in addition to the types and limits of insurance required in 107.26. Keep railroad protective liability insurance coverage in force until completing all work, under or incidental to the contract, on the railroad right of way or premises of the railroad and until the engineer determines that the work is complete as specified in 105.11.2.1.4.

107.26 Standard Insurance Requirements

Replace paragraph one with the following effective with the December 2013 letting:

(1) Maintain the following types and limits of commercial insurance in force until the engineer determines that the work is complete as specified in 105.11.2.1.4.

TABLE 107-1 REQUIRED INSURANCE AND MINIMUM COVERAGES

	TYPE OF INSURANCE	MINIMUM LIMITS REQUIRED ^[1]
1.	Commercial general liability insurance endorsed to include blanket contractual liability coverage. [2]	\$2 million combined single limits per occurrence with an annual aggregate limit of not less than \$4 million.
2.	Workers' compensation.	Statutory limits
3.	Employers' liability insurance.	Bodily injury by accident: \$100,000 each accident Bodily injury by disease: \$500,000 each accident \$100,000 each employee
4.	Commercial automobile liability insurance covering all contractor-owned, non-owned, and hired vehicles used in carrying out the contract. [2]	\$1 million-combined single limits per occurrence.

The contractor may satisfy these requirements with primary insurance coverage or with excess/umbrella policies.

The Wisconsin Department of Transportation, its officers, agents, and employees shall be named as an additional insured under the general liability and automobile liability insurance.

108.14 Terminating the Contractor's Responsibility

Replace paragraph one with the following effective with the December 2013 letting:

(1) The contractor's responsibilities are terminated, except as set forth in the contract bond and specified in 107.16, when the department grants final acceptance as specified in 105.11.2.3.

109.2 Scope of Payment

Replace paragraph two with the following effective with the December 2013 letting:

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the applicable bid items including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
 - 1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
 - 2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
 - The nature of the work.
 - The action of the elements.
 - Unforeseen difficulties encountered during prosecution of the work.
 - 3. All insurance costs, expenses, and risks connected with the prosecution of the work.
 - 4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
 - 5. All infringements of patents, trademarks, or copyrights.
 - 6. All other expenses incurred to complete and protect the work under the contract.

109.6.1 General

Replace paragraphs three and four with the following effective with the December 2013 letting:

- (3) The department's payment of an estimate before conditional final acceptance of the work does not constitute the department's acceptance of the work, and does not relieve the contractor of responsibility for:
 - 1. Protecting, repairing, correcting, or renewing the work.
 - 2. Replacing all defects in the construction or in the materials used in the construction of the work under the contract, or responsibility for damage attributable to these defects.
- (4) The contractor is responsible for all defects or damage that the engineer may discover on or before the engineer's conditional final acceptance of the work. The engineer is the sole judge of these defects or damage, and the contractor is liable to the department for not correcting all defects or damage.

109.7 Acceptance and Final Payment

Replace paragraphs one and two with the following effective with the December 2013 letting:

- (1) After the engineer grants conditional final acceptance of the work as specified in 105.11.2.2 and reviews required document submittals and materials test reports, the engineer will issue the semi-final estimate.
- (2) Within 30 calendar days after receiving the semi-final estimate, submit to the engineer a written statement of agreement or disagreement with the semi-final estimate. For an acceptable statement of disagreement, submit an item-by-item list with reasons for each disagreement. If the contractor does not submit this written statement within those 30 days, the engineer will process the final estimate for payment. The engineer and the contractor can mutually agree to extend this 30-day submission requirement.

450.3.3 Maintaining the Work

Replace paragraph one with the following effective with the December 2013 letting:

(1) Protect and repair the prepared foundation, tack coat, base, paved traffic lanes, shoulders, and seal coat. Correct all rich or bleeding areas, breaks, raveled spots, or other nonconforming areas in the paved surface.

455.3.2.5 Maintaining Tack Coat

Replace paragraph one with the following effective with the December 2013 letting:

(1) Protect and repair the existing surface and the tack coat. Correct areas with excess or deficient tack material and any breaks, raveled spots, or other areas where bond might be affected.

460.2.2.3 Aggregate Gradation Master Range

Replace paragraph one with the following effective with the January 2014 letting:

(1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 400.4	400DE04TE		DANIOE AND VIIA DECLUDENTA	
TABLE 460-1	$\Delta(i(iRF(i\Delta)F))$	GRADATION MASTER	RANGE AND VMA REQUIREMENTS	

	PERCENTS PASSING DESIGNATED SIEVES								
SIEVE	NOMINAL SIZE								
	37.5 mm	25.0 mm	19.0 mm	12.5 mm	9.5 mm	SMA 12.5 mm	SMA 9.5 mm		
50.0-mm	100								
37.5-mm	90 –100	100							
25.0-mm	90 max	90 -100	100						
19.0-mm		90 max	90 -100	100		100			
12.5-mm			90 max	90 -100	100	90 - 97	100		
9.5-mm				90 max	90 -100	58 - 72	90 - 100		
4.75-mm					90 max	25 - 35	35 - 45		
2.36-mm	15 – 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28		
75-µm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0		
% MINIMUM VMA	11.0	12.0	13.0	14.0 ^[1]	15.0 ^[2]	16.0	17.0		

^{[1] 14.5} for E-3 mixes.

460.2.7 HMA Mixture Design

Replace paragraph one with the following effective with the January 2014 letting:

(1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to the department's test method number 1559 as described in 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 the department's test method number 1559.

^{[2] 15.5} for E-3 mixes.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	E - 0.3	E - 1	E - 3	E - 10	E - 30	E - 30x	SMA
ESALs x 10 ⁶ (20 yr design life)	< 0.3	0.3 - < 1	1 - < 3	3 - < 10	10 - < 30	>= 30	
LA Wear (AASHTO T96)							
100 revolutions(max % loss)	13	13	13	13	13	13	13
500 revolutions(max % loss)	50	50	45	45	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18	18	18	18
Fractured Faces (ASTM 5821) (one face/2 face, % by count)	60 /	65 /	75 / 60	85 / 80	98 / 90	100/100	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	40	43	45	45	45	45
Sand Equivalency (AASHTO T176, min)	40	40	40	45	45	50	50
Gyratory Compaction							
Gyrations for N _{ini}	6	7	7	8	8	9	8
Gyrations for N _{des}	40	60	75	100	100	125	65
Gyrations for N _{max}	60	75	115	160	160	205	160
Air Voids, %V _a (%G _{mm} N _{des})	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G _{mm} N _{ini}	<= 91.5 ^[1]	<= 90.5 ^[1]	<= 89.0 ^[1]	<= 89.0	<= 89.0	<= 89.0	
% G _{mm} N _{max}	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	
Dust to Binder Ratio ^[2] (% passing 0.075/P _{be})	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	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 ^{[4] [5]}	65 - 78 ^[4]	65 - 75 ^{[3] [4]}	70 - 80			
Tensile Strength Ratio (TSR) (ASTM 4867)							
no antistripping additive	0.70	0.70	0.70	0.70	0.70	0.70	0.70
with antistripping additive	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Draindown at Production Temperature (%)							0.30

^[1] The percent maximum density at initial compaction is only a guideline.

^[2] For a gradation that passes below the boundaries of the caution zone(ref. AASHTO MP3), the dust to binder ratio limits are 0.6 - 1.6.

 $^{^{[3]}}$ For 9.5mm and 12.5 mm nominal maximum size mixtures, the specified VFB range is 70 - 76%.

^[4] For 37.5mm nominal maximum size mixes, the specified VFB lower limit is 67%.

^[5] For 25.0mm nominal maximum size mixes, the specified VFB lower limit is 67%.

460.2.8.2.1.5 Control Limits

Replace paragraph one with the following effective with the January 2014 letting:

(1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent	+/- 1.3	+/- 1.0
VMA in percent ^[1]	- 0.5	- 0.2

^[1] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in Table 460-1.

460.2.8.2.1.6 Job Mix Formula Adjustment

Replace the entire text with the following effective with the January 2014 letting:

- (1) The contractor may request adjustment of the JMF according to the department's test method number 1559. Have an HTCP HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have an HMA technician certified at level III review the proposed adjustment and, if acceptable, issue a revised JMF.
- (2) The department will not allow adjustments that do the following:
 - Exceed specified JMF tolerance limits.
 - Reduce the JMF asphalt content unless the production VMA running average meets or exceeds the minimum VMA design requirement defined in table 460-1for the mixture produced.
- (3) Have an HMA technician certified at level II make related process adjustments. If mixture redesign is necessary, submit a new JMF, subject to the same specification requirements as the original JMF.

520.3.8 Protection After Laying

Delete the entire subsection.

614.2.1 General

Replace paragraphs five and six with the following effective with the December 2013 letting:

- (5) Furnish zinc coated wire rope and fitting conforming to the plans and galvanized according to ASTM A741.
- (6) Before installation store galvanized components above ground level and away from surface run off. The department may reject material if the zinc coating is physically damaged or oxidized.
- (7) Provide manufacturer's drawings, and installation and maintenance instructions when providing proprietary systems.

⁽²⁾ Warning bands are defined as the area between the JMF limits and the warning limits.

614.2.3 Steel Rail and Fittings

Replace paragraph one with the following effective with the December 2013 letting:

(1) Furnish galvanized steel rail conforming to AASHTO M180 class A, type II beam using the single-spot test coating requirements. Furnish plates, anchor plates, post mounting brackets, and other structural steel components conforming to 506.2.2.1 and hot-dip galvanized according to ASTM A123.

614.2.7 Crash Cushions

Replace paragraph one with the following effective with the December 2013 letting:

(1) Furnish permanent and temporary crash cushions from the department's approved products list. Use cushions as wide or wider than the plan back-width. Furnish transitions conforming to the crash cushion manufacturer's design and specifications. Submit manufacturer crash cushion and transition design details to engineer before installing.

616.3.1 General

Replace paragraph six with the following effective with the December 2013 letting:

(6) Remove and dispose of all excess excavation and surplus materials from the fence site.

618.3.3 Restoration

Replace paragraph one with the following effective with the December 2013 letting:

(1) Upon termination of hauling operations and before conditional final acceptance, restore all haul roads, including drainage facilities and other components, to the equivalent of pre-hauling conditions.

627.3.1 General

Replace paragraph four with the following effective with the December 2013 letting:

(4) Maintain the mulched areas and repair all areas damaged by wind, erosion, traffic, fire or other causes.

637.3.2.1 General

Delete paragraph three effective with the December 2013 letting.

670.3.4.2 Post-Construction Work

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Submit 5 copies of ITS documentation including but not limited to the following:
 - Operator's manual: for contractor furnished equipment, submit a manual containing detailed operating instructions for each different type or model of equipment and or operation performed.
 - Maintenance procedures manuals: for contractor furnished equipment, submit a manual containing detailed preventive and corrective maintenance procedures for each type or model of equipment furnished.
 - Cabinet fiber optic wiring diagram: submit a cabinet wiring diagram, identified by location for each
 cabinet. Include both electrical wiring and fiber optic conductor and cable connections. Place one copy
 of the fiber optic wiring diagram in a weatherproof holder in the cabinet. Deliver the other copies to the
 engineer.
 - As-built drawings: submit final as-built drawings that detail the final placement of all conduit, cabling, equipment, and geometric modifications within the contract. Provide all documentation in an electronic format adhering to the region's ITS computer aided drafting standards and according to the department's as-built requirements. The department will review the as-built drawings for content and electronic format. Modify both the content and format of as-built drawings until meeting all requirements.
 - Equipment inventory list: submit an inventory list including serial number, make, model, date installed, and location installed of all equipment installed under the contract.

Errata

Make the following corrections to the 2013 edition of the standard specifications:

415.3.14 Protecting Concrete

Correct errata by referencing the opening to service specification.

(1) Erect and maintain suitable barricades and, if necessary, provide personnel to keep traffic off the newly constructed pavement until it is opened for service as specified in 415.3.15. Conform to 104.6 for methods of handling and facilitating traffic.

501.2.9 Concrete Curing Materials

Correct errata by changing AASHTO M171 to ASTM C171.

(2) Furnish sheeting conforming to ASTM C171 for white opaque polyethylene film, except that the contractor may use clear or black polyethylene for cold weather protection.

607.2 Materials

Correct errata by changing AASHTO M198 to ASTM C990.

637.2.1.3 Sheet Aluminum

Correct errata by changing ASTM B449 to B921 and eliminating the specification for coating thickness.

(4) Degrease, etch, and coat the sign blank on both sides with a chromate treatment conforming to ASTM B921, class 2.

637.3.3.4 Performance

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

- (1) Under 105.11.2.3 the department may revoke acceptance and direct the contractor to repair or replace previously accepted sign installations if the department subsequently discovers evidence of defective materials or improper installation. Deficiencies that warrant department action include but are not limited to the following:
 - Sign posts more than five degrees out of plumb.
 - Signs twisted by more than 5 degrees from plan orientation.
 - Signs with delaminated or warped plywood.
 - Signs with bubbling, fading, delaminating, or buckling sheeting.

646.3.3.4 Proving Period

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

(4) Replace all marking within sections with a percent failing more than 10% and repair or replace all markings that, in the engineer's assessment, show evidence of improper construction. If post-acceptance inspections uncover evidence of defective materials or improper construction, the department may revoke acceptance under 105.11.2.3.

ADDITIONAL SPECIAL PROVISION 7

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

ADDITIONAL SPECIAL PROVISION 9 Electronic Certified Payroll Submittal

- (1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm
- (2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.
- (4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/crc-basic-info.pdf

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. "First Tier Covered
 Transactions" refers to any covered transaction between a
 grantee or subgrantee of Federal funds and a participant (such
 as the prime or general contract). "Lower Tier Covered
 Transactions" refers to any covered transaction under a First
 Tier Covered Transaction (such as subcontracts). "First Tier
 Participant" refers to the participant who has entered into a
 covered transaction with a grantee or subgrantee of Federal
 funds (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. You may contact the person to
 which this proposal is submitted for assistance in obtaining a
 copy of those regulations. "First Tier Covered Transactions"
 refers to any covered transaction between a grantee or
 subgrantee of Federal funds and a participant (such as the
 prime or general contract). "Lower Tier Covered Transactions"
 refers to any covered transaction under a First Tier Covered
 Transaction (such as subcontracts). "First Tier Participant"
 refers to the participant who has entered into a covered
 transaction with a grantee or subgrantee of Federal funds
 (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
- 2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

County	<u>%</u>	_County_	<u>%</u>	_County_	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director Office of Federal Contract Compliance Programs Ruess Federal Plaza 310 W. Wisconsin Ave., Suite 1115 Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DECEMBER 2013

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.5

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

http://roadwaystandards.dot.wi.gov/standards/forms/ws4567.doc

1 of 1

WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contacts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this in not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

- 1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
- 2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
- 3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
- 4. The unlisted classification must be commonly employed in the area where the project is located.
- 5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
- 6. The request should be made prior to the actual performance of the work by the unlisted classification.
- 7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
- 8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

ANNUAL PREVAILING WAGE RATE DETERMINATION FOR ALL STATE HIGHWAY PROJECTS DOUGLAS COUNTY

Compiled by the State of Wisconsin - Department of Workforce Development for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on September 1, 2013

CLASSIFICATION: Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

OVERTIME: Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

FUTURE INCREASE: If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

PREMIUM PAY: If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

SUBJOURNEY: Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	 \$	\$	\$
Bricklayer, Blocklayer or Stonemason	35.58	19.20	54.78
Carpenter	27.60	14.90	42.50
Future Increase(s): Add \$.55/hr on 5/1/2013.			
Cement Finisher	30.95	13.45	44.40
Electrician	29.13	17.97	47.10
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate or Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	n Sunday, New Ye	ar's Day, Memor 	ial Day,
Fence Erector	28.00	4.50	32.50
Ironworker	30.90	21.18	52.08
Line Constructor (Electrical)	31.29	15.34	46.63
Painter	28.00	13.48	41.48
Pavement Marking Operator	27.90	14.77	42.67
Piledriver	30.66	15.31	45.97
Roofer or Waterproofer	29.70	16.87	46.57
Teledata Technician or Installer	21.26	14.31	35.57
Tuckpointer, Caulker or Cleaner	30.76	15.10	45.86
Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONL	Y 33.35	14.21	47.56
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	13.75	49.25
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

DOUGLAS COUNTY Page 2

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	 \$	\$
TRUCK DRIVERS			
Single Axle or Two Axle	33.22	18.90	52.12
Three or More Axle Future Increase(s): Add \$1.85/hr on 6/1/2013. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rat Independence Day, Labor Day, Thanksgiving Day & Christmas Day		17.13 ar's Day, Memor	40.44 ial Day,
Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basi Day, Independence Day, Labor Day, Thanksgiving Day & Christma See DOT's website for details about the applicability of this night white://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index.	27.77 c rate on Sunday, Nev as Day. 2) Add \$1.50/l work premium at:		
Pavement Marking Vehicle	00.04	14.86	38.70
Shadow or Pilot Vehicle	22.00	18.90	52.12
Truck Mechanic	22.50	16.19	38.69
LABORERSGeneral Laborer	 28.07	 13.90	 41.97
Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1 Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator o operated), chain saw operator and demolition burning torch labore and luteman), formsetter (curb, sidewalk and pavement) and strike powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and g DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sund Independence Day, Labor Day, Thanksgiving Day & Christmas Da involving temporary traffic control setup, for lane and shoulder clo conditions is necessary as required by the project provisions (inclusive time period).	r tamper operator (meer; Add \$.15/hr for bitue off man; Add \$.20/higrade specialist; Add \$ay, New Year's Day, Nay. 2) Add \$1.25/hr for sures, when work und	minous worker (r for blaster and 5.45/hr for pipela lemorial Day, work on projects ler artificial illum	yer. S ination
Asbestos Abatement Worker	18.00	8.61	26.61
Landscaper Future Increase(s): Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basi Day, Independence Day, Labor Day, Thanksgiving Day & Christma involving temporary traffic control setup, for lane and shoulder clo conditions is necessary as required by the project provisions (inclu such time period).	28.07 4. c rate on Sunday, Nev as Day. 2) Add \$1.25/l sures, when work und	13.90 w Year's Day, Me hr for work on pr ler artificial illum	41.97 emorial ojects ination
Flagperson or Traffic Control Person Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1 Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basi Day, Independence Day, Labor Day, Thanksgiving Day & Christma Department of Transportation or responsible governing agency re artificial illumination with traffic control and the work is completed	c rate on Sunday, Nev as Day. 2) Add \$1.25/l quires that work be pe	hr when the Wisc erformed at night	consin
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
Railroad Track Laborer	16.50	7.31	23.81

DOUGLAS COUNTY Page 3

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS \$	TOTAL \$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Li Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rand Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day, English Day, Independence Day, Labor Day, Thanksgiving Day, Bay, Independence Day, Labor Day, Thanksgiving Day, Independence Day, Labor Day, Independence Day, Labor Day, Independence D	or 0 bs., te on Sunday, New 0ay. 2) Add \$1.50/h c premium at:		
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. of Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Unde Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rated Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sht	r; te on Sunday, New Pay. 2) Add \$1.50/h g premium at:		
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screatuomatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vlbratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutt Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane Wlth a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Gropump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor) Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid R Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winde & A-Frames. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	er Tub but ; Rig; -	19.90	54.12

DOUGLAS COUNTY Page 4

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate	on Sunday Nev	\$ v Voar's Day Mo	\$ morial
Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day See DOT's website for details about the applicability of this night work p http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. shtm.	y. 2) Add \$1.50/h remium at:		
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jee Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate	ep e on Sunday, Nev		
Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day See DOT's website for details about the applicability of this night work phttp://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm.	remium at:	nr night work pre	mium.
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Wel Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	33.67	19.90	53.57
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day See DOT's website for details about the applicability of this night work phttp://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. shtm.	y. 2) Add \$1.50/h premium at:		
Fiber Optic Cable Equipment.	25.74	10.66	36.40
Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydrau Dredge Leverman or Diver's Tender; Mechanic or Welder.		19.45	56.90
Work Performed on the Great Lakes Including Deck Equipment Operator of Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.		19.15	46.90
Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	27.75	19.15	46.90

SUPERSEDES DECISION WI20120010 U. S. DEPARTMENT OF LABOR (DAVIS-BACON ACT, MINIMUM WAGE RATES)

Truck Drivers:

1 & 2 Axles

Three or More Axles; Euclids, Dumptor &

STATE: Wisconsin

GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

Basic Hourly Fringe LABORERS CLASSIFICATION: Rates Benefits Group 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler: Stone Handler: Bituminous Worker (Shoveler. Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper): Group 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Group 3: Bituminous Worker (Raker and Luteman); Formsetter

DATE: September 27, 2013

Fringe

Benefits

Basic Hourly

Rates

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0, dated January 4, 2013; Modification #1 dated February 1, 2013; Modification #2 dated June 7, 2013; Modification #3 dated July 19, 2013; Modification #4 dated August 23, 2013; Modification #5 dated September 13, 2013; Modification #6 dated September 27, 2013.

CLASSES OF LABORER AND MECHANICS

Priod/aver 35.33 15	E1
Bricklayer	O I
Carpenter	80
Piledriverman (Western 1/3)	00
Ironworker	
Cement Mason/Concrete Finisher32.7832.78	80
Electrician	
Line Construction	
Lineman	00
Heavy Equipment Operator	71
Equipment Operator	
Heavy Groundman Driver	11
Light Groundman Driver	
Groundsman	16
Painter, Brush, Roller:	
New27.81	77
Repaint	77
Painter, Spray, Sandblast, Steel:	
New28.4114.	77
Repaint	
Well Drilling:	
Well Driller16.52	70

SUPERSEDES DECISION WI20120010 U. S. DEPARTMENT OF LABOR (DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

POWER EC	QUIPMENT OPERATORS CLASSIFICATION:	Basic Hourly <u>Rates</u>	Fringe <u>Benefits</u>	POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)	Basic Hourly <u>Rates</u>	Fringe <u>Benefits</u>
]	Cranes, tower cranes and derricks, with or without attachments, with a ifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or ib lengths measuring 176 feet or onger	\$36.72	\$20.10	(scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor);		
, 	Cranes, tower cranes and derricks, with or without attachments, with a ifting capacity of 100 tons or ess or cranes, tower cranes and derricks with boom, leads and/or ib lengths measuring 175 feet or ess, and backhoes (excavators) naving a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer	\$36.22	\$20.10	tugger; boatmen; winches and A-frames; post driver; material hoist operator		\$20.10
· (Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete oreaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster			machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner	\$35.46	\$20.10
(; ;	(10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators)			automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches) drilling machine helper	\$35.17	\$20.10 \$20.10
İ	naving a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

DATE: September 27, 2013

STATE: Wisconsin

Area3-

GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

TREMPEALEAU, VERNON and WASHBURN COUNTIES
FLORENCE (townships of Aurora, Commonwealth, Fern,

Florence and Homestead), MARINETTE (Niagara township)

LABORERS CLASSIFICATION:	Rates	<u>Benefits</u>		
			Area4-	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke
				and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West
Electricians				boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and
Area 1	. \$28.40	16.676		Hutchins) COUNTIES.
Area 2:				
Electricians	. 29.13	17.92	Area5-	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST,
Area 3:				JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of
Electrical contracts under \$130,000		16.85		Wausaukee), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto
Electrical contracts over \$130,000		16.97		County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and
Area 4:	. 28.10	17.24		Hutchins), VILAS AND WOOD COUNTIES
Area 5	. 28.61	16.60		
Area 6	. 35.25	19.30	Area6-	KENOSHA COUNTY
Area 8			Area8-	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington
Electricians	. 30.60	24.95% + 10.33	Alca 0 -	township), ROCK and WALWORTH COUNTIES
Area 9:				tomicinp), Noon and Wile Worth Ocolumb
Electricians		18.71	Area9-	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships),
Area 10	. 28.97	19.55	Alcas	GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE
Area 11	. 31.91	23.60		(except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 12	. 32.87	19.23		(except townships of Neshkoka, Crystal Lake, Newton and Springred), and Shork Cook hills
Area 13	. 32.82	22.51	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester
			Alea IU-	Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Teledata System Installer				Township), I OND DO LAC, MANTOWOC (Scribbwig), and Strebot GAN COONTIES
Area 14			Area 11 -	DOUGLAS COUNTY
Installer/Technician	. 21.89	11.83	Alea III-	DOUGLAS COUNTY
Sound & Communications			Area 12 -	RACINE (except Burlington township) COUNTY
Area 15	. 16.47	14.84	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Installer	-			
Technician	. 24.75	16.04	Area 14 -	Statewide.
Area 1 - CALUMET (except township of New Holstein), C	REEN LAKE		A 15	DODGE (E. CH. 2C'. L.). CL. (T. L.). E. (T.). FOND DILLAG
(N. part, including Townships of Berlin, St. Marie			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC
MARQUETTE (N. part, including Townships of	Crystal Lake, Nesh	koro, Newton &		(Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON,
Springfield), OUTAGAMIE, WAUPACA, WAUS				AND WAUKESHA COUNTIES.
Area O ACHI AND DADDON DAVELE D BUEFALO	DUDNETT OUT			
Area 2 - ASHLAND, BARRON, BAYFIELD, BUFFALO,		PEVVA,		
CLARK (except Mayville, Colby, Unity, Shermar	, Fremont,	· -		
Lynn and Sherwood), CRAWFORD, DUNN, EAU				
IRON, JACKSON, LA CROSSE, MONROE, PEI	, ,	_K,		
PRICE, RICHLAND, RUSK, ST. CROIX, SAWY	ER, TAYLOR,			

DATE: September 27, 2013

FEBRUARY 1999

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omision of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

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

Page 1 of 1

Wisconsin Department of Transportation PAGE: 1 DATE: 11/22/13 SCHEDULE OF ITEMS REVISED: SCHEDULE OF ITEMS

CONTRACT:	PROJECT(S):	FEDERAL ID(S):
20140114014	8680-00-70	WISC 2014006
	8680-04-71	WISC 2014007
	8680-04-74	WISC 2014008

LINE	ı	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	 DOLLARS CTS	 DOLLARS CTS	
SECTIO	ON 0001 CONTRACT ITEMS				
0010	201.0105 CLEARING 	 5.000 STA		 	
0020	201.0205 GRUBBING 	 5.000 STA	 	 	
	203.0100 REMOVING SMALL PIPE CULVERTS 	 8.000 EACH	 	 	
	203.0225.S DEBRIS CONTAINMENT (STRUCTURE) 01. B-16-38	 LUMP 	 LUMP 	 	
	203.0225.S DEBRIS CONTAINMENT (STRUCTURE) 02. B-16-49	 LUMP 	 LUMP 		
0060	203.0700.S REMOVING OLD STRUCTURE OVER WATERWAY WITH DEBRIS CAPTURE SYSTEM (STATION) 01.	 LUMP 	 LUMP 	 	
0070	204.0100 REMOVING PAVEMENT	 44,602.000 SY	 	 	
	204.0109.S REMOVING CONCRETE SURFACE PARTIAL DEPTH	 27,835.000 SF	 	 	
0090	204.0110 REMOVING ASPHALTIC SURFACE 	5,964.000	 		

Wisconsin Department of Transportation PAGE: 2 DATE: 11/22/13

REVISED: SCHEDULE OF ITEMS

LINE	1	APPROX.	UNIT PRICE		BID AMOUNT	
NO	DESCRIPTION	QUILITII	 DOLLARS		 DOLLARS	CTS
	204.0120 REMOVING ASPHALTIC SURFACE MILLING	 4,550.000 SY	 		 	
0110	204.0150 REMOVING CURB & GUTTER 	 2,345.000 LF				
0120	204.0155 REMOVING CONCRETE SIDEWALK 	380.000				
	204.0157 REMOVING CONCRETE BARRIER 	 433.000 LF	 		 	
	204.0165 REMOVING GUARDRAIL 	 1,227.000 LF				
0150	204.0170 REMOVING FENCE 	 240.000 LF				
	204.0180 REMOVING DELINEATORS AND MARKERS 	 60.000 EACH				
	204.0195 REMOVING CONCRETE BASES 	 10.000 EACH			 	
	204.0210 REMOVING MANHOLES 	 5.000 EACH	 		 	
0190	204.0220 REMOVING INLETS	 19.000 EACH	 		 	

Wisconsin Department of Transportation PAGE: 3 DATE: 11/22/13

SCHEDULE OF ITEMS

REVISED:

LINE		!	APPROX.	UNIT PF		BID AM	
NO	DESCRIPTION		JANTITY ND UNITS	DOLLARS			CTS
	204.0240 SITE CLEARANCE (PARCEL) 01. PARCEL 1	 LUMP		 LUMP 			
0210	204.0245 REMOVING STORM SEWER (SIZE) 01. 12-INCH	 LF	175.000	 			
0220	204.0245 REMOVING STORM SEWER (SIZE) 02. 15-INCH	 LF	600.000	 			
	204.0245 REMOVING STORM SEWER (SIZE) 03. 18-INCH	 LF	275.000	 	.		
0240	204.0245 REMOVING STORM SEWER (SIZE) 04. 24-INCH	 LF	9.000	 			
	204.0270 ABANDONING CULVERT PIPES	 EACH	2.000	 	.		
0260	204.9060.S REMOVING (ITEM DESCRIPTION) 01. CRASH CUSHIONS	 EACH		 	.		
	205.0100 EXCAVATION COMMON	 CY	31,366.000	 	.		
	205.0400 EXCAVATION MARSH	 CY	1,810.000	 	.		
	205.0501.S EXCAVATION, HAULING, AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	 TON	1,620.000	 			

Wisconsin Department of Transportation PAGE: 4 DATE: 11/22/13

SCHEDULE OF ITEMS

REVISED:

	ACTOR :			
LINE NO	TITEM DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	AND UNITS	!	 DOLLARS CT:
0300	208.1100 SELECT BORROW 	 512.000 CY	 	
	209.0100 BACKFILL GRANULAR 	25,283.000 CY		
	211.0100 PREPARE FOUNDATION FOR ASPHALTIC PAVING (PROJECT) 01. 8680-04-74	 LUMP 	 LUMP 	
0330	211.0200 PREPARE FOUNDATION FOR CONCRETE PAVEMENT (PROJECT) 01. 8680-04-71	LUMP	LUMP	-
	211.0200 PREPARE FOUNDATION FOR CONCRETE PAVEMENT (PROJECT) 02. 8680-04-74	LUMP	 LUMP 	
0350	211.0400 PREPARE FOUNDATION FOR ASPHALTIC SHOULDERS	 83.000 STA	 	
0360	213.0100 FINISHING ROADWAY (PROJECT) 01. 8680-00-70	 1.000 EACH	 	
0370	213.0100 FINISHING ROADWAY (PROJECT) 02. 8680-04-74	 1.000 EACH		
0380	214.0100 OBLITERATING OLD ROAD 	 13.000 STA	 	
0390	305.0110 BASE AGGREGATE DENSE 3/4-INCH 	 510.000 TON		

Wisconsin Department of Transportation PAGE: 5 DATE: 11/22/13

SCHEDULE OF ITEMS REVISED:

LINE	I	APPROX.	UNIT PR		BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS	ı		CTS
	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH 	15,752.000 TON		. 		
	405.0100 COLORING CONCRETE RED	286.000 CY		 		
	415.0410 CONCRETE PAVEMENT APPROACH SLAB 	382.000		 		
	415.1100 CONCRETE PAVEMENT HES 10-INCH 	 62.000 SY		 		
0440	415.1410 CONCRETE PAVEMENT APPROACH SLAB HES	 58.000 SY		. 		
	416.0160 CONCRETE DRIVEWAY 6-INCH 			. 		
0460	416.0508 CONCRETE ROUNDABOUT TRUCK APRON 8-INCH			. 		
	416.0610 DRILLED TIE BARS 	 4,056.000 EACH		 		
	416.0620 DRILLED DOWEL BARS 			.		
	416.1010 CONCRETE SURFACE DRAINS 	4.000		 		

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REVISED: SCHEDULE OF ITEMS

LINE		APPROX.	!	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	!	 DOLLARS CTS
	440.4410.S INCENTIVE IRI RIDE	9,224.000 DOL	1.00000	 9224.00
	455.0110 ASPHALTIC MATERIAL PG58-34	 128.000 TON	 	
	455.0145 ASPHALTIC MATERIAL PG64-34P	96.000 TON	 	
0530	455.0605 TACK COAT	 617.000 GAL	 	
	460.1100 HMA PAVEMENT TYPE E-0.3	 1,774.000 TON	 	
	460.1103 HMA PAVEMENT TYPE E-3	543.000 TON	 	
	460.1110 HMA PAVEMENT TYPE E-10	 1,743.000 TON		
	460.2000 INCENTIVE DENSITY HMA PAVEMENT	2,610.000 DOL	1.00000	 2610.00
	465.0105 ASPHALTIC SURFACE	 141.000 TON	 	
	465.0110 ASPHALTIC SURFACE PATCHING	 30.000 TON	 	

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SCHEDULE OF ITEMS REVISED:

LINE		APPROX.	UNIT PRICE	
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	
0600	465.0120 ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES	 80.000 TON	 	
0610	465.0125 ASPHALTIC SURFACE TEMPORARY	 227.000 TON	 	
	465.0315 ASPHALTIC FLUMES	 18.000 SY	 	
	502.0100 CONCRETE MASONRY BRIDGES	 160.000 CY	 	
0640	502.3100 EXPANSION DEVICE (STRUCTURE) 01. B-16-38	 LUMP	 LUMP	
0650	502.3110.S EXPANSION DEVICE MODULAR (STRUCTURE) 01. B-16-38	LUMP	LUMP	
	502.3200 PROTECTIVE SURFACE TREATMENT 	68,405.000	 .	
	502.5005 MASONRY ANCHORS TYPE L NO. 5 BARS	 459.000 EACH	 	
	502.5010 MASONRY ANCHORS TYPE L NO. 6 BARS	2,565.000	 	
	505.0605 BAR STEEL REINFORCEMENT HS COATED BRIDGES	 91,630.000 LB		

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SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE		BID AMOUNT	
NO	DESCRIPTION	. 201111111	DOLLARS		 DOLLARS	CTS
0700	505.0904 BAR COUPLERS NO. 4	34.000 EACH			 	
0710	505.0906 BAR COUPLERS NO. 6	 285.000 EACH			 	
	509.0301 PREPARATION DECKS TYPE 1	 6,985.000 SY			 	
	509.0302 PREPARATION DECKS TYPE 2	745.000 SY			 	
0740	509.0500 CLEANING DECKS	 67,985.000 SY			 	
0750	509.1000 JOINT REPAIR 				 	
	509.1500 CONCRETE SURFACE REPAIR				 	
	509.2000 FULL-DEPTH DECK REPAIR 				 	
	509.2500 CONCRETE MASONRY OVERLAY DECKS 	 3,845.000 CY			 	
	509.5100.S POLYMER OVERLAY	4,650.000 SY			 	

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SCHEDULE OF ITEMS REVISED:

LINE	TTEM DESCRIPTION	APPROX.	UNIT PRICE	!
NO	DESCRIPTION 	QUANTITY AND UNITS	!	 TS DOLLARS CTS
0800	513.2050.S RAILING PIPE	 110.000 LF	 	.
	514.0900 ADJUSTING FLOOR DRAINS	 26.000 EACH	 	.
0820	517.0900.S PREPARATION AND COATING OF TOP FLANGES (STRUCTURE) 01. B-16-38	 LUMP	 LUMP 	.
	517.1800.S STRUCTURE REPAINTING RECYCLED ABRASIVE (STRUCTURE) 01. B-16-38	 LUMP 	 LUMP 	.
	517.4000.S CONTAINMENT AND COLLECTION OF WASTE MATERIALS (STRUCTURE) 01. B-16-38	 LUMP	 LUMP 	
0850	517.4500.S NEGATIVE PRESSURE CONTAINMENT AND COLLECTION OF WASTE MATERIALS (STRUCTURE) 01. B-16-38		LUMP	
	517.6001.S PORTABLE DECONTAMINATION FACILITY 	 1.000 EACH	 	.
0870	520.1018 APRON ENDWALLS FOR CULVERT PIPE 18-INCH	 3.000 EACH	 	.
	520.8000 CONCRETE COLLARS FOR PIPE 	 13.000 EACH	 .	.

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REVISED: SCHEDULE OF ITEMS

LINE	I .	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	 DOLLARS CTS
0890	521.0112 CULVERT PIPE CORRUGATED STEEL 12-INCH 	 81.000 LF		 .
0900	521.0118 CULVERT PIPE CORRUGATED STEEL 18-INCH	 43.000 LF		
0910	521.1012 APRON ENDWALLS FOR CULVERT PIPE STEEL 12-INCH	 2.000 EACH		
0920	521.1018 APRON ENDWALLS FOR CULVERT PIPE STEEL 18-INCH	 1.000 EACH		
0930	522.0324 CULVERT PIPE REINFORCED CONCRETE CLASS IV 24-INCH	 45.000 LF		
0940	522.1012 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 12-INCH	 7.000 EACH		
0950	522.1024 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 24-INCH	 6.000 EACH		
0960	530.0118 CULVERT PIPE CORRUGATED POLYETHYLENE 18-INCH	 262.000 LF		
0970	601.0205 CONCRETE GUTTER 24-INCH 	 2,900.000 LF		
0980	601.0405 CONCRETE CURB & GUTTER 18-INCH TYPE A 	 944.000 LF	·	

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LINE	ITEM	APPROX.	UNIT PR	UNIT PRICE		IOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS	CTS	 DOLLARS	CTS
0990	601.0409 CONCRETE CURB & GUTTER 30-INCH TYPE A	9,206.000			 	
1000	601.0411 CONCRETE CURB & GUTTER 30-INCH TYPE D	 1,960.000 LF				
1010	601.0580 CONCRETE CURB & GUTTER 4-INCH SLOPED 36-INCH TYPE R	 396.000 LF				
	602.0405 CONCRETE SIDEWALK 4-INCH	52,827.000	 		 	
1030	602.0505 CURB RAMP DETECTABLE WARNING FIELD YELLOW	 134.000 SF			 	
1040	604.9010.S SLOPE PAVING REPAIR CRUSHED AGGREGRATE	 13.000 CY	 		 	
1050	604.9015.S RESEAL CRUSHED AGGREGATE SLOPE PAVING	2,010.000	 		 	
1060	606.0100 RIPRAP LIGHT	 13.000 CY	 		 	
1070	606.0200 RIPRAP MEDIUM	 16.000 CY			 	
1080	608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH				 	

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LINE		APPROX.	UNIT PR	ICE	BID AM	OUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS	CTS	 DOLLARS	CTS
1090	608.0315 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 15-INCH	 216.000 LF			 	
1100	608.0318 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 18-INCH				 	
1110	608.0324 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 24-INCH	 75.000 LF			 	
1120	608.0412 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 12-INCH	 900.000 LF	 		 	
1130	608.0415 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 15-INCH	 237.000 LF		.	 	
1140	608.0424 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 24-INCH	 514.000 LF			 	
	611.0420 RECONSTRUCTING MANHOLES	 5.000 EACH			 	
	611.0430 RECONSTRUCTING INLETS	 2.000 EACH	 		 	
	611.0530 MANHOLE COVERS TYPE J	 11.000 EACH			 	
	611.0600 INLET COVERS TYPE A	 1.000 EACH			 	

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LINE		APPROX.			BID AMOUNT	
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS			CTS
	611.0612 INLET COVERS TYPE C	2.000 EACH				
	611.0624 INLET COVERS TYPE H	27.000 EACH				
	611.0639 INLET COVERS TYPE H-S	1.000				
	611.0642 INLET COVERS TYPE MS	2.000 EACH				
	611.0652 INLET COVERS TYPE T	4.000 EACH				
	611.2003 MANHOLES 3-FT DIAMETER	2.000 EACH				
	611.2004 MANHOLES 4-FT DIAMETER	4.000 EACH				
	611.2006 MANHOLES 6-FT DIAMETER	1.000 EACH				
	611.2008 MANHOLES 8-FT DIAMETER	 1.000 EACH				
	611.3003 INLETS 3-FT DIAMETER	6.000				

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LINE	1	APPROX.	UNIT PR	BID AM	OUNT
NO	DESCRIPTION	. 201111111	DOLLARS	 DOLLARS	CTS
	611.3004 INLETS 4-FT DIAMETER 	 4.000 EACH		 	
1300	611.3220 INLETS 2X2-FT 	 1.000 EACH		 	
1310	611.3225 INLETS 2X2.5-FT 	 4.000 EACH		 	
1320	611.3230 INLETS 2X3-FT 	20.000 EACH		 	
	611.3902 INLETS MEDIAN 2 GRATE 	 1.000 EACH		 	
	611.8115 ADJUSTING INLET COVERS 	4.000 EACH		 	
	611.8120.S COVER PLATES TEMPORARY 			 	
	612.0206 PIPE UNDERDRAIN UNPERFORATED 6-INCH 	 929.000 LF		 	
	612.0406 PIPE UNDERDRAIN WRAPPED 6-INCH 	 3,147.000 LF		 	
	614.0800 CRASH CUSHIONS PERMANENT 	 3.000 EACH		 	

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LINE		1	APPROX.		BID AM	OUNT
NO	DESCRIPTION	:	JANTITY ID UNITS	DOLLARS	:	CTS
1390	614.2300 MGS GUARDRAIL 3	 LF	1,123.000	 	 	
1400	614.2500 MGS THRIE BEAM TRANSITION	 LF	117.000		 	
1410	614.2610 MGS GUARDRAIL TERMINAL EAT	 EACH	3.000			
	614.2620 MGS GUARDRAIL TERMINAL TYPE 2	 EACH	3.000		 	
1430	616.0360.S GATES PIPE SINGLE LEAF (LENGTH) 01. 13-FEET	 EACH			 	
	616.0360.S GATES PIPE SINGLE LEAF (LENGTH) 02. 16-FEET	 EACH			 	
	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 01. 8680-00-70	 EACH	1.000			
1460	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 02. 8680-04-74	 EACH	1.000		 	
1470	619.1000 MOBILIZATION	 EACH	1.000		 	
	620.0300 CONCRETE MEDIAN SLOPED NOSE	 SF	634.000	 	 	

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LINE		APPROX.	UNIT PR	ICE	BID AM	OUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS	CTS	DOLLARS	CTS
1490	624.0100 WATER 	 470.000 MGAL			 	
1500	625.0100 TOPSOIL 	 10,400.000 SY				
	625.0500 SALVAGED TOPSOIL	 31,152.000 SY			 	
1520	627.0200 MULCHING	 30,550.000 SY	 		 	
1530	628.1504 SILT FENCE 	 5,440.000 LF			 	
	628.1520 SILT FENCE MAINTENANCE 	 10,880.000 LF			 	
	628.1905 MOBILIZATIONS EROSION CONTROL	 10.000 EACH	 		 	
1560	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	 5.000 EACH	 		 	
	628.2004 EROSION MAT CLASS I TYPE B	 2,650.000 SY				
	628.2006 EROSION MAT URBAN CLASS I TYPE A 	 6,376.000 SY	 		 	

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LINE	TITEM DESCRIPTION	APPROX.		BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	 DOLLARS	 DOLLARS CTS
	628.7005 INLET PROTECTION TYPE A 	 45.000 EACH		
	628.7010 INLET PROTECTION TYPE B 	 5.000 EACH	 	
	628.7015 INLET PROTECTION TYPE C 	 35.000 EACH		
	628.7504 TEMPORARY DITCH CHECKS 	 100.000 LF		
	628.7555 CULVERT PIPE CHECKS 	 17.000 EACH		
1640	629.0210 FERTILIZER TYPE B 	 33.000 CWT		
	630.0110 SEEDING MIXTURE NO. 10	 565.000 LB	 	
	630.0200 SEEDING TEMPORARY 	 1,127.000 LB	-	
1670	632.0101 TREES (SPECIES, ROOT, SIZE) 01. SERVICEBERRY "AUTUMN BRILLANCE" - CLUMP B&B 1 1/2-INCH	4.000 EACH		
1680	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 01. JUNIPER, BLUE PFITZER CG #7	22.000		 .

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CONTRACT: ONTRACT: 20140114014 PROJECT(S): FEDERAL ID(S):
8680-00-70 WISC 2014006
8680-04-71 WISC 2014007
8680-04-74 WISC 2014008

LINE	I	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	 DOLLARS CTS
1690	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 02. AMERICAN HAZELNUT CG #10	9.000		
	634.0614 POSTS WOOD 4X6-INCH X 14-FT	24.000 24.000		
	634.0616 POSTS WOOD 4X6-INCH X 16-FT 	 34.000 EACH		
	634.0805 POSTS TUBULAR STEEL 2X2-INCH X 5-FT 	 3.000 EACH	·	
	634.0809 POSTS TUBULAR STEEL 2X2-INCH X 9.5-FT 	 14.000 EACH		
	634.0811 POSTS TUBULAR STEEL 2X2-INCH X 11-FT	 15.000 EACH	·	
	636.0100 SIGN SUPPORTS CONCRETE MASONRY	 20.000 CY	·	
	636.1000 SIGN SUPPORTS STEEL REINFORCEMENT HS	 2,960.000 LB		
	637.1220 SIGNS TYPE I REFLECTIVE SH	 451.500 SF		
	637.2210 SIGNS TYPE II REFLECTIVE H	 629.470 SF		

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LINE	I .	APPROX.		UNIT PR	BID AM	IOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	!	DOLLARS	 DOLLARS	CTS
	637.2215 SIGNS TYPE II REFLECTIVE H FOLDING 	 20.00 SF	00		 	
1800	637.2230 SIGNS TYPE II REFLECTIVE F 	 154.00 SF	00		 	
	638.2101 MOVING SIGNS TYPE I 	 1.00 EACH	00		 	
	638.2102 MOVING SIGNS TYPE II 	 2.00 EACH	00		 	
	638.2601 REMOVING SIGNS TYPE I 	 4.00 EACH	00		 	
1840	638.2602 REMOVING SIGNS TYPE II 	 110.00 EACH	00		 	
	638.3000 REMOVING SMALL SIGN SUPPORTS 	 69.00 EACH	00		 	
1860	638.3100 REMOVING STRUCTURAL STEEL SIGN SUPPORTS	 3.00 EACH	00		 	
1870	641.1200 SIGN BRIDGE CANTILEVERED (STRUCTURE) 01. S-16-13	 LUMP	 1	LUMP	 	
1880	642.5201 FIELD OFFICE TYPE C 	 1.00	00		 	

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LINE	!	APPROX.		UNIT P	BID AM	OUNT
NO	DESCRIPTION	QUANTITY AND UNIT	!	DOLLARS	 DOLLARS	CTS
	643.0200 TRAFFIC CONTROL SURVEILLANCE AND MAINTENANCE (PROJECT) 01. 8680-04-74	 579 DAY	 000 		 	
	643.0300 TRAFFIC CONTROL DRUMS	 50,554 DAY	 000 		 	
	643.0420 TRAFFIC CONTROL BARRICADES TYPE III 	 17,499 DAY	 000 		 	
	643.0500 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS	 74 EACH	 000 		 	
1930	643.0600 TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER BASES	!	 000 		 	
1940	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A 	 13,696 DAY	 000 		 	
	643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C 	 13,432 DAY	 000 		 	
	643.0800 TRAFFIC CONTROL ARROW BOARDS 	!	 000.		 	
	643.0900 TRAFFIC CONTROL SIGNS 	 22,182 DAY	 000.		 	
	643.0910 TRAFFIC CONTROL COVERING SIGNS TYPE I 		 000.		 	

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LINE	!	APPROX.	UNIT PRICE	!
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	! .
	643.0920 TRAFFIC CONTROL COVERING SIGNS TYPE II 	 18.000 EACH		
2000	643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE 	 491.890 SF		
2010	643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 01. 8680-04-71	 1.000 EACH		
2020	643.3000 TRAFFIC CONTROL DETOUR SIGNS	 41,216.000 DAY		
	645.0130 GEOTEXTILE FABRIC TYPE R	 141.000 SY	- -	
	646.0106 PAVEMENT MARKING EPOXY 4-INCH 	 64,345.000 LF		
	646.0126 PAVEMENT MARKING EPOXY 8-INCH 	 2,613.000 LF		
	646.0600 REMOVING PAVEMENT MARKINGS 	 6,770.000 LF		
2070	646.0841.S PAVEMENT MARKING GROOVED WET REFLECTIVE CONTRAST TAPE 4-INCH	5,815.000 5,815.000		
2080	647.0166 PAVEMENT MARKING ARROWS EPOXY TYPE 2	 3.000 EACH		

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LINE		APPROX.	UNIT PRICE	1
NO	DESCRIPTION	QUANTITY AND UNITS		DOLLARS CT
2090	647.0168 PAVEMENT MARKING ARROWS PREFORMED THERMOPLASTIC TYPE 2	 1.000 EACH	 	
	647.0356 PAVEMENT MARKING WORDS EPOXY	3.000 EACH	 	
	647.0456 PAVEMENT MARKING CURB EPOXY	 138.000 LF	 	
2120	647.0606 PAVEMENT MARKING ISLAND NOSE EPOXY	 7.000 EACH	 	 .
2130	647.0726 PAVEMENT MARKING DIAGONAL EPOXY 12-INCH	 179.000 LF	 	
2140	647.0766 PAVEMENT MARKING CROSSWALK EPOXY 6-INCH	 223.000 LF	 	
2150	647.0776 PAVEMENT MARKING CROSSWALK EPOXY 12-INCH	 110.000 LF	 	
2160	647.0955 REMOVING PAVEMENT MARKINGS ARROWS 	 1.000 EACH	 	
	647.0965 REMOVING PAVEMENT MARKINGS WORDS	 1.000 EACH	 	 .
	649.0200 TEMPORARY PAVEMENT MARKING REFLECTIVE PAINT 4-INCH	7,545.000	 	

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SCHEDULE OF ITEMS REVISED:

LINE	!	APPROX.	UNIT PR	ICE	BID AM	OUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS	CTS	DOLLARS	CTS
2190	649.0400 TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 4-INCH	 1,330.000 LF	 	. 	 	
2200	649.1500 TEMPORARY PAVEMENT MARKING DIAGONAL 12-INCH	 102.000 LF	 	 	 	
2210	650.4000 CONSTRUCTION STAKING STORM SEWER 	 56.000 EACH	 	.	 	
	650.4500 CONSTRUCTION STAKING SUBGRADE 	 6,447.000 LF	 	 	 	
	650.5000 CONSTRUCTION STAKING BASE 	 2,159.000 LF	 	 	 	
2240	650.5500 CONSTRUCTION STAKING CURB GUTTER AND CURB & GUTTER	 1,973.000 LF	 	 		
	650.6000 CONSTRUCTION STAKING PIPE CULVERTS 	 2.000 EACH	 	 	 	
2260	650.7000 CONSTRUCTION STAKING CONCRETE PAVEMENT	 14,365.000 LF	 	 	 	
2270	650.8000 CONSTRUCTION STAKING RESURFACING REFERENCE	 1,000.000 LF	 			
2280	650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 01.8680-04-71	LUMP	 LUMP 			

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CONTRACT: ONTRACT: 20140114014

PROJECT(S): FEDERAL ID(S):
8680-00-70 WISC 2014006
8680-04-71 WISC 2014007
8680-04-74 WISC 2014008

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CT
2290	650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 02.8680-04-74	 LUMP	LUMP	
	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 8680-00-70	 LUMP 	LUMP	
2310	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 02. 8680-04-74	 LUMP 	LUMP	
	650.9920 CONSTRUCTION STAKING SLOPE STAKES	 5,594.000 LF	 	.
2330	652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	 6,547.000 LF	 	.
	652.0325 CONDUIT RIGID NONMETALLIC SCHEDULE 80 2-INCH	 1,068.000 LF	 	
	653.0135 PULL BOXES STEEL 24X36-INCH	 29.000 EACH		 .
	653.0905 REMOVING PULL BOXES	 6.000 EACH		.
	654.0105 CONCRETE BASES TYPE 5	 32.000 EACH	 	

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LINE		APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	201111111	!	DOLLARS CTS
2380	654.0220 CONCRETE CONTROL CABINET BASES TYPE 10	 2.000 EACH	 	 .
	655.0610 ELECTRICAL WIRE LIGHTING 12 AWG	 14,166.000 LF	 	
	655.0620 ELECTRICAL WIRE LIGHTING 8 AWG	5,113.000	 	 .
	655.0625 ELECTRICAL WIRE LIGHTING 6 AWG	 2,412.000 LF	 	 .
	655.0630 ELECTRICAL WIRE LIGHTING 4 AWG	 31,900.000 LF	 	
	655.0635 ELECTRICAL WIRE LIGHTING 2 AWG	26,456.000	 	
2440	656.0400 ELECTRICAL SERVICE MAIN LUGS ONLY METER PEDESTAL (LOCATION) 01. STATION 102+20	 LUMP 	LUMP	
	656.0400 ELECTRICAL SERVICE MAIN LUGS ONLY METER PEDESTAL (LOCATION) 02. STA 130+70	 LUMP 	LUMP	
2460	657.0100 PEDESTAL BASES	 2.000 EACH		

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LINE	I	APPROX.	UNIT PRICE	ı
NO	DESCRIPTION	QUANTITY AND UNITS		TS DOLLARS CTS
2470	657.0255 TRANSFORMER BASES BREAKAWAY 11 1/2-INCH BOLT CIRCLE	74.000 EACH		.
	657.0321 POLES TYPE 5-STEEL 	 2.000 EACH		.
	657.0322 POLES TYPE 5-ALUMINUM 	25.000 EACH		.
	657.0425 TRAFFIC SIGNAL STANDARDS ALUMINUM 15-FT	2.000 EACH		.
2510	657.0710 LUMINAIRE ARMS TRUSS TYPE 4 1/2-INCH CLAMP 12-FT	 26.000 EACH		.
	662.2037.S RAMP CLOSURE GATES SOLAR 37-FT 	 1.000 EACH		.
	662.2040.S RAMP CLOSURE GATES SOLAR 40-FT 	1.000 EACH		.
	676.0300 SIGNAL ASSEMBLY ADVANCE FLASHER TYPE 1 	2.000 EACH		
2550	690.0150 SAWING ASPHALT	 468.000 LF		.
2560	690.0250 SAWING CONCRETE	8,203.000 LF		.

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LINE	ITEM	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	 DOLLARS CTS	DOLLARS CTS
	715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT	 4,975.000 DOL	1.00000	 4975.00
	715.0502 INCENTIVE STRENGTH CONCRETE STRUCTURES	 24,150.000 DOL	1.00000	 24150.00
2590	ASP.1TOA ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	 4,100.000 HRS	5.00000	 20500.00
2600	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	 3,030.000 HRS	5.00000 	 15150.00
	SPV.0060 SPECIAL 01. CABLE SHIM REPLACEMENT	 44.000 EACH	 	 .
2620	SPV.0060 SPECIAL 02. TEMPORARY MEDIAN GUARDRAIL	 18.000 EACH	 	
2630	SPV.0060 SPECIAL 03. FIBERGLASS DOWNSPOUTS	 49.000 EACH	 	
	SPV.0060 SPECIAL 04. DRAIN GRATE CASTINGS	 54.000 EACH	 	 .
	SPV.0060 SPECIAL 05. TIE GIRDER DOOR REPLACEMENT	 4.000 EACH		
	SPV.0060 SPECIAL 06. STRUCTURE SIDEWALK MANHOLE	 3.000 EACH		

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REVISED: SCHEDULE OF ITEMS

LINE	1	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CTS
2670	SPV.0060 SPECIAL 07. CLEANING AND PAINTING CABLE COLLARS	 44.000 EACH		
2680	SPV.0060 SPECIAL 08. LUMINAIRES UTILITY LED-B	 103.000 EACH	 	
	SPV.0060 SPECIAL 09. LUMINAIRES UTILITY LED (MNDOT)	 48.000 EACH	 	
2700	SPV.0060 SPECIAL 10. REMOVING SIGNS, HISTORICAL MARKER	 2.000 EACH	 	
2710	SPV.0060 SPECIAL 12. PAVEMENT MARKING GROOVED CONTRAST PREFORMED THERMOPLASTIC ARROWS TYPE 1	 4.000 EACH 		
2720	SPV.0060 SPECIAL 13. PAVEMENT MARKING GROOVED CONTRAST PREFORMED THERMOPLASTIC ARROWS TYPE 2	 3.000 EACH 		
2730	SPV.0060 SPECIAL 14. PAVEMENT MARKING GROOVED CONTRAST PREFORMED THERMOPLASTIC ARROWS TYPE 3R	 6.000 EACH 		
2740	SPV.0060 SPECIAL 15. PAVEMENT MARKING GROOVED CONTRAST PREFORMED THERMOPLASTIC WORDS	 8.000 EACH	 	

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SCHEDULE OF ITEMS REVISED:

LINE	I	APPROX. UNIT PRIC		!		
NO	DESCRIPTION	QUANTITY AND UNITS	DOLLARS		 DOLLARS	CTS
2750	SPV.0060 SPECIAL 16. REMOVING OVERHEAD SIGN STRUCTURE S-16-002	1.000 EACH			 	
	SPV.0060 SPECIAL 17. REMOVE AND REPLACE STEEL PLATE BEAM GUARD ENERGY ABSORBING TERMINAL	!!!!			 	
2770	SPV.0060 SPECIAL 18. LANDSCAPE PLANTING SURVEILLANCE AND CARE CYCLE SPECIAL	 15.000 EACH			 	
	SPV.0060 SPECIAL 19. PAVEMENT MARKING GROOVED CONTRAST PREFORMED THERMOPLASTIC ARROWS TYPE 2R	1.000 1.000 EACH			 	
	SPV.0060 SPECIAL 20. PAVEMENT MARKING GROOVED CONTRAST PREFORMED THERMOPLASTIC ARROWS TYPE 3	7.000 EACH 			 	
	SPV.0060 SPECIAL 21. EXISTING ROADWAY LIGHTING REMOVAL AND RELOCATION	 5.000 EACH			 	
	SPV.0090 SPECIAL 01. SUSPENDER CABLE COATING	2,210.000 LF		•	 	
	SPV.0090 SPECIAL 02. DEBRIS REMOVAL PARAPETS 	3,261.000 LF			 	

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SCHEDULE OF ITEMS REVISED:

LINE	! -	!	APPROX.	UNIT P		BID AM	OUNT
NO	DESCRIPTION		ANTITY D UNITS	 DOLLARS		 DOLLARS	CTS
2830	SPV.0090 SPECIAL 03. REMOVE AND REPLACE STEEL PLATE BEAM GUARD CLASS A	 LF	366.000	 		 	
2840	SPV.0090 SPECIAL 04. PAVEMENT MARKING GROOVED CONTRAST PREFORMED THERMOPLASTIC 18-INCH	 LF	107.000	 		 	
2850	SPV.0090 SPECIAL 05. PAVEMENT MARKING GROOVED CONTRAST PREFORMED THERMOPLASTIC 4-INCH	 LF	292.000	 		 	
2860	SPV.0090 SPECIAL 06. PAVEMENT MARKING GROOVED CONTRAST PREFORMED THERMOPLASTIC 8-INCH	 LF	3,788.000	 		 	
2870	SPV.0090 SPECIAL 07. CONCRETE CURB AND GUTTER CURE AND SEAL TREATMENT	 LF	15,705.000	 		 	
2880	SPV.0090 SPECIAL 08. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC STOP LINE 18-INCH	 LF	16.000	 		 	
2890	SPV.0090 SPECIAL 09. CONCRETE CURB & GUTTER 4-INCH SLOPED 36-INCH TYPE A MODIFIED	 LF	278.000	 		 	
	SPV.0090 SPECIAL 10. CURE-IN-PLACE PIPE LINING	 LF	553.000	 		 	
2910	SPV.0105 SPECIAL 01. STRUCTURE REPAINTING INSIDE TIED ARCH RECYCLED ABRASIVE STRUCTURE B-16-38	 LUMP 		 LUMP 		 	

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REVISED: SCHEDULE OF ITEMS

LINE	I	APPROX.	UNIT PRICE	l
NO	DESCRIPTION	QUANTITY AND UNITS	 DOLLARS CTS	DOLLARS CTS
	SPV.0105 SPECIAL 02. REPAIR TRAFFIC RAILING 	 LUMP 	 LUMP 	
2930	SPV.0105 SPECIAL 03. REMOVE AND RELOCATE EXISTING SIGN BRIDGE CANTILEVERED S-16-3	 LUMP 	LUMP	
2940	SPV.0105 SPECIAL 04. PROJECT CONCRETE CRACK MITIGATION AND REPAIR SPECIAL	 LUMP 	LUMP	
2950	SPV.0105 SPECIAL 05. CONSTRUCTION STAKING CONCRETE PAVEMENT JOINT LAYOUT 8680-00-70	 LUMP	 LUMP 	
2960	SPV.0105 SPECIAL 06. REMOVE LOOP DETECTOR WIRE AND LEAD- IN CABLE USH 2 (EB) AND BELKNAP STREET	 LUMP 	 LUMP 	
2970	SPV.0105 SPECIAL 07. REMOVE TRAFFIC SIGNALS USH 2 (EB) AND BELKNAP STREET	 LUMP	 LUMP 	
2980	SPV.0105 SPECIAL 08. LIGHTING CONTROLLER #1	LUMP	 LUMP 	
	SPV.0105 SPECIAL 09. LIGHTING CONTROLLER #2 	 LUMP	 LUMP	
3000	SPV.0105 SPECIAL 10. NAVIGATION LIGHTING REPLACEMENT	 LUMP 	 LUMP	

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REVISED: SCHEDULE OF ITEMS

LINE		APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS CTS	DOLLARS CT
3010	SPV.0105 SPECIAL 11. POLE/CIRCUITING MODIFICATIONS (STATION 73+00 TO 102+00)	 LUMP 	 LUMP 	
3020	SPV.0105 SPECIAL 12. TEMPORARY PARAPET WIRING	 LUMP 	 LUMP	
	SPV.0105 SPECIAL 13. SIGN BRIDGE LIGHTING DEMOLITION	 LUMP 	 LUMP 	
3040	SPV.0105 SPECIAL 14. EXISTING ROADWAY LIGHTING DEMOLITION	 LUMP	 LUMP	
3050	SPV.0105 SPECIAL 15. RE-CAULK RAILING BASE PLATES	 LUMP	 LUMP 	
	SPV.0105 SPECIAL 16. CONSTRUCTION STAKING CONCRETE ROUNDABOUT USH 2 AND BELKNAP STREET	 LUMP 	 LUMP 	
	SPV.0105 SPECIAL 17. WISCONSIN SIGN CIRCUIT MODIFICATION	 LUMP	 LUMP	
	SPV.0105 SPECIAL 18. CONSTRUCTION STAKING CONCRETE PAVEMENT JOINT LAYOUT 8680-04-74	 LUMP 	 LUMP 	
	SPV.0105 SPECIAL 19. CONSTRUCTION STAKING CONCRETE JOINT LAYOUT	 LUMP 	 LUMP 	

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SCHEDULE OF ITEMS REVISED:

LINE	===	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	!	DOLLARS CTS
	SPV.0165 SPECIAL 01. OVERHEAD CONCRETE SURFACE REPAIR	 5,300.00 SF	0	
3110	SPV.0165 SPECIAL 02. CURE AND SEAL TREATMENT CONCRETE SIDEWALK	, 52,827.00 SF	0	
	SPV.0165 SPECIAL 03. CURE AND SEAL TREATMENT CONCRETE CURB MEDIAN SLOPED NOSE	 634.00 SF	0	
	SPV.0165 SPECIAL 04. WEED BARRIER 	5,800.00	0	 .
	SPV.0180 SPECIAL 01. EPOXY SEALER 	 3,450.00 SY	0	
	SPV.0180 SPECIAL 02. RESEAL PARAPETS 	 15,235.00 SY	0	
	SPV.0180 SPECIAL 03. CONCRETE PAVEMENT 10-INCH SPECIAL	40,887.00 SY	 	
	SPV.0180 SPECIAL 04. CONCRETE PAVEMENT 11-INCH SPECIAL	2,206.00	 	
	SPV.0180 SPECIAL 05. TOPSOIL SPECIAL 	 645.00 SY	0	
3190	SPV.0180 SPECIAL 06. CURE AND SEAL TREATMENT CONCRETE ROUNDABOUT TRUCK APRON	550.00 SY	 	
	 SECTION 0001 TOTAL			

PLEASE ATTACH SCHEDULE OF ITEMS HERE