

# HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 7

| COUNTY              | STATE PROJECT ID | FEDERAL PROJECT ID | PROJECT DESCRIPTION                 | HIGHWAY |
|---------------------|------------------|--------------------|-------------------------------------|---------|
| Walworth & Waukesha | 1090-15-72       | WISC 2013 512      | Rock Freeway SB<br>USH 12 to STH 83 | IH-43   |

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, \$ 490,000.00<br>Payable to: Wisconsin Department of Transportation | Attach Proposal Guaranty on back of this PAGE.   |
| Bid Submittal Due<br><br>Date: December 10, 2013<br>Time (Local Time): 9:00 AM                  | Firm Name, Address, City, State, Zip Code        |
| Contract Completion Time<br><br>October 31, 2014                                                | <b>SAMPLE</b><br><b>NOT FOR BIDDING PURPOSES</b> |
| Assigned Disadvantaged Business Enterprise Goal<br><br>12%                                      | This contract is exempt from federal oversight.  |

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

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

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

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

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

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

Notary Seal

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

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

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

## For Department Use Only

|                                                                                                                                                                                                                                                                                                                                                                              |                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Type of Work<br>Milling; rubblizing; HMA pavement; pavement marking; permanent signing; beam guard; replacement of Structure B-67-131; concrete surface repair, painting, bearing replacement, and re-sealing slopes of Structures B-64-86, B-64-87, B-64-94, B-64-103, B-64-104, B-64-88, and B-64-89; and bearing replacement of B-64-97, B-64-99, B-64-100; and B-64-102. |                        |
| Notice of Award Dated                                                                                                                                                                                                                                                                                                                                                        | Date Guaranty Returned |

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## **Effective with November 2007 Letting**

### **PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

### **Preparing the Proposal Schedule of Items**

#### **A General**

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

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

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

- (1) Download 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:
  1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

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

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

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



# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

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

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

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

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

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

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

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

## NOTARY FOR PRINCIPAL

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

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

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

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

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

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

**Notary Seal**

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

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

## NOTARY FOR SURETY

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

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

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

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

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

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

**Notary Seal**

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



# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



## March 2010

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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

## Special Provisions

### Table of Contents

| Article | Description                                                                                                                                                                                                                                                                                                                                                | Page # |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1.      | General.....                                                                                                                                                                                                                                                                                                                                               | 3      |
| 2.      | Scope of Work. ....                                                                                                                                                                                                                                                                                                                                        | 3      |
| 3.      | Prosecution and Progress. ....                                                                                                                                                                                                                                                                                                                             | 3      |
| 4.      | Traffic. ....                                                                                                                                                                                                                                                                                                                                              | 5      |
| 5.      | Holiday Work Restrictions. ....                                                                                                                                                                                                                                                                                                                            | 9      |
| 6.      | Utilities.....                                                                                                                                                                                                                                                                                                                                             | 9      |
| 7.      | Railroad Insurance and Coordination. ....                                                                                                                                                                                                                                                                                                                  | 10     |
| 8.      | Debris Containment Structure B-67-334, Item 203.0225.S.01.....                                                                                                                                                                                                                                                                                             | 13     |
| 9.      | Environmental Protection and Erosion Control.....                                                                                                                                                                                                                                                                                                          | 15     |
| 10.     | Archaeological Site Protection. ....                                                                                                                                                                                                                                                                                                                       | 15     |
| 11.     | Notice to Contractor, Asbestos Containing Materials on Structure.....                                                                                                                                                                                                                                                                                      | 16     |
| 12.     | Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found. ....                                                                                                                                                                                                                                                                 | 17     |
| 13.     | Removing Concrete Surface Partial Depth, Item 204.0109.S. ....                                                                                                                                                                                                                                                                                             | 18     |
| 14.     | Removing Guardrail and Delineators. ....                                                                                                                                                                                                                                                                                                                   | 19     |
| 15.     | Temporary Emergency Pullouts, Item 205.3000.S.....                                                                                                                                                                                                                                                                                                         | 19     |
| 16.     | QMP Base Aggregate. ....                                                                                                                                                                                                                                                                                                                                   | 20     |
| 17.     | Rubblizing, Item 335.0100. ....                                                                                                                                                                                                                                                                                                                            | 28     |
| 18.     | QMP Ride; Incentive IRI Ride, Item 440.4410.S.....                                                                                                                                                                                                                                                                                                         | 28     |
| 19.     | QMP HMA Pavement Nuclear Density.....                                                                                                                                                                                                                                                                                                                      | 36     |
| 20.     | Removing Bearings, B-64-86, Item 506.7050.S.01; B-64-87, Item 506.7050.S.02; B-64-88, Item 506.7050.S.03; B-64-89, Item 506.7050.S.04; B-64-94, Item 506.7050.S.05; B-64-97, Item 506.7050.S.06; B-64-99, Item 506.7050.S.07; B-64-100, Item 506.7050.S.08; B-64-102, Item 506.7050.S.09; B-64-103, Item 506.7050.S.10; B-64-104, Item 506.7050.S.11. .... | 43     |
| 21.     | Structure Repainting General.....                                                                                                                                                                                                                                                                                                                          | 44     |
| 22.     | Structure Repainting Recycled Abrasive B-64-86, Item 517.1800.S.01; B-64-87, Item 517.1800.S.02; B-64-88, Item 517.1800.S.03; B-64-89, Item 517.1800.S.04; B-64-94, Item 517.1800.S.05; B-64-103, Item 517.1800.S.06; B-64-104, Item 517.1800.S.07. ....                                                                                                   | 45     |
| 23.     | Labeling and Disposal of Waste Material.....                                                                                                                                                                                                                                                                                                               | 48     |
| 24.     | Portable Decontamination Facility, Item 517.6001.S. ....                                                                                                                                                                                                                                                                                                   | 51     |
| 25.     | Negative Pressure Containment and Collection of Waste Materials, B-64-86, Item 517.4500.S.01; B-64-87, Item 517.4500.S.02; B-64-88, Item 517.4500.S.03; B-64-89, Item 517.4500.S.04; B-64-94, Item 517.4500.S.05; B-64-103, Item 517.4500.S.06; B-64-104, Item 517.4500.S.07. ....                                                                         | 52     |
| 26.     | Reseal Crushed Aggregate Slope Paving, Item 604.9015.S. ....                                                                                                                                                                                                                                                                                               | 54     |
| 27.     | Cover Plates Temporary, Item 611.8120.S.....                                                                                                                                                                                                                                                                                                               | 55     |
| 28.     | Geotextile Fabric Type SR, Item 645.0135. ....                                                                                                                                                                                                                                                                                                             | 55     |
| 29.     | Signs.....                                                                                                                                                                                                                                                                                                                                                 | 56     |

|     |                                                                                                                                                              |    |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 30. | Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch, Item 646.0841.S; 8-Inch, Item 646.0843.S. ....                                                 | 56 |
| 31. | PCMS Remote Communications, SPV.0045.01 .....                                                                                                                | 58 |
| 32. | Cleaning and Painting Bearings, Item SPV.0060.01. ....                                                                                                       | 59 |
| 33. | Pavement Marking Grooved Preformed Thermoplastic Arrows Type 4, Item SPV.0060.02; Arrows Type 5, Item SPV.0060.03; Stop Line 18-Inch, Item SPV.0090.06. .... | 60 |
| 34. | Reset Apron Endwall, Item SPV.0060.04. ....                                                                                                                  | 63 |
| 35. | Reseal Wingwall, Item SPV.0060.05. ....                                                                                                                      | 64 |
| 36. | Culvert Pipe Exploration, Item SPV.0060.06. ....                                                                                                             | 64 |
| 37. | Raised Pavement Markers, Item SPV.0060.07. ....                                                                                                              | 65 |
| 38. | Bar Steel Reinforcement HS Stainless Bridges, Item SPV.0085.01. ....                                                                                         | 67 |
| 39. | Reditch, Item SPV.0090.01. ....                                                                                                                              | 71 |
| 40. | Reset Culvert Pipe, Item SPV.0090.02. ....                                                                                                                   | 72 |
| 41. | Concrete Curb and Gutter 30-Inch Type A HES, Item SPV.0090.03. ....                                                                                          | 73 |
| 42. | Sawing Concrete Curb Head, Item SPV.0090.04. ....                                                                                                            | 73 |
| 43. | Adjusting Beam Guard, Item SPV.0090.05. ....                                                                                                                 | 74 |

## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 1090-15-72, Rock Freeway southbound from USH 12 to STH 83, IH 43, located in Walworth and Waukesha Counties, 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 shall consist of removing asphalt surface milling; rubblizing; base patching concrete; HMA pavement; beam guard; base coarse; concrete base; replacement of Structure B-67-131; concrete surface repair, painting, bearing replacement, and re-sealing slopes of Structures B-64-86, B-64-87, B-64-94, B-64-103, B-64-104, B-64-88, and B-64-89; and bearing replacement of B-64-97, B-64-99, B-64-100; and B-64-102; and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

### **3. Prosecution and Progress.**

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

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

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

The department will deduct \$200 per hour from payments due the contractor through Administrative Item 801.0104 Failing to Open Road to Traffic for every hour a night time lane closure (from the beginning of the project to Station 215+00) or ramp closure is

in effect past 5:00 AM. The department will also deduct \$200 per hour from payments due the contractor through Administrative Item 801.0104 Failing to Open Road to Traffic for every hour each lane closure along mainline IH 43 is in effect past 3:00 PM on Friday until 5:00 AM the following Monday. These reductions shall be a quarterly fraction of the \$200 hourly reduction rate for each 15-minute increment during which the lane or ramp closure violation occurs. Also, the department will deduct \$5,000 per day from payments due the contractor through Administrative Item 801.0104 Failing to Open Road to Traffic for every day (or night) during Alpine Valley events that the Bowers Road or STH 120 on and off-ramps are closed.

At the beginning of construction of Structure B-67-334, southbound IH-43 traffic shall be crossed over onto the northbound side IH-43 for a maximum of 150 calendar days.

*Supplement standard spec 108.11 as follows:*

If the contractor fails to complete the work necessary to complete construction of Structure B-67-334 and adjacent southbound approaches; eliminate the use of the crossover; and reopen southbound IH-43 to traffic within 150 calendar days, the department will assess the contractor \$1,605 for damages in interim liquidated damages for each calendar day the contract work remains incomplete beyond 150 calendar days. 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 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.

### **Migratory Birds**

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

The nesting season for swallows and other birds is usually between May 1 and August 30. Either prevent active nests from becoming established, or apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds, or clearing nests from all structures before the nests become active in early spring. As a last resort, prevent birds from nesting by installing a suitable netting device on the remaining structure prior to nesting activity. Include the cost for preventing nesting in the cost of Removing Old Structure for B-67-334 and Removing Bearings for all other bridges.

#### **4. Traffic.**

Conduct construction operations under one 12-foot lane of traffic, except in climbing lanes, where two 11-foot travel lanes shall remain open to traffic during stages 2 and 4. Do not construct or close to one traffic lane more than 4 consecutive miles of IH-43 at any one time. Two separate 4-mile construction zones may be closed at the same time only if they are separated by 4-miles. Open the 4-mile section between two construction zones to two lanes of traffic with no shoulder restrictions. Construction of all stages must be completed within a 4-mile section before moving operations to a new construction zone.

Open I-43 to two lanes of traffic over the weekend, from 3:00 PM on Friday until 5:00 AM on Monday. Open climbing lane sections of IH-43 to three lanes of traffic over the weekend with the exception of weekends between Stages 5 and 6 when appropriate pavement marking is not in place. Do not perform any construction operations or traffic control changes between 3:00 PM on Friday and 5:00 AM on Monday. On weekends, return the IH-43 speed limit to 65 MPH by covering the 55 MPH signs with 65 MPH signs.

The contractor can construct Stage 2 without constructing Stage 3 prior to opening IH-43 to two lanes of traffic for the weekend, but must then construct a Tapered Notch Longitudinal Joint between lanes after Stage 2. The Tapered Notch Longitudinal Joint must then be milled at the beginning of Stage 3. Construct Stages 4 and 5 within the same week prior to opening IH-43 to two lanes of traffic for the weekend. Do not start Stage 4 construction unless there is adequate time in the week to complete Stage 5 prior to 3:00 PM on Friday.

Construction vehicles are not permitted to leave the work area in the middle of the construction zone. Construction vehicles must exit the work area at the end of the construction zone.

Construct Temporary Emergency Pullouts at a maximum distance of 2 miles apart. The location of Temporary Emergency Pullouts shall be approved by the engineer as to not disturb wetland areas. The Temporary Emergency Pullouts are to be constructed prior to restricting any lanes in the construction zone.

Do not conduct traffic control stage changes during peak hours. Peak hours are defined as 6:30 AM – 9:00 AM Monday, Tuesday, Wednesday, Thursday and Friday and 2:00 PM – 7:00 PM Monday, Tuesday, Wednesday, Thursday and Friday.

Maintain traffic control drum offsets at all times as shown on the plans. Maintain the drums in straight lines and immediately replace all drums that have been moved out of line.

Coordinate bridge rehabilitation work and roadway resurfacing work to minimize lane closures on IH-43.

## **IH 43 Construction:**

### **Stage 1**

Close the outside travel lane and existing climbing lane to traffic during Stage 1. Traffic will utilize the median lane for southbound traffic. Maintain one 12-foot wide travel lane at all times. Construct Stage 1 by milling and overlaying the outside shoulder and associated pavement marking work.

### **Weekend Traffic**

Open IH 43 to two lanes of traffic from 3:00 PM on Friday until 5:00 AM on Monday between Stage 1 and 2. The contractor may start Stage 2 in the same week as Stage 1; however, both Stages 2 and 3 must be completed within the same week or a tapered notch longitudinal joint must be constructed if only Stage 2 is constructed prior to opening IH 43 to two lanes of traffic at 3:00 PM on Friday.

### **Stage 2**

Close the median lane to traffic during Stage 2. Traffic will utilize the paved outside shoulder constructed in Stage 1 and the climbing lane where applicable. Maintain one 12-foot travel lane at all times except in areas of climbing lanes where two 11-foot travel lanes will be maintained. Construct Stage 2 by milling the existing asphaltic surface, rubblizing the concrete pavement, base patching concrete at selected structures, overlaying with the lower layer of asphaltic concrete pavement, and associated pavement markings.

### **Stage 3**

Close the outside lane and existing climbing lane to traffic during Stage 3. Traffic will utilize the median shoulder and lane. Maintain one 12-foot wide travel lane at all times. Construct Stage 3 by milling the existing asphaltic surface, rubblizing the concrete pavement, base patching concrete at selected structures, overlaying with the lower layer of asphaltic concrete pavement and associated temporary pavement markings.

### **Weekend Traffic**

Open IH 43 to all lanes of traffic from 3:00 PM on Friday until 5:00 AM on Monday between Stage 3 and 4.

### **Stage 4**

Close the outside lane and existing climbing lane to traffic during Stage 4. Traffic will utilize the median shoulder and lane. Maintain one 12-foot wide travel lane at all times. Construct Stage 4 by overlaying with the upper layer of asphaltic concrete pavement. Use traffic control drums instead of temporary pavement marking to delineate traffic after stage 4.

**Stage 5**

Close the median lane to traffic during Stage 5. Traffic will utilize the finished pavement on the outside lane and shoulder constructed in Stages 1, 3, and 4. Maintain one 12-foot travel lane at all times except in areas of climbing lanes where two 11-foot travel lanes will be maintained. Construct Stage 5 by paving the upper layer of HMA pavement, installing rumble strips, and installing permanent edge line and lane line pavement markings.

**Weekend Traffic**

Open IH 43 to two lanes of traffic from 3:00 PM on Friday until 5:00 AM on Monday between Stage 5 and 6. The contractor may start Stage 6 in the same week as Stages 4 and 5 as long as IH 43 is opened to two lanes of traffic for weekend hours.

**Stage 6**

Close the outside lane to traffic during Stage 6. Traffic will utilize the finished pavement in the normal 12-foot median lane. Construct Stage 6 by installing rumble strips, and finishing the permanent pavement markings.

**IH-43 Night Work**

Construct IH-43 northbound from the beginning of the project to the USH 12 bridge and IH-43 southbound from the beginning of the project to Station 215+00 at night. Night closures are only allowed from 8:00 PM to 5:00 AM. Night closures are not allowed on Friday, Saturday, or Sunday nights. This must be done so that the on and off-ramps at USH 12 remain open during peak hours. Close and detour the USH 12 ramps during night work as detailed in the Plans.

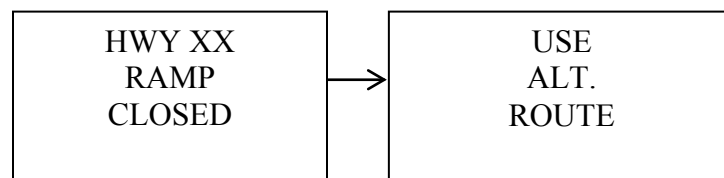
Complete this night work by milling, rubblizing, and overlaying with the lower layer of HMA pavement from the beginning of the project to Station 215+00. Construct one lane of IH-43 in this manner and then construct the other lane by milling, rubblizing, and overlaying on a separate night. Pave the upper layer of HMA pavement on a separate night. Construct a tapered notch longitudinal joint between lanes on the first upper layer of asphalt so that traffic can be opened up to two lanes during the daytime. The tapered notch longitudinal joint between asphalt layers is only allowed to be in place for one day. The adjacent paving operation must be completed during the next night. Mill the tapered notch longitudinal joint on the same night as paving the adjacent lane. Apply the pavement marking required to open both lanes of traffic during the day prior to completing the night work for that particular stage. Complete IH-43 Night Work from the beginning of the project to Station 215+00 in 10 working nights.

**Night Work Ramp Closures**

The on and off-ramps at STH 11, Bowers Road, STH 120, STH 20, and northbound STH 83 will not be detoured. Construct these ramps at night during the mainline IH-43 Stage 3 or 4 to minimize the effect on traffic. The ramps may only be closed between the hours of 8:00 PM and 5:00 AM. Rubblizing and overlaying must be completed on the same night, in order to open the ramps to traffic during the day. Ramp closures are limited to a maximum of 1 night for each ramp.

The interchange ramps at USH 12 will be detoured in order to construct the ramps at night. The ramps may only be closed between the hours of 8:00 PM and 5:00 AM. Curb and gutter removal and replacement must be completed in one night, while rubblizing and overlaying must be completed on the next night, in order to open the ramps to traffic during the day. Ramp closures are limited to a maximum of 2 nights for each ramp.

Do not close two consecutive ramps at any one time. Place a R11-51 sign (“RAMP WILL BE CLOSED 8:00 PM TO 5:00 AM BEGINNING XXX 00”) on all ramps 3 business days prior to closing the ramp for night work. Place a portable changeable message sign (PCMS) along IH-43 prior to the previous off-ramp to notify motorists of the ramp closure. The PCMS message shall be similar to:



**Alpine Valley Access:**

Do not close the Bowers Road or STH 120 on and off-ramps during Alpine Valley events or immediately thereafter. Coordinate with Alpine Valley Music Theater to determine the event schedule.

**Walworth County Fair:**

Do not close the STH 11 on and off-ramps during the Walworth County Fair which runs from August 27, 2014 to September 1, 2014.

**Advance Notification**

Provide the engineer with a schedule of lane and ramp closures for the following week by noon on Thursday of the previous week. In addition, provide the following minimum advance notification to the engineer for incorporation into the Wisconsin Lane Closure System.

|                            |                  |
|----------------------------|------------------|
| Service Ramp closures      | 3 business days  |
| System Ramp closures       | 7 calendar days  |
| Lane closures              | 3 business days  |
| Construction stage changes | 14 calendar days |
| Detours                    | 14 calendar days |

Notify the engineer and WisDOT Southeast Region Traffic Section, Bill Wondrachek at (262) 548-5669 if there are any changes in the schedule, early completions, or cancellations of scheduled work.

## 5. **Holiday Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 43 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.

107-005 (20050502)

## 6. **Utilities.**

This contract comes under the provision of Administrative Rule Trans 220.

107-065 (20080501)

There are underground and overhead utility facilities located throughout the project limits. There are no known utility adjustments required for this construction project. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area, as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

The following is a list of known utilities that cross the project:

| <b>Utility Type</b> | <b>Mainline Station at Utility Crossing</b> |
|---------------------|---------------------------------------------|
| Fiber Optics        | 242+50                                      |
| Electric (overhead) | 255+60                                      |
| Gas                 | 255+80                                      |
| Electric            | 293+95                                      |
| Electric            | 294+80                                      |
| Electric (overhead) | 313+00                                      |
| Gas                 | 329+75                                      |
| Electric            | 329+90                                      |
| Electric (overhead) | 386+60                                      |
| Electric (overhead) | 489+30                                      |
| Cable               | 662+35                                      |
| Electric (overhead) | 662+35                                      |
| Gas                 | 662+95                                      |
| Electric (overhead) | 755+55                                      |
| Electric            | 783+05                                      |
| Gas                 | 783+50                                      |
| Electric (overhead) | 871+95                                      |
| Electric (overhead) | 908+50                                      |

|                     |        |
|---------------------|--------|
| Electric (overhead) | 910+00 |
| Electric            | 958+10 |
| Electric (overhead) | 980+60 |
| Cable (overhead)    | 980+95 |
| Gas                 | 96+10  |
| Electric (overhead) | 96+75  |
| Cable               | 97+95  |

The following utilities have been contacted and confirmed that utility conflicts are not anticipated:

- ATC Management
- AT&T Corp.
- TDS Telecom Corp.
- Time Warner Cable
- We Energies - Electric
- We Energies - Gas Operations
- Windstream KDL, Inc
- Town of East Troy
- Village of East Troy
- Village of Mukwonago
- Walworth County Public Works Dept.

## **7. Railroad Insurance and Coordination.**

### **A Description**

Comply with standard spec 107.17 for all work affecting Wisconsin Central Ltd. d/b/a Canadian National Railroad Company property and any existing tracks.

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

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

Notify evidence of the required coverage, and duration to Jackie Macewicz at 1625 Depot St., Stevens Point, WI, 54481, TELEPHONE (715) 345-2503, FAX (715) 345-2534, email [Jackie.macewicz@cn.ca](mailto:Jackie.macewicz@cn.ca). Include the following information on the insurance document:

- Project 1090-15-72
- Route Name IH-43 Southbound, Waukesha County
- Crossing ID 689 882B
- Railroad Subdivision Waukesha
- Railroad Milepost 84.56

#### **A.2 Work by Railroad**

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

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

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

Contact Mary Ellen Carmody, Audit Officer, Administration Service Center, 700 Pershing Street, Pontiac, MI 48340; TELEPHONE (248) 452-4705; FAX (248) 452-4972; email maryellen.carmody@cn.ca for flagging arrangements. Advise Ms. Carmody that the flagging services are to be billed at the rate for a public highway project, 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 28 through freight trains operate daily through the construction site. Through freight trains operate at up to 60 mph.

### **A.6 Temporary Clearances During Construction**

*Replace subparagraphs (3) 4.1 and (3) 4.2 of standard spec 107.17.1 with the following:*

Provide 12 feet plus 1.5 inches (38 mm) per degree of track curvature, measured horizontally from the track center line.

Provide 21 feet, plus compensation for super-elevated track, measured vertically above the top of the highest rails.

## **B Railroad Flagging**

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

1. Cranes swinging or handling materials or equipment within 25 feet of the centerline of any track.
2. Construction operations that are in proximity of power lines or railroad signal and communication lines, underground cables, fuel oil facilities or pipe lines and which might result in fire or damage to such facilities, danger to railroad operations or danger to the public in the transaction of business on railroad premises.

3. Excavation, tunneling, blasting, pile driving, placing, or removing cofferdams or sheeting, or similar activities might cause the railroad's tracks or buildings to be undermined, heaved out of normal level, shifted out of alignment, or otherwise impaired.
4. Bridge painting activities including rigging of falsework, scaffolding or similar activities within 25 feet of the centerline of any track.
5. Deck removal activities within 25 feet of the centerline of any track.
6. Pouring of bridge decks in spans over an operated track.
7. At any other time in railroad representative's judgment, the contractor's work or operations constitute an intrusion into the track zone and create an extraordinary hazard to railroad traffic, and at any other time when flagging protection is necessary for safety to comply with the operating rules of the railroad.

Projects with concurrent activity may require more than one flagger.

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

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

## **C Flagging by Railroad– Railroad Does Not Pay Flagging Costs**

### **C.1 General**

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

Comply with the railroad's rules and regulations regarding operations on railroad right-of-way. If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and make payment directly to the railroad. Notify the appropriate railroad representative as listed in section A.3 above, in writing, at least 5 business days before starting work near a track. Provide the specific time planned to start the operations.

### **C.2 Rates – Canadian National (WCL)**

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

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

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

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

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

### **C.3 Reimbursement Provisions**

The actual cost for flagging will be billed by the railroad. After the completion of the work requiring flagging protection as provided in section B above, the department will reimburse 50% of the cost of such services up to the rates provided above based on paid railroad invoices, except for the excluded conditions enumerated below. In the event actual flagging rates exceed the rates stated above, the department will reimburse 100% of the portion of the rate that is greater than the rates stated above.

### **C.4 Excluded Conditions**

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

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

The contractor shall bear all costs of the additional flagging requirements for the excluded conditions.

### **C.5 Payment for Flagging**

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

107-034 (20130615)

## **8. Debris Containment Structure B-67-334, Item 203.0225.S.01.**

### **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 specs 107.17 and 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 Wisconsin Central Ltd. d/b/a Canadian National Railroad Company 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. Wisconsin Central Ltd. d/b/a Canadian National Railroad Company  
1625 Depot Street  
Steven Point, WI 54481  
Attention: Jackie Macewicz, Manager Public Works,  
Phone: (715) 345-2503
2. Wisconsin Department of Transportation  
DTSD SE Region  
141 NW Barstow Street, P.O. Box 798  
Waukesha, WI 53187-0798  
Attention: Gary Metzer, Project Manager  
Phone: (262) 548-5685

### **D Measurement**

The department will measure Debris Containment Structure B-67-334 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 Structure B-67-334 | LS   |

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

203-010 (20080902)

## 9. Environmental Protection and Erosion Control.

*Supplement standard spec 107.18 as follows:*

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

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide one copy of the ECIP to WisDOT and one copy of the ECIP to the WDNR Liaison, Craig Webster, (262) 574-2141, [craig.webster@wisconsin.gov](mailto:craig.webster@wisconsin.gov). Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Re-topsoil of graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 7 calendar days after initial ground disturbance. If final restoration cannot be completed within 7 calendar days, seed those areas with temporary seed within 3 calendar days of initial ground disturbance.

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

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

## 10. Archaeological Site Protection.

Archaeologically significant sites exist in the project area as follows:

| Site    | Location                         |
|---------|----------------------------------|
| WL-0099 | Station 361+00 to Station 411+00 |
| WL-0116 | Station 451+00 to Station 469+00 |
| WL-0123 | Station 400+00, Median           |
| WL-0232 | Station 856+00 to Station 885+00 |

Do not use these sites for borrow, waste disposal, or for the staging of personnel, equipment and/or supplies. If ground disturbance below subgrade or beyond the subgrade shoulder point (resetting culvert pipe apron endwalls excluded) becomes necessary, provide two weeks' notice to the Bureau of Technical Services, Environmental Services Section (ESS) before doing any work in the areas of these sites. ESS will provide a qualified archaeologist to be on site at all times when work occurs near these areas. The contact at ESS is Jim Becker, (608) 261-0137 or Lynn Cloud, (608) 266-0099.

If a potentially significant archaeological feature or material is discovered during construction operations, the qualified archeologist will promptly coordinate with the WisDOT engineer and with ESS to determine an appropriate course of action.

## **11. Notice to Contractor, Asbestos Containing Materials on Structure.**

Tim Petrick, License Number AII-111277, inspected Structures B-64-97 and B-64-100 for asbestos on August 27, 2009. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities:

- B-64-97: - 150 LF of white caulk located in the parapet expansion joints contains 5% non-friable asbestos.
- B-64-100: - 100 LF of white caulk located in the parapet expansion joints contains 5% non-friable asbestos.

John Roelke, License Number AII-119523, inspected Structure B-64-99 and B-64-102 for asbestos on August 27, 2009 and Structures B-64-86, B-64-87, B-64-94, B-64-103, and B-64-104 for asbestos on October 11, 2012. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities:

- B-64-86: - 26 SF of dark gray gasket located where the railing attaches to the concrete parapet contains 3% non-friable asbestos
- B-64-87: - 24 SF of gray gasket located where the railing attaches to the concrete parapet contains 3% non-friable asbestos
- B-64-94: - 24 SF of gray gasket located where the railing attaches to the concrete parapet contains 3% non-friable asbestos  
- 12 SF of gray caulk located in the parapet expansion joints contains 5% non-friable asbestos.
- B-64-99: - 100 LF of gray caulk located in the parapet expansion joints contains 10% non-friable asbestos.
- B-64-102: - 100 LF of gray caulk located in the parapet expansion joints contains 3% non-friable asbestos.
- B-64-103: - 20 SF of gray gasket located where the railing attaches to the concrete parapet contains 3% non-friable asbestos  
- 8 SF of gray caulk located in the parapet expansion joints contains 5% non-friable asbestos.
- B-64-104: - 8 SF of gray caulk located in the parapet expansion joints contains 5% non-friable asbestos.

A copy of the inspection report is available from: Gary Metzger, (262) 548-5685. Locations of asbestos containing material are noted on the plan set. Do not disturb any asbestos containing material. Should asbestos containing material be disturbed, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response in accordance to standard spec 107.24. Keep material wet until it is abated.  
107-120 (20120615)

## **12. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.**

John Roelke, License Number AII-119523, inspected Structure B-64-89 for asbestos on February 17, 2009 and Structure B-64-88 for asbestos on August 27, 2009. No regulated Asbestos Containing Material (RACM) was found on these structures. A copy of the inspection report is available from: Gary Metzger, (262) 548-5685.

In accordance to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to William Dreher, (608) 266-8489 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI. 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

### **Structure B-64-88**

- Site Name: Structure B-64-0088, IH 43 northbound over STH 20
- Site Address: 2.1M N JCT CTH G
- Ownership Information: WisDOT Transportation Southeast Region, 141 NW Barstow St., P.O. Box 798, Waukesha, WI, 53187-0798
- Contact: Gary Metzger
- Phone: (262) 548-5685
- Age: 42 years old. This structure was constructed in 1971.
- Area: 10,033 SF of deck

### **Structure B-64-89**

- Site Name: Structure B-64-89, IH 43 southbound over STH 20
- Site Address: 5.5M S JCT STH 83 to N
- Ownership Information: WisDOT Transportation Southeast Region, 141 NW Barstow St., P.O. Box 798, Waukesha, WI 53187-0798
- Contact: Gary Metzger
- Phone: (262) 548-5685
- Age: 42 years old. This structure was constructed in 1971.
- Area: 10,033 SF of deck

Insert the following paragraph in Section 6.g.:

- If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response in accordance to standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

107-125 (20120615)

### **13. 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 in accordance 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 in accordance 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; disposing of materials; and for furnishing all labor, tools, equipment and incidentals necessary to complete the contract work.

204-041 (20080902)

**14. Removing Guardrail and Delineators.**

Deliver guardrail and delineators that have been removed for the project to the Walworth County Department of Public Works yard located at W4097 County Road NN, Elkhorn, WI 53121.

**15. Temporary Emergency Pullouts, Item 205.3000.S.****A Description**

This special provision describes grading, furnishing, and placing crushed aggregate base course and signs to construct temporary emergency pullouts. This item also includes the removal of the pullouts including furnishing and placing finishing items as shown on the plan, and in accordance to the pertinent requirements of the standard specifications and as hereinafter provided.

**B (Vacant)****C Construction**

Construct Temporary Emergency Pullouts prior to closing the roadway. Dispose of all surplus and unsuitable material in accordance to standard spec 205.3.12.

**D Measurement**

The department will measure Temporary Emergency Pullouts 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 |
|-------------|------------------------------|------|
| 205.3000.S  | Temporary Emergency Pullouts | Each |

Payment is full compensation for grading, shaping, and compacting; providing and placing crushed aggregate base course; providing and placing signs; removing as required; providing and placing topsoil, fertilizer, seed, and mulch; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.  
205-020 (20080902)

## **16. QMP Base Aggregate.**

### **A Description**

#### **A.1 General**

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

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

#### **A.2 Contractor Testing for Small Quantities**

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a plan quantity of 9000 tons or less of material as shown in the schedule of items under that bid item.
- (2) The requirements under this special provision apply equally to a small quantity for an individual bid item except as follows:

1. The contractor need not submit a full quality control plan but shall provide an organizational chart to the engineer including names, telephone numbers, and current certifications of all persons involved in the quality control program for material under affected bid items.
2. Divide the aggregate into uniformly sized sublots for testing as follows:

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

- <sup>[1]</sup> 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.
- <sup>[2]</sup> For 3-inch material, obtain samples at load-out.
- <sup>[3]</sup> If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
  4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

## **B Materials**

### **B.1 Quality Control Plan**

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

4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
5. Descriptions of stockpiling and hauling methods.
6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

## B.2 Personnel

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

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

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

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

## B.3 Laboratory

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

Materials Management Section  
3502 Kinsman Blvd.  
Madison, WI 53704  
Telephone: (608) 246-5388

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

## B.4 Quality Control Documentation

### B.4.1 General

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

#### **B.4.2 Records**

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

#### **B.4.3 Control Charts**

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

#### **B.5 Contractor Testing**

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

- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

## **B.6 Test Methods**

### **B.6.1 Gradation**

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:  
 Gradation..... AASHTO T 27  
 Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
  1. Control limits are at the upper and lower specification limits.
  2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
  3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
  4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

### **B.6.2 Fracture**

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

### **B.6.3 Liquid Limit and Plasticity**

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

## **B.7 Corrective Action**

### **B.7.1 General**

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

### **B.7.2 Placement Corrective Action**

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 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 furnishing 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)

## **17. Rubblizing, Item 335.0100.**

*Supplement standard spec 335 as follows:*

Schedule and perform the rubblization operation of existing concrete pavement such that the compacted, rubblized concrete pavement is overlaid with Hot Mix Asphalt pavement within 72 hours or before a rain event, whichever is closer.

The rubblization machines may pose a hazard for underground utilities with insufficient cover depth. Take care in protecting all underground utilities on the project. All equipment shall strictly observe load restrictions on all bridges and culvert structures.

## **18. QMP Ride; Incentive IRI Ride, Item 440.4410.S.**

### **A Description**

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

### **B (Vacant)**

### **C Construction**

#### **C.1 Quality Control Plan**

- (1) Submit a written quality control plan to the engineer at or before the pre-pave meeting. Ensure that the plan provides the following elements:

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

## **C.2 Personnel**

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

## **C.3 Equipment**

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

## **C.4 Testing**

### **C.4.1 Run and Reduction Parameters**

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

### **C.4.2 Contractor Testing**

- (1) Operate profilers within the manufacturer's recommended speed tolerances. Perform all profile runs in the direction of travel. Measure the longitudinal profile of each wheel track of each lane. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.

- (2) Coordinate with the engineer to schedule profile runs for acceptance. The department may require testing to accommodate staged construction or if corrective action may be required.
- (3) Measure the profiles of each standard or partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Field-locate the beginning and ending points for each profile run. When applicable, align segment limits with the subplot limits used for testing under the QMP Concrete Pavement specification. Define segments one wheel path wide and distinguished by length as follows:
  1. Standard segments are 500 feet long.
  2. Partial segments are less than 500 feet long.
- (4) Treat partial segments as independent segments.

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

| <b>Segments with a Posted Speed Limit of 55 MPH or Greater</b> |                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Category</b>                                                | <b>Description</b>                                                                                                                                                                                                                                                                                   |
| 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.                                                                             |

| <b>Segments with Any Portion Having a Posted Speed Limit Less Than 55 MPH</b> |                                                                                               |
|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <b>Category</b>                                                               | <b>Description</b>                                                                            |
| 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:

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

The ProVAL software is available for download at:

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

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

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

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

## **C.5 Corrective Actions**

### **C.5.1 General**

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

### **C.5.2 Corrective Actions for Localized Roughness**

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

| <b>Localized Roughness IRI<br/>(in/mile)</b> | <b>Pay Reduction<sup>[1]</sup><br/>(dollars)</b> |
|----------------------------------------------|--------------------------------------------------|
| > 200                                        | (Length in Feet) x (IRI – 200)                   |

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

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

### **C.5.3 Corrective Actions for Excessive IRI**

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

HMA I: Correct to an IRI of 60 in/mile using whichever of the following methods as approved by the engineer:  
Mill and replace the full lane width of the riding surface excluding the paved shoulder.  
Continuous diamond grinding or fine-tooth milling the full lane width, if required, of the riding surface including adjustment of the paved shoulders.

HMA II: Correct to an IRI of 85 in/mile using whichever of the following methods as approved by the engineer:  
Mill and replace the full lane width of the riding surface excluding the paved shoulder.  
Continuous diamond grinding or fine-tooth milling of the full lane width, if required, of the riding surface including adjustment of the paved shoulders

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

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

### **C.6 Dispute Resolution**

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate testing procedures, and perform additional testing.

- (2) If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming pavement, the department will use third party testing to resolve the dispute. The department's Quality Assurance Unit, or a mutually agreed on independent testing company, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent tester. The department may use third party tests to evaluate the quality of questionable pavement and determine the appropriate payment.

#### **D Measurement**

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

#### **E Payment**

##### **E.1 Payment for Profiling**

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

##### **E.2 Pay Adjustment**

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

| ITEM NUMBER | DESCRIPTION        | UNIT |
|-------------|--------------------|------|
| 440.4410.S  | Incentive IRI Ride | DOL  |

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

- All Pavement: The corrective work is performed in a contiguous, full lane width section 500 feet long, or a length as agreed with the engineer.
- HMA Pavements: The corrective work is a mill and inlay or full depth replacement and the inlay or replacement layer thickness conforms to standard spec 460.3.2.
- Concrete Pavements: The corrective work is a full depth replacement and conforms to standard spec 415.

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

| <b>HMA I</b>                         |                                                                        |
|--------------------------------------|------------------------------------------------------------------------|
| <b>Initial IRI<br/>(inches/mile)</b> | <b>Pay Adjustment<sup>[1]</sup><br/>(dollars per standard segment)</b> |
| < 30                                 | 250                                                                    |
| ≥ 30 to <35                          | $1750 - (50 \times \text{IRI})$                                        |
| ≥ 35 to < 60                         | 0                                                                      |
| ≥ 60 to < 75                         | $1000 - (50/3 \times \text{IRI})$                                      |
| ≥ 75                                 | -250                                                                   |

| <b>HMA II and PCC II</b>             |                                                                           |
|--------------------------------------|---------------------------------------------------------------------------|
| <b>Initial IRI<br/>(inches/mile)</b> | <b>Pay Adjustment<sup>[1][2]</sup><br/>(dollars per standard segment)</b> |
| < 50                                 | 250                                                                       |
| ≥ 50 to < 55                         | $2750 - (50 \times \text{IRI})$                                           |
| ≥ 55 to < 85                         | 0                                                                         |
| ≥ 85 to < 100                        | $(4250/3) - (50/3 \times \text{IRI})$                                     |
| ≥ 100                                | -250                                                                      |

| <b>HMA IV and PCC IV</b>             |                                                                           |
|--------------------------------------|---------------------------------------------------------------------------|
| <b>Initial IRI<br/>(inches/mile)</b> | <b>Pay Adjustment<sup>[1][2]</sup><br/>(dollars per standard segment)</b> |
| < 35                                 | 250                                                                       |
| ≥ 35 to < 45                         | $1125 - (25 \times \text{IRI})$                                           |
| ≥ 45                                 | 0                                                                         |

<sup>[1]</sup> 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.

<sup>[2]</sup> 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)

## **19. QMP HMA Pavement Nuclear Density.**

### **A Description**

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
  1. Selection of test sites.
  2. Testing.
  3. Necessary adjustments in the process.
  4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:  
<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>
- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

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

### **B Materials**

#### **B.1 Personnel**

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

#### **B.2 Testing**

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

## **B.3 Equipment**

### **B.3.1 General**

- (1) Furnish nuclear gauges from the department's approved product list at <http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.
- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:  
Materials Management Section  
3502 Kinsman Blvd.  
Madison, Wisconsin 53704  
Telephone: (608) 243-5998

### **B.3.2 Correlation of Nuclear Gauges**

#### **B.3.2.1 Correlation of QC and QV Nuclear Gauges**

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the correlation process. The section does not have to be the same mix design.
- (2) Correlate the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the correlation on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.
- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft<sup>3</sup>. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft<sup>3</sup> and repeat correlation process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable correlation tolerances to perform density testing on the project.

#### **B.3.2.2 Correlation Monitoring**

- (1) After performing the gauge correlation specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project.

- Perform correlation monitoring of the QC, QV, and all back-up gauges at the project reference site.
- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
  - (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft<sup>3</sup> of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft<sup>3</sup> of its reference value established in B.3.2.2(2).
  - (4) Maintain the reference site test data for each gauge at an agreed location.

## **B.4 Quality Control Testing and Documentation**

### **B.4.1 Lot and Sublot Requirements**

#### **B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances**

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.
- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.
- (5) Randomly select test locations for each sublot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.
- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

| <b>Lane Width</b>         | <b>No. of Tests</b> | <b>Transverse Location</b>   |
|---------------------------|---------------------|------------------------------|
| 5 ft or less              | 1                   | Random                       |
| Greater than 5 ft to 9 ft | 2                   | Random within 2 equal widths |
| Greater than 9 ft         | 3                   | Random within 3 equal widths |

**Table 1**

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

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

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

**Table 2**

#### **B.4.2 Pavement Density Determination**

##### **B.4.2.1 Mainline Traffic Lanes and Appurtenances**

- (1) Calculate the average subplot densities using the individual test results in each subplot.
- (2) If all subplot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.
- (3) If any subplot average is more than one percent below the target density, do not include the individual test results from that subplot when computing the lot average density and remove that subplot's tonnage from the daily quantity for incentive. The tonnage from any such subplot is subject to disincentive pay according to standard spec 460.5.2.2.

##### **B.4.2.2 Mainline Shoulders**

###### **B.4.2.2.1 Width Greater Than 5 Feet**

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

#### **B.4.2.2.2 Width of 5 Feet or Less**

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

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

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

#### **B.4.2.4 Documentation**

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

#### **B.4.3 Corrective Action**

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

- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

## **B.5 Department Testing**

### **B.5.1 Verification Testing**

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

### **B.5.2 Independent Assurance Testing**

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

## **B.6 Dispute Resolution**

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

## **B.7 Acceptance**

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

## **C (Vacant)**

## **D (Vacant)**

## **E Payment**

### **E.1 QMP Testing**

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

### **E.2 Disincentive for HMA Pavement Density**

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

### **E.3 Incentive for HMA Pavement Density**

- (1) Delete standard spec 460.5.2.3.
- (2) If the lot density is greater than the minimum specified in standard spec table 460-3 and all individual air voids test results for that mixture are within +1.0 percent or -0.5 percent of the design target in standard spec table 460-2, the department will adjust pay for that lot as follows:

| <b>Percent Lot Density Above Minimum</b> | <b>Pay Adjustment Per Ton</b> |
|------------------------------------------|-------------------------------|
| From -0.4 to 1.0 inclusive               | \$0                           |
| From 1.1 to 1.8 inclusive                | \$0.40                        |
| More than 1.8                            | \$0.80                        |

- (3) The department will adjust pay under the Incentive Density HMA Pavement bid item. Adjustment under this item is not limited, either up or down, to the bid amount shown on the schedule of items.
  - (4) If a traffic lane meets the requirements for disincentive, the department will not pay incentive on the integrally paved shoulder.
  - (5) Submit density results to the department electronically using the MRS software. The department will validate all contractor data before determining pay adjustments.
- 460-020 (20100709)

**20. Removing Bearings, B-64-86, Item 506.7050.S.01; B-64-87, Item 506.7050.S.02; B-64-88, Item 506.7050.S.03; B-64-89, Item 506.7050.S.04; B-64-94, Item 506.7050.S.05; B-64-97, Item 506.7050.S.06; B-64-99, Item 506.7050.S.07; B-64-100, Item 506.7050.S.08; B-64-102, Item 506.7050.S.09; B-64-103, Item 506.7050.S.10; B-64-104, Item 506.7050.S.11.**

**A Description**

This special provision describes raising the girders and removing the existing bearings, as shown on the plans and as hereinafter provided.

**B (Vacant)**

**C Construction**

Raise the structure's girders and remove the existing bearings as shown in the plans

Obtain prior approval from the engineer for the method of jacking the girders and of supporting them while the bearings are removed.

If the bearings are replaced one at a time and that girder is jacked 1/4-inch, then jack the adjacent girder or girders one-half that amount. The jacking height on any girder for any method shall not exceed a maximum of 1/4-inch.

**D Measurement**

The department will measure Removing Bearings, B-64-86 by the unit for each bearing removed, 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 |
|---------------|-----------------------------|------|
| 506.7050.S.01 | Removing Bearings, B-64-86  | Each |
| 506.7050.S.02 | Removing Bearings, B-64-87  | Each |
| 506.7050.S.03 | Removing Bearings, B-64-88  | Each |
| 506.7050.S.04 | Removing Bearings, B-64-89  | Each |
| 506.7050.S.05 | Removing Bearings, B-64-94  | Each |
| 506.7050.S.06 | Removing Bearings, B-64-97  | Each |
| 506.7050.S.07 | Removing Bearings, B-64-99  | Each |
| 506.7050.S.08 | Removing Bearings, B-64-100 | Each |
| 506.7050.S.09 | Removing Bearings, B-64-102 | Each |
| 506.7050.S.10 | Removing Bearings, B-64-103 | Each |
| 506.7050.S.11 | Removing Bearings, B-64-104 | Each |

Payment is full compensation for raising the bridge; removing the old bearings.

Cost of furnishing and installing the bearings will be paid for under separate bid items.

## **21. 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)

## **22. Structure Repainting Recycled Abrasive B-64-86, Item 517.1800.S.01; B-64-87, Item 517.1800.S.02; B-64-88, Item 517.1800.S.03; B-64-89, Item 517.1800.S.04; B-64-94, Item 517.1800.S.05; B-64-103, Item 517.1800.S.06; B-64-104, Item 517.1800.S.07.**

### **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:

1. Structure B-64-86 25,650 SF.
2. Structure B-64-87 20,550 SF.
3. Structure B-64-88 18,570 SF.
4. Structure B-64-89 18,570 SF.
5. Structure B-64-94 73,140 SF.
6. Structure B-64-103 26,050 SF.
7. Structure B-64-104 26,050 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: Blue (Medium Sky Blue Tone) #25240.

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 in-line 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 Abrasive (Structure) 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-64-86  | LS   |
| 517.1800.S.02 | Structure Repainting Recycled Abrasive B-64-87  | LS   |
| 517.1800.S.03 | Structure Repainting Recycled Abrasive B-64-88  | LS   |
| 517.1800.S.04 | Structure Repainting Recycled Abrasive B-64-89  | LS   |
| 517.1800.S.05 | Structure Repainting Recycled Abrasive B-64-94  | LS   |
| 517.1800.S.06 | Structure Repainting Recycled Abrasive B-64-103 | LS   |
| 517.1800.S.07 | Structure Repainting Recycled Abrasive B-64-104 | 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)

### **23. Labeling and Disposal of Waste Material.**

The EPA ID number for Structure B-64-86 is WIR000146209.  
The EPA ID number for Structure B-64-87 is WIR000146217.  
The EPA ID number for Structure B-64-88 is WIR000146225.  
The EPA ID number for Structure B-64-89 is WIR000146225.  
The EPA ID number for Structure B-64-94 is WIR000146233.  
The EPA ID number for Structure B-64-103 is WIR000146241.  
The EPA ID number for Structure B-64-104 is WIR000146241.

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.

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.

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.  
517-055 (20100709)

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 DOUGLAS, WI 54618

(608) 963-0871

GENERATOR EPA ID  
WIR000121103

Project ID 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.

## **24. 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)

- 25. Negative Pressure Containment and Collection of Waste Materials, B-64-86, Item 517.4500.S.01; B-64-87, Item 517.4500.S.02; B-64-88, Item 517.4500.S.03; B-64-89, Item 517.4500.S.04; B-64-94, Item 517.4500.S.05; B-64-103, Item 517.4500.S.06; B-64-104, Item 517.4500.S.07.**

**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 (Structure), completed in accordance to the contract and accepted, as a single complete lump sum 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 Waste Materials B-64-86  | LS   |
| 517.4500.S.02 | Negative Pressure Containment and Collection of Waste Materials B-64-87  | LS   |
| 517.4500.S.03 | Negative Pressure Containment and Collection of Waste Materials B-64-88  | LS   |
| 517.4500.S.04 | Negative Pressure Containment and Collection of Waste Materials B-64-89  | LS   |
| 517.4500.S.05 | Negative Pressure Containment and Collection of Waste Materials B-64-94  | LS   |
| 517.4500.S.06 | Negative Pressure Containment and Collection of Waste Materials B-64-103 | LS   |
| 517.4500.S.07 | Negative Pressure Containment and Collection of Waste Materials B-64-104 | LS   |

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)

## **26. 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)

## **27. 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)

## **28. Geotextile Fabric Type SR, Item 645.0135.**

The work under this item shall be in accordance to the pertinent requirements of standard spec 645 and as hereinafter provided.

Modify standard spec 645.2.5 (1) to include the following:

- Furnish fabric conforming to physical properties similar to those required in standard spec 645.2.7 (1) for Geotextile Fabric, Type HR (Heavy Riprap).

## **29. Signs.**

Erect new permanent signs on the same day existing signs are removed, where shown on the plans. Do not leave the construction site for the day until all signs that have been removed on that day have been replaced with new signs.

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

### **A Description**

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

### **B Materials**

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

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

### **C Construction**

#### **C.1 General**

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

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

#### **C.2 Groove Depth**

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

#### **C.3 Groove Width – Longitudinal Markings**

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

#### **C.4 Groove Position**

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

#### **C.5 Groove Cleaning**

##### **C.5.1 Concrete**

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and the pavement marking tape. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/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 ft<sup>3</sup>/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 ft<sup>3</sup>/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 Tape 4-Inch | LF   |
| 646.0843.S  | Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch | LF   |

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

646-022 (20120615)

### **31. PCMS Remote Communications, SPV.0045.01**

#### **A Description**

This special provision describes remote communications requirements for use with portable changeable message signs (PCMS) provided under the contract.

#### **B Materials**

Furnish an EV-DO cellular modem registered to a 3G or 4G cellular carrier. Ensure that the cellular modem includes 1 or more external antennas, 1 or more 10/100 Ethernet ports, and 1 or more db9 Serial RS-232 interfaces. Ensure that the device is able to handle -30° C to +75° C and is powered by a 12VDC power supply. Ensure that the cellular modem has a built-in secure router with NAT, port forwarding and IP pass-through capabilities.

Provide management IP address, serial port setting, and password(s) for the cellular modem to the department. The department will notify contractor of message changes.

Furnish antenna cable without splices mounted at the highest practical location on the PCMS.

### **C Construction**

Install a cellular modem in a lockable, weatherproof compartment in the PCMS trailer.

A minimum of 14 days before deployment, demonstrate to the department that the installed system is capable of communicating with Trans Suite software.

If remote communications are interrupted or temporarily unavailable, the department will direct the contractor to manually change the message.

### **D Measurement**

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

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                | UNIT |
|-------------|----------------------------|------|
| SPV.0045.01 | PCMS Remote Communications | Day  |

Payment is full compensation for providing remote communications capability, and for making message changes if remote communications are interrupted or temporarily unavailable.

## **32. Cleaning and Painting Bearings, Item SPV.0060.01.**

### **A Description**

This special provision describes cleaning and painting the existing steel bearings on structures 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. Use the same coating system for all repairs due to handling, shipping and erecting, and for all other uncoated areas. The color of epoxy shall be white and the urethane coating material shall match the color number shown on the plans 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. The blasting sand does not have to be collected.

Furnish adequate containment methods as required to contain and collect waste material resulting from the preparation of painted steel surfaces for painting. All clean-up 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 Bearings as each individual bearing, 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.0060.01 | Cleaning and Painting Bearings | Each |

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

## **33. Pavement Marking Grooved Preformed Thermoplastic Arrows Type 4, Item SPV.0060.02; Arrows Type 5, Item SPV.0060.03; Stop Line 18-Inch, Item SPV.0090.06.**

### **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 preformed thermoplastic pavement marking and sealant material, if required, from the department's approved products list.

## **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  $\pm$  10 mils deeper than the thermoplastic thickness, 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 a box around the special marking up to 4 inches from the perimeter of the special marking.

### **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 ft<sup>3</sup>/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**

Groove pavement 10 or more days after paving. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/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.

### **C.5.2 Asphalt**

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/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.

**Application of the preformed thermoplastic in the groove without sealant will be as follows:**

- 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 preformed thermoplastic in the groove with sealant materials will be as follows:**

- 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 non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.

The sealant must be wet.

## **D Measurement**

The department will measure Pavement Marking Grooved Preformed Thermoplastic Arrows (Type) by each individual unit, acceptably completed.

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

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                                                        | UNIT |
|-------------|--------------------------------------------------------------------|------|
| SPV.0060.02 | Pavement Marking Grooved Preformed Thermoplastic Arrows Type 4     | Each |
| SPV.0060.03 | Pavement Marking Grooved Preformed Thermoplastic Arrows Type 5     | Each |
| SPV.0090.06 | Pavement Marking Grooved Preformed Thermoplastic Stop Line 18-Inch | LF   |

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

**34. Reset Apron Endwall, Item SPV.0060.04.****A Description**

This special provision describes resetting apron endwalls for storm sewer structures as specified on the plans.

**B (Vacant)****C Construction**

Excavate existing end section, reset apron endwall, install joint ties, backfill, shape, compact and finish as necessary to reset pipe and endwalls to the elevation established by the engineer.

Dispose of all surplus and unsuitable material properly in accordance to standard spec 205.3.11.

Construction will be in accordance to the pertinent provisions of standard spec 609 and as shown on the plans.

**D Measurement**

The department will measure Reset Apron Endwall as each individual unit, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION         | UNIT |
|-------------|---------------------|------|
| SPV.0060.04 | Reset Apron Endwall | Each |

Payment is full compensation for furnishing all excavation; resetting the apron endwall; furnishing and installing joint ties; grading, shaping and compacting; furnishing and placing fill, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

### **35. Reseal Wingwall, Item SPV.0060.05.**

#### **A Description**

This special provision describes resealing the vertical joints between concrete wingwalls and the adjoining concrete box culvert.

#### **B Materials**

Furnish joint filler and joint sealer according to standard specs 502.2.7 and 502.2.9 and all materials necessary to complete the work.

#### **C Construction**

Clean any existing, deteriorated filler from the joint between the wingwall and box culvert. Place a new filler in the joint between the wingwall and box culvert. Extend the filler from the horizontal construction joint to the top of the wingwall, flush with the face of concrete. Provide filler conforming to the requirements of AASHTO Designation M153, Types I, II, or III or M213. Seal the filler material with a non-staining gray non-asphaltic joint sealer.

#### **D Measurement**

The department will measure Reseal Wingwall by each individual unit acceptably completed. Each unit will consist of all joints between the wingwall and box culvert for a single box culvert end, up to a maximum of two joints.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION     | UNIT |
|-------------|-----------------|------|
| SPV.0060.05 | Reseal Wingwall | Each |

Payment is full compensation for furnishing all materials including joint filler and sealer, and for furnishing all labor, tools, equipment, and incidentals necessary to complete this item of work. Payment for each item includes all joints between the wingwall and box culvert for a single box culvert end, up to a maximum of two joints.

### **36. Culvert Pipe Exploration, Item SPV.0060.06.**

#### **A Description**

This special provision describes locating culvert pipes and associated apron endwalls that could not be located during field inspection.

#### **B (Vacant)**

**C Construction**

Take means necessary to locate the end of culvert pipes without damaging the pipe or apron endwall. Once the end of the pipe has been located, expose a sufficient amount around the end of the pipe so the engineer can determine what work is necessary to return the culvert pipe and apron endwall to service. Notify the engineer once the end of the culvert pipe and apron endwall have been exposed.

**D Measurement**

The department will measure Culvert Pipe Exploration as each individual culvert end, acceptably located.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION              | UNIT |
|-------------|--------------------------|------|
| SPV.0060.06 | Culvert Pipe Exploration | Each |

Payment is full compensation for locating and exposing the end of the culvert pipe and the apron endwall and incidentals necessary to complete this item of work and any removal of material necessary to complete the work.

Additional work specified by the engineer in the field to fix the culvert pipe or apron endwall will be paid for with the appropriate bid items.

**37. Raised Pavement Markers, Item SPV.0060.07.****A Description**

This special provision describes furnishing and installing Raised Pavement Markers according to the plan and as hereinafter provided.

**B Materials**

Furnish Raised Pavement Markers in the colors and configuration as shown on the plans.

**C Construction****C.1 General**

Install new markers at the spacing shown on the plans or the engineer directs.

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

**C.2 Surface Preparation**

Prepare the surface and apply raised pavement markers as the casting and reflector manufacturers specify. If the engineer requests, provide manufacturer specifications.

Cut the pavement to match the bottom contour of the raised markers using a concrete saw fitted with the appropriate diameter blades as recommended by the raised marker manufacturer. Use diamond blades on all concrete pavements. Check the sawed configuration for proper fit using the raised markers after the cut has been made and cleaned. Dry fit the raised marker within the cut to check that it installs with ease and with all leveling tabs resting on the pavement. Enlarge the cut as necessary and re-test dry fit if any force is required to place or remove the raised markers, or if the leveling tabs do not rest on the pavement surface in the dry fit test.

Ensure that the saw cut area is dry and free of dust, dirt, slurry from wet saw cutting operations or any material which will adversely affect the bond of the adhesive, prior to pouring the epoxy. Ensure that all surfaces of the raised marker that will be in contact with the epoxy adhesive are free of scale, rust, dirt, oil, grease or other contaminant that may reduce the bond of the raised marker to the epoxy adhesive

### **C.3 Installation**

Attach the reflectors to the raised markers prior to placement in the pavement. Ensure that the location on the raised marker where the reflector is to be attached is clean and dry. Place the reflector on the raised marker with a manufacturer's recommended adhesive. Apply sufficient pressure to firmly seat the reflector in place at a minimum of 100 PSI. Ensure that adhesive material is not on the reflective surface of the prismatic reflector.

Pour the epoxy into the cut within 3/8 inch of the pavement surface or as otherwise recommended by the manufacturer of the raised pavement marker. Place the raised markers in the epoxy filled cut. Install the raised markers so that the leveling tabs rest on the pavement surface and the upstream and downstream marker tips are slightly below the pavement surface. Ensure that the epoxy is flush with the pavement surface after placement of the raised marker. Ensure that there is no build up of epoxy in front of or on the retro-reflective lens, and that the epoxy does not cover the adjacent pavement markings.

Offset the edge of the marker 6 inches from longitudinal joints or cracks to match the lane line offset on freeways. Install the markers with the retroreflective lens perpendicular to a line parallel with the adjacent lane line. Center markers in lane-line gaps at the spacing the plans show or as the engineer directs. Do not install on cracked, checked, or spalled surfaces. Longitudinally relocate markers that fall on deteriorated pavement or at a joint as the engineer directs. For 3 or more lanes, place markers transversely adjacent to each other.

Do not install markers in intersections or on bridge decks. When interrupted by an intersection or bridge deck, maintain the same spacing after the intersection or across the bridge deck.

#### **C.4 Finishing and Curing**

Bond the markers to the pavement using a 2-part epoxy conforming to AASHTO M237, type IV. Use epoxy formulated to hard cure in 30-45 minutes at the field temperature. Mix the epoxy with an automatic mixer, to a uniform color before dispensing. Do not place epoxy when the pavement surface temperature or the ambient air temperature is less than 40 F.

Place a traffic cone over each installed marker until the epoxy is cured. If after 1 1/2 hours, a screwdriver or other pointed instrument can be pushed into the epoxy, do the following:

1. Remove the marker and the epoxy.
2. Clean and dry the sawed slot.
3. Fill the sawed slot with an engineer-approved patch.
4. Cut a new slot cut within 2 feet of the failed location and install a new marker.

#### **D Measurement**

The department will measure Raised Pavement Markers as each individual marker, 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 | Raised Pavement Markers | Each |

Payment is full compensation for providing and installing the markers, for preparing the surface; for repairing contractor damage to traffic control devices, and for furnishing all incidentals necessary to complete the contract work.

### **38. Bar Steel Reinforcement HS Stainless Bridges, Item SPV.0085.01.**

#### **A Description**

This work consists of furnishing and placing stainless steel reinforcing bars as shown in the plans and as hereinafter provided.

#### **B Materials**

##### **B.1 General**

Conform to standard spec 505.2 except as modified in this special provision.

##### **B.2 Grade and Type**

The material shall conform to ASTM A 955 and to one of the following Unified Numbering System (UNS) designations: S31653, S31803, S32205, or S32304.

Supply Grade 60 bars, all of the same UNS designation.

### **B.3 Evaluation of Corrosion Resistance**

Prior to fabrication, supply test results from an independent testing agency certifying that stainless steel reinforcement from the selected UNS designation meets the requirements of Annex A1 of ASTM A955. Corrosion performance for the selected UNS designation shall be redemonstrated if the processing method is significantly altered. Removal of mill scale or pickling processes used for stainless steel reinforcement supplied under this contract shall be the same as those used to prepare the samples tested per Annex A1 of ASTM A955.

### **B.4 Chemical Composition**

Material shall conform to that specified in ASTM A276, Table 1, Chemical Requirements, for the given UNS designation.

### **B.5 Heat Treatment**

Bars may be furnished in one of the heat treatment conditions listed in ASTM A955, and as needed to meet the requirements of this specification.

### **B.6 Finish**

Supply bars that are free of dirt, mill scale, oil and debris by pickling to a bright or uniform light finish. Bars supplied with a tarnished or mottled finish are sufficient cause for rejection. Fabricate and bend bars using equipment that has been thoroughly cleaned or otherwise modified to prohibit contamination of the stainless steel from fragments of carbon steel or other contaminants.

Bars displaying rust/oxidation, questionable blemishes, or lack of a bright or uniform pickled surface are subject to rejection.

### **B.7 Bending and Cutting**

Bend bars in accordance to standard spec 505.3.2 and ASTM A955. Use fabrication equipment and tools that will not contaminate the stainless steel with black iron particles. To prevent such contamination, equipment and tools used for fabrication, including bending and cutting, shall be solely used for working with stainless steel. Do not use carbon steel tools, chains, slings, etc. when fabricating or handling stainless steel reinforcing bars.

### **B.8 Control of Material**

All reinforcement bars or bar bundles delivered to the project site shall be clearly identified with tags bearing the identification symbols used in the Plans. The tags shall also include the UNS designation, heat treat condition, heat number, grade (corresponding to minimum yield strength level), and sufficient identification to track each bar bundle to the appropriate Mill Test Report.

Provide samples for department testing and acceptance in accordance to the CMM requirements for Concrete Masonry Reinforcement – Bar Steel (Uncoated).

Provide Mill Test Reports (MTR) for the project that:

1. Are from the supplying mill verifying that the stainless reinforcement provided has been sampled and tested and the test results meet ASTM A 955, ASTM A 276, Table 1 and the Contract requirements;
2. Include a copy of the chemical analysis of the steel provided, with the UNS designation, the heat lot identification, and the source of the metal if obtained as ingots from another mill;
3. Include a copy of tensile strength, yield strength and elongation tests per ASTM A955 on each of the sizes of stainless steel reinforcement provided;
4. Permit positive determination that the reinforcement provided is that which the test results cover;
5. Include a statement certifying that the materials meet standard spec 106 regarding material being melted and manufactured in the United States; and
6. Certify that the bars have been pickled to a bright or uniform light finish.

## **C Construction**

### **C.1 General**

Conform to the construction methods in standard spec 505.3 except as modified in this special provision:

Ship, handle, store, and place the stainless steel reinforcing bars according to the applicable provisions with the following additions and exceptions:

1. Prior to shipping, ensure that all chains and steel bands will not come into direct contact with the stainless steel reinforcing bars. Place wood or other soft materials (i.e., thick cardboard) under the tie-downs. Alternatively, use nylon or polypropylene straps to secure the stainless steel reinforcing bars.
2. When bundles of reinforcing steel and stainless steel reinforcing bars must be shipped one on top of the other, load the stainless steel reinforcing bars on top. Use wooden spacers to separate the two materials. Space supports sufficiently close to prevent sags in the bundles.
3. Outside storage of stainless steel reinforcing bars is acceptable. Cover the stainless steel reinforcing bars with tarpaulins.
4. Store stainless steel reinforcing bars off the ground or shop floor on wooden supports and separately from carbon steel reinforcement. Space supports sufficiently close to prevent sags in the bundles.

5. Do not use carbon steel tools, chains, slings, etc. when fabricating or handling stainless steel reinforcing bars. Only use nylon or polypropylene slings. Protect from contamination during construction operations including any cutting, grinding, or welding above or in the vicinity of the stainless steel bars. Flame cutting or welding of stainless steel reinforcing bars is prohibited.
6. Place all stainless steel reinforcing bars on bar chairs that are solid plastic or stainless steel. Fabricate stainless steel metal chairs and continuous metal stainless steel supports from stainless steel conforming to the same requirements and UNS designations as stainless steel reinforcing bar as listed in Section B, "Materials". Use stainless steel chairs with plastic-coated feet above steel beams.
7. Use stainless steel tie wires to tie stainless steel reinforcing bars. Tie wires shall conform to the same requirements and UNS designations as stainless steel reinforcing bars as listed in Section B, "Materials", dead soft annealed, annealed at size. The tie wire does not need to be of the same UNS designation as the bar reinforcement.

Do not tie stainless steel reinforcing bars to, or allow contact with uncoated reinforcing bars, galvanized forming hardware or attachments, or galvanized conduits. Direct contact with these materials is not acceptable. When stainless steel reinforcing bars or dowels must be near uncoated steel reinforcing bars, galvanized forming hardware, or other galvanized metals, maintain a minimum 1-inch clearance between the two metals. Where insufficient space exists to maintain this minimum, sleeve the bars with a continuous 1/8-inch minimum thickness polyethylene or nylon tube extending at least 1 inch in each direction past the point of closest contact between the two dissimilar bars and bind them with nylon or polypropylene cable ties. Sleeves are not required between stainless steel reinforcing bars and welded girder shear studs. Stainless steel reinforcing bars are allowed to be in direct contact with undamaged epoxy-coated reinforcing bars.

Uncoated fasteners (such as used for static safety lines on beams), anchors, lifting loops, etc., that extend from the top flange of prestressed concrete beams into the bridge deck shall be completely removed or cut off flush with the top flange of the beam prior to casting the deck.

## **C.2 Splices**

Splices shall be as shown in the plans. Substitution of stainless steel mechanical splices in lieu of lap splices shown on the plans may be permitted in certain situations subject to written approval by the engineer. Provide mechanical splices for stainless steel reinforcing bars made of stainless steel conforming to one of the UNS designations listed in section B, "Materials" and meeting the minimum capacity, certification, proof testing and written approval requirements of standard spec 550.3.3.4.

If it is necessary or the contractor elects to increase or alter the number or type of bar splices from those indicated in the plans, provide copies of plan sheets to the engineer showing the revised reinforcement layout, type, length and location of revised bar splices and revised bar lengths. The engineer must approve the location of new lap splices or

substitution of mechanical bar couplers in lieu of bar lap splices prior to fabrication. New lap splices must be at least as long as those shown in the plans.

#### **D Measurement**

The department will measure Bar Steel Reinforcement HS Stainless Bridges by the pound acceptably completed. The department will compute the stainless steel bar weight using the standard weight per foot of equivalent size carbon steel reinforcing bars (ASTM A615) regardless of which stainless steel alloy is provided.

If the contractor is permitted to alter the reinforcement layout per C.2, no adjustment to the reinforcement bar quantity will be made for such alterations. Mechanical bar couplers that are provided but not shown in the plans are included in the item Bar Steel Reinforcement HS Stainless Bridges and will not be measured separately.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                                  | UNIT |
|-------------|----------------------------------------------|------|
| SPV.0085.01 | Bar Steel Reinforcement HS Stainless Bridges | LB   |

Payment is full compensation for providing, transporting and placing the stainless steel reinforcing bars with all component materials as described above.

If the contractor is permitted to alter the reinforcement layout per C.2, no additional compensation will be made for such alterations. Mechanical bar couplers that are provided, but not shown in the plans are included in the item Bar Steel Reinforcement HS Stainless Bridges and will not be paid for separately.

### **39. Reditch, Item SPV.0090.01.**

#### **A Description**

This special provision describes the work required to re-shape the ditch so that water will flow from one end to the other and will leave no standing water.

#### **B Materials**

Provide topsoil, fertilizer, seeding and erosion mat appropriate for the application in accordance to the Standard Specifications and the Construction and Materials Manual and with the approval of the engineer.

#### **C Construction**

Complete the work by reshaping the ditch so that there is a constant slope from one end to the other in the direction that is determined by the surrounding topography and storm sewer structures. Ditch side slopes shall be a maximum of 6:1. Leave no flat areas or areas that will allow ponding of water.

#### **D Measurement**

The department will measure Reditch by the linear foot, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-------------|------|
| SPV.0090.01 | Reditch     | LF   |

Payment is full compensation for furnishing all labor, tools, equipment, topsoil, fertilizer, seed, erosion mat and incidentals necessary to complete this item of work and any removal of material necessary to complete the work.

**40. Reset Culvert Pipe, Item SPV.0090.02.****A Description**

This special provision describes excavating and removing existing culvert pipe, and cleaning, and reinstalling as the plans show or the engineer directs.

**B Materials**

Use existing materials.

**C Construction**

If existing pipe culverts are designated for resetting remove them from the existing location, clean, handle, and reinstall them without damaging the pipe culvert. Replace any material damaged by the contractor at no expense to the department.

Construct pipe culverts as specified in standard spec 520

**D Measurement**

The department will measure Reset Culvert Pipe by the linear foot, acceptably completed as specified in standard spec 520.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION        | UNIT |
|-------------|--------------------|------|
| SPV.0090.02 | Reset Culvert Pipe | LF   |

Payment is full compensation for excavating and removing pipe, cleaning and resetting; for furnishing all excavating, including foundation or bed, and any associated dewatering; for placing pipe, including furnishing any necessary new bands; for providing and placing granular backfill or graded aggregate for granular foundation or cushion; for backfilling; for maintaining temporary drainage; for replacing damaged installations.

#### **41. Concrete Curb and Gutter 30-Inch Type A HES, Item SPV.0090.03.**

##### **A Description**

Perform work in accordance to the applicable provisions of standard spec 601 and as detailed in the plans.

##### **B Materials**

Furnish air-entrained concrete conforming to standard spec 501. Use high early strength concrete.

Follow QMP for class II ancillary concrete conforming to standard specs 601 and 716.

##### **C (Vacant)**

##### **D Measurement**

The department will measure Concrete Curb and Gutter 30-Inch Type A HES by the linear foot, acceptably completed.

##### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                                 | UNIT |
|-------------|---------------------------------------------|------|
| SPV.0090.03 | Concrete Curb and Gutter 30-Inch Type A HES | LF   |

Payment is full compensation for furnishing all foundation excavation and preparation; all special construction required at driveway and alley entrances, or curb ramps; for providing all materials, including concrete, expansion joints; for placing, finishing, protecting, and curing; for sawing joints; and for disposing of surplus excavation material, and restoring the work site. However, if the contract provides a bid item for excavation, then the department will pay for excavation required for this work as specified in the contract. Payment also includes providing tie bars in unhardened concrete. For tie bars provided in concrete not placed under the contract, the department will pay separately under the Drilled Tie Bars bid item as specified in standard spec 416.5.

#### **42. Sawing Concrete Curb Head, Item SPV.0090.04.**

##### **A Description**

This special provision describes sawing concrete curb head as shown on the plans and as hereinafter provided.

##### **B (Vacant)**

##### **C Construction**

Saw concrete curb head in accordance to the applicable portions of standard spec 690.

Remove and dispose of concrete curb head in accordance to the applicable portions of standard spec 204.

**D Measurement**

The department will measure Sawing Concrete Curb Head by the linear foot, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION               | UNIT |
|-------------|---------------------------|------|
| SPV.0090.04 | Sawing Concrete Curb Head | LF   |

Payment is full compensation for furnishing all sawing, sludge removal; and disposal of the concrete curb head and restoring the work site.

**43. Adjusting Beam Guard, Item SPV.0090.05.**

**A Description**

This special provision describes adjusting beam guard as shown on the plans and as hereinafter provided.

**B (Vacant)**

**C Construction**

Adjust beam guard in accordance to the applicable portions of standard spec 614.

**D Measurement**

The department will measure Adjusting Beam Guard by the linear foot, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION          | UNIT |
|-------------|----------------------|------|
| SPV.0090.05 | Adjusting Beam Guard | LF   |

Payment is full compensation for adjusting existing guardrail.

---

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

---

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

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

### ***I. BASIC CONCEPTS***

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

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 8 (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 6 (number) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

## ***I. RATIONALE AND SPECIAL NOTE***

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

## ***II. IMPLEMENTATION***

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

#### **IV. TRANS TRAINING**

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

#### **V. APPRENTICESHIP TRAINING**

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

### ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### 1. Description

##### General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
  - i. Produce accurate and complete quotes.
  - ii. Understand highway plans applicable to their work.
  - iii. Understand specifications and contract requirements applicable to their work.
  - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

<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. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
  - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
    - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
    - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
      - a. Primes must ask DBE firms for a response in their solicitations. *See Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
      - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
    - (3) Second solicitation should take place within 5 days
      - a. An email solicitation is highly recommended for this second solicitation
    - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
    - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
    - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
      - a. Email to all prospective DBE firms in relevant work areas
      - b. Phone call log to DBE firms who express interest via written response or call.
      - c. Fax/letter confirmation
      - d. Copy of the DBE quotes
      - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
  - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its

- capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.
- ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
  - iii. **Special Circumstance:** Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
    - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
    - (2) Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
    - i. Provide the following information along with department form DT1202:
      - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
      - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
      - (3) Photocopies or electronic copies of all written solicitations to DBE's.
      - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
      - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
  - f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office  
6150 Fond du Lac Ave.  
Milwaukee, WI 53218  
Phone: 414-438-4583 / 608-266-6961  
Fax: 414-438-5392  
E-mail: [DOTDBESupportServices@dot.wi.gov](mailto: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. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,  
Phone: (000) 123-4567  
Email: [Joe@joetheplumber.com](mailto:Joe@joetheplumber.com)  
Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

*This sample is provided as a guide not a requirement*

### REQUEST FOR QUOTATION

Prime's Name: \_\_\_\_\_

Letting Date: \_\_\_\_\_

Project ID: \_\_\_\_\_

**Please check all that apply**

- ☐ Yes, we will be quoting on the projects and items listed below
- ☐ No, we are not interested in quoting on the letting or its items referenced below
- ☐ Please take our name off your monthly DBE contact list
- ☐ We have questions about quoting this letting. Please have some one contact me at this number

**Prime Contractor's Contact Person**

|              |
|--------------|
|              |
| Phone: _____ |
| Fax: _____   |
| Email: _____ |
| _____        |

**DBE Contractor Contact Person**

|              |
|--------------|
|              |
| Phone: _____ |
| Fax: _____   |
| Email: _____ |
| _____        |

**Please circle the jobs and items you will be quoting below**

|              |   |   |   |   |   |   |   |
|--------------|---|---|---|---|---|---|---|
| Proposal No. | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| County       |   |   |   |   |   |   |   |

**WORK DESCRIPTION:**

|                                 |   |   |   |   |   |   |   |
|---------------------------------|---|---|---|---|---|---|---|
| Clear and Grub                  | X |   | X | X |   | X | X |
| Dump Truck Hauling              | X |   | X | X |   | X | X |
| Curb & Gutter/Sidewalk, Etc.    | X |   | X | X |   | X | X |
| Erosion Control Items           | X |   | X | X |   | X | X |
| Signs and Posts/Markers         | X |   | X | X |   | X | X |
| Traffic Control                 |   | X | X | X |   | X | X |
| Electrical Work/Traffic Signals |   | X | X | X |   | X |   |
| Pavement Marking                |   | X | X | X | X | X | X |
| Sawing Pavement                 |   | X | X | X | X | X | X |
| QMP, Base                       | X | X |   | X | X | X | X |
| Pipe Underdrain                 | X |   |   | X |   |   |   |
| Beam Guard                      |   |   |   | X | X | X | X |
| Concrete Staining               |   |   |   |   |   |   | X |
| Trees/Shrubs                    | X |   |   |   |   |   | X |

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

## **APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT**

*This list is not a set of requirements; it is a list of potential strategies*

### **Primes**

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Participate in speed networking and mosaic exercises as arranged by DBE office
- Host information sessions not directly associated with a bid letting;
- Participate in a formal mentor protégé or joint venture with a DBE firm
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

### **DBE**

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs
- Participate on advisory and mega-project committees
- Sign up to receive the DBE Contracting Update
- Consider membership in relevant industry or contractor organizations
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

## APPENDIX C

### Types of Efforts considered in determining GFE

*This list represents concepts being assessed; analysis requires additional steps*

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

**APPENDIX D**  
**Good Faith Effort Evaluation Guidance**  
***Excerpt from Appendix A of 49 CFR Part 26***

**APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS**

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- D.
  - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

## Appendix E

### Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
  - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
  - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
  - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
  - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
  - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
  - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
  - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
  - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
  - b. Easily locate pre-qualified and certified small and disadvantaged businesses
  - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
  - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
  - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
  - c. Add attachments to a sub-quote
  - d. Add unsolicited work items to sub-quotes that you are responding to
5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses
6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
  - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588

## **ADDITIONAL SPECIAL PROVISION 4**

### **Payment to First-Tier Subcontractors**

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

### **Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

### **Release of Routine Retainage**

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

**ADDITIONAL SPECIAL PROVISION 6****ASP 6 - Modifications to the standard specifications**

*Make the following revisions to the 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.
  - 2. 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 15-day 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 <sup>[1]</sup>                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Commercial general liability insurance endorsed to include blanket contractual liability coverage. <sup>[2]</sup>                                        | \$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:<br>\$100,000 each accident<br>Bodily injury by disease:<br>\$500,000 each accident<br>\$100,000 each employee |
| 4. Commercial automobile liability insurance covering all contractor-owned, non-owned, and hired vehicles used in carrying out the contract. <sup>[2]</sup> | \$1 million-combined single limits per occurrence.                                                                                       |

<sup>[1]</sup> The contractor may satisfy these requirements with primary insurance coverage or with excess/umbrella policies.

<sup>[2]</sup> 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.
- 

**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.

---

**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.*

- (1) Use materials conforming to the requirements for the class of material named and specified below.
 

|                                                                          |            |
|--------------------------------------------------------------------------|------------|
| Composite pipe, couplings, fittings and joint materials .....            | ASTM D2680 |
| Annular rubber and plastic gaskets for flexible, watertight joints ..... | ASTM C990  |
| External rubber gaskets, mastic, and protective film.....                | ASTM C877  |
| Mortar .....                                                             | 519.2.3    |

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



**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>



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

| <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> |
|---------------|----------|---------------|----------|---------------|----------|
| Adams         | 1.7      | Iowa          | 1.7      | Polk          | 2.2      |
| Ashland       | 1.2      | Iron          | 1.2      | Portage       | 0.6      |
| Barron        | 0.6      | Jackson       | 0.6      | Price         | 0.6      |
| Bayfield      | 1.2      | Jefferson     | 7.0      | Racine        | 8.4      |
| Brown         | 1.3      | Juneau        | 0.6      | Richland      | 1.7      |
| Buffalo       | 0.6      | Kenosha       | 3.0      | Rock          | 3.1      |
| Burnett       | 2.2      | Kewaunee      | 1.0      | Rusk          | 0.6      |
| Calumet       | 0.9      | La Crosse     | 0.9      | St. Croix     | 2.9      |
| Chippewa      | 0.5      | Lafayette     | 0.5      | Sauk          | 1.7      |
| Clark         | 0.6      | Langlade      | 0.6      | Sawyer        | 0.6      |
| Columbia      | 1.7      | Lincoln       | 0.6      | Shawano       | 1.0      |
| Crawford      | 0.5      | Manitowoc     | 1.0      | Sheboygan     | 7.0      |
| Dane          | 2.2      | Marathon      | 0.6      | Taylor        | 0.6      |
| Dodge         | 7.0      | Marinette     | 1.0      | Trempealeau   | 0.6      |
| Door          | 1.0      | Marquette     | 1.7      | Vernon        | 0.6      |
| Douglas       | 1.0      | Menominee     | 1.0      | Vilas         | 0.6      |
| Dunn          | 0.6      | Milwaukee     | 8.0      | Walworth      | 7.0      |
| Eau Claire    | 0.5      | Monroe        | 0.6      | Washburn      | 0.6      |
| Florence      | 1.0      | Oconto        | 1.0      | Washington    | 8.0      |
| Fond du Lac   | 1.0      | Oneida        | 0.6      | Waukesha      | 8.0      |
| Forest        | 1.0      | Outagamie     | 0.9      | Waupaca       | 1.0      |
| Grant         | 0.5      | Ozaukee       | 8.0      | Waushara      | 1.0      |
| Green         | 1.7      | Pepin         | 0.6      | Winnebago     | 0.9      |
| Green Lake    | 1.0      | Pierce        | 2.2      | Wood          | 0.6      |

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

**APRIL 2013**

**ADDITIONAL FEDERAL-AID PROVISIONS**

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**APRIL 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 2-28.4 to ensure compliance with this "Buy America" provision.

<http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.4>

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>

**Effective with September 2004 Letting**

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS**

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

**I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES**

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

## **II. PAYROLL REQUIREMENTS**

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

## **III. POSTINGS AT THE SITE OF THE WORK**

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

## **IV. WAGE RATE REDISTRIBUTION**

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

## **V. ADDITIONAL CLASSIFICATIONS**

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION  
FOR ALL STATE HIGHWAY PROJECTS  
WALWORTH 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.

| <u>TRADE OR OCCUPATION</u>                                   | <u>HOURLY<br/>BASIC RATE<br/>OF PAY</u> | <u>HOURLY<br/>FRINGE<br/>BENEFITS</u> | <u>TOTAL</u> |
|--------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
|                                                              | \$                                      | \$                                    | \$           |
| Bricklayer, Blocklayer or Stonemason                         | 35.58                                   | 19.20                                 | 54.78        |
| Carpenter                                                    | 30.16                                   | 15.31                                 | 45.47        |
| Cement Finisher                                              | 30.52                                   | 15.84                                 | 46.36        |
| Electrician                                                  | 31.54                                   | 21.53                                 | 53.07        |
| Fence Erector                                                | 28.00                                   | 4.50                                  | 32.50        |
| Ironworker                                                   | 35.00                                   | 29.24                                 | 64.24        |
| Line Constructor (Electrical)                                | 31.29                                   | 15.34                                 | 46.63        |
| Painter                                                      | 29.22                                   | 16.69                                 | 45.91        |
| Pavement Marking Operator                                    | 29.22                                   | 16.82                                 | 46.04        |
| Piledriver                                                   | 30.66                                   | 15.31                                 | 45.97        |
| Roofer or Waterproofer                                       | 29.40                                   | 10.58                                 | 39.98        |
| Teledata Technician or Installer                             | 24.65                                   | 15.67                                 | 40.32        |
| Tuckpointer, Caulker or Cleaner                              | 35.10                                   | 17.13                                 | 52.23        |
| Underwater Diver (Except on Great Lakes)                     | 37.45                                   | 19.45                                 | 56.90        |
| Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY | 29.64                                   | 17.22                                 | 46.86        |
| Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY  | 33.35                                   | 15.83                                 | 49.18        |
| 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        |

**TRUCK DRIVERS**

|                         |       |       |       |
|-------------------------|-------|-------|-------|
| Single Axle or Two Axle | 33.22 | 18.90 | 52.12 |
| Three or More Axle      | 23.31 | 17.13 | 40.44 |

| <b>TRADE OR OCCUPATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$                                      | \$                                    | \$           |
| Future Increase(s): Add \$1.85/hr on 6/1/2013.<br>Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.                                                                                                                                                                                                                                                                                                               |                                         |                                       |              |
| Articulated, Euclid, Dumptr, Off Road Material Hauler                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 27.77                                   | 19.90                                 | 47.67        |
| Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.<br>Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.<br>See DOT's website for details about the applicability of this night work premium at:<br><a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> . |                                         |                                       |              |
| Pavement Marking Vehicle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 23.84                                   | 14.94                                 | 38.78        |
| Shadow or Pilot Vehicle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 33.22                                   | 18.90                                 | 52.12        |
| Truck Mechanic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 22.50                                   | 16.19                                 | 38.69        |

**LABORERS**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |       |       |       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------|
| General Laborer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 28.07 | 13.90 | 41.97 |
| Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014.<br>Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer.<br>DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period). |       |       |       |
| Asbestos Abatement Worker                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 18.00 | 0.00  | 18.00 |
| Landscaper                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 28.07 | 13.90 | 41.97 |
| Future Increase(s): Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14.<br>Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).                                                                                                                                                                                                                                                                                                                                                                                                                                      |       |       |       |
| Flagperson or Traffic Control Person                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 21.88 | 18.40 | 40.28 |
| Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014.<br>Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |       |       |       |
| Fiber Optic Laborer (Outside, Other Than Concrete Encased)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 17.81 | 12.22 | 30.03 |
| Railroad Track Laborer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 17.00 | 4.84  | 21.84 |

**HEAVY EQUIPMENT OPERATORS**

|                                                                                                                                                                                                                                                                                                        |       |       |       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------|
| Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., | 35.22 | 19.90 | 55.12 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------|

| <b>TRADE OR OCCUPATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>HOURLY<br/>BASIC RATE<br/>OF PAY</b> | <b>HOURLY<br/>FRINGE<br/>BENEFITS</b> | <b>TOTAL</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>\$</b>                               | <b>\$</b>                             | <b>\$</b>    |
| Crane With Boom Dollies; Traveling Crane (Bridge Type).<br>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.<br>Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.<br>See DOT's website for details about the applicability of this night work premium at:<br><a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                         |                                       |              |
| Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.<br>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.<br>Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.<br>See DOT's website for details about the applicability of this night work premium at:<br><a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 34.72                                   | 19.90                                 | 54.62        |
| Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames.<br>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.<br>Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.<br>See DOT's website for details about the applicability of this night work premium at:<br><a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> . | 34.22                                   | 19.90                                 | 54.12        |
| 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 33.96                                   | 19.90                                 | 53.86        |

| <u>TRADE OR OCCUPATION</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <u>HOURLY<br/>BASIC RATE<br/>OF PAY</u> | <u>HOURLY<br/>FRINGE<br/>BENEFITS</u> | <u>TOTAL</u> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------|--------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$                                      | \$                                    | \$           |
| Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.<br>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.<br>Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.<br>See DOT's website for details about the applicability of this night work premium at:<br><a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .                                                                                                           |                                         |                                       |              |
| Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.<br>Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.<br>Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.<br>See DOT's website for details about the applicability of this night work premium at:<br><a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> . | 33.67                                   | 19.90                                 | 53.57        |
| Fiber Optic Cable Equipment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 25.74                                   | 13.56                                 | 39.30        |

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

DATE: September 27, 2013

| LABORERS CLASSIFICATION:                                                                                                                                                                                                                                                                                                                                       | Basic Hourly Rates | Fringe Benefits | Truck Drivers:                                                          | Basic Hourly Rates | Fringe 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); Concrete Handler ..... | \$29.04 .....      | 14.53           | 1 & 2 Axles .....                                                       | 23.82 .....        | 18.32           |
| Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....                                                                                                                                                                                                                                  | 29.14 .....        | 14.53           | Three or More Axles; Euclids, Dumptr & Articulated, Truck Mechanic..... | 23.97 .....        | 18.32           |
| Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....                                                                                                                                                                                                                                                 | 29.19 .....        | 14.53           |                                                                         |                    |                 |
| Group 4: Line and Grade Specialist .....                                                                                                                                                                                                                                                                                                                       | 29.39 .....        | 14.53           |                                                                         |                    |                 |
| Group 5: Blaster and Powderman .....                                                                                                                                                                                                                                                                                                                           | 29.24 .....        | 14.53           |                                                                         |                    |                 |
| Group 6: Flagperson; Traffic Control .....                                                                                                                                                                                                                                                                                                                     | 25.67 .....        | 14.53           |                                                                         |                    |                 |

CLASSES OF LABORER AND MECHANICS

|                                          |             |       |
|------------------------------------------|-------------|-------|
| Bricklayer .....                         | 35.11 ..... | 16.83 |
| Carpenter .....                          | 30.48 ..... | 15.80 |
| Millwright .....                         | 32.11 ..... | 15.80 |
| Piledriverman .....                      | 30.98 ..... | 15.80 |
| Ironworker (North East Two Thirds) ..... | 30.52 ..... | 23.47 |
| Ironworker (South West One Third) .....  | 34.34 ..... | 25.72 |
| Cement Mason/Concrete Finisher .....     | 31.52 ..... | 16.30 |
| Electrician .....                        | See Page 3  |       |
| Line Construction                        |             |       |
| Lineman.....                             | 38.25 ..... | 18.00 |
| Heavy Equipment Operator .....           | 34.43 ..... | 16.71 |
| Equipment Operator.....                  | 30.60 ..... | 15.41 |
| Heavy Groundman Driver.....              | 26.78 ..... | 14.11 |
| Light Groundman Driver .....             | 24.86 ..... | 13.45 |
| Groundsman.....                          | 21.04 ..... | 12.16 |
| Millwrights.....                         | 27.71 ..... | 12.76 |
| Painter, Brush.....                      | 30.24 ..... | 17.04 |
| Painter, Structural Steel .....          | 30.39 ..... | 17.04 |
| Painter, Spray .....                     | 31.24 ..... | 17.04 |
| Well Drilling:                           |             |       |
| Well Driller .....                       | 16.52 ..... | 3.70  |

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0, dated January 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.

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

DATE: September 27, 2013

| LABORERS CLASSIFICATION:                                                                                                                                                                                                                                                                                                                                       | Basic Hourly Rates | Fringe Benefits | Truck Drivers:                                                              | Basic Hourly Rates | Fringe 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); Concrete Handler ..... | \$26.06            | 18.15           | 1 & 2 Axles .....                                                           | 23.82              | 18.32           |
| Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer.....                                                                                                                                                                              | 26.21              | 18.15           | Three or More Axles; Euclids, Dumptrucks & Articulated, Truck Mechanic..... | 23.97              | 18.32           |
| Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....                                                                                                                                                                                                                                                 | 26.41              | 18.15           |                                                                             |                    |                 |
| Group 4: Line and Grade Specialist .....                                                                                                                                                                                                                                                                                                                       | 26.56              | 18.15           |                                                                             |                    |                 |
| Group 5: Blaster and Powderman .....                                                                                                                                                                                                                                                                                                                           | 26.71              | 18.15           |                                                                             |                    |                 |
| Group 6: Flagperson traffic control person .....                                                                                                                                                                                                                                                                                                               | 22.55              | 18.15           |                                                                             |                    |                 |

CLASSES OF LABORER AND MECHANICS

|                                      |            |       |
|--------------------------------------|------------|-------|
| Bricklayer .....                     | 35.58      | 16.07 |
| Carpenter .....                      | 30.52      | 14.41 |
| Pile Driver .....                    | 27.25      | 19.46 |
| Ironworker .....                     | 30.52      | 23.47 |
| Cement Mason/Concrete Finisher ..... | 30.69      | 17.53 |
| Electrician .....                    | See Page 3 |       |
| Line Construction                    |            |       |
| Lineman.....                         | 38.25      | 18.00 |
| Heavy Equipment Operator .....       | 34.43      | 16.71 |
| Equipment Operator.....              | 30.60      | 15.41 |
| Heavy Groundman Driver.....          | 26.78      | 14.11 |
| Light Groundman Driver .....         | 24.86      | 13.45 |
| Groundsman.....                      | 21.04      | 12.16 |
| Millwrights.....                     | 26.32      | 13.98 |
| Painter, Brush.....                  | 29.52      | 18.79 |
| Painter, Spray and Sandblaster ..... | 30.27      | 18.79 |
| Painter, Bridge.....                 | 29.87      | 18.79 |
| Well Drilling:                       |            |       |
| Well Driller .....                   | 16.52      | 3.70  |

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0, dated January 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.

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

DATE: September 27, 2013

| <u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <u>Basic Hourly Rates</u> | <u>Fringe Benefits</u> | <u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <u>Basic Hourly Rates</u> | <u>Fringe Benefits</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------|
| Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$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); tugger; boatmen; winches and A-frames; post driver; material hoist operator. ....                                                                              | \$35.72                   | \$20.10                |
| Group 2: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or less or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer. ....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$36.22                   | \$20.10                | Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner. .... | \$35.46                   | \$20.10                |
| Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor |                           |                        | Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper. ....                                                                                                        | \$35.17                   | \$20.10                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                           |                        | Group 6: Off - road material hauler with or without ejector .....                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$29.27                   | \$20.10                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                           |                        | Premium Pay:<br>EPA Level "A" protection - \$3.00 per hour<br>EPA Level "B" protection - \$2.00 per hour<br>EPA Level "C" protection - \$1.00 per hours                                                                                                                                                                                                                                                                                                                                                            |                           |                        |

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: September 27, 2013

| LABORERS CLASSIFICATION:                   |                                                                                                                                                                                                                                                                                                                        | Rates   | Benefits       |           |                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Electricians                               |                                                                                                                                                                                                                                                                                                                        |         |                | Area 4 -  | BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.                                                                                                |
| Area 1                                     | .....                                                                                                                                                                                                                                                                                                                  | \$28.40 | 16.676         |           |                                                                                                                                                                                                                                                                                                                                                                  |
| Area 2:                                    |                                                                                                                                                                                                                                                                                                                        |         |                |           |                                                                                                                                                                                                                                                                                                                                                                  |
| Electricians.....                          |                                                                                                                                                                                                                                                                                                                        | 29.13   | 17.92          | Area 5 -  | ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES |
| Area 3:                                    |                                                                                                                                                                                                                                                                                                                        |         |                |           |                                                                                                                                                                                                                                                                                                                                                                  |
| Electrical contracts under \$130,000 ..... |                                                                                                                                                                                                                                                                                                                        | 26.24   | 16.85          |           |                                                                                                                                                                                                                                                                                                                                                                  |
| Electrical contracts over \$130,000 .....  |                                                                                                                                                                                                                                                                                                                        | 29.41   | 16.97          |           |                                                                                                                                                                                                                                                                                                                                                                  |
| Area 4:                                    | .....                                                                                                                                                                                                                                                                                                                  | 28.10   | 17.24          | Area 6 -  | KENOSHA COUNTY                                                                                                                                                                                                                                                                                                                                                   |
| Area 5                                     | .....                                                                                                                                                                                                                                                                                                                  | 28.61   | 16.60          |           |                                                                                                                                                                                                                                                                                                                                                                  |
| Area 6                                     | .....                                                                                                                                                                                                                                                                                                                  | 35.25   | 19.30          | Area 8 -  | DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES                                                                                                                                                                                                                                              |
| Area 8                                     |                                                                                                                                                                                                                                                                                                                        |         |                |           |                                                                                                                                                                                                                                                                                                                                                                  |
| Electricians.....                          |                                                                                                                                                                                                                                                                                                                        | 30.60   | 24.95% + 10.33 | Area 9 -  | COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES                                                                                                          |
| Area 9:                                    |                                                                                                                                                                                                                                                                                                                        |         |                |           |                                                                                                                                                                                                                                                                                                                                                                  |
| Electricians.....                          |                                                                                                                                                                                                                                                                                                                        | 32.94   | 18.71          | Area 10 - | CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES                                                                                                                                                                                                               |
| Area 10                                    | .....                                                                                                                                                                                                                                                                                                                  | 28.97   | 19.55          | Area 11 - | DOUGLAS COUNTY                                                                                                                                                                                                                                                                                                                                                   |
| Area 11                                    | .....                                                                                                                                                                                                                                                                                                                  | 31.91   | 23.60          | Area 12 - | RACINE (except Burlington township) COUNTY                                                                                                                                                                                                                                                                                                                       |
| Area 12                                    | .....                                                                                                                                                                                                                                                                                                                  | 32.87   | 19.23          | Area 13 - | MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES                                                                                                                                                                                                                                                                                                             |
| Area 13                                    | .....                                                                                                                                                                                                                                                                                                                  | 32.82   | 22.51          | Area 14 - | Statewide.                                                                                                                                                                                                                                                                                                                                                       |
| Teledata System Installer                  |                                                                                                                                                                                                                                                                                                                        |         |                | Area 15 - | DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.                                                                                                                                                                                    |
| Area 14                                    |                                                                                                                                                                                                                                                                                                                        |         |                |           |                                                                                                                                                                                                                                                                                                                                                                  |
| Installer/Technician .....                 |                                                                                                                                                                                                                                                                                                                        | 21.89   | 11.83          |           |                                                                                                                                                                                                                                                                                                                                                                  |
| Sound & Communications                     |                                                                                                                                                                                                                                                                                                                        |         |                |           |                                                                                                                                                                                                                                                                                                                                                                  |
| Area 15                                    |                                                                                                                                                                                                                                                                                                                        |         |                |           |                                                                                                                                                                                                                                                                                                                                                                  |
| Installer .....                            |                                                                                                                                                                                                                                                                                                                        | 16.47   | 14.84          |           |                                                                                                                                                                                                                                                                                                                                                                  |
| Technician .....                           |                                                                                                                                                                                                                                                                                                                        | 24.75   | 16.04          |           |                                                                                                                                                                                                                                                                                                                                                                  |
| Area 1 -                                   | CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.                                                   |         |                |           |                                                                                                                                                                                                                                                                                                                                                                  |
| Area 2 -                                   | ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES |         |                |           |                                                                                                                                                                                                                                                                                                                                                                  |
| Area 3 -                                   | FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)                                                                                                                                                                                                               |         |                |           |                                                                                                                                                                                                                                                                                                                                                                  |

**FEBRUARY 1999**

**NOTICE TO BIDDERS  
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

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



## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|---------------------|----------------------------------|------------|-----|------------|-----|
|            |                     |                                  | DOLLARS    | CTS | DOLLARS    | CTS |

## SECTION 0001 ROADWAY ITEMS

|      |                                                              |                   |      |   |   |   |
|------|--------------------------------------------------------------|-------------------|------|---|---|---|
| 0010 | 202.0110 ROADSIDE<br>CLEARING                                | 250.000<br>SY     | .    | . | . | . |
| 0020 | 203.0200 REMOVING OLD<br>STRUCTURE (STATION) 01.<br>75+31.29 | LUMP              | LUMP | . | . | . |
| 0030 | 203.0225.S DEBRIS<br>CONTAINMENT (STRUCTURE)<br>01. B-67-334 | LUMP              | LUMP | . | . | . |
| 0040 | 204.0100 REMOVING<br>PAVEMENT                                | 3,940.000<br>SY   | .    | . | . | . |
| 0050 | 204.0105 REMOVING<br>PAVEMENT BUTT JOINTS                    | 5,147.000<br>SY   | .    | . | . | . |
| 0060 | 204.0109.S REMOVING<br>CONCRETE SURFACE PARTIAL<br>DEPTH     | 113,590.000<br>SF | .    | . | . | . |
| 0070 | 204.0115 REMOVING<br>ASPHALTIC SURFACE BUTT<br>JOINTS        | 2,128.000<br>SY   | .    | . | . | . |
| 0080 | 204.0120 REMOVING<br>ASPHALTIC SURFACE<br>MILLING            | 473,770.000<br>SY | .    | . | . | . |
| 0090 | 204.0150 REMOVING CURB &<br>GUTTER                           | 1,115.000<br>LF   | .    | . | . | . |
| 0100 | 204.0165 REMOVING<br>GUARDRAIL                               | 1,185.000<br>LF   | .    | . | . | . |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                                          | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|------------------------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                              |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0110       | 204.0180 REMOVING<br>DELINEATORS AND MARKERS                                 | 565.000<br>EACH                  | .          |     | .          |     |
| 0120       | 204.0190 REMOVING<br>SURFACE DRAINS                                          | 5.000<br>EACH                    | .          |     | .          |     |
| 0130       | 205.0100 EXCAVATION<br>COMMON                                                | 56,132.000<br>CY                 | .          |     | .          |     |
| 0140       | 205.3000.S TEMPORARY<br>EMERGENCY PULLOUTS                                   | 4.000<br>EACH                    | .          |     | .          |     |
| 0150       | 206.1000 EXCAVATION FOR<br>STRUCTURES BRIDGES<br>(STRUCTURE) 01.<br>B-67-334 | LUMP                             | LUMP       |     | .          |     |
| 0160       | 208.0100 BORROW                                                              | 12,146.000<br>CY                 | .          |     | .          |     |
| 0170       | 210.0100 BACKFILL<br>STRUCTURE                                               | 267.000<br>CY                    | .          |     | .          |     |
| 0180       | 213.0100 FINISHING<br>ROADWAY (PROJECT) 01.<br>1090-15-72                    | 1.000<br>EACH                    | .          |     | .          |     |
| 0190       | 305.0110 BASE AGGREGATE<br>DENSE 3/4-INCH                                    | 16,405.000<br>TON                | .          |     | .          |     |
| 0200       | 305.0120 BASE AGGREGATE<br>DENSE 1 1/4-INCH                                  | 29,504.000<br>TON                | .          |     | .          |     |
| 0210       | 305.0500 SHAPING<br>SHOULDERS                                                | 1,814.000<br>STA                 | .          |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                         | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|---------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                             |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0220       | 313.0115 PIT RUN                            | 26,470.000<br>CY                 | .          |     | .          |     |
| 0230       | 320.0145 CONCRETE BASE<br>8-INCH            | 3,940.000<br>SY                  | .          |     | .          |     |
| 0240       | 335.0100 RUBBLIZING                         | 280,910.000<br>SY                | .          |     | .          |     |
| 0250       | 390.0403 BASE PATCHING<br>CONCRETE SHES     | 1,760.000<br>SY                  | .          |     | .          |     |
| 0260       | 415.0410 CONCRETE<br>PAVEMENT APPROACH SLAB | 140.000<br>SY                    | .          |     | .          |     |
| 0270       | 416.0610 DRILLED TIE<br>BARS                | 208.000<br>EACH                  | .          |     | .          |     |
| 0280       | 416.0620 DRILLED DOWEL<br>BARS              | 1,002.000<br>EACH                | .          |     | .          |     |
| 0290       | 416.1015 CONCRETE<br>SURFACE DRAINS HES     | 14.000<br>CY                     | .          |     | .          |     |
| 0300       | 440.4410.S INCENTIVE IRI<br>RIDE            | 79,615.000<br>DOL                | 1.00000    |     | 79615.00   |     |
| 0310       | 455.0115 ASPHALTIC<br>MATERIAL PG64-22      | 8,370.000<br>TON                 | .          |     | .          |     |
| 0320       | 455.0150 ASPHALTIC<br>MATERIAL PG70-28P     | 3,012.000<br>TON                 | .          |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                      | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|----------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                          |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0330       | 455.0605 TACK COAT                                       | 22,330.000<br>GAL                | .          |     | .          |     |
| 0340       | 460.1130 HMA PAVEMENT<br>TYPE E-30                       | 189,610.000<br>TON               | .          |     | .          |     |
| 0350       | 460.2000 INCENTIVE<br>DENSITY HMA PAVEMENT               | 115,280.000<br>DOL               | 1.000000   |     | 115280.00  |     |
| 0360       | 465.0125 ASPHALTIC<br>SURFACE TEMPORARY                  | 440.000<br>TON                   | .          |     | .          |     |
| 0370       | 465.0400 ASPHALTIC<br>SHOULDER RUMBLE STRIP              | 186,500.000<br>LF                | .          |     | .          |     |
| 0380       | 502.0100 CONCRETE<br>MASONRY BRIDGES                     | 878.000<br>CY                    | .          |     | .          |     |
| 0390       | 502.3200 PROTECTIVE<br>SURFACE TREATMENT                 | 1,408.000<br>SY                  | .          |     | .          |     |
| 0400       | 503.0137 PRESTRESSED<br>GIRDER TYPE I 36W-INCH           | 1,155.000<br>LF                  | .          |     | .          |     |
| 0410       | 505.0405 BAR STEEL<br>REINFORCEMENT HS BRIDGES           | 16,480.000<br>LB                 | .          |     | .          |     |
| 0420       | 505.0605 BAR STEEL<br>REINFORCEMENT HS COATED<br>BRIDGES | 143,150.000<br>LB                | .          |     | .          |     |
| 0430       | 506.2605 BEARING PADS<br>ELASTOMERIC<br>NON-LAMINATED    | 36.000<br>EACH                   | .          |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                                 | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|---------------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                     |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0440       | 506.2610 BEARING PADS<br>ELASTOMERIC LAMINATED                      | 71.000<br>EACH                   | .          |     | .          |     |
| 0450       | 506.4000 STEEL<br>DIAPHRAGMS (STRUCTURE)<br>01. B-67-334            | 15.000<br>EACH                   | .          |     | .          |     |
| 0460       | 506.6000 BEARING<br>ASSEMBLIES EXPANSION<br>(STRUCTURE) 01. B-64-86 | 6.000<br>EACH                    | .          |     | .          |     |
| 0470       | 506.6000 BEARING<br>ASSEMBLIES EXPANSION<br>(STRUCTURE) 02. B-64-87 | 6.000<br>EACH                    | .          |     | .          |     |
| 0480       | 506.7050.S REMOVING<br>BEARINGS (STRUCTURE) 01.<br>B-64-86          | 6.000<br>EACH                    | .          |     | .          |     |
| 0490       | 506.7050.S REMOVING<br>BEARINGS (STRUCTURE) 02.<br>B-64-87          | 6.000<br>EACH                    | .          |     | .          |     |
| 0500       | 506.7050.S REMOVING<br>BEARINGS (STRUCTURE) 03.<br>B-64-88          | 8.000<br>EACH                    | .          |     | .          |     |
| 0510       | 506.7050.S REMOVING<br>BEARINGS (STRUCTURE) 04.<br>B-64-89          | 8.000<br>EACH                    | .          |     | .          |     |
| 0520       | 506.7050.S REMOVING<br>BEARINGS (STRUCTURE) 05.<br>B-64-94          | 16.000<br>EACH                   | .          |     | .          |     |
| 0530       | 506.7050.S REMOVING<br>BEARINGS (STRUCTURE) 06.<br>B-64-97          | 7.000<br>EACH                    | .          |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                                            |     | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|--------------------------------------------------------------------------------|-----|----------------------------------|------------|-----|------------|-----|
|            |                                                                                |     |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0540       | 506.7050.S REMOVING<br>BEARINGS (STRUCTURE)<br>B-64-99                         | 07. | 6.000<br>EACH                    | .          |     | .          |     |
| 0550       | 506.7050.S REMOVING<br>BEARINGS (STRUCTURE)<br>B-64-100                        | 08. | 5.000<br>EACH                    | .          |     | .          |     |
| 0560       | 506.7050.S REMOVING<br>BEARINGS (STRUCTURE)<br>B-64-102                        | 09. | 5.000<br>EACH                    | .          |     | .          |     |
| 0570       | 506.7050.S REMOVING<br>BEARINGS (STRUCTURE)<br>B-64-103                        | 10. | 8.000<br>EACH                    | .          |     | .          |     |
| 0580       | 506.7050.S REMOVING<br>BEARINGS (STRUCTURE)<br>B-64-104                        | 11. | 8.000<br>EACH                    | .          |     | .          |     |
| 0590       | 509.1500 CONCRETE<br>SURFACE REPAIR                                            |     | 1,415.000<br>SF                  | .          |     | .          |     |
| 0600       | 512.0500 PILING STEEL<br>SHEET PERMANENT<br>DELIVERED                          |     | 820.000<br>SF                    | .          |     | .          |     |
| 0610       | 512.0600 PILING STEEL<br>SHEET PERMANENT DRIVEN                                |     | 820.000<br>SF                    | .          |     | .          |     |
| 0620       | 516.0500 RUBBERIZED<br>MEMBRANE WATERPROOFING                                  |     | 36.000<br>SY                     | .          |     | .          |     |
| 0630       | 517.1800.S STRUCTURE<br>REPAINTING RECYCLED<br>ABRASIVE (STRUCTURE)<br>B-64-86 | 01. | LUMP                             | LUMP       |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                                                                            | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|----------------------------------------------------------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                                                                |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0640       | 517.1800.S STRUCTURE<br>REPAINTING RECYCLED<br>ABRASIVE (STRUCTURE) 02.<br>B-64-87                             | LUMP                             | LUMP       |     |            | .   |
| 0650       | 517.1800.S STRUCTURE<br>REPAINTING RECYCLED<br>ABRASIVE (STRUCTURE) 03.<br>B-64-88                             | LUMP                             | LUMP       |     |            | .   |
| 0660       | 517.1800.S STRUCTURE<br>REPAINTING RECYCLED<br>ABRASIVE (STRUCTURE) 04.<br>B-64-89                             | LUMP                             | LUMP       |     |            | .   |
| 0670       | 517.1800.S STRUCTURE<br>REPAINTING RECYCLED<br>ABRASIVE (STRUCTURE) 05.<br>B-64-94                             | LUMP                             | LUMP       |     |            | .   |
| 0680       | 517.1800.S STRUCTURE<br>REPAINTING RECYCLED<br>ABRASIVE (STRUCTURE) 06.<br>B-64-103                            | LUMP                             | LUMP       |     |            | .   |
| 0690       | 517.1800.S STRUCTURE<br>REPAINTING RECYCLED<br>ABRASIVE (STRUCTURE) 07.<br>B-64-104                            | LUMP                             | LUMP       |     |            | .   |
| 0700       | 517.4500.S NEGATIVE<br>PRESSURE CONTAINMENT AND<br>COLLECTION OF WASTE<br>MATERIALS (STRUCTURE) 01.<br>B-64-86 | LUMP                             | LUMP       |     |            | .   |
| 0710       | 517.4500.S NEGATIVE<br>PRESSURE CONTAINMENT AND<br>COLLECTION OF WASTE<br>MATERIALS (STRUCTURE) 02.<br>B-64-87 | LUMP                             | LUMP       |     |            | .   |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                                                                             | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|-----------------------------------------------------------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                                                                 |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0720       | 517.4500.S NEGATIVE<br>PRESSURE CONTAINMENT AND<br>COLLECTION OF WASTE<br>MATERIALS (STRUCTURE) 03.<br>B-64-88  | LUMP                             | LUMP       |     |            | .   |
| 0730       | 517.4500.S NEGATIVE<br>PRESSURE CONTAINMENT AND<br>COLLECTION OF WASTE<br>MATERIALS (STRUCTURE) 04.<br>B-64-89  | LUMP                             | LUMP       |     |            | .   |
| 0740       | 517.4500.S NEGATIVE<br>PRESSURE CONTAINMENT AND<br>COLLECTION OF WASTE<br>MATERIALS (STRUCTURE) 05.<br>B-64-94  | LUMP                             | LUMP       |     |            | .   |
| 0750       | 517.4500.S NEGATIVE<br>PRESSURE CONTAINMENT AND<br>COLLECTION OF WASTE<br>MATERIALS (STRUCTURE) 06.<br>B-64-103 | LUMP                             | LUMP       |     |            | .   |
| 0760       | 517.4500.S NEGATIVE<br>PRESSURE CONTAINMENT AND<br>COLLECTION OF WASTE<br>MATERIALS (STRUCTURE) 07.<br>B-64-104 | LUMP                             | LUMP       |     |            | .   |
| 0770       | 517.6001.S PORTABLE<br>DECONTAMINATION FACILITY                                                                 | 7.000<br>EACH                    | .          |     | .          | .   |
| 0780       | 520.1024 APRON ENDWALLS<br>FOR CULVERT PIPE 24-INCH                                                             | 3.000<br>EACH                    | .          |     | .          | .   |
| 0790       | 520.1030 APRON ENDWALLS<br>FOR CULVERT PIPE 30-INCH                                                             | 1.000<br>EACH                    | .          |     | .          | .   |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                               | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|-------------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                   |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0800       | 520.1036 APRON ENDWALLS<br>FOR CULVERT PIPE 36-INCH               | 1.000<br>EACH                    | .          |     | .          |     |
| 0810       | 520.4018 CULVERT PIPE<br>TEMPORARY 18-INCH                        | 700.000<br>LF                    | .          |     | .          |     |
| 0820       | 520.7000 CLEANING<br>CULVERT PIPES                                | 16.000<br>EACH                   | .          |     | .          |     |
| 0830       | 522.0124 CULVERT PIPE<br>REINFORCED CONCRETE<br>CLASS III 24-INCH | 24.000<br>LF                     | .          |     | .          |     |
| 0840       | 550.1100 PILING STEEL HP<br>10-INCH X 42 LB                       | 3,710.000<br>LF                  | .          |     | .          |     |
| 0850       | 603.8000 CONCRETE<br>BARRIER TEMPORARY<br>PRECAST DELIVERED       | 21,630.000<br>LF                 | .          |     | .          |     |
| 0860       | 603.8125 CONCRETE<br>BARRIER TEMPORARY<br>PRECAST INSTALLED       | 21,630.000<br>LF                 | .          |     | .          |     |
| 0870       | 604.0500 SLOPE PAVING<br>CRUSHED AGGREGATE                        | 1,261.000<br>SY                  | .          |     | .          |     |
| 0880       | 604.9015.S RESEAL<br>CRUSHED AGGREGATE SLOPE<br>PAVING            | 4,140.000<br>SY                  | .          |     | .          |     |
| 0890       | 606.0300 RIPRAP HEAVY                                             | 219.000<br>CY                    | .          |     | .          |     |
| 0900       | 611.8120.S COVER PLATES<br>TEMPORARY                              | 1.000<br>EACH                    | .          |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                                        | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|----------------------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                            |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 0910       | 612.0106 PIPE UNDERDRAIN<br>6-INCH                                         | 2,000.000<br>LF                  | .          |     | .          |     |
| 0920       | 612.0206 PIPE UNDERDRAIN<br>UNPERFORATED 6-INCH                            | 597.000<br>LF                    | .          |     | .          |     |
| 0930       | 612.0406 PIPE UNDERDRAIN<br>WRAPPED 6-INCH                                 | 455.000<br>LF                    | .          |     | .          |     |
| 0940       | 612.0806 APRON ENDWALLS<br>FOR UNDERDRAIN<br>REINFORCED CONCRETE<br>6-INCH | 5.000<br>EACH                    | .          |     | .          |     |
| 0950       | 614.0010 BARRIER SYSTEM<br>GRADING SHAPING<br>FINISHING                    | 11.000<br>EACH                   | .          |     | .          |     |
| 0960       | 614.0150 ANCHOR<br>ASSEMBLIES FOR STEEL<br>PLATE BEAM GUARD                | 4.000<br>EACH                    | .          |     | .          |     |
| 0970       | 614.0220 STEEL THRIF<br>BEAM BULLNOSE TERMINAL                             | 6.000<br>EACH                    | .          |     | .          |     |
| 0980       | 614.0230 STEEL THRIF<br>BEAM                                               | 495.000<br>LF                    | .          |     | .          |     |
| 0990       | 614.0396 GUARDRAIL MOW<br>STRIP ASPHALT                                    | 3,858.000<br>SY                  | .          |     | .          |     |
| 1000       | 614.0905 CRASH CUSHIONS<br>TEMPORARY                                       | 26.000<br>EACH                   | .          |     | .          |     |
| 1010       | 614.1000 MGS GUARDRAIL<br>TEMPORARY                                        | 313.000<br>LF                    | .          |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                                             | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|---------------------------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                                 |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1020       | 614.1100 MGS GUARDRAIL<br>TEMPORARY THRIE BEAM<br>TRANSITION                    | 40.000<br>LF                     | .          |     | .          |     |
| 1030       | 614.1200 MGS GUARDRAIL<br>TEMPORARY TRANSITION EAT                              | 1.000<br>EACH                    | .          |     | .          |     |
| 1040       | 614.2300 MGS GUARDRAIL 3                                                        | 925.000<br>LF                    | .          |     | .          |     |
| 1050       | 614.2500 MGS THRIE BEAM<br>TRANSITION                                           | 160.000<br>LF                    | .          |     | .          |     |
| 1060       | 614.2610 MGS GUARDRAIL<br>TERMINAL EAT                                          | 5.000<br>EACH                    | .          |     | .          |     |
| 1070       | 614.2620 MGS GUARDRAIL<br>TERMINAL TYPE 2                                       | 1.000<br>EACH                    | .          |     | .          |     |
| 1080       | 618.0100 MAINTENANCE AND<br>REPAIR OF HAUL ROADS<br>(PROJECT) 01.<br>1090-15-72 | 1.000<br>EACH                    | .          |     | .          |     |
| 1090       | 619.1000 MOBILIZATION                                                           | 1.000<br>EACH                    | .          |     | .          |     |
| 1100       | 625.0100 TOPSOIL                                                                | 11,945.000<br>SY                 | .          |     | .          |     |
| 1110       | 625.0500 SALVAGED<br>TOPSOIL                                                    | 16,640.000<br>SY                 | .          |     | .          |     |
| 1120       | 627.0200 MULCHING                                                               | 1,000.000<br>SY                  | .          |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                    | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|--------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                        |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1130       | 628.1504 SILT FENCE                                    | 4,095.000                        |            |     |            |     |
|            | LF                                                     |                                  | .          |     | .          |     |
| 1140       | 628.1520 SILT FENCE<br>MAINTENANCE                     | 4,095.000                        |            |     |            |     |
|            | LF                                                     |                                  | .          |     | .          |     |
| 1150       | 628.1905 MOBILIZATIONS<br>EROSION CONTROL              | 10.000                           |            |     |            |     |
|            | EACH                                                   |                                  | .          |     | .          |     |
| 1160       | 628.1910 MOBILIZATIONS<br>EMERGENCY EROSION<br>CONTROL | 8.000                            |            |     |            |     |
|            | EACH                                                   |                                  | .          |     | .          |     |
| 1170       | 628.2004 EROSION MAT<br>CLASS I TYPE B                 | 26,456.000                       |            |     |            |     |
|            | SY                                                     |                                  | .          |     | .          |     |
| 1180       | 628.7005 INLET<br>PROTECTION TYPE A                    | 30.000                           |            |     |            |     |
|            | EACH                                                   |                                  | .          |     | .          |     |
| 1190       | 628.7020 INLET<br>PROTECTION TYPE D                    | 18.000                           |            |     |            |     |
|            | EACH                                                   |                                  | .          |     | .          |     |
| 1200       | 628.7504 TEMPORARY DITCH<br>CHECKS                     | 300.000                          |            |     |            |     |
|            | LF                                                     |                                  | .          |     | .          |     |
| 1210       | 628.7555 CULVERT PIPE<br>CHECKS                        | 46.000                           |            |     |            |     |
|            | EACH                                                   |                                  | .          |     | .          |     |
| 1220       | 628.7570 ROCK BAGS                                     | 25.000                           |            |     |            |     |
|            | EACH                                                   |                                  | .          |     | .          |     |
| 1230       | 629.0210 FERTILIZER TYPE<br>B                          | 19.000                           |            |     |            |     |
|            | CWT                                                    |                                  | .          |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                          | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|--------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                              |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1240       | 630.0130 SEEDING MIXTURE<br>NO. 30                           | 469.000<br>LB                    | .          |     | .          |     |
| 1250       | 630.0200 SEEDING<br>TEMPORARY                                | 75.000<br>LB                     | .          |     | .          |     |
| 1260       | 633.0100 DELINEATOR<br>POSTS STEEL                           | 565.000<br>EACH                  | .          |     | .          |     |
| 1270       | 633.0500 DELINEATOR<br>REFLECTORS                            | 755.000<br>EACH                  | .          |     | .          |     |
| 1280       | 633.1100 DELINEATORS<br>TEMPORARY                            | 70.000<br>EACH                   | .          |     | .          |     |
| 1290       | 634.0614 POSTS WOOD<br>4X6-INCH X 14-FT                      | 37.000<br>EACH                   | .          |     | .          |     |
| 1300       | 634.0618 POSTS WOOD<br>4X6-INCH X 18-FT                      | 106.000<br>EACH                  | .          |     | .          |     |
| 1310       | 635.0200 SIGN SUPPORTS<br>STRUCTURAL STEEL HS                | 2,400.000<br>LB                  | .          |     | .          |     |
| 1320       | 635.0300 SIGN SUPPORTS<br>REPLACING BASE<br>CONNECTION BOLTS | 28.000<br>EACH                   | .          |     | .          |     |
| 1330       | 636.0100 SIGN SUPPORTS<br>CONCRETE MASONRY                   | 4.800<br>CY                      | .          |     | .          |     |
| 1340       | 636.0500 SIGN SUPPORTS<br>STEEL REINFORCEMENT                | 272.000<br>LB                    | .          |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                    | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|--------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                        |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1350       | 637.1220 SIGNS TYPE I<br>REFLECTIVE SH                 | 2,852.500<br>SF                  | .          |     | .          |     |
| 1360       | 637.2210 SIGNS TYPE II<br>REFLECTIVE H                 | 1,199.100<br>SF                  | .          |     | .          |     |
| 1370       | 637.2230 SIGNS TYPE II<br>REFLECTIVE F                 | 359.000<br>SF                    | .          |     | .          |     |
| 1380       | 638.2101 MOVING SIGNS<br>TYPE I                        | 1.000<br>EACH                    | .          |     | .          |     |
| 1390       | 638.2102 MOVING SIGNS<br>TYPE II                       | 5.000<br>EACH                    | .          |     | .          |     |
| 1400       | 638.2601 REMOVING SIGNS<br>TYPE I                      | 14.000<br>EACH                   | .          |     | .          |     |
| 1410       | 638.2602 REMOVING SIGNS<br>TYPE II                     | 148.000<br>EACH                  | .          |     | .          |     |
| 1420       | 638.3000 REMOVING SMALL<br>SIGN SUPPORTS               | 135.000<br>EACH                  | .          |     | .          |     |
| 1430       | 638.3100 REMOVING<br>STRUCTURAL STEEL SIGN<br>SUPPORTS | 8.000<br>EACH                    | .          |     | .          |     |
| 1440       | 642.5401 FIELD OFFICE<br>TYPE D                        | 1.000<br>EACH                    | .          |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                                                     | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|-----------------------------------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                                         |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1450       | 643.0200 TRAFFIC CONTROL<br>SURVEILLANCE AND<br>MAINTENANCE (PROJECT) 01.<br>1090-15-72 | 120.000<br>DAY                   | .          |     | .          |     |
| 1460       | 643.0300 TRAFFIC CONTROL<br>DRUMS                                                       | 96,882.000<br>DAY                | .          |     | .          |     |
| 1470       | 643.0420 TRAFFIC CONTROL<br>BARRICADES TYPE III                                         | 5,924.000<br>DAY                 | .          |     | .          |     |
| 1480       | 643.0705 TRAFFIC CONTROL<br>WARNING LIGHTS TYPE A                                       | 13,490.000<br>DAY                | .          |     | .          |     |
| 1490       | 643.0715 TRAFFIC CONTROL<br>WARNING LIGHTS TYPE C                                       | 20,478.000<br>DAY                | .          |     | .          |     |
| 1500       | 643.0800 TRAFFIC CONTROL<br>ARROW BOARDS                                                | 1,303.000<br>DAY                 | .          |     | .          |     |
| 1510       | 643.0900 TRAFFIC CONTROL<br>SIGNS                                                       | 24,310.000<br>DAY                | .          |     | .          |     |
| 1520       | 643.0910 TRAFFIC CONTROL<br>COVERING SIGNS TYPE I                                       | 13.000<br>EACH                   | .          |     | .          |     |
| 1530       | 643.0920 TRAFFIC CONTROL<br>COVERING SIGNS TYPE II                                      | 15.000<br>EACH                   | .          |     | .          |     |
| 1540       | 643.1000 TRAFFIC CONTROL<br>SIGNS FIXED MESSAGE                                         | 1,650.000<br>SF                  | .          |     | .          |     |
| 1550       | 643.1050 TRAFFIC CONTROL<br>SIGNS PCMS                                                  | 1,227.000<br>DAY                 | .          |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                                              | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|----------------------------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                                  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1560       | 643.2000 TRAFFIC CONTROL<br>DETOUR (PROJECT) 01.<br>1090-15-72                   | 1.000<br>EACH                    | .          |     | .          |     |
| 1570       | 643.3000 TRAFFIC CONTROL<br>DETOUR SIGNS                                         | 430.000<br>DAY                   | .          |     | .          |     |
| 1580       | 645.0111 GEOTEXTILE<br>FABRIC TYPE DF SCHEDULE<br>A                              | 1,370.000<br>SY                  | .          |     | .          |     |
| 1590       | 645.0120 GEOTEXTILE<br>FABRIC TYPE HR                                            | 582.000<br>SY                    | .          |     | .          |     |
| 1600       | 645.0135 GEOTEXTILE<br>FABRIC TYPE SR                                            | 23,830.000<br>SY                 | .          |     | .          |     |
| 1610       | 646.0106 PAVEMENT<br>MARKING EPOXY 4-INCH                                        | 218,350.000<br>LF                | .          |     | .          |     |
| 1620       | 646.0406 PAVEMENT<br>MARKING SAME DAY EPOXY<br>4-INCH                            | 9,650.000<br>LF                  | .          |     | .          |     |
| 1630       | 646.0600 REMOVING<br>PAVEMENT MARKINGS                                           | 195,955.000<br>LF                | .          |     | .          |     |
| 1640       | 646.0841.S PAVEMENT<br>MARKING GROOVED WET<br>REFLECTIVE CONTRAST TAPE<br>4-INCH | 27,030.000<br>LF                 | .          |     | .          |     |
| 1650       | 646.0843.S PAVEMENT<br>MARKING GROOVED WET<br>REFLECTIVE CONTRAST TAPE<br>8-INCH | 18,260.000<br>LF                 | .          |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                                              | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|----------------------------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                                  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1660       | 647.0746 PAVEMENT<br>MARKING DIAGONAL EPOXY<br>24-INCH                           | 3,250.000<br>LF                  | .          |     | .          |     |
| 1670       | 647.0803 PAVEMENT<br>MARKING AERIAL<br>ENFORCEMENT BARS EPOXY<br>24-INCH         | 120.000<br>LF                    | .          |     | .          |     |
| 1680       | 649.0200 TEMPORARY<br>PAVEMENT MARKING<br>REFLECTIVE PAINT 4-INCH                | 312,001.000<br>LF                | .          |     | .          |     |
| 1690       | 649.0300 TEMPORARY<br>PAVEMENT MARKING<br>REFLECTIVE TAPE 4-INCH                 | 200,095.000<br>LF                | .          |     | .          |     |
| 1700       | 649.0801 TEMPORARY<br>PAVEMENT MARKING<br>REMOVABLE TAPE 8-INCH                  | 3,520.000<br>LF                  | .          |     | .          |     |
| 1710       | 650.4500 CONSTRUCTION<br>STAKING SUBGRADE                                        | 1,477.000<br>LF                  | .          |     | .          |     |
| 1720       | 650.5000 CONSTRUCTION<br>STAKING BASE                                            | 1,477.000<br>LF                  | .          |     | .          |     |
| 1730       | 650.6500 CONSTRUCTION<br>STAKING STRUCTURE LAYOUT<br>(STRUCTURE) 01.<br>B-67-334 | LUMP                             | LUMP       |     | .          |     |
| 1740       | 650.8000 CONSTRUCTION<br>STAKING RESURFACING<br>REFERENCE                        | 85,200.000<br>LF                 | .          |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                                                  | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|--------------------------------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                                      |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1750       | 650.9910 CONSTRUCTION<br>STAKING SUPPLEMENTAL<br>CONTROL (PROJECT) 01.<br>1090-15-72 | LUMP                             | LUMP       |     | .          |     |
| 1760       | 650.9920 CONSTRUCTION<br>STAKING SLOPE STAKES                                        | 1,477.000<br>LF                  | .          |     | .          |     |
| 1770       | 690.0150 SAWING ASPHALT                                                              | 494.000<br>LF                    | .          |     | .          |     |
| 1780       | 690.0250 SAWING CONCRETE                                                             | 111,813.000<br>LF                | .          |     | .          |     |
| 1790       | 715.0415 INCENTIVE<br>STRENGTH CONCRETE<br>PAVEMENT                                  | 500.000<br>DOL                   | 1.00000    |     | 500.00     |     |
| 1800       | 715.0502 INCENTIVE<br>STRENGTH CONCRETE<br>STRUCTURES                                | 5,268.000<br>DOL                 | 1.00000    |     | 5268.00    |     |
| 1810       | ASP.1T0A ON-THE-JOB<br>TRAINING APPRENTICE AT<br>\$5.00/HR                           | 6,000.000<br>HRS                 | 5.00000    |     | 30000.00   |     |
| 1820       | ASP.1T0G ON-THE-JOB<br>TRAINING GRADUATE AT \$5.<br>00/HR                            | 6,000.000<br>HRS                 | 5.00000    |     | 30000.00   |     |
| 1830       | SPV.0045 SPECIAL 01.<br>PCMS REMOTE<br>COMMUNICATIONS                                | 428.000<br>DAY                   | .          |     | .          |     |
| 1840       | SPV.0060 SPECIAL 01.<br>CLEANING AND PAINTING<br>BEARINGS                            | 30.000<br>EACH                   | .          |     | .          |     |

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                                                          | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|----------------------------------------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                                              |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1850       | SPV.0060 SPECIAL 02.<br>PAVEMENT MARKING GROOVED<br>PREFORMED THERMOPLASTIC<br>ARROWS TYPE 4 | 13.000<br>EACH                   | .          |     | .          |     |
| 1860       | SPV.0060 SPECIAL 03.<br>PAVEMENT MARKING GROOVED<br>PREFORMED THERMOPLASTIC<br>ARROWS TYPE 5 | 4.000<br>EACH                    | .          |     | .          |     |
| 1870       | SPV.0060 SPECIAL 04.<br>RESET APRON ENDWALL                                                  | 37.000<br>EACH                   | .          |     | .          |     |
| 1880       | SPV.0060 SPECIAL 05.<br>RESEAL WINGWALL                                                      | 1.000<br>EACH                    | .          |     | .          |     |
| 1890       | SPV.0060 SPECIAL 06.<br>CULVERT PIPE EXPLORATION                                             | 5.000<br>EACH                    | .          |     | .          |     |
| 1900       | SPV.0060 SPECIAL 07.<br>RAISED PAVEMENT MARKERS                                              | 56.000<br>EACH                   | .          |     | .          |     |
| 1910       | SPV.0085 SPECIAL 01.<br>BAR STEEL REINFORCEMENT<br>HS STAINLESS BRIDGE                       | 1,598.000<br>LB                  | .          |     | .          |     |
| 1920       | SPV.0090 SPECIAL 01.<br>REDITCH                                                              | 525.000<br>LF                    | .          |     | .          |     |
| 1930       | SPV.0090 SPECIAL 02.<br>RESET CULVERT PIPE                                                   | 64.000<br>LF                     | .          |     | .          |     |
| 1940       | SPV.0090 SPECIAL 03.<br>CONCRETE CURB AND GUTTER<br>30-INCH TYPE A HES                       | 1,115.000<br>LF                  | .          |     | .          |     |

## Wisconsin Department of Transportation

PAGE: 20

DATE: 09/18/13

REVISED:

## SCHEDULE OF ITEMS

CONTRACT:  
20131210007PROJECT(S):  
1090-15-72FEDERAL ID(S):  
WISC 2013512

CONTRACTOR : \_\_\_\_\_

| LINE<br>NO | ITEM<br>DESCRIPTION                                                                              | APPROX.<br>QUANTITY<br>AND UNITS | UNIT PRICE |     | BID AMOUNT |     |
|------------|--------------------------------------------------------------------------------------------------|----------------------------------|------------|-----|------------|-----|
|            |                                                                                                  |                                  | DOLLARS    | CTS | DOLLARS    | CTS |
| 1950       | SPV.0090 SPECIAL 04.<br>SAWING CONCRETE CURB<br>HEAD                                             | 120.000<br>LF                    | .          |     | .          |     |
| 1960       | SPV.0090 SPECIAL 05.<br>ADJUSTING BEAM GUARD                                                     | 3,495.000<br>LF                  | .          |     | .          |     |
| 1970       | SPV.0090 SPECIAL 06.<br>PAVEMENT MARKING GROOVED<br>PREFORMED THERMOPLASTIC<br>STOP LINE 18-INCH | 135.000<br>LF                    | .          |     | .          |     |
|            | SECTION 0001 TOTAL                                                                               |                                  |            |     | .          |     |
|            | TOTAL BID                                                                                        |                                  |            |     | .          |     |

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**