

# HIGHWAY WORK PROPOSAL

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

Proposal Number:

3 Ø

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Washington	3360-09-72	WISC 2016 309	Menomonee Falls - Slinger (Maple Rd to STH 60)	STH 175

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, \$ 100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: November 08, 2016 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time November 3, 2017	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal <b>14 %</b>	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 Milling and overlay, grading, base aggregate dense, HMA pavement, concrete curb and gutter, storm sewer, retaining walls R-66-36, R-66-37, R-66-38, box culvert C-66-106, pavement marking, signing, lighting items, traffic control items.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

**PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## Effective with August 2015 Letting

### BID PREPARATION

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

##### **A General**

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

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

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

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

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

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

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, Room 601, 4802 Sheboygan Avenue, Madison, WI, during regular business hours.

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

## **B Submitting Electronic Bids**

### **B.1 On the Internet**

- (1) Do the following before submitting the bid:
  1. Have a properly executed annual bid bond on file with the department.
  2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:
  1. Download the latest schedule of items reflecting all addenda from the Bid Express<sup>TM</sup> web site.
  2. Use Expedite<sup>TM</sup> software to enter a unit price for every item in the schedule of items.
  3. Submit the bid according to the requirements of Expedite<sup>TM</sup> software and the Bid Express<sup>TM</sup> web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
  4. Submit the bid before the hour and date the Notice to Contractors designates.
  5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express<sup>TM</sup> web site reflecting the latest addenda posted on the department's web site at:  
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

Use Expedite<sup>TM</sup> software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express<sup>TM</sup> web site to assure that the schedule of items is prepared properly.

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

**Bidder**

**Name**

**BN00**

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

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

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

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

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

# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

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

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

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

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

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

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

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

## NOTARY FOR PRINCIPAL

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

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

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

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

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

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

**Notary Seal**

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

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

## NOTARY FOR SURETY

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

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

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

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

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

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

**Notary Seal**

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





# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



## March 2010

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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

## Special Provisions

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## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 3360-09-72, Menomonee Falls – Slinger, Maple Road to STH 60, STH 175, Washington County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2016 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 (20151210)

### **2. Scope of Work.**

The work under this contract shall consist of milling and overlay, grading, base aggregate dense, HMA pavement, concrete curb and gutter, storm sewer, retaining walls R-66-36, R-66-37, R-66-38, box culvert C-66-106, pavement marking, signing, lighting items, traffic control items, 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. Weekly Meetings with Project Personnel.**

The contractor shall schedule weekly meetings with project personnel to be held at the same time each week. The purpose of the meeting is to review the project schedule and discuss upcoming work. The prime contractor, subcontractors, project personnel, utility companies, and local officials should be invited to this meeting. Provide a three week schedule identifying the previous week's work and two week look ahead.

### **4. 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.

An Erosion Control Implementation Plan (ECIP) shall be submitted to the appropriate WisDOT office and the WDNR at least 14 days prior to the preconstruction meeting.

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

No work shall be performed between June 10, 2017 and June 19, 2017 (dates inclusive) due to the U.S. Open golf tournament at the Erin Hills Golf Course. All roadways within the project limits shall be open with two lanes of travel and at least a binder course layer of asphalt. Pavement marking, signs, and guardrail/end terminals shall be complete and maintained with existing or new installations during this period.

Stage 1: Construct STH 175 from Station 963+00 to the north project limits. Stage 1 work shall be completed by the contract completion date.

Stage 2: Construct the Lannon Road roundabout and STH 175 from the south project limits to Station 963+00. Stage 2 shall not begin prior to June 5, 2017 and all work shall be completed prior to 12:01 AM August 26, 2017. Lannon Road may be closed one time for a maximum of 15 calendar days during this stage.

Stage 2A: Construct widening and place asphaltic surface temporary of Lannon Road eastbound. Install storm sewer as shown on plans. Construct Lannon Road westbound and STH 175 to Station 963+00 through binder course and asphaltic surface temporary as shown on plans.

Stage 2B: Construct Lannon Road eastbound and STH 175 to south project limits through binder course.

Stage 2C: Complete construction of Lannon Road roundabout. During this stage Lannon Road may be closed for a maximum 15 calendar days. Do not open Lannon Road to through traffic until completing all concrete curb and gutter, HMA pavement, shouldering, permanent pavement markings, signing and lighting.

HMA pavement shall be scheduled to be completed prior to October 15 of the year construction is started.

If the contractor fails to complete all Stage 2 contract work within the limits of Lannon Road roundabout and STH 175 from the south project limits to Station 963+00 (including final landscaping, signing and pavement markings) and open to through traffic prior to 12:01 AM August 26, 2017, the department will assess the contractor \$1810 in interim liquidated damages for each calendar day that Stage 2 contract work remains incomplete after 12:01 AM, August 26, 2017. An entire calendar day will be charged for any period of time within a calendar day that Stage 2 contract work remains incomplete 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 the contractor fails to complete the work necessary to reopen Lannon Road during Stage 2C to traffic within 15 calendar days from the time closed, the department will assess the contractor \$1810 in interim liquidated damages for each calendar day the road remains closed beyond 15 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.

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.

### **Fish Spawning**

There shall be no instream disturbance of Willow Creek, Station 1005+00 creek, and Little Cedar Creek as a result of construction activity under or for this contract, from March 1 to June 1 both dates inclusive, in order to avoid adverse impacts upon the spawning of fish.

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.

Work at the Station 1005+00 pipe arch culvert shall be completed in three steps. First, the existing culvert shall continue to convey flow while the proposed pipe arch culvert is installed. Second, water shall be transferred to the newly placed culvert. Lastly, remove the existing culvert once flow has been diverted.

### **Northern Long-eared Bat (*Myotis septentrionalis*)**

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees and structures (bridges, culverts, buildings). Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the Federal Endangered Species Act.

In order to avoid adverse impacts upon the NLEBs, no vegetation clearing and grubbing within the identified clearing and grubbing limits will be allowed from June 1 to July 31, both dates inclusive.

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

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

### **Base Patching Asphaltic**

Areas that require base patching asphaltic shall be completed prior to the asphaltic surface milling operation. There may be additional base patches to be completed after the asphaltic surface milling is complete as identified by the engineer.

## **5. Traffic.**

### **A General**

Substantially accomplish the construction sequence, including associated traffic control plan, as detailed in the traffic control plans, and as hereinafter described.

Submit to the engineer for approval a detailed traffic control plan if different than the traffic control plan shown in the plan set. The plan is to be submitted 14 days prior to the preconstruction conference.

Contractor may close road from Station 1026+00 to Station 1040+00 to complete construction of retaining walls R-66-37 and R-66-38. Access must be kept open at all times for motorists traveling to the driveway located at Station 1031+72 LT. However, the entire STH 175 corridor shall still be open to traffic from June 10, 2017 to June 19, 2017 during the U.S. Open golf tournament as outlined in Article 4 "Prosecution and Progress".

### **Stage 1**

Place portable changeable message signs (PCMS) 14 days prior to closing STH 175 as shown on the plans. Close STH 175 to through traffic from Station 963+00 to Station 1507+14.48.

- Stage 1 STH 175 Detour – will be CTH Y to USH 41 to STH 60.
- Portable Changeable Message Sign
- Message for PCMS near Station 958+50: "Road Closed at Willow Creek, [Day] of [Month]"
- Message for PCMS near Station 1087+00: "Road Closed Ahead, [Day] of [Month]"
- Message for PCMS near Station 1092+00: "Road Closed Ahead, [Day] of [Month]"
- Message for PCMS near Station 1508+00: "Road Closed Ahead, [Day] of [Month]"

### **Stage 2**

Place portable changeable message signs (PCMS) 14 days prior to beginning construction on Stage 2 as shown in the plans. Close STH 175 to through traffic from Station 920+17.93 to Station 1507+14.48.

- Stage 2 STH 175 Detour – will be CTH Q to USH 41 to STH 60.
- Portable Changeable Message Sign
- Message for PCMS near Station 919+00: "Road Closed Ahead, [Day] of [Month]"

- Message for PCMS near Station 147+00: “Road Work Starting the [Day] of [Month]”
- Message for PCMS near Station 163+00: “Road Work Starting the [Day] of [Month]”

### **Stage 2A**

Close the westbound side of Lannon Road.

- Place two lanes of traffic on the eastbound side of Lannon Road
- Construct exterior curb and gutter on westbound lanes, and begin constructing splitter islands within work zone as shown on the plans.
- Begin installing proposed storm sewer, place base course, asphaltic binder course, temporary asphalt, and maintain temporary drainage.

### **Stage 2B**

Switch traffic to the temporary westbound Lannon Road lanes.

- Complete installation of storm sewer
- Construct exterior curb and gutter on eastbound lanes, and finish construction of splitter islands as shown on the plans.
- Place base course and asphaltic binder course.

### **Stage 2C**

Place portable changeable message signs (PCMS) 14 days prior to beginning construction on Stage 2C as shown on the plans. Close Lannon Road.

- Stage 2C Lannon Road Detour – will be CTH Q to USH 41.
- Complete construction of Lannon Road roundabout to include all curb and gutter, HMA pavement, shouldering, permanent pavement markings, signing and lighting prior to opening to traffic.

## **B Local Traffic Access to Project**

### **B.1 Requirements for Local Access Traffic Control**

Construct and maintain a local traffic access route on any section of closed roadway that will carry only local traffic conforming to the following criteria:

- Number of Lanes: One lane in each direction
- Lane Width: Minimum of 11 foot width with 2’ shoulders
- Driving Surface: Acceptable driving surfaces include asphaltic surface temporary, HMA pavement, or 6 inches of compacted and uniform base aggregate dense.
- Sections of the roadway may require one way traffic for short durations and additional signs placed for one lane roadway

Employ flaggers, signs, barricades, and drums as may be necessary to safeguard and direct traffic at all locations where construction operations may interfere with or restrict the smooth flow of traffic.

### **B.1.2 Wissota Sand and Gravel**

Wissota Sand and Gravel located at 2800 Scenic Road, Richfield, WI utilizes STH 175 between Scenic Road and Pioneer Road as their only available truck route. The contractor shall set up a meeting with Daryl Schmidt, Supervisor, Wissota Sand and Gravel, (262) 644-5112 prior to construction to discuss construction schedule and staging in order to accommodate Wissota's truck traffic during construction. Work in this section may require additional stages to accommodate Wissota Sand and Gravel truck traffic. Access north to WIS 60 or south to Pioneer Road has to be maintained at all times. Reconstruction of Scenic Road shall be staged in a manner to maintain access at all times.

### **B.1.3 Traffic Control Devices**

Place roadway and sidewalk signing and roadway temporary or permanent pavement marking, and channelizing devices, in conformance with the plans and the Wisconsin Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Traffic control devices shall be completely in place prior to the start of the working day after a traffic switch.

### **C Property Access**

Maintain access to properties along the project for local residents, businesses, and emergency vehicles. Access to all driveways and parking lots where alternative access is not available shall remain open at all times. Culvert pipe and driveway construction shall be staged to maintain driveway access. Keep business entrances open by partial driveway construction or by closing only one access at a time for properties with multiple driveways. Construct temporary commercial entrances including a crushed aggregate surface within 24 hours of removal. Combine temporary commercial entrances wherever practical to minimize the number of access locations.

Inform all adjacent property owners two working days prior to closing their access(es). Maintaining property access as described above is considered incidental to the Traffic Control (Project) bid item.

### **D Advance Notification**

Notify the Village of Richfield Volunteer Fire Department, Washington County Sheriff's Department, Richfield School District, Germantown School District, Richfield Post Office and the Village of Richfield Administrator 48 hours in advance of the start of work, closures of existing roads, and prior to traffic control changes. Notifications must be given by 4:00 PM on Thursday for any such work to be done on the following Monday. Advance notification as described above is considered incidental to the Traffic Control bid item.

### **E Construction Activities**

Coordinate and stage all construction activities within the areas of local traffic routes, as required to maintain a traveled way conforming to all above requirements.

Use drums and barricades to direct local vehicles in the work zone and to protect and delineate hazards such as open excavations, abrupt drop-offs, and exposed manholes, inlets, etc. The use of such devices shall be incidental to the operation which creates the hazard.

Drop-offs greater than 6 inches within 4 feet of an open traffic lane shall be graded or paved to maintain a 3:1 maximum slope.

No drop off greater than 2 inches shall exist between the paved shoulder and aggregate shoulder at the end of the day.

Construction operations for asphaltic surface milling and HMA pavement, lower layer, should be coordinated to limit traffic on the milled surface to 2 days or as directed by the engineer.

#### **F Construction Traffic**

At no time shall construction equipment designated as off road be allowed to travel on the lanes open to through traffic.

#### **G Wisconsin Lane Closure System Advance Notification**

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

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

Closure type with height, weight, or width restrictions (available width, all lanes in one direction $\leq 16'$ )	MINIMUM NOTIFICATION
Lane and shoulder closures	14 calendar days
Full roadway closures	14 calendar days
System and service ramp closures	14 calendar days
Full system and service ramp closures	14 calendar days
Detours	14 calendar days
Closure type without height, weight, or width restrictions (available width, all lanes in one direction $> 16'$ )	MINIMUM NOTIFICATION
Lane and shoulder closures	3 business days
System and service ramp closures	3 business days
Modifying all closure types	3 business days

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

108-057 (20150630)

## 6. **Holiday Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 175 and Lannon Road 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 26, 2017 to 6:00 AM Tuesday, May 30, 2017 for Memorial Day;
- From 6:00 PM Friday, June 9, 2017 to 6:00 AM Tuesday, June 20, 2017 for U.S. Open golf tournament;
- From noon Friday, June 30, 2017 to 6:00 AM Wednesday, July 5, 2017 for Independence Day;
- From noon Friday, September 1, 2017 to 6:00 AM Tuesday, September 5, 2017 for Labor Day;
- From noon Wednesday, November 22, 2017 to 6:00 AM Monday, November 27, 2017 for Thanksgiving.

107-005 (20050502)

## 7. **Utilities.**

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

There are underground and overhead facilities located within the project limits. There are known utility adjustments required for this construction project. The contractor shall coordinate his construction activities with a call to Digger's Hotline or a direct call to the utilities that have facilities in the area as required per statutes. The contractor shall use caution to ensure the integrity of underground and overhead facilities.

Bidders are advised to contact each utility company listed in the plans prior to preparing their bids to obtain current information on the status of any utility within the project work limits.

Known utilities on the project are as follows:

**ANR Pipeline CO** – has 2 high pressure natural gas pipelines crossing STH 175 in one location near Station 920+00. No conflicts are anticipated.

**ATC Management, Inc.** – has 138,000 volt and 345,000 volt transmission line facilities crossing STH 175 near Station 922+00. No conflicts are anticipated.



**AT&T Wisconsin** – has aerial cables located on WE Energies poles, pedestals, and buried cable from Lannon Road north to Station 1300+00.

<b>Location and Conflict</b>	<b>Resolution</b>
Station 953+75, 63' LT (pedestal)	Relocated to new pole base located at Station 953+75, 69' LT.
Station 958+10, 25' LT; Station 958+60, 20' RT (pedestals and buried cable)	To be removed and discontinued.
Station 965+25, RT (pedestal)	To be removed and replaced at Station 965+35, RT and new buried cable bored across STH 175 at 10' depth to clear storm sewer.
Station 987+00, LT (pedestal)	To be removed and relocated next to the proposed pole at Station 986+95, 48' LT.
Station 958+00, LT (pedestal)	To be removed to back of curb.
Station 958+50 (cable)	To be discontinued.
Station 18+00, LT and 19+00, LT (cable along Amy Belle Rd)	To be removed and replaced with new aerial crossing at Station 1068+62, 35' RT to Station 1069+05, 50' LT.
Station 1063+75, 24' LT (pedestal)	Pedestal will be adjusted to grade during construction and cable will be supported during storm sewer construction. Contact Alper Kolcu to schedule work.
Station 1071+10, LT (pedestal and buried cable) Station 1216+25 (buried cable)	Place new aerial cable on WE Energies poles. Retire in place buried cables running along the west right-of-way line from Station 1068+00, 30' LT to Station 1071+10, 20' LT, crossing at Station 1071+10 to the east. Cabinets to be relocated to back of slope intercepts.
Station 1067+50 (pedestal) and buried cable from Station 1071+00.	Pedestal to be removed and cable to be retired in place replaced with aerial drop to customer.
Station 1214+75, LT (pedestal)	To be adjusted to grade.
Station 1217+20, LT (pedestal) and buried cable.	Pedestal to be removed and cable to be retired in place. New cable to be placed 2' off of the west right-of-way line of Mayfield Rd from Station 47+00, LT to 56+00, LT. Bore from Station 49+50, LT (Mayfield Rd) going northwest to Station 1221+00, LT 2' off of the right-of-way line.
Station 1270+00, LT (pedestal)	To be removed and replaced with new pedestal at Station 1269+00, LT.
Station 1275+08, 18' LT (pedestal); Station 1275+44, 38' LT (pedestal);	Pedestals to be removed and cable retired in place. New buried crossing from new

<b>Location and Conflict</b>	<b>Resolution</b>
Station 1275+84, 33' LT (pedestal) and buried cable between all three pedestals.	pedestal at Station 118+50 (Pioneer Rd) then running easterly along southern right-of-way to new pedestal at Station 119+50, RT and crossing STH 175 at Station 1275+30.
Aerial cables on WE Energies (Electric) poles in conflict.	Aerial cables to be transferred to new WE (Electric) poles per WE Energies (Electric) conflicts and resolutions below.

AT&T Wisconsin's work will be prior to construction. AT&T Wisconsin requires 15 days during construction to adjust frame and covers and pedestal elevations. Contact Alper Kolcu at (262) 970-8494 (office), (262) 352-3791 (mobile) or [ak308x@att.com](mailto:ak308x@att.com) 5 days prior to required AT&T Wisconsin work.

**Charter Communications** – has aerial and buried cables from the Village of Richfield north to the project limits. The aerial facilities in conflict will be relocated in conjunction with the adjusting of WE Energies poles prior to construction.

<b>Location and Conflict</b>	<b>Resolution</b>
<u><i>Aerial Conflicts</i></u>	<u><i>Aerial Conflicts</i></u>
Facilities on WE Energies poles in conflict with grading (Station): 1212+24, 35' LT 1212+90, 119' LT 1213+54, 32' LT 1214+87, 35' LT 1216+80, 31' LT 1218+77, 31' LT 1270+53, 27' LT 1272+18, 24' LT 1273+93, 20' LT 1275+98, 23' LT 1277+22, 26' LT 1331+65, 34' RT 1333+65, 34' RT 1336+20, 35' RT 1392+24, 34' RT 1394+73, 33' RT 1397+25, 37' RT 1398+84, 32' RT 1400+46, 31' RT 1446+37, 32' RT 1447+51, 54' RT	Charter will transfer or vacate facilities from existing WE Energies poles to new WE Energies poles prior to construction.

<b>Location and Conflict</b>	<b>Resolution</b>
1447+65, 85' LT 1449+00, 45' LT 120+91, 25' LT, Pioneer Rd 122+20, 22' LT, Pioneer Rd 51+39, 27' LT, Western Ave 51+39, 33' LT, Western Ave	
<u>Underground Conflicts</u>	<u>Underground Conflicts</u>
Station 119+66, 20' RT, Pioneer Rd (pedestal)	Charter has facilities exiting this pedestal going north, south, and west that will be discontinued and relocated to WE Energies poles prior to construction. The amp in the pedestal will also be relocated to a WE Energies pole.
Station 1313+31 to 1318+60 LT	Charter has underground coax that will be discontinued and relocated varying from 26' to 32' LT at a minimum depth of 6 feet.
Station 1318+60, crossing (cable)	Charter will discontinue underground crossing and place new crossing at Station 1318+65 with an elevation of 984.00'.
Station 20+29, 28' RT, Hillside Road	Charter will replace underground facility at a minimum depth of 7 feet, 3 feet inside of right-of-way, from outside the project limits to a new riser pole at approximate Station 20+50, RT, placed by WE Energies prior to construction.
Station 1279+22 and Station 1280+76 LT	Charter has buried fiber optic cable that has been hydrovaced and determined not a conflict with the box culvert; however, Charter is requesting to be on site during excavation over their facilities. Contact field contact Tom Harycki 14 to 16 calendar days prior to excavation.

The Charter field contact person is Tom Harycki. His phone number is (262) 306-8756, and email address is [tharycki@chartercom.com](mailto:tharycki@chartercom.com).

**Frontier Communications** – has underground facilities along STH 175 from Station 1290+00 through the end of project. Facilities will be relocated prior to construction. The Frontier Communications field contact person is Russ Ryan, (920) 583-3275.

<b>Location and Conflict</b>	<b>Resolution</b>
<u>Underground Conflicts</u>	<u>Underground Conflicts</u>
Station 1313+25 to Station 1319+30, LT	Existing line will be discontinued and replaced with a new line buried 6' deep, 32' LT.
Station 1318+30, 32' LT	A new pedestal will be placed and a new line will be bored perpendicularly under STH 175, replacing a discontinued line.
Station 8+10 to Station 9+80, Scenic Dr, 32' RT	Existing line will be discontinued and replaced with a new line buried 4' deep, 32' RT, with a new pedestal at Station 8+10, RT.
Station 8+10, Scenic Dr.	A new line will be bored 4' deep from the previously mentioned pedestal, perpendicularly under Scenic Dr. to a new pedestal on the LT.
Station 8+00 to Station 9+75, Scenic Dr, LT	A new line will be placed 42" deep, 32' LT along the north side of Scenic Dr.
Station 1320+00 to Station 1325+50, LT	Existing line will be discontinued and replaced with a new line buried 42" deep, 32' LT to a new pedestal.
Station 1321+50 to Station 1323+35, RT	A new line will be bored 36" deep, 30' RT, from existing pedestal to existing pedestal.
Station 1325+50 to Station 1331+00, LT	Existing line will be discontinued and replaced with a new line buried 42" deep, 32' LT.
Station 1329+40	A new pedestal will be placed to the right and a new line will be bored 5' deep under STH 175 to the left, then running parallel along the roadway to Station 1330+05, LT, then to a new pedestal approximately 115' the south side of Fond du Lac Drive.
Station 1329+40 to Station 1333+20 RT	Existing line will be discontinued and replaced with a new line buried along the easement, then turning a hard right to a new pedestal on the south side of Western Avenue.
Station 1333+20 to Station 1339+10, RT	Existing buried line will be discontinued.
Station 1339+10, RT	A new pedestal will be placed.
Station 1392+20, 40' RT	A new pedestal will be placed.

<b>Location and Conflict</b>	<b>Resolution</b>
Station 1392+00 to Station 1397+00, 57' RT	Existing line will be discontinued and replaced with a new line buried 36" deep, 57' RT.
Station 1398+00 to Station 1398+95, RT	Existing line will be discontinued and replaced with a new line bored 6' deep, 42' RT.
Station 1399+00, RT	A new pedestal will be placed at 45' RT.
Station 1399+00 to Station 1402+00, RT	Existing line will be discontinued and replaced with a new line bored 36" deep, 47' RT.
Station 1402+00 to Station 1403+05, RT	Existing line will be discontinued and replaced with a new line 33' RT to an existing pedestal.
Station 18+42 to Station 19+70, Hillside Rd, RT	Existing line will be discontinued and replaced with a new line bored 5' deep 20' RT.
Station 19+70 to Station 21+73, Hillside Rd, RT	Existing line will be discontinued and replaced with a new line bored 48" deep 35' RT, to a new pedestal at 38' RT.
Station 21+73, Hillside Rd	A new line will be bored 48" deep perpendicularly under Hillside Rd.
Station 20+30 to Station 21+73, Hillside Rd, LT	Existing line will be discontinued and replaced with a new line.
Station 1451+75 to Station 1453+50, RT	Lower existing line.

**Village of Germantown** – has underground watermain facilities along STH 175 from Station 917+36 to Station 924+68, LT. No conflicts are anticipated.

**Village of Richfield** – has facilities within the project limits; however, no conflicts are anticipated.

**Village of Slinger** – has underground sanitary and watermain facilities along STH 175 from Corporate Drive north to the project limits. No conflicts are anticipated.

**Time Warner Cable** – has aerial and underground facilities from Lannon Road to Amy Belle Road. The aerial facilities will be relocated in conjunction with the adjusting of WE Energies poles prior to construction.

<b>Location and Conflict</b>	<b>Resolution</b>
<u><i>Aerial Conflicts</i></u>	<u><i>Aerial Conflicts</i></u>
953+75, LT 955+36, LT 955+39, LT 957+40, LT 958+11, LT 961+31, LT 961+75, LT 972+44, LT 974+22, LT 993+57, LT 1040+17, LT 1042+56, LT 1044+74, RT 1045+71, RT 1047+58, RT 1048+92, RT 1066+82, RT 1068+58, RT Lannon Road 149+90, RT	The aerial facilities in conflict will be relocated in conjunction with the moving of We Energies poles prior to construction.
<u><i>Underground Conflicts</i></u>	<u><i>Underground Conflicts</i></u>
Station 968+30, crossing (cable)	Time Warner will relocate prior to construction by directional bore across STH 175 at 8' below existing grade. NOTE: It is Time Warner's intent to be below new storm sewer main.
Station 150+00, crossing (cable)	Time Warner will relocate prior to construction and transfer riser to a new pole.

Time Warner Cable's contact person is Steve Cramer. He can be contacted by phone at (414) 277-4045 and by email at [steve.cramer@twcable.com](mailto:steve.cramer@twcable.com) or [wis.engineering@twcable.com](mailto:wis.engineering@twcable.com).

**We Energies (Electric)** – has aerial electric cables, underground electric cables, power poles and pedestals throughout the project limits. It is expected that relocations will occur prior to construction.

<b>WR # 3768135</b>		
<b>Station No.</b>	<b>Pole No.</b>	<b>Work Proposed</b>
963+28, L32'	88-05494	Install Guys to SE
962+83, L37'	15-	Install Pole and Guys
961+36, L49'	15-	Install Pole
961+31, L32'	88-05495	Remove Pole
961+52, R25'	15-	Install Pole and Guy
961+47, R23'	78-11139	Remove Pole
961+15, R87'	88-06380	Pole and Guy to Remain
959+94, L60'	15-	Install Pole
960+31, L30'	88-05496	Remove Pole and Guy
959+73, R40'	15-	Install Pole and Guy
959+26, R29'	61-15475	Remove Pole
959+11, R33'	15-	Install Pole and Guy
958+12, R32'	UNK	Remove Pole
958+11, L40'	69-27566	Remove Pole
958+12, R42'	07-01011	Pole and Streetlight to Remain
957+63, L78'	15-	Install Pole
957+54, L48'	88-05497	Remove Pole and Guy
955+41, L140'	15-	Install Pole and Guy
955+39, L57'	88-05498	Remove Pole
955+36, L117'	05-14421	Pole to Remain (Carries Service to Existing Signals)
955+20, L94'	15-	Install Pole and Guy
LAN149+98, R37'	05-14427	Remove Pole
LAN149+99, R31'	15-	Install Pole
953+75, L69'	15-	Install Pole and Guy
<b>WR # 3768136</b>		
<b>Station No.</b>	<b>Pole No.</b>	<b>Work Proposed</b>
976+30, L36'	88-05472	Install Guy to NE
975+59, R37'	73-12258	Pole to Remain
974+22, L33'	88-05473	Remove Pole
974+10, L54'	15-	Install Pole and Guy
972+44, L32'	88-05474	Remove Pole and Guy
972+37, L53'	15-	Install Pole and Guy
970+80, R80'	90-05532	Install Guy to NE
970+83, L36'	88-05475	Pole to Remain

<b>WR # 3768137</b>		
<b>Station No.</b>	<b>Pole No.</b>	<b>Work Proposed</b>
995+57, L53'	88-05458	Install Guy to SW
993+57, L60'	88-05459	Remove Pole and Guy
993+55, L61'	15-	Install Pole and Guy
991+70, L60'	15-	Install Pole and Guy
991+41, R28'	79-06148	Pole & Streetlight Remain (Relocated on separate Order)
990+79, L31'	70-24663	Pole & Streetlight Remain (Relocated on separate Order)
<b>WR # 3791586</b>		
<b>Station No.</b>	<b>Pole No.</b>	<b>Work Proposed</b>
986+95, L48'	15-	Install Pole and Guy
986+95, L45'	95-04875	Remove Pole
985+00, L37'	88-05464	Pole to Remain, Install Guy
<b>WR # 3768138</b>		
<b>Station No.</b>	<b>Pole No.</b>	<b>Work Proposed</b>
1050+72, R30'	94-06506	Pole to Remain
1049+95, L46'	15-	Install Pole and Guy
1049+74, L22'	11-16810	Remove Pole
1049+35, R33'	15-	Install Pole
1048+92, R31'	94-06505	Remove Pole
1047+72, R42'	15-	Install Pole
1047+58, R31'	94-06504	Remove Pole
1045+82, R52'	15-	Install Pole
1045+71, R38'	94-06503	Remove Pole
1044+69, R57'	94-06502	Pole to Remain
1043+35, R86'	94-06501	Pole to Remain
1042+63, L51'	15-	Install Pole and Guy
1042+56, L28'	66-11992	Remove Pole
1041+58, R121'	80-02211	Pole to Remain
1041+47, R59'	77-08856	Pole and Guy to Remain
1040+43, R37'	70-20353	Pole & Streetlight Remain (Relocated on separate Order)
1040+14, L23'	63-11903	Remove Pole
1040+08, L50'	15-	Install Pole
MKRHL71+35,L62'	94-10015	Pole to Remain



1039+38, R57'	94-10014	Pole to Remain
<b>WR # 3768139</b>		
<b>Station No.</b>	<b>Pole No.</b>	<b>Work Proposed</b>
1071+02, R38'	90-05516	Pole to Remain
1071+00, L47'	15-	Install Pole and Guy
1068+62, R35'	15-	Install Pole and Guy
1068+56, R32'	90-05515	Pole & Streetlight Remain (Relocated on separate Order)
1067+64, L67'	94-10009	Pole to Remain
1066+89, R35'	15-	Install Pole
1066+82, R32'	90-05514	Remove Pole
1066+75, L26'	94-04526	Pole & Streetlight Remain (Relocated on separate Order)
1065+07, R31'	90-05513	Pole to Remain
<b>WR # 3768141</b>		
<b>Station No.</b>	<b>Pole No.</b>	<b>Work Proposed</b>
1220+73, L32'	92-03168	Pole to Remain – Install Guys SE
1220+04, L54'	15-	Install Pole and Guys
1218+78, L31'	92-03167	Remove Pole
1218+20, L52'	15-	Install Pole
1216+82, L31'	92-03163	Remove Pole
1216+46, L50'	15-	Install Pole
MYFLD50+75,R28'	92-03162	Pole to Remain
MYFLD52+21,R24'	01-13833	Pole to Remain
1214+87, L36'	92-03174	Remove Pole and Guy
1214+60, L50'	15-	Install Pole and Guys
1213+60, L50'	15-	Install Pole
1213+53, L33'	91-03214	Remove Pole and Guy
1212+48, L50'	15-	Install Pole
1212+22, L35'	03-06267	Remove Pole
1210+80, L63'	15-	Install Pole and Guy
1210+60, L60'	53-9143	Pole to Remain
PLSNTHL46+97,L25'	91-03642	Pole and Guys to Remain
PLSNTHL47+85,L31'	15-	Install Pole
PLSNTHL48+23,L27'	91-30638	Remove Pole
PLSNTHL50+97,L27'	69-21233	Pole to Remain

PLSNTHL52+19,L27'	15-	Install Pole and Guy
PLSNTHL54+28,L26'	03-06257	Pole to Remain-Remove Guys
<b>Station No.</b>	<b>Pole No.</b>	<b>Work Proposed</b>
1278+86, L27'	15-	Install Pole and Guy
1278+85, L25'	53-9192	Remove Pole and Guy
1277+26, L42'	15-	Install Pole
1277+26, L27'	60-10782	Remove Pole and Guy
1276+08, L54'	15-	Install Pole and Guy
1275+96, L23'	60-10783	Remove Pole and Guys
PNR120+82, L32'	15-	Install Pole and Guy
PNR120+92, L24'	91-02262	Remove Pole and Guy
PNR122+20, L22'	81-07674	Remove Pole and Guys
PNR122+50, L32'	15-	Install Pole and Guy
PNR124+25, L24'	15-	Install Pole and Guy
PNR124+33, L23'	53-8392	Remove Pole
1275+08, L47'	15-	Install Pole
1273+95, L42'	15-	Install Pole and Guy
1273+93, L20'	53-9184	Remove Pole
1272+21, L36'	15-	Install Pole and Guy
1272+20, L24'	91-03198	Remove Pole
1270+54, L29'	86-09893	Pole to Remain
1266+48, L32'	86-09895	Pole to Remain
1276+19, L66' to 1272+21, L36'	Splice to 15-	Install New Underground Cable
1276+19, L66' to 1266+48, L32'	Splice to 86- 09895	Discontinue Underground Cable
<b>WR # 3768143</b>		
<b>Station No.</b>	<b>Pole No.</b>	<b>Work Proposed</b>
1336+79, R34'	15-	Install Pole
1336+18, R36'	53-9223	Remove Pole and Guy
1334+29, R44'	15-	Install Pole and Guy
1333+62, R34'	53-9222	Remove Pole
WSTRN51+20, L32'	15-	Install Pole and Guy
WSTRN51+38,L32'	66-16298	Remove Pole and Guy
WSTRN51+38, L24'	66-16299	Remove Pole
1331+92, R33'	15-	Install Pole

1331+64, R30'	92-03115	Remove Pole
1329+51, R31'	92-08469	Pole and Guy to Remain (Lower Pole deeper if needed)
1319+66, R28'	92-03114	Pole to Remain, Install Guy
SCNC8+91, L37'	15-	Install Pole and Guy
SCNC9+25, L35'	92-17129	Remove Pole and Guy
<b>Station No.</b>	<b>Pole No.</b>	<b>Work Proposed</b>
1382+52, R33.5'	15-	Install Pole
1381+69, R33'	53-9280	Remove Pole
1380+12, R34'	15-	Install Pole
1389+86, R34'	92-03123	Remove Pole
<b>WR # 3768144</b>		
<b>Station No.</b>	<b>Pole No.</b>	<b>Work Proposed</b>
1402+33, R32'	15-	Install Pole and Guys
1401+83, R48'	15-	Install Pole and Guys
1400+45, R48'	15-	Install Pole
1400+47, R31'	02-14165	Remove Pole
1398+84, R31'	53-9288	Remove Pole
1398+75, R47'	15-	Install Pole
1398+78, L30'	53-9289	Remove Pole and Guy
1398+68, L39'	15-	Install Pole and Guy
1397+23, R37'	53-9287	Remove Pole and Guy
1397+15, R60'	15-	Install Pole and Guy
HLLSD18+77, R24'	83-01652	Install Guy
1395+08, R57'	15-	Install Pole
1394+75, R34'	53-9286	Remove Pole
1392+90, R53'	15-	Install Pole and Guys
1392+30, R34'	15-	Install Pole and Guys
1392+26, R34'	53-9285	Remove Pole
<b>WR # 3768145</b>		
<b>Station No.</b>	<b>Pole No.</b>	<b>Work Proposed</b>
1449+23, L42'	11-09249	Pole to Remain
1448+95, L47'	53-9364	Pole to Remain
1447+62, L85'	53-9363	Remove Pole and Guy
1447+43, L36'	15-	Install Pole
1446+35, L32'	53-9362	Pole and Light to Remain

1444+94, L36'	15-	Install Pole and Guy
1444+79, R32'	53-9361	Remove Pole and Guy
1444+64, L32'	15-	Install Pole and Guys
SHRMN10+82, R18'	03-10306	Remove Pole
SHRMN10+96, R22'	15-	Install Pole and Guy
SHRMN12+51, R18'	12-07380	Pole to Remain

The We Energies (Electric) field contact is Dan Margoni, (414) 944-5652, [daniel.margoni@we-energies.com](mailto:daniel.margoni@we-energies.com). Contractor must contact We Energies (Electric) before removing any electrical underground cables to verify that they have been discontinued and carry no electrical current.

**We Energies (Gas)** – has underground gas facilities throughout the project limits. The We Energies (Gas) field contact is John Feider, (414) 944-5796, [john.feider@we-energies.com](mailto:john.feider@we-energies.com). It is the contractor's responsibility to remove and dispose of any discontinued gas facilities that do not contain asbestos and which are in conflict with the road project. Contractor must contact We Energies (Gas) before removing any gas facilities to verify that they have been discontinued and carry no natural gas.

<b>Location and Conflict</b>	<b>Resolution</b>
<u>Grading and Storm Sewer Conflicts</u>	<u>Grading and Storm Sewer Conflicts</u>
Station:	
952+50 to 975+50, 16'-25' RT (8" steel)	<p><u>Discontinue:</u> Station 952+50 RT to 975+50 RT from 16' - 25' RT (8" steel)</p> <p><u>New facility:</u>  8" Gas  Crossing Station 952+52, 24' RT to Station 952+52, 41' RT  Station 952+52, 41' – 954+00, 60' RT  Station 954+00, 60' RT – 954+00, 955+39, 117' RT  Cross Lannon Road at Station 156+33, 66' RT – 156+26, 76' LT  Station 956+79, 106' RT to Station 957+88, 31' RT  Station 957+88, 31' RT – 963+05, 31' RT  Station 963+05, 31' RT – 965+73, 30' RT  Station 965+73, 30' RT – 967+60 RT 7' W of R/W Line  Station 967+60 RT 7' W of R/W Line – 973+64 RT 17' W of R/W Line  Station 973+64, 17' W of R/W Line – 973+64, 43' RT</p>

Location and Conflict	Resolution
	<p>Station 973+64, 43' RT – 973+24, 124' RT</p> <p><u>6" Gas</u> Station 965+73,33'LT to Station 175+90,17' LT</p> <p><u>4" Gas</u> Station 973+64 to 975+30 RT Station 957+92, 30'RT to Station 957+87, 98'LT</p> <p><u>2" Gas</u> Station 957+87, 31' RT to 960+43.9, 52' RT</p>
154+15 to 155+50, 135' LT (4" steel)	<u>Discontinue:</u> Station 154+15 to 155+50, 135' LT (4" steel)
1039+77 to 1043+10, 28' LT (6" steel)	<p><u>Discontinue:</u> Station 1039+77 to 1043+10, 28' LT (6" steel)</p> <p><u>New Facility:</u></p> <p><u>6" Gas</u> Station 1040+30, 40' LT to 1045+20, 40' LT Crossing Station 1040+30, 40' LT to 1040+30, 65' RT Crossing Station 1040+30, 24' LT to 1040+30, 50' RT</p>
17+50 to 19+50, 22' LT Amy Belle (6" steel & 3" plastic)	<p><u>Discontinue:</u> Station 17+50 to 19+50, 22' LT (6" steel &amp; 3" plastic) Crossing Station 18+92, 22' LT to Station 1066+25, 20'LT (6" Steel)</p> <p><u>New Facility:</u> Station 17+50 from 8' E-WLL to Station 19+50 from 8' E-WLL (6" Plastic) (tree removal required) Crossing Station 18+92, 49' LT to Station 1066+32, 31'LT (6" Plastic)</p>
1063+00 to 1066+25, 20' LT (6" steel)	<p><u>Discontinue:</u> Station: 1063+00, 20'LT to Station 1066+25, 20'LT (6" Steel)</p> <p><u>New Facility:</u></p>

Location and Conflict	Resolution
	Station: 1062+00, 31' LT to Station 1066+32, 31' LT (6" plastic)
1196+20 to 1196+82, 26' LT (4" steel)	<p><u>Discontinue:</u> Station 1196+20 to 1196+82, 26' LT (4" steel)</p> <p><u>New Facility:</u> Station 1196+40, 28' LT to Station 1196+80, 28' LT (Lower 4" plastic)</p>
1197+92 to 1199+90, 26' LT (4" steel)	<p><u>Discontinue:</u> Station 1197+92 to 1199+90, 26' LT (4" steel)</p> <p><u>New Facility:</u> Station 1198+92, 24' LT to Station 1199+90, 24' LT (4" plastic)</p>
1316+35 to 1316+75, 21' RT (6" plastic)	<p><u>Discontinue:</u> Station 1316+35 to 1316+75, 21' RT (6" plastic)</p> <p><u>New Facility:</u> Station 1316+35 to 1316+75, 21' RT (Lower 6" plastic)</p>
1324+50 to 1325+25, 21' RT (6" plastic)	<p><u>Discontinue:</u> Station 1324+50 to 1325+25, 21' RT (6" plastic)</p> <p><u>New Facility:</u> Station 1324+50 to 1325+25, 21' RT (Lower 6" plastic)</p>
1025+60 to 1026+00, 60' RT (3" steel)	<p><u>Discontinue:</u> Station 1025+60 to 1026+00, 60' RT (3" steel)</p> <p><u>New Facility:</u> Station 1025+94, 76' RT to 1026+06, 76' RT, 60' RT (4" plastic)</p>
1004+00 to 1005+00, 25' RT (3" steel)	<p><u>Discontinue:</u> Station 1004+00 to 1005+00, 25' RT (3" steel)</p> <p><u>New Facility:</u> Station 1003+75, 30' RT to Station 1005+05, 30' RT (4" plastic)</p>
1069+50 to 1070+50, 32' LT (4" steel)	<p><u>Discontinue:</u> Station 1069+50 to 1070+50, 32' LT (4" steel)</p> <p><u>New Facility:</u> Station 1067+95, 74.6' LT to Station 1068+50, 58' LT (6" plastic) Station 1068+50 from 8' E-WLL to Station 1071+81.2 from 8' E-WLL (6" plastic)</p>

<b>Location and Conflict</b>	<b>Resolution</b>
48+32 to 48+68, LT (4" steel)	<p><u>Discontinue:</u> Station 48+32, 19' LT to Station 48+68, 21' LT (4" steel)</p> <p><u>New Facility:</u> Station 48+32, 19' LT to Station 48+68, 21' LT (4" steel)</p>
1213+82 to 1214+18, LT (4" steel)	<p><u>Discontinue:</u> Station 1213+82, 26' LT to 1214+18, 26' LT (4" steel)</p> <p><u>New Facility:</u> Station 1213+82, 26' LT to 1214+18, 26' LT (4" steel)</p>
175+66 to 178+10, LT (6" steel)	<p><u>Discontinue:</u> Station 175+66, 24' LT to 178+10.5, 24' LT (6" steel)</p> <p><u>New facility:</u> Station 175+66, 24' LT to 178+10.5, 24' LT (2" plastic)</p>
<p>Crossings at Station:</p> <p>1034+44 (3" steel)</p> <p>1039+77 (6" steel)</p> <p>990+98 (2" steel)</p> <p>18+92 (6" steel)</p> <p>120+56 (4" plastic)</p> <p>957+92, 30' RT to 957+87, 98' LT (4" steel)</p>	<p>We-Energies will relocate these facilities prior to construction. The existing facilities will be discontinued in place.</p> <p>Coating samples will be obtained at the tie-in points on existing gas main to be discontinued. The coating samples will be analyzed for asbestos during WE Energies construction, prior to road construction. WE Energies will remediate the areas directly exposed by WE Energies relocation work.</p> <p>We Energies will gap the crossing between 1035+45, 115 LT to 1033+50, 115 RT to avoid a conflict with the construction of R-66-37 and R-66-38.</p>
<p>Relocate Service laterals at Station:</p> <p>951+00</p> <p>953+75</p> <p>960+50, RT</p> <p>967+75</p> <p>971+00</p> <p>1113+50</p> <p>1132+75</p> <p>1040+38</p> <p>1040+55</p> <p>1042+34</p>	<p>The service laterals listed will be relocated to avoid storm sewer conflicts with the project.</p>

Location and Conflict	Resolution
1065+23 1066+25 950+88  Relocate Telemeter Pedestal at Station 1214+50, LT	

**WisDOT Signals** – has existing signals located at the intersections of STH 175 and Lannon Road and STH 175 and Pioneer Road. Signals at the STH 175 / Lannon Road intersection will be removed and the signal/flasher at the STH 175 / Pioneer Road intersection will be reconstructed under construction ID 3360-09-72.

## 8. 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 Wisconsin & Southern Railroad LLC (WSOR) 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 and its Parents.

Provide the second policy in the name of Wisconsin & Southern Railroad LLC

**CN:** 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) 345-2507, email [Jackie.macewicz@cn.ca](mailto:Jackie.macewicz@cn.ca). Include the following information on the insurance document:

Project: 3360-09-72  
Route Name: Hillside Road, Washington County  
Crossing ID: 692 279U  
Railroad Subdivision: Waukesha Subdivision  
Railroad Milepost 119.38

**WSOR:** Notify evidence of the required coverage, and duration to Roger Schaalma at Superintendent of Maintenance of Way at TELEPHONE (608) 620-2044; Ext. 4201; FAX (608) 243-9225; email [rschaalma@watcocompanies.com](mailto:rschaalma@watcocompanies.com). Include the following information on the insurance document:

Project: 3360-09-72  
Route Name: Hillside Road, Washington County  
Crossing ID: 386 997G  
Railroad Subdivision: Milwaukee Subdivision  
Railroad Milepost: MP110.41



## **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:

WSOR: Widen RR crossing at Hillside Road

CN: Relocate warning devices.

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

**CN:** Contact Jackie Macewicz, Manager Public Works, 1625 Depot St., Stevens Point, WI, 54481; TELEPHONE (715) 345-2503; FAX (715) 345-2507; email [jackie.macewicz@cn.ca](mailto:jackie.macewicz@cn.ca) for consultation on railroad requirements during construction.

Contact Mary Ellen Carmody, Audit Officer, Administration Service Center, 24002 Vreeland Road, Flat Rock, MI 48134; TELEPHONE (734) 783-4533; (no FAX number); email [maryellen.carmody@cn.ca](mailto: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.

**WSOR:** Contact Roger Schaalma, Superintendent of Maintenance of Way, Wisconsin and Southern Railroad LLC, 1890 East Johnson Street, Madison, WI 53704; TELEPHONE (608) 620-2044; Ext. 4201; FAX (608) 243-9225; email [rschaalma@watcocompanies.com](mailto:rschaalma@watcocompanies.com) for consultation on railroad requirements during construction.

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

## **A.4 Temporary Grade Crossing**

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

## **A.5 Train Operation**

**CN:** Approximately 28 through freight trains operate daily through the construction site. Through freight trains operate at up to 60 mph.

**WSOR:** Approximately 6 through freight trains operate daily through the construction site. Through freight trains operate at up to 40 mph. In addition to through movements, there are switching movements at lower speeds.

#### **A.6 Coordination with Railroad**

Contractor shall provide traffic control for Hillside Road closure while railroad completes their work. Coordinate with WSOR and CN at beginning of project to determine when railroad construction will take place.

### **9. Environmental Protection, Aquatic Exotic Species Control.**

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

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

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

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

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

## **10. Maintaining Drainage.**

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

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

Bypass pumping for culvert pipe installation shall not be pumped continuously for more than 72 hours. The contractor shall use a temporary settling basin at the pump discharge before allowing water to re-enter stream.

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

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

### **Dewatering (Mechanical Pumping) for treatment Water (sediment-laden) Operations**

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

## **11. Erosion.**

The contractor shall prepare and submit an erosion control implementation plan (ECIP) for the project including borrow sites, material disposal sites, dust control, and dewatering according to Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan 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 1 copy of the ECIP to WisDOT and 1 copy of the ECIP to the WDNR Liaison Kristina Betzold, DNR Southeast Region HQ, 2300 N. Dr. Martin Luther King Jr. Dr., Milwaukee, WI, 53212; phone (414) 263-8517; email: [kristina.betzold@wisconsin.gov](mailto:kristina.betzold@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.

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

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

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

Do not pump water from the construction site to a storm water conveyance without the water first passing through a sediment trap or filter bag.

## **12. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.**

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Doug Cain at (262) 548-5603.  
107-054 (20080901)

## **13. Notice to Contractor – Emerald Ash Borer.**

### **Clearing and Grubbing**

This applies to projects in the emerald ash borer (EAB) quarantined zones to include the following counties:

Brown	Crawford	Fond du Lac,	Kenosha,
La Crosse	Milwaukee	Ozaukee	Racine
Sheboygan	Vernon	Washington	Waukesha

*Supplement standard spec 151-1.3 with the following:*

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

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

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

The quarantine of ash trees includes all horticultural cultivars of the species listed above. Note that blue ash twigs are 4-sided. All other Wisconsin ash trees have round stems. Also, Mountain ash (*Sorbus americana* and *S. decora*) is not a true ash and is not susceptible to EAB infestation.

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

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

**ATCP 21.17 Emerald ash borer; import controls and quarantine.**

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

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

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

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

**Regulated Items.** The following are regulated items for purposes of subparagraph (1):

- The emerald ash borer, *Agrilus planipennis* Fairmaire in any living stage.
- Ash trees.
- Ash limbs, branches, and roots.
- Ash logs, slabs or untreated lumber with bark attached.
- Cut firewood of all non-coniferous species.
- Ash chips and ash bark fragments (both composted and uncomposted) larger than 1 inch in diameter.
- Any other item or substance that may be designated as a regulated item if a DATCP pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.

### **Regulatory Considerations**

The quarantine means that ash wood products may not be transported out of the quarantined area.

Clearing and grubbing includes all ash trees that are to be removed from within the project footprint. If ash trees are identified within clearing and grubbing limits of the project, the following measures are required for the disposal:

#### **Chipped Ash Trees**

May be left on site if used as landscape mulch within the project limits. If used as mulch on site, chips may not be applied at a depth greater than standard mulch applications as this will impede germination of seeded areas.

With the written permission of the engineer, chipped material may be buried on site within the airport property as directed by the engineer according to standard spec 201.3(14).

May be buried on adjacent properties to projects within the quarantined zone with prior approval of the engineer according to standard spec 201.3 (15).

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3(15).

Burning chips is optional if in compliance with standard spec 201.3.

Chips must be disposed of immediately if not used for project mulching and may not be stockpiled and left on site for potential transport by others. Chips may be stockpiled temporarily if they will be used for project mulching and are not readily accessible to the public.

Chipper equipment must be cleaned following post-chipping activities to ensure no spread of wood chip debris into non-quarantined counties.

**Ash logs, Branches, and Roots**

May be buried without chipping within the existing right-of-way or on adjacent properties according to standard spec 201.3 (14)(15).

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).

Burning is optional if in compliance with standard spec 201.3.

Ash logs, branches, and roots must be disposed of immediately and may not be stockpiled.

All additional costs will be incidental to clearing and grubbing items.

Do not bury or use mulch in an area that will be disturbed again during later phases of the project.

Anyone moving firewood or ash products from the state or these counties is subject to state and federal fines up to \$1,000.00. All fines are the responsibility of the contractor.

Obtain updated quarantine information at the DNR Firewood Information Line at (800) 303-WOOD.

**Furnishing and Planting Plant Materials**

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

**Updates for Compliance**

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

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

**Regulated Items**

More frequent updates, if any, are available on the DATCP website at [www.datcp.state.wi.us](http://www.datcp.state.wi.us). subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from

DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the above address.

#### **14. Notice to Contractor – Contamination Beyond Construction Limits.**

The department completed testing for soil contamination for locations within this project where excavation is required.

Testing indicated that petroleum-contaminated soil is present at the following sites:

1. Station 1211+00 to 1211+25, beyond the project limits left, at a depth of approximately 1 foot below grade and below. Soil is contaminated with petroleum and metals.
2. Station 1211+25 to 1211+75, beyond the project limits left, at a depth of approximately 10 feet below grade and below. Soil is contaminated with petroleum and metals.

The contaminated soils at the above sites are expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting:

Name: Andrew Malsom

Address: 141 NW Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798

Phone: (262) 548-6705

Fax: (262) 548-6891

E-mail: [Andrew.Malsom@dot.wi.gov](mailto:Andrew.Malsom@dot.wi.gov)

107-100 (20050901)

#### **15. Coordination with Businesses and Residents.**

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week prior to the start of work under this contract and hold one meeting per month thereafter. The contractor shall arrange for a suitable location for the meeting(s) that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for the meeting(s). The contractor shall schedule the meeting(s) with at least two weeks' prior notice to the engineer to allow for these notifications.

108-060 (20141107)



**16. Removing Old Structure Over Waterway Station 961+02, Item 203.0500.S.01.**

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

*Add the following to standard spec 203:*

**203.3.6 Removals Over Waterways and Wetlands**

**203.3.6.1 Removing Old Structure Over Waterway**

- (1) Remove the existing structure over the Willow Creek conforming to the contractor's approved structure removal and clean-up plan. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. Remove large pieces of the structure within 36 hours. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.
- (2) Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:
  1. Methods and schedule to remove the structure.
  2. Methods to control potentially harmful environmental impacts.
  3. Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
  4. Methods for cleaning the waterway or wetlands.
- (3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0500.S.01	Removing Old Structure Over Waterway Station 961+02	LS
203-015 (20090105)		

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

**A Description**

**A.1 General**

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

Advanced Disposal Glacier Ridge Landfill  
N7296 County Road V,  
Horicon, WI 53032  
Phone (920) 387-0987

Waste Management Orchard Ridge Landfill  
N96 W13503 County Line Rd.  
Menomonee Falls, WI 53051  
Phone (262) 253-8620

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

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

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

1. Station 962+00 to 962+75, from reference line to project limits right, from approximately 0 to 3 feet bgs. Soil is contaminated with lead. Approximately 265 cubic yards (approximately 450 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this area.
2. Station 962+75 to 963+20, from reference line to project limits right, from approximately 1 to 6+ feet bgs. Soil is contaminated with petroleum and lead. Approximately 89 cubic yards (approximately 150 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this area for the installation of storm sewer.
3. Station 963+20 to 965+50, from project limits left to project limits right, from approximately 1 to 6+ feet bgs. Soil is contaminated with petroleum and lead. Approximately 512 cubic yards (approximately 870 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this area for the installation of storm sewer.
4. Station 960+50 to 962+25, from reference line to project limits right. Groundwater is contaminated with petroleum.
5. Station 962+25 to 965+50, from projects limits left to project limits right. Groundwater is contaminated with petroleum.

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

For further information regarding previous investigation and remediation activities at these sites contact:

Name: Andrew Malsom  
Address: 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798  
Phone: (262) 548-6705  
Fax: (262) 548-6891  
e-mail: [andrew.malsom@dot.wi.gov](mailto:andrew.malsom@dot.wi.gov)

### **A.3 Coordination**

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation  
Address: 150 N. Patrick Blvd. Ste. 180, Brookfield, WI 53045  
Contact: Byran Bergmann, P.G.  
Phone: (262) 901-2126  
Fax: (262) 879-1220  
e-mail: [bbergmann@trcsolutions.com](mailto:bbergmann@trcsolutions.com)

The role of the environmental consultant will be limited to:

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

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

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

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

### **A.4 Health and Safety Requirements**

*Add the following to standard spec 107.1:*

During excavation activities, expect to encounter soil contaminated with gasoline, diesel fuel, fuel oil, or other petroleum related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that

meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

## **B (Vacant)**

### **C Construction**

*Add the following to standard spec 205.3:*

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

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

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

### **D Measurement**

The department will measure Excavation, Hauling, and Disposal of Petroleum Contaminated Soil in tons of contaminated soil, accepted by the bioremediation facility as documented by weight tickets generated by the bioremediation facility.

### **E Payment**

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

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

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation of contaminated soil; obtaining solid waste collection and transportation

service operating licenses; assisting in the collection soil samples for field evaluation; and dewatering of soils prior to transport, if necessary.  
205-003 (20150630)

**18. Excavation for Structures Retaining Walls R-66-37, Item 206.3000.01;  
Excavation for Structures Retaining Walls R-66-38, Item 206.3000.02.**

*Add the following to standard spec 206.2 Materials:*

**Controlled Low Strength Material**

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

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

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

*Add the following to standard spec 206.5.2:*

Payment for Excavation of Structures Retaining Walls includes Controlled Low Strength Material.

**19. QMP Base Aggregate.**

**A Description**

**A.1 General**

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
  1. Production and placement control and inspection.
  2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at: <http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/rdwy/default.aspx>

#### **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:

<b>Required Certification Level:</b>	<b>Sampling or Testing Roles:</b>
Aggregate Technician IPP Aggregate Sampling Technician Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Sampling <sup>[1]</sup>
Aggregate Technician IPP Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Gradation Testing, Aggregate Fractured Particle Testing, Aggregate Liquid Limit and Plasticity Index 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://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/qual-labs.aspx>

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

#### **B.4.1 General**

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

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

- (1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within 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 standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
  1. Control limits are at the upper and lower specification limits.
  2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
  3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
  4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

### **B.6.2 Fracture**

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

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

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

## **B.7 Corrective Action**

### **B.7.1 General**

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

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

- (1) Do not blend additional material on the roadbed to correct gradation problems.

- (2) Notify the engineer whenever the running average exceeds a warning limit. When two consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
  1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
  2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 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 two business days after the department obtains the sample.

### **B.8.2 Verification Testing**

#### **B.8.2.1 General**

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.

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

### **B.8.3 Independent Assurance**

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

### **B.9 Dispute Resolution**

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.

- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

**C (Vacant)**

**D (Vacant)**

**E Payment**

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

301-010 (20151210)

**20. QMP HMA Pavement Nuclear Density.**

**A Description**

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.

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

## **B Materials**

### **B.1 Personnel**

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

### **B.2 Testing**

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

### **B.3 Equipment**

#### **B.3.1 General**

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

information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:

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

### **B.3.2 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  $1.0 \text{ lb/ft}^3$ . 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  $1.0 \text{ lb/ft}^3$  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  $1.5 \text{ lb/ft}^3$  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  $1.5 \text{ lb/ft}^3$  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 sublot for each layer.
- (3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.



- (4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per subplot and perform the number of random tests as specified in Table 2.

<b>Side Roads, Turn Lanes, Crossovers, Ramps, Roundabouts: Sublot/Layer tonnage</b>	<b>Minimum Number 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 lb/ft<sup>3</sup> 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 lb/ft<sup>3</sup> 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 lb/ft<sup>3</sup>, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft<sup>3</sup> 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 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)

## **21. 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 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
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 (20151210)

**22. Pipe Grates, Item 611.9800.S.****A Description**

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

**B Materials**

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

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

**C Construction**

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
611.9800.S	Pipe Grates	Each

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

## **23. Fence Safety, Item 616.0700.S.**

### **A Description**

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

### **B Materials**

Furnish notched conventional metal “T” or “U” shaped fence posts.

Furnish fence fabric meeting the following requirements:

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh Opening:	1 inch min to 3 inch max
Resin/Construction:	High density polyethylene mesh
Service Temperature:	-60° F to 200° (ASTM D648)
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate Tensile Strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at Break (%):	Greater than 100% (ASTM D638)
Chemical Resistance:	Inert to most chemicals and acids

### **C Construction**

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

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

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

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

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

616-030 (20070510)

**24. Foundation Drilling 30-Inch Diameter, Item 636.0050.S.01; 36-Inch Diameter, Item 636.0050.S.02.**

**A Description**

This special provision describes drilling holes for the H pile posts for retaining walls.

**B (Vacant)**

**C Construction**

Submit the proposed method for foundation drilling before beginning construction.

Drill holes to the diameter and depth the plans show. If necessary, use casing or alternative engineer-approved methods to maintain an open hole. If bentonite or other slurry is used to maintain an open hole, prevent spillage of the slurry into adjacent waterways. Locate the holes within the following tolerances:

Horizontal Location	3 inches
Vertical Location	1 inch
Vertical Alignment	1/8 inch per foot

**D Measurement**

The department will measure the Foundation Drilling bid items by the linear foot, acceptably completed, measured from the bottom of the hole to the top of the foundation footing.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
636.0050.S.01	Foundation Drilling (30-Inch Diameter)	LF
636.0050.S.02	Foundation Drilling (36-Inch Diameter)	LF

Payment is full compensation for drilling holes; for furnishing casing or alternative drilling methods; and, if rock is encountered, for coring rock.

636-010 (20140630)

**25. Signs Type I and II.**

Furnish and install mounting brackets per approved product list for type II signs on overhead sign supports incidental to sign. For type II signs on sign bridges use aluminum vertical support beams noted above incidental to sign.

*Add the following to standard spec 637.2.4:*

Use stainless steel bolts, washers and nuts for type I and type II signs mounted on sign bridges or type I signs mounted on overhead sign supports. Use clips on every joint for Sign Plate A 4-6 when mounted on a sign bridge or overhead sign support. Inspect installation of clips and assure bolts and nuts are tightened to manufacturers recommended torque values.

Use aluminum vertical sign support beams that have a 5-inch wide flange and weigh 3.7 pounds per foot, if the L-brackets are 4 inches wide then use 4 inch wide flange beams weighing 3.06 pounds per foot. Contractor shall measure the width of the L-brackets on existing structures of determine the width needed for sign support beams

Use beams a minimum of 6 feet in length or equal to the height of the sign to be supported, whichever is greater. Use U-bolts that are made of stainless steel, 1/2 inch diameter and of the proper size to fit the truss cords of each sign bridge. Install vertical sign support beams on each sign and use new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss.

For type II signs on overhead sign supports follow the approved product list for mounting brackets.

*Replace standard spec 637.2.4.1(2)2 with the following:*

Clips may be either stainless steel or ASTM B 108, aluminum alloy, 356.0-T6.

*Add the following to standard spec 637.3.2.1(3):*

Provide the engineer with 3 copies of drawings of the signs proposed to be furnished under this contract for approval.

*Add the following to standard spec 637.3.3.2(2):*

Install Type I Signs at the offset stated in the plan, which shall be the clear distance between the edge of mainline pavement right edgeline and the near edge of the sign.

*Add the following to standard spec 637.3.3.3(3):*

Furnish and install new aluminum vertical sign support beams on each sign and new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss for Type I or Type II Signs and Type I signs on overhead sign supports incidental to sign.

637-SER1 (20120401)



## **26. Pavement Marking Grooved Wet Reflective Tape 4-Inch, Item 646.0881.S.**

### **A Description**

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

### **B Materials**

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

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

### **C Construction**

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

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of pavement marking 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 1 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 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 120 psi air pressure to clean the groove.

#### **C.5.3 Existing Asphalt**

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

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove.

#### **C.6 Tape Application**

Apply the wet reflective pavement marking 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 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 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
646.0881.S	Pavement Marking Grooved Wet Reflective Tape 4-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.  
646-018 (20120615)

**27. Pavement Marking Grooved Wet Reflective Epoxy 4-Inch, Item 646.2304.S.****A Description**

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

**B Materials**

Furnish a 20 mils application of modified epoxy binder pavement marking, Epoplex LS65, Ennis-Flint HPS-4 or Dow Poly-Carb Mark 55.4 or approved equal, in a grooved slot. Provide a double drop system of 5.3 pounds per gallon of 3M elements Series 70E wet reflective beads for white marking and 71E for yellow markings and Utah Performance beads mixture at a drop rate of 12-22 pounds per gallon.

*Replace standard spec 646.2.3 (1) with the following:*

Furnish Utah Performance beads with the following gradation:

Utah Bead Gradation

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

Beads shall achieve a minimum of 250 mcd, initial, and 80 mcd, for white after one year from placement, per ASTM E 2177, 45 seconds after the pavement marking is wetted.

## **C Construction**

### **C.1 General**

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

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

### **C.2 Groove Depth for Asphalt**

Cut the groove to a depth of 80 mils  $\pm$  10 mils from the pavement surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

### **C.3 Groove Depth for Concrete**

Cut the groove to a depth of 60 mils  $\pm$  10 mils from the pavement surface or, if tined from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

### **C.4 Groove Width – Longitudinal Markings**

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

### **C.5 Groove Position**

Position the groove edge according to Standard Detail Drawing Pavement Marking (Mainline). If necessary, groove a minimum of 4 inches, but not greater than, 12 inches from both ends of the pavement marking segment. Achieve straight alignment with the grooving equipment.

### **C.6 Groove Cleaning**

#### **C.6.1 Concrete**

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the marking. Use a high-pressure air blower with at least 185 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.6.2 New Asphalt**

Groove pavement five or more days after paving.

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

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.6.3 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.

### **D Measurement**

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

### **E Payment**

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

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

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

646-024 (20141107)

## **28. Locating No-Passing Zones, Item 648.0100.**

For this project, the spotting sight distance in areas with a 55 mph posted speed limit is 0.21 miles (1108 feet).

648-005 (20060512)

## **29. Lighting Systems.**

### **General**

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

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

*Add the following to standard spec 651.2:*

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

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

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

*Add the following to standard spec 651.3.1:*

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

*Add the following to standard spec 653.3(1):*

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

*Add the following to standard spec 655.3.1:*

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

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

*Add the following to standard spec 655.3.7(4):*

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

*Add the following to standard spec 657.2:*

Non-breakaway poles (mounted on structures, concrete bases or behind noise wall barriers without transformer base, as well as at stems of sign bridges) containing electrical wires are

to be double nutted and contractor shall install galvanized rat screen enclosing the bottom of pole area; extra nuts and screen incidental.

*Add the following to standard spec 657.3.1 and 657.3.5:*

Corrosion protection measures described in standard spec 657.3.1 and 657.3.5 are invoked for breakaway transformer bases and aluminum light poles. The contractor shall avoid contact of dissimilar metals in erecting the pole on its foundation and/or breakaway device. Any concern of trapped moisture or potential corrosion cell shall be resolved to the satisfaction of the engineer.

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

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

*Add the following to standard spec 659.2:*

Furnish lighting control cabinets 120/240 24 – Inch with plaques sequence identification as shown in the plan and the following:

**Duplex Convenience Receptacle**

- Provide a specification grade, 15A, GFCI receptacle flush-mounted on the dead front door accessible from the front.
- Provide dedicated 15A, single-pole breaker to feed receptacle.

**Door-Activated light**

- Provide LED strip light on cabinet ceiling to illuminate inside of cabinet. Install so that front of dead front door receives some light when it is closed.
- Provide button-type light at top of exterior door opening switch that operates the light when outer door is opened / closed.
- Provide dedicated 15A, single-pole breaker to feed light.

### **30. General Requirements for Electrical Work.**

*Replace standard spec 651.3.3 (3) with the following:*

(3) Request a signal inspection of the completed signal installation to the engineer at least five working days prior to the time of the requested inspection. Notify the department's

Electrical Field Unit at (414) 266-1170 to coordinate the inspection. The department's Region Electrical personnel will perform the inspection. In the event of deficiencies, request a re-inspection when the work is corrected. The engineer will not authorize turn-on until the contractor corrects all deficiencies.

**31. Traffic Signal Face, Item 658.0103.**

*Add the following to standard spec 658.3.2:*

(3) Connect all ungrounded conductors with wire nuts in the appropriate sections of the signal heads. Connect the neutral conductors to the terminal strip. Be certain to twist wires prior to installing the wire nuts. All wire nuts must be installed facing up to prevent the entrance of water.

**32. MGS Guardrail Terminal EAT TL-2, Item SPV.0060.01.**

**A Description**

This special provision describes providing and constructing MGS Guardrail Terminal EAT TL-2 as shown on the plans and according to standard spec 614 and as hereinafter provided.

**B Materials**

Furnish 25-foot long terminal conforming to the TL-2 test standard, manufactured by one of the manufacturers on the department's approved products list.

**C Construction**

Construct the MGS Guardrail Terminal EAT TL-2 according to standard spec 614, the standard detail drawings, the manufacturer's installation instructions, and as hereinafter provided.

Construct the MGS Guardrail Terminal EAT TL-2 is a five post system utilizing posts one through five of the nine-post system shown on the standard detail drawings. Use a 25:1 taper rate to provide a one-foot offset from the edge of shoulder at the terminal if required.

**D Measurement**

The department will measure MGS Guardrail Terminal EAT TL-2 as each single 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.0060.01	MGS Guardrail Terminal EAT TL-2	EACH

Payment is full compensation for providing and installing terminal required under the selected system; for EAT reflective sheeting panels and marker posts; for setting and driving posts; and for excavating, backfilling and disposing of surplus materials.



### **33. Mitered Ends for Pipe Arch 10-FT Span, Item SPV.0060.02.**

#### **A Description**

This special provision describes cutting mitered apron end wall sections at culvert pipe locations as indicated on the plans and provided by the contract.

#### **B Materials**

Furnish and use materials that conform to standard spec 520.

#### **C Construction**

Cut the mitered end such that the mitered edges are free from oxide, burrs and ragged edges. The mitered ends shall be cut to match the proposed side slopes.

#### **D Measurement**

The department will measure Mitered Ends for Pipe Arch 10-FT Span by each individual mitered end, 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.0060.02	Mitered Ends for Pipe Arch 10-FT Span	EACH

Payment is full compensation for cutting the mitered end; and for properly disposing of surplus materials.

### **34. Pavement Marking Grooved Preformed Thermoplastic Arrows Type 1, Item SPV.0060.03; Arrows Type 2, Item SPV.0060.04; Arrows Type 2R, Item SPV.0060.05; Arrows Type 3, Item SPV.0060.06; Arrows Type 3R, Item SPV.0060.07; Words, Item SPV.0060.08; Yield Line 18-Inch, Item SPV.0060.09; Crosswalk 24-Inch, Item SPV.0090.06; Stop Bar 18-Inch, SPV.0090.07; 8-Inch, Item SPV.0090.08.**

#### **A Description**

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

#### **B Materials**

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

## **C Construction**

### **C.1 General**

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

Plane the grooved lines according 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 deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

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

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

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

Position the groove edge according to the plan details.

#### **C.4.1 Linear Marking**

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

#### **C.4.2 Special Marking**

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

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

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

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 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 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.

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

### **C.6 Preformed Thermoplastic Application**

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

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

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

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

### **D Measurement**

The department will measure Pavement Marking Grooved Preformed Thermoplastic (Type) by each unit, acceptably placed, or 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
SPV.0060.03	Pavement Marking Grooved Preformed Thermoplastic Arrows Type 1	Each
SPV.0060.04	Pavement Marking Grooved Preformed Thermoplastic Arrows Type 2	Each
SPV.0060.05	Pavement Marking Grooved Preformed Thermoplastic Arrows Type 2R	Each
SPV.0060.06	Pavement Marking Grooved Preformed Thermoplastic Arrows Type 3	Each
SPV.0060.07	Pavement Marking Grooved Preformed Thermoplastic Arrows Type 3R	Each
SPV.0060.08	Pavement Marking Grooved Preformed Thermoplastic Words	Each
SPV.0060.09	Pavement Marking Grooved Preformed Thermoplastic Yield Line 18-Inch	Each
SPV.0090.06	Pavement Marking Grooved Preformed Thermoplastic Crosswalk 24-Inch	LF

SPV.0090.07	Pavement Marking Grooved Preformed Thermoplastic Stop Bar 18-Inch	LF
SPV.0090.08	Pavement Marking Grooved Preformed Thermoplastic 8-Inch	LF

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

### **35. Section Corner Monuments Special, Item SPV.0060.10.**

#### **A Description**

Coordinate with Southeastern Wisconsin Regional Planning Commission (SEWRPC) and the Washington County Surveyor for the perpetuation and replacement of a section corner (Public Land Survey System- PLSS) monument.

#### **B Materials**

SEWRPC or the Washington County Surveyor will provide a pre-cast concrete monument or brass disk to be used to mark the PLSS corner.

Furnish base aggregate dense materials that conform to standard spec 305 and possibly concrete depending on the road surface.

#### **C Construction**

SEWRPC or the Washington county Surveyor will perpetuate existing section corner monument. The engineer will contact SEWRPC at (262) 953-4295 and Washington County Surveyor, Scott Schmidt at (262) 335-6881 two weeks before starting construction operations or before the preconstruction meeting to allow for section corner perpetuation. Contractor must excavate and completely remove the existing monument. Contractor is responsible for providing a backfilled 3 to 4 foot deep hole where existing monument was removed. If roadway surface is concrete, contractor will be responsible to provide either a 2 foot by 2 foot "box out" or 24" inch diameter core hole to facilitate setting the new monument. The contractor is responsible to coordinate with SEWRPC, Washington County and the WisDOT Project Manager throughout the perpetuation and replacement process.

#### **Contact Information:**

Attn: John Washburn  
Southeastern Wisconsin Regional Planning Commission  
W239 N1812 Rockwood Drive  
P.O. Box 1607  
Waukesha, WI 53187-1607  
Phone (262) 953-4295  
Fax (262) 547-1103  
E-mail: [jwashburn@sewrpc.org](mailto:jwashburn@sewrpc.org)

Washington County Engineer/Surveyor  
Scott M. Schmidt, PE, RLS  
Washington County Public Agency Center (PAC)  
333 East Washington St, Suite 2300  
P.O. Box 2003  
West Bend, WI 53095-2003  
Phone: (262) 335-6881  
Fax: (262) 335-4171  
Email: [scott.schmidt@co.washington.wi.us](mailto:scott.schmidt@co.washington.wi.us)

**D Measurement**

The department will measure Section Corner Monuments Special by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Section Corner Monuments Special	Each

Payment is full compensation for furnishing all excavating; removal of existing monument, for placing and compacting backfill material; for disposing of surplus materials; for concrete or asphalt material, finishing of roadway surface, for furnishing all coordination with SEWRPC and the Washington County Surveyor.  
621-SER1 (20080714)

**36. Adjusting Manhole Covers Special, Item SPV.0060.11.**

**A Description**

This special provision describes raising manhole covers located in the travelled lanes to final elevation.

**B Materials**

Furnish asphaltic material that is according to the pertinent requirements of standard spec 460 Hot Mix Asphalt Pavement. Furnish backfill slurry consisting of aggregates that conform to standard spec 501 for Grade A Concrete. Weigh aggregate at a batch plant suitable for batching concrete masonry. Mix and deliver to the project site using a truck mixer. Add enough water to enable the mixture to flow readily.

**C Construction**

Remove cover plate temporary and lower layer of asphaltic material to the designated saw cut. Set casting with shims to the cross slope and place backfill slurry to gravel grade. Place lower layer material to the plan thickness.

**D Measurement**

The department will measure Adjusting Manhole Covers Special 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.0060.11	Adjusting Manhole Covers Special	EACH

Payment is full compensation for removing the lower lift of asphalt; providing and placing backfill slurry; placing binder material to gravel grade; and for furnishing all other incidentals. Sawing asphalt, temporary cover plate, adjustment rings, and back plastering the shim area are paid under their respective items.

**37. Construction Staking Miscellaneous, Item SPV.0075.01.****A Description**

This special provision describes miscellaneous construction survey work, including the furnishing and setting of construction stakes or pins. This work shall be performed as directed by the engineer. This work is independent of other construction staking items in the contract.

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

Benchmark data, grades, and alignment shall be obtained or calculated from data in the plan. The engineer will furnish horizontal alignment ties.

Methods of survey and staking shall be approved by the engineer prior to beginning the work. The degree of accuracy used in the survey work shall be consistent with third order, Class II.

Construction stakes shall be placed at locations as directed by the engineer in the field.

Maintain neat, orderly, and complete survey notes and computations in establishing the lines and grades. The survey notes and computations shall be made available to the engineer as the work progresses.

**D Measurement**

The department will measure Construction Staking Miscellaneous by each hour or portion thereof that the contractor survey crew spends on this work. Prior to setting stakes as directed by the engineer, the contractor and engineer shall agree to have such work measured and paid for under this item. At the end of each day in which the item is used, the contractor shall submit a summary, in writing, of each task performed, along with the associated time, to the engineer for approval and agreement.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.01	Construction Staking Miscellaneous	HR

Payment is full compensation for survey and computation work necessary to locate and set all miscellaneous stakes as directed by the engineer; and for all stakes, lath.

### **38. Ditching, Shaping, and Finishing, Item SPV.0090.01.**

#### **A Description**

This special provision describes all excavating, filling, grading, shaping and finishing necessary at locations, according to the standard specifications, and in reasonably close conformity with the lines, grades, thicknesses and typical cross sections shown on the plans or directed by the engineer.

#### **B Materials**

All surplus and unsuitable material shall be disposed of according to standard spec 205.

#### **C Construction**

All work and material shall be according to the pertinent sections of the standard specifications. Drainage ditches shall be constructed with a minimum slope of .005 foot per foot.

#### **D Measurement**

The department will measure Ditching, Shaping, and Finishing in length by the linear foot along the flow line at each ditch, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Ditching, Shaping, and Finishing	LF

Payment is full compensation for furnishing all excavation, grading, shaping and compacting; for furnishing and placing fill; and for disposing of excess or unsuitable material.

### **39. Concrete Curb and Gutter 6-Inch Sloped 24-Inch Type D, Item SPV.0090.02.**

#### **A Description**

This special provision describes constructing Concrete Curb and Gutter 6-Inch Sloped 24-Inch Type D as shown on the plans, according to standard spec 601, as directed by the engineer and as hereinafter provided.

**B Materials**

Furnish joint filler conforming to standard spec 415.2.3.

Provide grade A, A-2, A-FA, A-S, A-T, A-IS, or A-IP concrete conforming to standard spec 501 as modified in standard spec 716.

Concrete shall be class II ancillary as stated in standard spec 716.

**C Construction**

Construction shall be according to the construction details, plan details, and standard spec 601.

**D Measurement**

The department will measure Concrete Curb and Gutter 6-Inch Sloped 24-Inch Type D in length by linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Concrete Curb and Gutter 6-Inch Sloped 24-Inch Type D	LF

Payment is full compensation for furnishing all foundation preparation; all special construction required at driveway and alley entrances, or curb ramps; for providing all materials, including concrete, expansion joints; for placing, finishing, protection, and curing; for sawing joints; and for disposing of surplus excavation material, and restoring the work site. Payment also included 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.

**40. Fence Chain Link Vinyl Coated 4-Ft, Item SPV.0090.03.****A Description**

This special provision describes furnishing and installing new black vinyl clad chain link fencing according to standard spec 616, as directed by the engineer and as hereinafter provided.

**B Materials**

Conform to standard spec 616.2 and as herein after provided.

Provide chain link fence with a bonded polyvinyl chloride (PVC) coating and conforming to AASHTO M181 type IV, class B. Provide fabric woven of 9-gage wire in 2-inch diamond pattern mesh with both the top and bottom selvages knuckled. Also provide PVC-coated ties and tension bars conforming to AASHTO M181. Ensure that the color of all fencing components is black.



### **C Construction**

Install chain link fence fabric conforming to standard spec 616.3.3.3 and the plan details. Touch up painted framework surfaces marred by fencing installation.

### **D Measurement**

The department will measure Fence Chain Link Vinyl Coated 4-Ft. by the linear foot, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Fence Chain Link Vinyl Coated 4-Ft	LF

Payment is full compensation for clearing and grubbing the fence line; for excavating; for transporting, setting posts including placing concrete, for erecting and tensioning all fencing components; for installing grounds; for painting the framework, including touch up; for removing and disposing all debris, and for access excavation and surplus materials.

## **41. Pavement Marking Grooved Preformed Plastic Tape 4-Inch, Item SPV.0090.04; 8-Inch, Item SPV0090.05.**

### **A Description**

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

### **B Materials**

Furnish grooved preformed plastic pavement marking tape and adhesive material, if required, from the department's approved products list.

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

### **C Construction**

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

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

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

## **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. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

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

Cut the groove 1 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 water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the adhesive, and placement of the pavement marking. Use a high-pressure air blower with at least 185 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 5 or more days after paving.

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

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, apply an adhesive with lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:**

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

Use any adhesive from the preformed plastic approved products list in the remainder counties and for the remainder of the year.

The adhesive must be dry (feels tacky but is no longer in liquid form) and have a matte finish rather than a glossy wet appearance.

Tamp the pavement marking tape with a tamper cart roller cut to fit the groove. Tamp three complete cycles with grooved modified equipment.

#### **D Measurement**

The department will measure Pavement Marking Grooved Preformed Plastic Tape (Width) 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
SPV.0090.04	Pavement Marking Grooved Preformed Plastic Tape 4-Inch	LF
SPV.0090.05	Pavement marking Grooved Preformed Plastic Tape 8-Inch	LF

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

#### **42. Concrete Curb and Gutter 30-Inch Type D HES, Item SPV.0090.09.**

Construct the concrete curb and gutter conforming to standard spec 601 and the plan details.

Provide high early strength concrete for Concrete Curb and Gutter 30-Inch Type D conforming to standard spec 501.

#### **43. Concrete Curb and Gutter 4-Inch Sloped 36-Inch Type T HES, Item SPV.0090.10.**

Construct the concrete curb and gutter conforming to standard spec 601 and the plan details.

Provide high early strength concrete for Concrete Curb and Gutter 4-Inch Sloped 36-Inch Type T conforming to standard spec 501.

#### **44. Lighting System Integrator, Item SPV. 0105.01.**

##### **A Description**

This special provision describes coordinating freeway lighting with various parties; record keeping, and documentation. Where the department is responsible for freeway lighting operation, maintenance, or utility locates on existing systems or systems overlapping project boundaries, the contractor's freeway lighting integrator will serve as the contractor's liaison to the department's electrical operations unit.

##### **B Personnel Qualifications**

Assign personnel experienced in underground utility construction and department freeway lighting specifications and practices.

##### **C Construction**

At any one time during the project, the contractor shall assign one individual person as the freeway lighting integrator.

The freeway lighting integrator shall:

1. Familiarize their selves with the location and nature of existing lighting circuits. This familiarity shall include the extent of any lighting system that overlaps project limits.
2. Maintain a file of applicable permits or licenses issued to the contractor, and convey copies to the engineer.
3. Keep with them at all times a contact list of affected lighting personnel.
4. Maintain a record of tagouts and the clearance of tagouts.
5. Interface with department electrical personnel to determine how contract limits might affect maintenance or operation of existing systems.
6. Maintain ongoing contact with the department's Diggers' Hotline coordinator to ensure that each of the two persons knows that all requested utility locates are marked in the field by the appropriate party. The intent here is to assure coordination. This special provision does not transfer additional utility locating responsibilities to the contractor, beyond those responsibilities already assigned to them by other provisions of the contract.
7. Inform the department of any lighting outages, including outside the project limits, where a lighting system crosses the project boundary.
8. Maintain real-time records of existing, removed and new lighting facilities. Include utility service extensions. Additional required records will include temporary connections and their ultimate removal. Contact SE Region Lighting Engineer for record formatting.
9. Maintain records of tests, including: "meg" tests, amperage draw per circuit leg, voltage reading at disconnect, and voltage reading at the furthest pole per circuit leg. Convey these records at time of acceptance or partial acceptance.

10. At the time of acceptance or partial acceptance, convey as-built drawings in both the following formats: plan redlines and .dgn and/or .PDF electronic as directed by the engineer. Include utility service extensions.
11. Secure copies of operator's manuals, tear sheets, and other literature as may be provided by manufacturers of some lighting materials, and convey a minimum of three sets to the department.
12. Work with the engineer to notify department electrical personnel of acceptance or partial acceptance.
13. Perform related duties as may be needed to ensure continuity of freeway lighting during construction, and orderly transfer upon completion.
14. Contractor must use GPS to provide longitude and latitudes coordinates of each light pole, pull box and control cabinet. The data must be entered into a Microsoft Excel 2007 (or newer version) spreadsheet along with other required fields as specified by WisDOT.

Complete WisDOT provided excel lighting distribution center record and return to SE Region Lighting Engineer once completed. Please contact SE Region Lighting Engineer for excel lighting distribution center record template.

#### **D Measurement**

The department will measure Lighting System Integrator as a single complete lump sum unit of work, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Lighting System Integrator	LS

Payment will be full compensation for personnel costs; and for all required coordination, record-keeping, and documentation.

### **45. Lighting System Survey, Item SPV.0105.02.**

#### **A Description**

These special provisions describe performing lighting system survey using Global Position System (GPS).

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

#### **C Construction**

Locate and survey using GPS all the lighting units, Pull boxes and control cabinets. Maintain neat, orderly, and complete survey notes. Enter the Latitude and Longitude Coordinates into a Microsoft Excel 2007 (or newer version) spreadsheet along with other required fields as specified by WisDOT and convey these records at time of acceptance or partial acceptance to the regional lighting engineer.

**D Measurement**

The department will measure Lighting System Survey for all lighting units and control cabinets as a single lump sum unit of work, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Lighting System Survey	LS

Payment will be full compensation for locating and surveying all the lighting units and control cabinets.

**46. Transport and Install State Furnish Flasher Control Box, STH 175 and Pioneer Rd, Item SPV.0105.03.**

**A Description**

This special provision describes the transporting and installing of the state furnished flasher control box.

**B Materials**

Use materials furnished by the department including: the traffic signal flasher control box and associated equipment.

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials five (5) working days prior to picking up the materials.

Provide all other needed materials in conformance with standard specs 651.2, 652.2, 653.2, 654.2, 655.2, 656.2, 657.2, 658.2 and 659.2.

**C Construction**

Perform work according to standard spec 651.3, 652.3, 653.3, 654.3, 655.3, 656.3, 657.3, 658.3 and 659.3 except as specified below.

Install the flasher control box on the traffic signal pole indicated in the plans per the manufacturer's specifications. Connect all cabling and wiring required to activate the flasher.

Request an inspection of the completed installation to the engineer at least five working days prior to the time of the requested inspection. The department's Region Electrical personnel will perform the inspection.

**D Measurement**

The department will measure Transport and Install State Furnish Flasher Control Box, STH 175 and Pioneer Rd as a single lump sum unit of work in place and accepted.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Transport and Install State Furnish Flasher Control Box, STH 175 and Pioneer Rd	LS

Payment is full compensation for transporting and installing Flasher Control Box; for furnishing and installing all other items necessary (such as, wire nuts, splice kits and/or connectors, tape, insulating varnish, ground lug fasteners, etc.) to make the proposed system complete from the source of supply to the most remote unit; and for clean-up and waste disposal.

## **47. Remove Traffic Signals STH 175 and Pioneer Road, Item SPV.0105.04; STH 175 and Lannon Road, Item SPV.0105.05.**

### **A Description**

This special provision describes removing existing traffic signals at the intersections of STH 175 and Pioneer Road and STH 175 and Lannon Road, according to the pertinent provisions of standard spec 204 and as hereinafter provided. Specific removal items are noted in the plans.

### **B (Vacant)**

### **C Construction**

Arrange for the de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

Notify the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

The department assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any equipment not identified as damaged or not working, prior to removal, will be replaced by the contractor at no cost to the department.

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. Ensure that all access hand hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the state right-of-way. Deliver the remaining materials to the West Allis Electrical Service Facility at 935 South 60<sup>th</sup> Street, West Allis, Milwaukee County. Contact the

department's Electrical Field Unit at (414) 266-1170 at least five working days prior to delivery to make arrangements.

Department forces will remove the signal cabinet from the footing. The signal cabinet and associated signal cabinet equipment will be removed from the site by department forces and will remain the property of the department.

**D Measurement**

The department will measure Remove Traffic Signals (Location) as a single lump sum unit of work for each intersection, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.04	Remove Traffic Signals, STH 175 and Pioneer Road	LS
SPV.0105.05	Remove Traffic Signals, STH 175 and Lannon Road	LS

Payment is full compensation for removing, disassembling traffic signals, scrapping of some materials, disposing of scrap material, for delivering the requested materials to the department, and incidentals necessary to complete the contract work.

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**48. Remove Loop Detector Wire and Lead-in Cable, STH 175 and Lannon Road, Item SPV.0105.06.**

**A Description**

This special provision describes removing loop detector wire and lead-in cable at STH 175 and Lannon Rd. Removal will be according to standard spec 204, as shown in the plans, and as hereinafter provided.

**B (Vacant)**

**C Construction**

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

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

**D Measurement**

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



**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.06	Remove Loop Detector Wire and Lead in Cable, STH 175 and Lannon Road	LS

Payment is full compensation for removing, scrapping, and disposing of material and incidentals necessary to complete the contract work.

**49. Temporary Water Diversion – Willow Creek, Item SPV.0105.07.****A Description**

This special provision describes diverting Willow Creek stream flow during the construction of C-66-0106.

**B Materials**

Furnish sheet piling, temporary culvert pipes, polyethylene sheeting, turbidity barrier and sand bags, or any other material subject to engineer and DNR approval prior to use in order to temporarily divert stream flow.

**C Construction**

Divert the stream flow while placing the new box culvert. All methods of diversion are subject to engineer and DNR approval prior to use. The temporary water diversion may consist of culvert pipes, open trench lined with polyethylene sheeting, or a combination thereof. The temporary water diversion provided must be adequate to handle the flow required for a 2-year recurrence interval stream discharge. The 2-year recurrence interval stream discharge is as follows:

Willow Creek: 101 cubic feet per second

Provide a thorough description (narrative/plans/details/etc.) of how the diversion will be completed in the Erosion Control Implementation Plan (ECIP).

**D Measurement**

The department will measure Temporary Water Diversion – Willow Creek as a single complete lump sum unit of work, completed according to the contract and accepted.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.07	Temporary Water Diversion – Willow Creek	LS

Payment is full compensation for providing and installing temporary diversion; providing and installing materials to divert flow to the temporary diversion; providing, installing, and removing sheet piling, if required, to divert water; maintaining and removing all materials used in the diversion and excavation, if required, to divert water.

**50. Temporary Water Diversion – Little Cedar Creek, Item SPV.0105.08.**

**A Description**

This special provision describes diverting Little Cedar Creek stream flow during the construction of the 58" x 91" reinforced concrete culvert pipe.

**B Materials**

Temporary culvert pipes, polyethylene sheeting, turbidity barrier and sand bags, or any other material subject to engineer and DNR approval prior to use in order to temporarily divert stream flow.

**C Construction**

Divert the stream flow while placing the new box culvert. All methods of diversion are subject to engineer and DNR approval prior to use. The temporary water diversion may consist of culvert pipes, open trench lined with polyethylene sheeting, bypass pumping, or a combination thereof. The temporary water diversion provided must be adequate to handle the flow required for a 2-year recurrence interval stream discharge. The 2-year recurrence interval stream discharge is as follows:

Little Cedar Creek: 62 cubic feet per second

Provide a thorough description (narrative/plans/details/etc.) of how the diversion will be completed in the Erosion Control Implementation Plan (ECIP).

**D Measurement**

The department will measure Temporary Water Diversion - Little Cedar Creek as a single complete lump sum unit of work, completed according to the contract and accepted.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.08	Temporary Water Diversion – Little Cedar Creek	LS

Payment is full compensation for providing and installing temporary diversion; providing and installing materials to divert flow to the temporary pipe; providing, installing, and removing bypass pumping systems; maintaining and removing all materials used in the diversion and excavation, if required, to divert water.

## **51. Wall Modular Block Gravity LRFD, Item SPV.0165.01.**

### **A Description**

This special provision describes designing, furnishing materials, and erecting a permanent earth retention system according to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years.

### **B Materials**

#### **B.1 Proprietary Modular Block Gravity Wall Systems**

The supplied wall system must be from the department's approved list of modular block gravity wall systems.

Proprietary wall systems may be used for this work, but must conform to the requirements of this specification and be pre-approved by the departments' Bureau of Structures, Structures Design Section. The department maintains a list of pre-approved systems of retaining walls. To be eligible for use on this project, a system must have been pre-approved and added to that list prior to the bid opening date. The name of the companies supplying pre-approved material shall be furnished within 25 days after the award of contract.

Applications for pre-approval may be submitted at any time. Applications must be prepared according to the requirements of chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Structures Design Section in Room 601 of the Hill Farms State Transportation Building in Madison or by calling (608) 266-8494.

#### **B.2 Design Requirements**

It is the responsibility of the contractor to supply a design and supporting documentation as required by this special provision for review by the department to show that the proposed wall design is in compliance with the design specifications. The following shall be submitted to the engineer for review and acceptance no later than 21 days before wall construction will begin.

The design/shop plans shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the project identification number and structure number. Design calculations and notes shall be on 8½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans and calculations shall be signed, sealed, and dated by a professional engineer licensed in the State of Wisconsin.

The wall shall be designed for the heights shown on the plans. The design shall be in compliance with the *AASHTO LRFD Design Specifications 5th Edition 2010* (AASHTO LRFD) with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current *Standard Specifications for Highway and Structure Construction* (Standard Specifications), Chapter 14 of the WisDOT LRFD Bridge Manual and standard

design procedures as determined by the department. Loads, load combinations and load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined according to Table 11.5.6-1 in AASHTO LRFD.

The design must include analyses at critical sections that clearly show the Capacity Demand Ratio (CDR) for sliding, eccentricity, and bearing check. Internal stability shall also be considered at each block level. The design shall include an overburden surcharge of 100 psf according to Chapter 14 of the WisDOT LRFD Bridge Manual or as shown on the plans. The width of the modular block from front face to back face of the wall shall be included in the design computations and shown on the wall shop drawings. The minimum embedment to the bottom of the modular block shall be 1 foot 6 inches, or as specified in the plan.

Submit the following to the engineer for review: complete design calculations, explanatory notes, supporting materials, specifications, and detailed plans and shop drawings for the proposed wall system. Sample analyses and hand output shall be submitted to verify the output by the software. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal stabilities as defined in AASHTO LRFD.

The wall submittal package shall be submitted electronically to the engineer and Structures Design Section. Submit all required information no later than 30 days prior to beginning construction of the wall. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls.

### **B.3 Wall System Components**

Materials furnished under this contract shall conform to the requirements of this specification. All certifications related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

#### **B.3.1 Backfill**

Wall Backfill, Type A, shall comply with the requirements for coarse aggregate No. 1 as given in standard spec 501.2.5.4. All backfill placed within a zone from the base of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

A layer of Geotextile Fabric Type “DF” (Schedule B) shall be placed vertically between the retained soil and the Type A backfill. The geotextile fabric shall extend from the top of the leveling pad to 6 inches below the surface of the retained soil. The geotextile shall then wrap across the top of the Type A backfill to the back of the block wall facing.

#### **B.3.2 Wall Facing**

Provide wall facing units that consist of precast modular concrete blocks. All units shall incorporate a mechanism or devices that will develop a mechanical connection between vertical block layers. Units that are cracked, chipped or have other imperfections according to ASTM C1372 or excessive efflorescence shall not be used within the wall. A single block

type and style shall be used throughout each wall. The color and surface texture of the block shall be tan or sandstone with a split face.

The top course of facing units shall be a solid precast concrete unit designed to be compatible with the remainder of the wall unless a cast-in-place concrete cap is shown on the plans. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material. A formed cast-in-place concrete cap may also be used to finish the wall. A cap of this type shall be designed to have color and an appearance that complements the remainder of the wall. Concrete for all cast-in-place caps shall be Grade A and shall conform to the requirements of standard spec 501. Reinforcement steel shall have a yield of stress of 60 ksi. The vertical dimension of the cap shall not be less than 3½ inches. Expansion joints shall be placed in the cap to correspond with each 24-inch change in vertical wall height and at maximum spacing of 10 feet.

Block dimensions may vary no more than ±1/8 inch from the standard values published by the manufacturer, according to ASTM C1372. Blocks must have a minimum depth (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portion of the block is 1.75 inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

Cementitious materials and aggregates for modular blocks shall conform to the requirements of ASTM C1372 section 4.1 and 4.2. Modular blocks shall meet the following requirements:

Test	Method	Requirement
Compressive Strength (psi)	ASTM C140	5000 min.
Water Absorption (%)	ASTM C140	6 max.
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262 <sup>(1)</sup>	1.0 max. <sup>(2)</sup> 1.5 max. <sup>(2)</sup>

<sup>(1)</sup> Test shall be run using a 3% saline solution.

<sup>(2)</sup> Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable

All blocks shall be certified as to strength, absorption, and freeze-thaw requirements unless, due to contract changes after letting, certified blocks are not available when required. At the time of delivery of the certified blocks, furnish the engineer a certified test report from a department-approved independent testing laboratory for each lot of modular blocks. The certified test report shall clearly identify the firm conducting the sampling and testing, the type of block, the date sampled, name of the person conducting the sampling, the represented lot, the number of blocks in the lot, and the specific test results for each of the stated requirements of this specification. A lot shall not exceed 5000 blocks or fraction thereof produced in day. The certified test results will represent all blocks within the lot. Each pallet

of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at the contractor's expense.

A department-approved independent testing laboratory shall control and conduct all modular block sampling and testing for certification. Prior to sampling, the manufacturer's representative shall identify all pallets of modular blocks contained in each lot. All pallets of blocks within the lot shall be numbered and marked to facilitate random sample selection. The representative of the independent testing laboratory shall identify five pallets of blocks by random numbers and shall then select one block from each of these pallets. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. The contractor shall remove all rejected blocks from the project at no expense to the department.

The department may conduct testing of certified or non-certified modular blocks lots delivered to the project. The department will not conduct freeze-thaw testing on blocks less than 45 days old. If a random sample of five blocks of any lot tested by the department fails to meet any of the requirements of this specification (nonconforming), the contractor shall remove from the project site all blocks from the failed lot that have not been installed in the finished work at no cost to the department, unless the engineer allows otherwise. Nonconforming blocks installed in the finished work will be considered approved by the department as stated in standard spec 106.5(2) and any adjustment to the contract price will not exceed the price of the blocks charged by the supplier.

### **B.3.3 Leveling Pad**

The leveling pad shall step to follow the general slope of the ground line. The leveling pad steps shall keep the bottom of the wall below the minimum embedment. Additional embedment that is greater than the minimum embedment will not be measured for payment. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

Provide a wall leveling pad that consists of poured concrete masonry, Grade A, A-FA, A-S, A-T, A-IS, or A-IP concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard specification.

The concrete leveling pad shall be 6 inches deep. The leveling pad shall be as wide as the proposed blocks plus six inches, with 6 inches of the leveling pad extending beyond the front face of the blocks. A concrete leveling pad shall be provided in following scenarios:

- a. When the wall height measured from the top of the leveling pad to the top of the wall exceeds 5 feet at any point along the entire wall length.
- b. A structure number has been assigned (such as R-XX-XXX), regardless of wall height.

Additionally, for walls that are less than or equal to 5 feet in height and do not have a wall number assigned to them, a compacted 1 foot (minimum) deep leveling pad made from base aggregate dense 1¼-inch in conformance with standard spec 305, may be used. The aggregate leveling pad shall be as wide as the blocks plus 12 inches, and the modular blocks shall be centered on the leveling pad.

## **C Construction**

### **C.1 General**

Construct the modular block gravity wall according to the manufacturer's instructions, at the locations and to the dimensions shown on the plan and as directed by the engineer. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back face of the wall.

Place materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth. Backfilling shall closely follow erection of each course of wall facing units.

Compact each layer of wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units. At no expense to the department, correct any such damage or misalignment as directed by the engineer.

Do not operate tracked or wheeled equipment within 3 feet of the back face of the blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

After construction of the wall, restore the surrounding area located above and below all precast block retaining wall sites to its original condition and to the finished details on the plans.

### **C.2 Geotechnical Information**

Geotechnical data to be used in the design of the wall is given on the wall plan. After completion of excavation, notify the department and allow two days for the Regional Soils Engineer to review the foundation.

## **D Measurement**

The department will measure Wall Modular Block Gravity LRFD in area by the square foot, acceptably completed, measured as the vertical area within the pay limits the contract plans show. No other measurement of quantities shall be made in the field unless the engineer directs in writing a change to the limits indicated on the contract plans.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Wall Modular Block Gravity LRFD	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of surplus materials; supplying all necessary wall components to produce a functional system including cap and copings; constructing the retaining system and wall drainage system; providing backfill, backfilling, and compacting the backfill; and furnishing and installing geotextile fabric. Parapets, railings, and other items above the wall cap or coping will be paid for separately.

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price of topsoil, fertilizer, seeding or sodding and mulch, respectively.

**52. Prepare Foundation for Asphaltic Shoulders Special, Item SPV.0170.01.****A Description**

This special provision describes all excavating, filling, grading, shaping and finishing necessary to widen the existing shoulders, in accordance with the standard spec 211, and in reasonably close conformity with the lines, grades, thicknesses and plan details shown on the plans or directed by the engineer.

**B Materials**

Use suitable material for fill in accordance with standard spec 207.2.

**C Construction**

Construction shall conform to pertinent requirements of standard spec 211.3 and in accordance with the plan details. Fill shall be placed in accordance to standard spec 207.3.1 and 207.3.2, and as hereinafter provided. Compaction requirements shall conform to standard spec 207.3.6.1 and 207.3.6.2.

**D Measurement**

The department will measure Prepare Foundation for Asphaltic Shoulders Special by the station, measured along each side of the traveled way.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0170.01	Prepare Foundation for Asphaltic Shoulders Special	STA



Payment for Prepare Foundation for Asphaltic Shoulders Special is full compensation for excavating, filling, grading, shaping, finishing and disposing of surplus material. Water for compaction and dust control will be paid separately under standard spec 624.5.

- 53. HMA Pavement 3 LT 58-28 S 3.0% Va Regression Special, Item SPV.0195.01; 4 LT 58-28 S 3.0% Va Regression Special, Item SPV.0195.02; 3 MT 58-28 S 3.0% Va Regression Special, Item SPV.0195.03; 4 MT 58-28 S 3.0% Va Regression Special, Item SPV.0195.04.**

#### **A Description**

This special provision describes providing HMA pavement including the binder under a combined bid item along with air void regression as described here within.

Define gradations, traffic levels, and asphaltic binder designation levels as follows:

<u>GRADATIONS (NMAS)</u>		<u>TRAFFIC VOLUME</u>		<u>DESIGNATION LEVEL</u>
1	37.5 mm	LT	Low	S Standard
2	25.0 mm	MT	Medium	H Heavy
3	19.0 mm	HT	High	V Very Heavy
4	12.5 mm			E Extremely Heavy
5	9.5 mm			
6	4.75 mm			

Construct HMA pavement of the type the bid item indicates encoded as follows:



Conform to standard spec 460 as modified in this special provision.

#### **B Materials**

*Add the following to standard spec 460.2:*

Design mixtures conforming to tables 460-1 and 460-2 to 4.0% air voids to establish the aggregate structure.

Determine the target JMF Asphalt Binder content for production from the mix design data corresponding to 3.0% air voids (97% Gmm) target at Ndes. The air voids at the design number of gyrations, (Ndes) shall be achieved by the addition of liquid asphalt meeting the contract specifications.

Production shall conform to VMA and Dust to Binder Ratio requirements of table 460-1 and 460-2.

Replace standard spec table 460-1 with the following to change the footnotes to refer to LT and MT mixes instead of E-0.3 and E-3 mixes:

**TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS**

SIEVE	PERCENTS PASSING DESIGNATED SIEVES						
	NOMINAL SIZE						
	37.5 mm (#1)	25.0 mm (#2)	19.0 mm (#3)	12.5 mm (#4)	9.5 mm (#5)	SMA 12.5 mm (#4)	SMA 9.5 mm (#5)
50.0-mm	100						
37.5-mm	90 – 100	100					
25.0-mm	90 max	90 -100	100				
19.0-mm	_____	90 max	90 -100	100		100	
12.5-mm	_____	_____	90 max	90 -100	100	90 - 97	100
9.5-mm	_____	_____	_____	90 max	90 -100	58 - 72	90 - 100
4.75-mm	_____	_____	_____	_____	90 max	25 - 35	35 - 45
2.36-mm	15 – 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28
75-μm	0 – 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0
% MINIMUM VMA	11.0	12.0	13.0	14.0 <sup>[1]</sup>	15.0 <sup>[2]</sup>	16.0	17.0

<sup>[1]</sup> 14.5 for LT and MT mixes

<sup>[2]</sup> 15.5 for LT and MT mixes

Replace standard spec table 460-2 with the following to switch from E mixes to LT, MT, and HT mixes; and change the tensile strength ratio requirements to 0.75 without antistripping additive and 0.80 with antistripping additive:

**TABLE 460-2 MIXTURE REQUIREMENTS**

Mixture type	LT	MT	HT	SMA
ESALs x 106 (20 yr design life)	<2.0	2 - <8	>8	> 5 mil
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM 5821) (one face/2 face, % by count)	65/ _____	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	43	45	45

Mixture type	LT	MT	HT	SMA
Sand Equivalency (AASHTO T176, min)	40	40	45	50
Gyratory Compaction				
Gyrations for Nini	6	7	8	8
Gyrations for Ndes	40	75	100	65
Gyrations for Nmax	60	115	160	160
Air Voids, %Va (%Gmm Ndes)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% Gmm Nini	<= 91.5 <sup>[1]</sup>	<= 89.0 <sup>[1]</sup>	<= 89.0	—
% Gmm Nmax	<= 98.0	<= 98.0	<= 98.0	—
Dust to Binder Ratio <sup>[2]</sup> (% passing 0.075/Pbe)	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[4] [5]</sup>	65 - 75 <sup>[3] [4]</sup>	65 - 75 <sup>[3] [4]</sup>	70 - 80
Tensile Strength Ratio (TSR) (ASTM 4867)				
no antistripping additive	0.75	0.75	0.75	0.75
with antistripping additive	0.80	0.80	0.80	0.80
Draindown at Production Temperature (%)	—	—	—	0.30

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

<sup>[2]</sup> For a gradation that passes below the boundaries of the caution zone (ref. AASHTO MP3), the dust to binder ratio limits are 0.6 - 1.6.

<sup>[3]</sup> For #5 (9.5mm) and #4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76%.

<sup>[4]</sup> For #2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67%.

<sup>[5]</sup> For #1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67%.

*Replace standard spec 460.2.8.2.1.7 paragraph six with the following to base payment adjustment on the combined bid item unit price:*

- (6) The department will reduce payment for nonconforming QMP HMA mixtures, starting from the stop point to the point when the running average is back inside the warning limits, as follows:

**PAYMENT FOR MIXTURE<sup>[1] [2]</sup>**

ITEM	PRODUCED WITHIN WARNING BANDS	PRODUCED OUTSIDE JMF LIMITS
Gradation	90%	75%
Asphalt Content	85%	75%
Air Voids	70%	50%
VMA	90%	75%

<sup>[1]</sup> For projects or plants where the total production of each mixture design requires less than 4 tests refer to CMM 8-36.

<sup>[2]</sup> Payment is in percent of the contract unit price for the HMA Pavement bid item. The department will reduce pay based on the nonconforming property with lowest percent pay. The department will administer pay reduction under the Nonconforming QMP HMA Mixture administrative item.

*Replace standard spec 465.2 with the following:*

(1) Under the Asphaltic Surface, Asphaltic Surface Detours, and Asphaltic Surface Patching bid items; submit a mix design. Furnish asphaltic mixture meeting the requirements specified for either type LT or MT mix under standard spec 460.2; except the engineer will not require the contractor to conform to the quality management program specified under standard spec 460.2.8.

(2) Under the other 465 bid items, the contractor need not submit a mix design. Furnish aggregates mixed with a type AC asphaltic material. Use coarse and fine mineral aggregates uniformly coated and mixed with the asphaltic material in an engineer-approved mixing plant. The contractor may include reclaimed asphaltic pavement materials in the mixture.

### **C Construction**

*Replace standard spec table 460-3 with the following to switch from E mixes to LT, MT, and HT mixes and to increase field density requirements by 1.5% when operating under this HMA Pavement 3.0% Va Regression SPV:*

**TABLE 460-3 MINIMUM REQUIRED DENSITY<sup>[1]</sup>**

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		LT AND MT	HT	SMA <sup>[5]</sup>
TRAFFIC LANES <sup>[2]</sup>	LOWER	93.0 <sup>[3]</sup>	93.5 <sup>[4]</sup>	_____
	UPPER	93.0	93.5	_____
SIDE ROADS, CROSSOVERS, TURN LANES, & RAMPS	LOWER	93.0 <sup>[3]</sup>	93.5 <sup>[4]</sup>	_____
	UPPER	93.0	93.5	_____
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	_____
	UPPER	92.0	92.0	_____

<sup>[1]</sup> The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer may investigate the acceptability of that material.

<sup>[2]</sup> Includes parking lanes as determined by the engineer.

<sup>[3]</sup> Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[4]</sup> Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[5]</sup> The minimum required densities for SMA mixtures are determined according to CMM 8-15.

*Delete standard spec 460.2.8.2.1.5(1) and replace with the following:*

(1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent	+ 1.3/-1.0	+ 1.0/-0.7
VMA in percent <sup>[1]</sup>	- 0.5	- 0.2

<sup>[1]</sup> VMA limits based on minimum requirement for mix design nominal maximum aggregate size in [table 460-1](#).

*Delete standard spec 460.2.8.3.1.6(1) and replace with the following:*

(1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:

- Va is within a range of 2.0 to 4.3 percent.
- VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.

## **D Measurement**

The department will measure HMA Pavement (type) 3.0% Va Regression Special conforming to standard spec 460.4.

## **E Payment**

*Add the following to standard spec 460.5 to switch from E mixes to LT, MT, and HT mixes; to combine the pavement and binder bid items; and to specify a pay reduction for pavement placed with nonconforming binder:*

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.01	HMA Pavement 3 LT 58-28 S 3.0% Va Regression Special	TON
SPV.0195.02	HMA Pavement 4 LT 58-28 S 3.0% Va Regression Special	TON
SPV.0195.03	HMA Pavement 3 MT 58-28 S 3.0% Va Regression Special	TON
SPV.0195.04	HMA Pavement 4 MT 58-28 S 3.0% Va Regression Special	TON

Payment is full compensation for providing HMA Pavement including asphaltic binder.

In addition to any pay adjustment under standard spec 460.2.8.2.1.7(6), the department will adjust pay for nonconforming binder under the Nonconforming QMP Asphaltic Material administrative item. The department will deduct 25 percent of the contract unit price of the HMA Pavement bid item per ton of pavement placed with nonconforming PG binder the engineer allows to remain in place.

*Delete standard spec 460.5.2.3(1) and replace with the following:*

(1) If the lot density is greater than the minimum specified in [table 460-3](#) and all individual air voids test results for that mixture placed during the same day are within 2.5 - 4.0 percent, the department will adjust pay for that lot as follows:

**INCENTIVE PAY ADJUSTMENT FOR HMA PAVEMENT DENSITY**

PERCENT LOT DENSITY ABOVE SPECIFIED MINIMUM	PAY ADJUSTMENT PER TON <sup>[1]</sup>
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

<sup>[1]</sup> The department will prorate the pay adjustment for a partial lot.

## APPENDIX A: Test Procedures for HMA Pavement 3% Va Regression SPV

*Delete CMM 8-15.10.1 Target maximum Density and replace with the following:*

For pavement density determination, the target value in lb/ft<sup>3</sup> (PCF) is established using the mixture maximum specific gravity ( $G_{mm}$ ). For the first day of a paving mixture design, the target maximum density will be the  $G_{mm}$  value corresponding to 3.0% air voids on the mix design multiplied by 62.24 lb/ft<sup>3</sup> (PCF). The target maximum density for all other days will be the four  $G_{mm}$  test running average value from the end of the previous days' production multiplied by 62.24 lb/ft<sup>3</sup> (PCF). If four tests have not been completed by the end of the first day, the average of the completed  $G_{mm}$  test values multiplied by 62.24 lb/ft<sup>3</sup> (PCF) will be used until a running average of 4 is established.

The following data must be recorded for each test on the worksheet for MRS entry

- Density standard and moisture standard
- Density count, moisture counts or contact and air gap counts
- Total wet density or bulk density
- % Compaction
- Manufacturer name and serial number
- Operators name
- Mix design number (WisDOT 250 ID) and daily Target max density target number ( $G_{mm} \times 62.24 \text{ lb/ft}^3$ )

*Delete CMM 8-15.15.2.1 Examples of Computing Incentive/Disincentive for Density and replace with the following:*

### Example 1 (nominal tonnage lots):

HMA Pavement, Type 4 HT 58-34 S      Lot 2R

Total HMA Tonnage for Project: 20,000 Tons

% Density of Target Maximum ( $G_{mm}$ ) = 90.9%

Required % Density of the  $G_{mm}$  = 93.5%

Lot Tonnage = 750

Contract Price per Ton = \$26.50

From Table 460-3 of this SPV.0195 and 460.5.2.2:

- Amount below Specified Minimum (Table 460-3 of this SPV) =  $93.5 - 90.9 = 2.6$
- Payment Factor (SS 460.5.2.2) = 70% (30% Credit to the Department)
- Credit to the Department (HMA Mix) =  $30\% \times \$26.50/\text{Ton} \times 750 \text{ Tons} = \$5,962.50$

If this were the only failing lot on the project, the final quantities on the estimate would be as shown in Table 3.

### Example 2 (nominal tonnage lots):

HMA Pavement, Type 4 HT 58-34 S      Lot 3R

% Density of Target Maximum ( $G_{mm}$ ) = 95.1%

Required % Density of the  $G_{mm}$  = 93.5%

Lot Tonnage = 750

Air Voids for day = 2.9-3.2%

Payment Factor =  $95.1 - 93.5$  (Table 460-3) = 1.6

Adjusted Unit Price = \$0.40/Ton x 750 Tons (SS 460.5.2.3(1) of this SPV)= \$300

If this is the only lot with a higher density than required on the project, the final quantities on the estimate would be as shown in Table 3 below:

**Table 3 Estimate for Pay Adjustment for Incentive/Disincentive Density**

Bid Item	Description	Unit	Cost/Unit	Total Quantity	Total
460.7244	HMA Type 4 HT 58-34 S	TON	\$26.50	20,000	\$530,000.00
460.2000	Incentive Density HMA Pavement	DOL	\$1.00	300.00	\$300.00
804.2005	Disincentive Density HMA Pavement	DOL	\$1.00	-(5,962.5)	-\$5,962.50

Project Information for Examples 3 and 4 (daily tonnage lots & linear sublots):

A project begins at station 56+78 and ends at station 234+25. It is a 2-lane roadway with a shoulder on each side. The traffic lanes are 12 feet wide and the shoulders are 3 feet wide. Shown in the figure below is the eastbound traffic lane and shoulder for the length of the project. The contractor will be paving the shoulder integrally with the traffic lane. The pavement is a 2-inch overlay and the same HMA mix type is used on the entire project. The HMA mixture includes 5.5% asphaltic material. The bid price for the HMA pavement item is \$41.75 per ton. The specified target density for the traffic lane is 93.5%. The target density for the shoulder is 92.0%.

**Day 1:**

The contractor begins paving at station 56+78 and ends the day at station 102+97, a total length of 4,619 feet. A quantity of 677 tons was placed on the eastbound traffic lane, and 169 tons was placed on the integral shoulder.

**Day 2:**

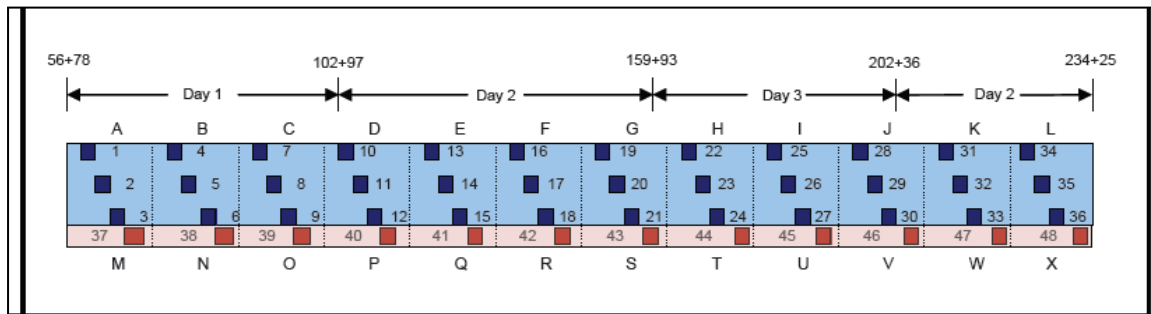
The contractor begins paving at station 102+97. Due to traffic staging requirements, the contractor stops paving at station 159+93, 5,696 feet, and begins paving again at station 202+36. They end the day at the end of the project, station 234+25, 3,189 additional feet. A quantity of 1303 tons was paved on the eastbound traffic lane, and 326 tons was placed on the integral shoulder.

**Day 3:**

The contractor begins paving at station 159+93 and ends the day at station 202+36, 4,243 feet. A total of 622 tons was placed on the eastbound traffic lane, and 156 tons was placed on the integral shoulder.



**Figure 6 Linear Sublot Example Project**



**Example 3 (daily tonnage lot & linear sublots):**

Use the example project information and the following test results from day 1. All of the day's air voids tests were acceptable. (Density Calculated off the PCF value, sublot is the average of the density %)

Sublot ID	Test ID	% Density	Sublot Avg % Density
A 56+78 to 71+78	1	94.3	94.6
	2	94.7	
	3	94.9	
B 71+78 to 86+78	4	94.6	95.0
	5	95.2	
	6	95.1	
C 86+78 to 101+78	7	94.1	94.6
	8	95.0	
	9	94.8	
M	37	93.2	93.2
N	38	94.2	94.2
O	39	93.0	93.0

1. Compute the average density for each traffic lane sublot and each shoulder sublot.

SOLUTION: See the results in the table above.

2. Compute the density incentive or disincentive for the day's paving.

**SOLUTION:**

- Traffic Lane:

The specified target density for the traffic lane is 93.5%. All of the subplot averages were no more than one percent below the target density, so all of the day's traffic lane test results are used to compute the daily lot density and the lot incentive pay.

- Lot density =  $(94.3 + 94.7 + 94.9 + 94.6 + 95.2 + 95.1 + 94.1 + 95.0 + 94.8) / 9 \text{ tests} = 94.7\%$

According to 460.5.2.3(1) of this SPV, this lot density is eligible for incentive pay of \$0.40 per ton. 677 tons of HMA was placed on the traffic lane on day 1, therefore the contractor receives \$270.80 density incentive for the day 1 traffic lane lot. This is for all of subplot A, B & C and the 119' in subplot D that did not reach the random number.

- Shoulder:

The minimum required density is 92.0%. All of the subplot averages were acceptable, so all of the day's shoulder tests are used to compute the shoulder lot density. The average of all the shoulder tests is 93.5%. According to the specification, this lot density is eligible for incentive pay of \$0.40 per ton. 169 tons of HMA was placed on the shoulder on day 1, therefore the contractor receives \$67.60 density incentive for the day 1 shoulder lot.

Example 4 (daily tonnage lot & linear sublots):

Use the example project information and the following test results from day 3. All of the day's air voids tests were acceptable.

Sublot ID	Test ID	% Density	Sublot Avg % Density
H  161+78 to 176+78	22	92.3	92.3
	23	92.4	
	24	92.2	
I  176+78 to 191+78	25	95.6	95.4
	26	95.3	
	27	95.4	
J  191+78 to 202+36	28	92.5	92.4
	29	92.3	
	30	92.4	
T	44	91.9	91.9
U	45	94.4	94.4
V	46	92.1	92.1

Compute the density incentive or disincentive for the day's paving.

SOLUTION:

1. Traffic Lane:

According to the specification, a minimum density of 93.5% is required for the traffic lane. When verifying whether or not the subplot densities meet the requirements, it is found that subplot H and subplot J have average densities that are more than one percent below the required minimum. According to the specification, the quantity of HMA pavement placed this day in each of these sublots is subject to disincentive, and the day's test results within these sublots are not included when computing the incentive for the remainder of the lot.

2. Sublot H:

Day 3 began inside the limits of subplot G, at station 159+93, but beyond its random test location. The tests for subplot G represent material placed on day 2. The tests in subplot H represent the day 3 material from station 159+93 to 176+78, a total length of 1685 feet long (185' from subplot G, paved on day 3, and 1500' in subplot H) by 12 feet wide.

Quantity represented by tests in subplot H =

$$\frac{(1685' \times 12')}{(9 \text{ sf/sy})} \times \frac{(2 \text{ in.} \times 110 \text{ lb/sy/in})}{(2000 \text{ lb/ton})} = 247 \text{ tons}$$

According to the disincentive pay table in the specification, the quantities are subject to a pay factor equal to 95 percent of the contract price. This is equivalent to a 5 percent pay reduction.

Disincentive Density HMA Pavement = 247 tons x (\$41.75/ton x 0.05) = -\$515.61

3. Sublot I:

Quantity represented by tests in subplot I =

$$\frac{(1500' \times 12')}{(9 \text{ sf/sy})} \times \frac{(2 \text{ in.} \times 110 \text{ lb/sy/in})}{(2000 \text{ lb/ton})} = 220 \text{ tons}$$

According to the incentive pay table, 220 tons of the HMA pavement item are eligible for an incentive of \$0.80 per ton, or a total of \$176.00.

4. Sublot J:

Day 3 ended within the limits of subplot J, beyond its random test location. The day 3 quantity placed within subplot J, from station 191+78 to 202+36, at length of 1,058 feet, is represented by its tests. The day 2 quantity placed toward the end of subplot J is represented by the tests taken on day 2 within subplot K.

Quantity represented by tests in subplot J=

$$\frac{(1058' \times 12')}{(9 \text{ sf/sy})} \times \frac{(2 \text{ in.} \times 110 \text{ lb/sy/in})}{(2000 \text{ lb/ton})} = 155 \text{ tons}$$

According to the disincentive pay table in the specification, the quantities are subject to a pay factor equal to 95 percent of the contract price. This is equivalent to a 5 percent pay reduction.

Disincentive Density HMA Pavement = 155 tons x (\$41.75/ton x 0.05) = -\$323.56

5. Shoulder:

All of the day 3 shoulder sublots have acceptable density values, so we use all of the results to compute the day's shoulder lot density.

Day 3 shoulder lot density =  $(91.9 + 94.4 + 92.1) / 3 \text{ tests} = 92.8\%$

The lot density of 92.8% is not more than 1.0% above the required minimum of 92.0%, therefore the day 3 shoulder pavement does not receive any density incentive.

Day 3 Incentive/Disincentive Summary:

Incentive Density HMA Pavement (Lot I) = \$176.00

Disincentive Density HMA Pavement (Lot H) = -\$515.61

Disincentive Density HMA Pavement (Lot J) = -\$323.56

*Delete CMM 8-36.6.1 QC Tests and replace with the following:*

QC testing must be completed, and data posted, on the day the sample was taken or as approved by the engineer.

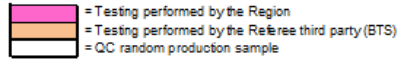
For administration of projects requiring only one, two, or three single tests per mix design, apply the following tolerances table for mixture evaluation:

- $V_a = 2.0 - 5.0\%$
- $VMA = - 1.3$  from required minimums for Table 460-1 as revised in STSP 460-025
- $AC = \text{within } -0.1 \text{ of } JMF \text{ } P_b \text{ after regression}$

*Delete CMM 8-36 Figure 8 HMA Verification Dispute Resolution Scenarios and replace with the following:*

## HMA Verification Dispute Resolution Scenario Examples

NOTE: The following diagrams (A-H) represent standard scenarios. Specific project detail and troubleshooting activities may present cause for adjustment to this guidance

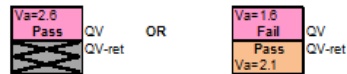


Test Values	Tolerance between QC & QC-ret	Category
Gmm	0.00-0.015	=WBL
Gmm	0.016-0.020	=JMFL
Gmm	> 0.020	> JMFL
Gmb	0.00-0.020	=WBL
Gmb	0.021-0.025	=JMFL
Gmb	> 0.025	> JMFL

### Example A

A1 QV (3-2+)

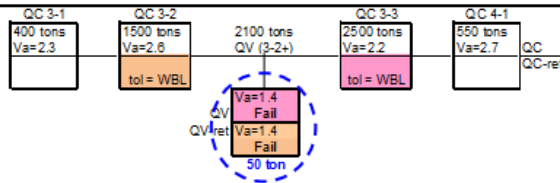
A2 QV (3-2+)



### END RESULT

**A** No Adjustment (NA) QMP Controls  
 \*The Referee third party (BTS) test results determine the Pass/Fail status of the QV sample once it has gone into Dispute Resolution

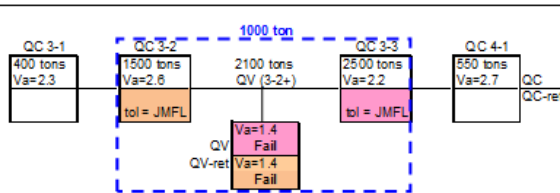
### Example B



### END RESULT

**B** Isolated Area: Localized Problem  
 Backward and forward comparison results meet WBL tolerances  
 Standard Tons  
 (50 ton @ 50% pay)

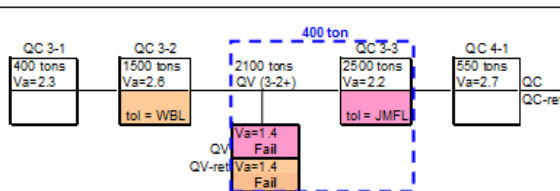
### Example C



### END RESULT

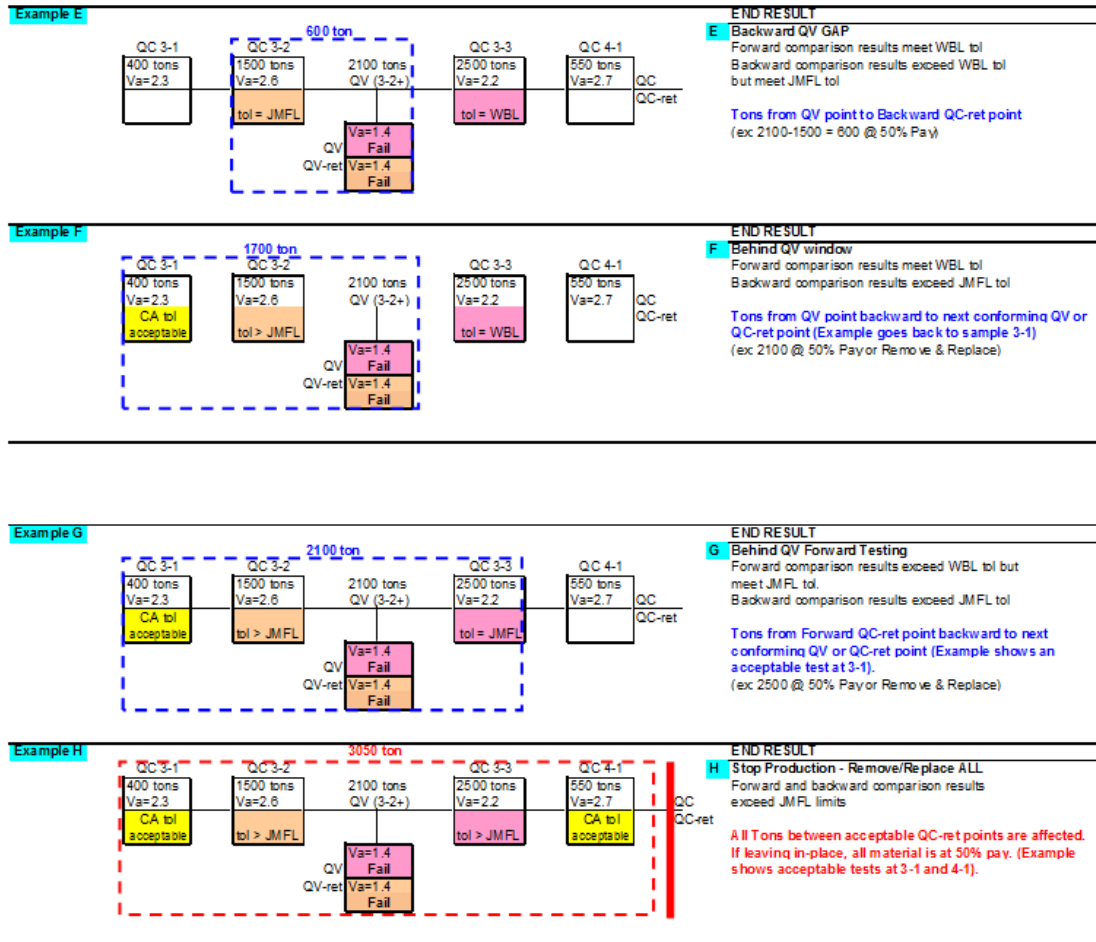
**C** Full QV Window  
 Backward and forward comparison results exceed WBL tol but are within JMFL tol  
 Tonnes each side of QV point are affected between Forward and Backward QC-ret points  
 (ex: 2500-1500 = 1000 ton @ 50% pay)

### Example D



### END RESULT

**D** Forward QV GAP  
 Backward comparison results meet WBL tol  
 Forward comparison results exceed WBL tol but meet JMFL tol  
 Tons from QV point to Forward QC-ret point  
 (ex: 2500-2100 = 400 @ 50% Pay)



Delete CMM 8-66.2.2(3) and replace with the following:

3. Determine trial asphalt binder contents (estimated by experience or by calculation based on aggregate properties of trial blends).
  - Compact gyratory specimens using a minimum of 3 asphalt binder contents (0.5% increments) and covering a range to include the estimated optimum design binder content as well as 3.0% air voids. Use  $N_{des}$  for compaction effort.
  - Compare trial binder content results. The design binder content (by either graphing or interpolating the trial data results) is determined as that meeting requirements stated in [standard spec 460](#). The department will determine the optimum binder content corresponding to 3.0% air voids by linear regression of the trial gyratory specimens.

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

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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   6   (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 3 (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://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

#### 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  
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/ucp-directory.xlsx>
- 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

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.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://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.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*

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GFW SAMPLE MEMORANDUM

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**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

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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 standard specifications:*

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**440.3.5.2 Corrective Actions for Localized Roughness**

*Replace paragraph two with the following effective with the September 2016 letting:*

- (2) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without physically riding that work. The engineer will not direct corrective action on bridges without authorization from the department's bureau of structures.
- 

**450.3.2.1 General**

*Replace the entire text with the following effective with the June 2016 letting:*

**450.3.2.1.1 Preparation and Paving Operations**

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 36 F for upper layers or 32 F for lower layers unless the engineer allows in writing. The contractor should place HMA pavement for projects in the northern asphalt zone between May 1 and October 15 inclusive and for projects in the southern asphalt zone between April 15 and November 1 inclusive. CMM 4-53 figure 2 defines asphalt zones. Notify the engineer at least one business day before paving.
- (2) Unless the contract specifies otherwise, conform to the following:
  - Keep the road open to all traffic during construction.
  - Prepare the existing foundation for treatment as specified in 211.
  - Incorporate loose roadbed aggregate as a part of preparing the foundation, in shoulder construction, or dispose of as the engineer approves.
- (3) Place asphaltic mixture only on a prepared, firm, and compacted base, foundation layer, or existing pavement substantially surface-dry and free of loose and foreign material. Do not place over frozen subgrade or base, or where the roadbed is unstable.

**450.3.2.1.2 Cold Weather Paving****450.3.2.1.2.1 General**

- (1) Conform to these cold weather paving provisions for work performed under the following:
  - The 460 HMA Pavement bid items.
  - The 465 Asphaltic Surface bid items.
  - Special provisions that require placing mixture conforming to the contract requirements under 460 for HMA pavement or under 465 for asphaltic surface.

**450.3.2.1.2.2 Cold Weather Paving Plan**

- (1) Submit a written cold weather paving plan to the engineer at the preconstruction meeting. In that plan outline material, operational, and equipment changes for paving when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F. Include the following:
  - Use a department-accepted HMA mix design that incorporates a warm mix additive from the department's approved products list. Do not use a foaming process that introduces water into the mix.
  - Identify the warm mix additive and dosage rate.
  - Identify modifications to the compaction process and when to use them.
- (2) Engineer written acceptance is required for the cold weather paving plan. Engineer acceptance of the plan does not relieve the contractor of responsibility for the quality of HMA pavement placed in cold weather except as specified in 450.5.2(3).

**450.3.2.1.2.3 Cold Weather Paving Operations**

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F unless a valid engineer-accepted cold weather paving plan is in effect.

- (2) If the national weather service forecast for the construction area predicts ambient air temperature less than 40 F at the projected time of paving within the next 24 hours, confirm or submit revisions to the cold weather paving plan for engineer validation. Update the plan as required to accommodate the conditions anticipated for the next day's operations. Upon validation of the plan, the engineer will allow paving for the next day. Once in effect, pave conforming to the engineer-accepted cold weather paving plan for the balance of that work day or shift regardless of the temperature at the time of paving.

#### 450.4 Measurement

*Add the following as paragraph three effective with the June 2016 letting:*

- (3) The department will measure HMA Cold Weather Paving by the ton of HMA mixture placed conforming to an engineer-accepted cold weather paving plan.

#### 450.5 Payment

*Replace the entire text with the following effective with the June 2016 letting:*

##### 450.5.1 General

- (1) All costs of furnishing, maintaining, and operating the truck scale or other weighing equipment and furnishing the weigh tickets are incidental to the contract.
- (2) Nonconforming material allowed to remain in place is subject to price adjustment under 105.3.2.
- (3) Full-depth sawing to remove integrally placed safety edge where not required is incidental to the contract.
- (4) The contractor is responsible for the quality of HMA placed in cold weather.

##### 450.5.2 Cold Weather Paving

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
450.4000	HMA Cold Weather Paving	TON

- (2) Payment for HMA Cold Weather Paving is full compensation for additional materials and equipment specified for cold weather paving under 450.3.2.1.2 including costs for preparing, administering, and following the contractor's cold weather paving plan. The department will not pay for HMA Cold Weather Paving for HMA placed as follows:
- If the lot density is less than the minimum specified in table 460-3 for mixture placed under 460.
  - On days when the department is assessing liquidated damages.
- (3) If because of an excusable compensable delay under 108.10.3, the engineer directs the contractor to pave when the temperature is less than 36 F for the upper layer or less than 32 F for lower layers, the department:
- Will relieve the contractor of responsibility for damage and defects the engineer attributes to cold weather paving.
  - Will not assess disincentives for density or ride.
- (4) If HMA pavement is placed under 450.3.2.1.2 and the HMA Cold Weather Paving bid item is not in the contract, the department will pay for the additional costs specified in 450.5.2(2) as extra work. The department will pay separately for providing HMA pavement and HMA surface under 460.5, 465.5, and the contract special provisions.

#### 460.3.4 Cold Weather Paving

*Delete the entire subsection effective with the June 2016 letting:*

##### 460.5.1 General

*Replace the entire text with the following effective with the June 2016 letting:*

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
--------------------	--------------------	-------------

460.5000 - 5999	HMA Pavement (gradation) LT (binder)(designation)	TON
460.6000 - 6999	HMA Pavement (gradation) MT (binder)(designation)	TON
460.7000 - 7999	HMA Pavement (gradation) HT (binder)(designation)	TON
460.8000 - 8999	HMA Pavement (gradation) SMA (binder)(designation)	TON
460.2000	Incentive Density HMA Pavement	DOL

**460.5.2.2 Disincentive for HMA Pavement Density**

*Replace paragraph two with the following effective with the June 2016 letting:*

- (2) The department will not assess density disincentives for pavement placed in cold weather because of a department-caused delay as specified in 450.5.2(3).

**460.5.2.4 Cold Weather Paving**

*Delete the entire subsection effective with the June 2016 letting:*

**501.2.6 Fly Ash**

*Replace paragraph four with the following effective with the July 2016 letting:*

- (4) Use only one source of fly ash for a bid item of work under the contract, unless the engineer directs or allows otherwise in writing.

**502.3.7.8 Floors**

*Replace paragraph sixteen with the following effective with the September 2016 letting:*

- (16) The finished bridge floor shall conform to the surface test specified in 415.3.10. The engineer will not direct corrective grinding without authorization from the department's bureau of structures.

**550.5.2 Piling**

*Add the following as paragraph three effective with the December 2015 letting:*

- (3) The department will not entertain a change order request for a differing site condition under 104.2.2.2 or for a quantity change under 104.2.2.4.3 for the Piling bid items. Instead the department will adjust pay under the Piling Quantity Variation administrative item if the total driven length of each size is less than 85 percent of, or more than 115 percent of the contract quantity as follows:

Percent of Contract Length Driven	Pay Adjustment
< 85	(85% contract length - driven length) x 20% unit price
> 115	(driven length - 115% contract length) x 5% unit price

**643.2.1 General**

*Replace paragraph two with the following effective with the December 2015 letting:*

- (2) Use reflective sheeting from the department's approved products list on barricades, drums, and flexible tubular marker posts.

**715.3.1.2.1 General**

*Replace paragraph one with the following effective with the July 2016 letting:*

- (1) Designate the location and size of all lots before placing concrete. Ensure that no lot contains concrete of more than one mix design or placement method defined within 715.3.1.2 as follows:

**Mix design change** A modification to the mix requiring the engineer's approval under 710.4(5).

For paving mixes, a source change under item 1 of 710.4(5) for fly ash of the same class that does not require a modification under items 2 through 4 of 710.4(5) does not constitute a mix design change.

**Placement method** Either slip-formed, not slip-formed, or placed under water.

## Errata

*Make the following corrections to the standard specifications:*

### 460.2.7 HMA Mixture Design - TABLE 460-2 MIXTURE REQUIREMENTS

Correct errata in the Fractured Faces row of table 460-2 to reference ASTM D5821.

Fractured Faces (ASTM D5821) (one face/2 face, % by count)	60 / __	65 / __	75 / 60	85 / 80	98 / 90	100/100	100/90
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Correct errata in footnote two of table 460-2 to reference AASHTO M323.

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

### 641.2.9 Overhead Sign Supports

Correct errata adding back accidentally deleted paragraphs one through three.

- (1) Provide commercially fabricated overhead sign supports conforming to AASHTO design and fabrication standards for structural supports for highway signs, luminaires, and traffic signals. Use a design life of 50 years with a wind importance factor of 1.00. Design to withstand a 3 second gust wind speed of 90 mph. Do not use the methods of appendix C of those AASHTO standards.
- (2) Design structures, listed as applicable structure types in the AASHTO standards, to the fatigue category criteria as follows:
  1. Structures carrying variable message signs:
    - Category I criteria for structures over all roadway types.
  2. Structures carrying type II or III signs:
    - Category I criteria for structures used over highways and free flow ramps.
    - Category II criteria for structures with arms greater than 30 feet used over local roads and city streets.
    - Category III criteria for structures with arms 30 feet or less used over local roads and city streets.
- (3) Use the posted speed limit of the roadway beneath the structure for truck-induced gusts.
- (4) Submit shop drawings identified by structure number, design computations, and material specifications, to the engineer before erecting sign supports. Provide tightening procedures for mast arm or luminaire arm to pole shaft connections on the shop drawings. Have a professional engineer registered in the state of Wisconsin sign, seal, and date the shop drawings and certify that the design conforms to AASHTO standards and the contract.
- (5) Provide steel pole shafts and mast arms zinc coated according to ASTM A123. Provide tapered pole and arm shafts with a minimum taper of 0.14 inch per foot for single-member vertical and single-member horizontal structure components. Provide bolts and other hardware conforming to 641.2.2.

**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://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

(2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact 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://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- 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.

## **Non-discrimination Provisions**

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:**

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.



**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

<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.

**Effective August 2015 letting**

### **BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>

## Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses*. “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses*. “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**Effective with 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  
WASHINGTON COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development  
for the Department of Transportation  
Pursuant to s. 103.50, Stats.  
Issued on May 1, 2016

**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 BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	31.55	18.52	50.07
Carpenter	35.28	20.96	56.24
Future Increase(s): Add \$1.65/hr on 6/1/2016. 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.			
Cement Finisher	33.95	19.88	53.83
Future Increase(s): Add \$1.75 on 6/1/16. 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 \$1.40/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.			
Electrician	35.13	23.19	58.32
Future Increase(s): Add \$1.60 on 6/1/16; Add \$1.70 on 6/1/17 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.			
Fence Erector	35.62	0.00	35.62
Ironworker	30.77	23.72	54.49
Line Constructor (Electrical)	40.81	18.06	58.87
Painter	29.87	18.79	48.66
Pavement Marking Operator	30.27	19.47	49.74
Piledriver	30.11	21.09	51.20
Roofer or Waterproofer	30.40	2.23	32.63
Teledata Technician or Installer	25.63	17.25	42.88
Tuckpointer, Caulker or Cleaner	34.28	18.60	52.88
Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74

<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.78	48.43
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.09	39.62
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	22.45	11.84	34.29

**TRUCK DRIVERS**

Single Axle or Two Axle	36.72	21.15	57.87
Three or More Axle	25.78	18.96	44.74
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, Dumptor, Off Road Material Hauler	30.82	21.85	52.67
Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
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. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a> .			
Pavement Marking Vehicle	23.82	17.72	41.54
Shadow or Pilot Vehicle	25.28	18.31	43.59
Truck Mechanic	25.28	18.31	43.59

**LABORERS**

General Laborer	26.76	20.63	47.39
Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: Add \$.10/hr for 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 \$.35/hr for line and grade specialist; Add \$2.79/hr for topman; Add \$3.21/hr for bottomman; Add \$3.98/hr for pipelayer. 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	19.00	0.00	19.00
Landscaper	26.76	20.63	47.39
Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
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	23.85	20.63	44.48
Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
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.			

<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.15	0.00	19.15
Railroad Track Laborer	17.00	5.37	22.37

### 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., Crane With Boom Dollies; Traveling Crane (Bridge Type).

Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.

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.

See DOT'S website for details about the applicability of this night work premium at:

<http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx>.

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.	37.77	21.85	59.62
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Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.

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.

See DOT'S website for details about the applicability of this night work premium at:

<http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx>.

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);	37.27	21.85	59.12
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<b><u>TRADE OR OCCUPATION</u></b>	<b><u>HOURLY BASIC RATE OF PAY</u></b>	<b><u>HOURLY FRINGE BENEFITS</u></b>	<b><u>TOTAL</u></b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a> .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); 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. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a> .	37.01	21.85	58.86
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. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. 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. See DOT'S website for details about the applicability of this night work premium at: <a href="http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx">http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx</a> .	36.72	21.85	58.57
Fiber Optic Cable Equipment.	21.00	0.00	21.00

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: September 2, 2016

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 .....	\$26.76 .....	20.35	1 & 2 Axles .....	26.63 .....	19.85
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	26.86 .....	20.35	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	26.78 .....	19.85
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	26.91 .....	20.35			
Group 4: Line and Grade Specialist .....	27.11 .....	20.35			
Group 5: Blaster and Powderman .....	26.96 .....	20.35			
Group 6: Flagperson and Traffic Control Person .....	23.85 .....	20.35			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	36.74 .....	18.19
Carpenter .....	30.52 .....	14.41
Piledriverman .....	27.25 .....	19.46
Ironworker .....	32.36 .....	24.07
Cement Mason/Concrete Finisher .....	34.70 .....	20.51
Electrician .....		See Page 3
Line Construction		
Lineman .....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03 .....	32% + 5.00
Equipment Operator .....	33.71 .....	32% + 5.00
Heavy Groundman Driver .....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman .....	23.18 .....	32% + 5.00
Millwrights.....	26.32 .....	13.98
Painter, Brush .....	30.07 .....	22.19
Painter, Spray and Sandblaster .....	30.82 .....	22.19
Painter, Bridge.....	30.42 .....	22.19
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 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016; Modification #4 dated April 8, 2016; Modification #5 dated June 17, 2016; Modification #6 dated July 1, 2016; Modification #7 dated July 22, 2016; Modification #8 dated July 29, 2016; Modification #9 dated August 19, 2016; Modification #10 dated August 26, 2016; Modification #11 dated September 2, 2016.

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: September 2, 2016

<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 .....	\$39.27	\$21.80	(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. ....	\$38.27	\$21.80
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. ....	\$38.77	\$21.80	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. ....	\$38.01	\$21.80
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. ....	\$37.72	\$21.80
			Group 6: Off - road material hauler with or without ejector .....	\$31.82	\$21.80
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin  
GENERAL DECISION NUMBER: WI160010  
DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: September 2, 2016

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	.....	\$30.68	17.28		
Area 2:				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
Electricians.....		32.00	19.28		
Area 3:				Area 6 -	KENOSHA COUNTY
Electrical contracts under \$130,000 .....		28.96	18.26	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Electrical contracts over \$130,000 .....		31.16	18.34	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 4: .....		30.50	29.50% + 9.57	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 5 .....		28.96	24.85% + 9.70	Area 11 -	DOUGLAS COUNTY
Area 6 .....		37.02	29%+9.77	Area 12 -	RACINE (except Burlington township) COUNTY
Area 8				Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Electricians.....		32.45	26.10% + 10.56	Area 14 -	Statewide.
Area 9:				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.
Electricians.....		36.50	20.39		
Area 10 .....		29.64	20.54		
Area 11 .....		34.92	25.05		
Area 12 .....		34.98	19.89		
Area 13 .....		35.13	23.26		
Teledata System Installer					
Area 14					
Installer/Technician .....		24.35	13.15		
Sound & Communications					
Area 15					
Installer .....		16.47	14.84		
Technician.....		26.00	17.70		
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:  
20161108030PROJECT(S):  
3360-09-72FEDERAL ID(S):  
WISC 2016309

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

## SECTION 0001 Roadway Items

0010	201.0105 Clearing	87.000				
		STA	.		.	
0020	201.0120 Clearing	81.000				
		ID	.		.	
0030	201.0205 Grubbing	87.000				
		STA	.		.	
0040	201.0220 Grubbing	81.000				
		ID	.		.	
0050	203.0100 Removing Small Pipe Culverts	30.000				
		EACH	.		.	
0060	203.0200 Removing Old Structure (station) 01. 994+25	LUMP	LUMP		.	
0070	203.0200 Removing Old Structure (station) 02. 1004+43	LUMP	LUMP		.	
0080	203.0200 Removing Old Structure (station) 03. 1279+85	LUMP	LUMP		.	
0090	203.0200 Removing Old Structure (station) 04. 1337+68	LUMP	LUMP		.	
0100	203.0200 Removing Old Structure (station) 05. 1396+48	LUMP	LUMP		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	203.0500.S Removing Old Structure Over Waterway (station) 01. 961+02	LUMP	LUMP		.	
0120	204.0100 Removing Pavement	22,567.000 SY	.		.	
0130	204.0115 Removing Asphaltic Surface Butt Joints	2,560.000 SY	.		.	
0140	204.0125 Removing Asphaltic Surface Milling	15,484.000 TON	.		.	
0150	204.0150 Removing Curb & Gutter	2,505.000 LF	.		.	
0160	204.0155 Removing Concrete Sidewalk	32.000 SY	.		.	
0170	204.0165 Removing Guardrail	7,289.000 LF	.		.	
0180	204.0180 Removing Delineators and Markers	97.000 EACH	.		.	
0190	204.0195 Removing Concrete Bases	7.000 EACH	.		.	
0200	204.0220 Removing Inlets	7.000 EACH	.		.	
0210	204.0245 Removing Storm Sewer (size) 01. 10-inch	8.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0220	204.0245 Removing Storm Sewer (size) 02. 15-inch	104.000 LF	.		.	
0230	204.0245 Removing Storm Sewer (size) 03. 18-inch	73.000 LF	.		.	
0240	204.0280 Sealing Pipes	2.000 EACH	.		.	
0250	205.0100 Excavation Common	63,937.000 CY	.		.	
0260	205.0200 Excavation Rock	866.000 CY	.		.	
0270	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	1,470.000 TON	.		.	
0280	206.2000 Excavation for Structures Culverts (structure) 01.C-66-106	LUMP	LUMP		.	
0290	206.3000 Excavation for Structures Retaining Walls (structure) 01. R-66-37	LUMP	LUMP		.	
0300	206.3000 Excavation for Structures Retaining Walls (structure) 02. R-66-38	LUMP	LUMP		.	
0310	210.0100 Backfill Structure	1,225.000 CY	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0320	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 3360-09-72	LUMP	LUMP			.
0330	211.0400 Prepare Foundation for Asphaltic Shoulders	622.000 STA	.		.	.
0340	213.0100 Finishing Roadway (project) 01. 3360-09-72	1.000 EACH	.		.	.
0350	214.0100 Obliterating Old Road	1.000 STA	.		.	.
0360	305.0110 Base Aggregate Dense 3/4-Inch	4,583.000 TON	.		.	.
0370	305.0120 Base Aggregate Dense 1 1/4-Inch	69,763.000 TON	.		.	.
0380	311.0110 Breaker Run	14,000.000 TON	.		.	.
0390	311.0115 Breaker Run	150.000 CY	.		.	.
0400	390.0201 Base Patching Asphaltic	470.000 TON	.		.	.
0410	405.0100 Coloring Concrete WisDOT Red	86.000 CY	.		.	.
0420	416.0170 Concrete Driveway 7-Inch	723.000 SY	.		.	.

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0430	416.0508 Concrete Roundabout Truck Apron 8-Inch	387.000 SY	.		.	
0440	416.1010 Concrete Surface Drains	4.000 CY	.		.	
0450	440.4410 Incentive IRI Ride	18,000.000 DOL	1.00000		18000.00	
0460	455.0605 Tack Coat	17,287.000 GAL	.		.	
0470	460.2000 Incentive Density HMA Pavement	37,580.000 DOL	1.00000		37580.00	
0480	465.0105 Asphaltic Surface	127.000 TON	.		.	
0490	465.0110 Asphaltic Surface Patching	50.000 TON	.		.	
0500	465.0120 Asphaltic Surface Driveways and Field Entrances	448.000 TON	.		.	
0510	465.0125 Asphaltic Surface Temporary	189.000 TON	.		.	
0520	465.0315 Asphaltic Flumes	260.000 SY	.		.	
0530	465.0475 Asphalt Center Line Rumble Strips 2-Lane Rural	15,940.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0540	504.0100 Concrete Masonry Culverts	210.000 CY	.		.	
0550	504.0500 Concrete Masonry Retaining Walls	519.000 CY	.		.	
0560	505.0400 Bar Steel Reinforcement HS Structures	33,290.000 LB	.		.	
0570	506.0605 Structural Steel HS	201,640.000 LB	.		.	
0580	507.0200 Treated Lumber and Timber	59.700 MBM	.		.	
0590	516.0500 Rubberized Membrane Waterproofing	26.000 SY	.		.	
0600	517.0600 Painting Epoxy System (structure) 01. R-66-37	LUMP	LUMP		.	
0610	517.0600 Painting Epoxy System (structure) 02. R-66-38	LUMP	LUMP		.	
0620	520.8000 Concrete Collars for Pipe	4.000 EACH	.		.	
0630	521.0115 Culvert Pipe Corrugated Steel 15-Inch	152.000 LF	.		.	
0640	521.0118 Culvert Pipe Corrugated Steel 18-Inch	391.000 LF	.		.	



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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0650	521.0124 Culvert Pipe Corrugated Steel 24-Inch	72.000 LF	.		.	
0660	521.1015 Apron Endwalls for Culvert Pipe Steel 15-Inch	10.000 EACH	.		.	
0670	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	14.000 EACH	.		.	
0680	521.1024 Apron Endwalls for Culvert Pipe Steel 24-Inch	3.000 EACH	.		.	
0690	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	74.000 LF	.		.	
0700	522.0315 Culvert Pipe Reinforced Concrete Class IV 15-Inch	44.000 LF	.		.	
0710	522.0324 Culvert Pipe Reinforced Concrete Class IV 24-Inch	114.000 LF	.		.	
0720	522.0342 Culvert Pipe Reinforced Concrete Class IV 42-Inch	144.000 LF	.		.	
0730	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1.000 EACH	.		.	
0740	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	5.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0750	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	EACH 5.000	.		.	
0760	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	EACH 7.000	.		.	
0770	522.1027 Apron Endwalls for Culvert Pipe Reinforced Concrete 27-Inch	EACH 1.000	.		.	
0780	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	EACH 1.000	.		.	
0790	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	EACH 2.000	.		.	
0800	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	EACH 5.000	.		.	
0810	523.0158 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 58x91-Inch	LF 126.000	.		.	
0820	523.0414 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 14x23-Inch	LF 35.000	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0830	523.0419 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	170.000 LF	.		.	
0840	523.0424 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	54.000 LF	.		.	
0850	523.0514 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 14x23-Inch	6.000 EACH	.		.	
0860	523.0519 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	5.000 EACH	.		.	
0870	523.0524 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 24x38-Inch	2.000 EACH	.		.	
0880	523.0558 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 58x91-Inch	2.000 EACH	.		.	
0890	527.0325 Pipe Arch Structural Plate 10-FT Span	92.000 LF	.		.	
0900	601.0405 Concrete Curb & Gutter 18-Inch Type A	175.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0910	601.0411 Concrete Curb & Gutter 30-Inch Type D	5,175.000 LF	.		.	
0920	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	15,925.000 LF	.		.	
0930	601.0582 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type T	190.000 LF	.		.	
0940	602.0410 Concrete Sidewalk 5-Inch	22,825.000 SF	.		.	
0950	602.0420 Concrete Sidewalk 7-Inch	530.000 SF	.		.	
0960	602.0505 Curb Ramp Detectable Warning Field Yellow	224.000 SF	.		.	
0970	602.1500 Concrete Steps	24.000 SF	.		.	
0980	606.0100 Riprap Light	80.000 CY	.		.	
0990	606.0200 Riprap Medium	335.000 CY	.		.	
1000	606.0300 Riprap Heavy	45.000 CY	.		.	
1010	606.0600 Grouted Riprap Medium	12.000 CY	.		.	

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WISC 2016309

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1020	607.5000 Storm Sewer Rock Excavation	400.000 CY	.		.	
1030	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	1,032.000 LF	.		.	
1040	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	209.000 LF	.		.	
1050	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	2,187.000 LF	.		.	
1060	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	26.000 LF	.		.	
1070	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	77.000 LF	.		.	
1080	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	710.000 LF	.		.	
1090	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	580.000 LF	.		.	
1100	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	765.000 LF	.		.	
1110	608.0427 Storm Sewer Pipe Reinforced Concrete Class IV 27-Inch	300.000 LF	.		.	
1120	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	120.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1130	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	75.000 LF	.		.	
1140	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	53.000 LF	.		.	
1150	610.0414 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 14x23-Inch	258.000 LF	.		.	
1160	611.0420 Reconstructing Manholes	1.000 EACH	.		.	
1170	611.0430 Reconstructing Inlets	1.000 EACH	.		.	
1180	611.0530 Manhole Covers Type J	21.000 EACH	.		.	
1190	611.0624 Inlet Covers Type H	6.000 EACH	.		.	
1200	611.0627 Inlet Covers Type HM	41.000 EACH	.		.	
1210	611.0642 Inlet Covers Type MS	18.000 EACH	.		.	
1220	611.0652 Inlet Covers Type T	2.000 EACH	.		.	
1230	611.2004 Manholes 4-FT Diameter	2.000 EACH	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20161108030PROJECT(S):  
3360-09-72FEDERAL ID(S):  
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CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1240	611.2005 Manholes 5-FT Diameter	1.000 EACH	.		.	
1250	611.2006 Manholes 6-FT Diameter	19.000 EACH	.		.	
1260	611.2008 Manholes 8-FT Diameter	1.000 EACH	.		.	
1270	611.3004 Inlets 4-FT Diameter	22.000 EACH	.		.	
1280	611.3230 Inlets 2x3-FT	25.000 EACH	.		.	
1290	611.3901 Inlets Median 1 Grate	2.000 EACH	.		.	
1300	611.3902 Inlets Median 2 Grate	8.000 EACH	.		.	
1310	611.8110 Adjusting Manhole Covers	2.000 EACH	.		.	
1320	611.8120.S Cover Plates Temporary	25.000 EACH	.		.	
1330	611.9800.S Pipe Grates	2.000 EACH	.		.	
1340	612.0104 Pipe Underdrain 4-Inch	45.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1350	612.0106 Pipe Underdrain 6-Inch	1,410.000 LF	.		.	
1360	612.0206 Pipe Underdrain Unperforated 6-Inch	100.000 LF	.		.	
1370	612.0406 Pipe Underdrain Wrapped 6-Inch	305.000 LF	.		.	
1380	612.0700 Drain Tile Exploration	50.500 LF	.		.	
1390	612.0804 Apron Endwalls for Underdrain Reinforced Concrete 4-Inch	3.000 EACH	.		.	
1400	614.0010 Barrier System Grading Shaping Finishing	18.000 EACH	.		.	
1410	614.0396 Guardrail Mow Strip Asphalt	931.000 SY	.		.	
1420	614.0700 Sand Barrels Arrays	4.000 EACH	.		.	
1430	614.2300 MGS Guardrail 3	5,050.000 LF	.		.	
1440	614.2340 MGS Guardrail 3 L	650.000 LF	.		.	
1450	614.2610 MGS Guardrail Terminal EAT	36.000 EACH	.		.	



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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1460	616.0700.S Fence Safety	100.000				
		LF	.		.	
1470	618.0100 Maintenance And Repair of Haul Roads (project) 01. 3360-09-72	1.000				
		EACH	.		.	
1480	619.1000 Mobilization	1.000				
		EACH	.		.	
1490	620.0300 Concrete Median Sloped Nose	542.000				
		SF	.		.	
1500	623.0200 Dust Control Surface Treatment	215,600.000				
		SY	.		.	
1510	624.0100 Water	250.000				
		MGAL	.		.	
1520	625.0500 Salvaged Topsoil	60,035.000				
		SY	.		.	
1530	627.0200 Mulching	93,800.000				
		SY	.		.	
1540	628.1104 Erosion Bales	2,000.000				
		EACH	.		.	
1550	628.1504 Silt Fence	22,330.000				
		LF	.		.	
1560	628.1520 Silt Fence Maintenance	44,660.000				
		LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1570	628.1905 Mobilizations Erosion Control	10.000 EACH	.		.	
1580	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	.		.	
1590	628.2004 Erosion Mat Class I Type B	21,800.000 SY	.		.	
1600	628.2008 Erosion Mat Urban Class I Type B	5,000.000 SY	.		.	
1610	628.7005 Inlet Protection Type A	61.000 EACH	.		.	
1620	628.7010 Inlet Protection Type B	10.000 EACH	.		.	
1630	628.7015 Inlet Protection Type C	50.000 EACH	.		.	
1640	628.7504 Temporary Ditch Checks	610.000 LF	.		.	
1650	628.7555 Culvert Pipe Checks	74.000 EACH	.		.	
1660	628.7570 Rock Bags	300.000 EACH	.		.	
1670	629.0210 Fertilizer Type B	77.000 CWT	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1680	630.0130 Seeding Mixture No. 30	1,350.000 LB	.		.	
1690	630.0140 Seeding Mixture No. 40	430.000 LB	.		.	
1700	631.0300 Sod Water	450.000 MGAL	.		.	
1710	631.1000 Sod Lawn	20,000.000 SY	.		.	
1720	633.5200 Markers Culvert End	63.000 EACH	.		.	
1730	634.0614 Posts Wood 4x6-Inch X 14-FT	101.000 EACH	.		.	
1740	634.0616 Posts Wood 4x6-Inch X 16-FT	160.000 EACH	.		.	
1750	634.0618 Posts Wood 4x6-Inch X 18-FT	18.000 EACH	.		.	
1760	634.0622 Posts Wood 4x6-Inch X 22-FT	3.000 EACH	.		.	
1770	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	10.000 EACH	.		.	
1780	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	11.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1790	634.0816 Posts Tubular Steel 2x2-Inch X 16-FT	3.000 EACH	.		.	
1800	636.0050.S Foundation Drilling (diameter) 01. 30-Inch	715.000 LF	.		.	
1810	636.0050.S Foundation Drilling (diameter) 02. 36-Inch	1,480.000 LF	.		.	
1820	637.1220 Signs Type I Reflective SH	172.000 SF	.		.	
1830	637.2210 Signs Type II Reflective H	1,644.490 SF	.		.	
1840	637.2230 Signs Type II Reflective F	640.250 SF	.		.	
1850	638.2102 Moving Signs Type II	25.000 EACH	.		.	
1860	638.2602 Removing Signs Type II	222.000 EACH	.		.	
1870	638.3000 Removing Small Sign Supports	236.000 EACH	.		.	
1880	641.8100 Overhead Sign Support (structure) 01. S-66-609	LUMP	LUMP		.	
1890	641.8100 Overhead Sign Support (structure) 02. S-66-610	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
1900	641.8100 Overhead Sign Support (structure) 03. S-66-242	LUMP	LUMP		.	
1910	642.5401 Field Office Type D	1.000 EACH	.		.	
1920	643.0100 Traffic Control (project) 01. 3360-09-72	1.000 EACH	.		.	
1930	643.0300 Traffic Control Drums	6,723.000 DAY	.		.	
1940	643.0410 Traffic Control Barricades Type II	73.000 DAY	.		.	
1950	643.0420 Traffic Control Barricades Type III	13,165.000 DAY	.		.	
1960	643.0500 Traffic Control Flexible Tubular Marker Posts	143.000 EACH	.		.	
1970	643.0600 Traffic Control Flexible Tubular Marker Bases	143.000 EACH	.		.	
1980	643.0705 Traffic Control Warning Lights Type A	19,624.000 DAY	.		.	
1990	643.0715 Traffic Control Warning Lights Type C	1,428.000 DAY	.		.	
2000	643.0800 Traffic Control Arrow Boards	58.000 DAY	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2010	643.0900 Traffic Control Signs	23,918.000 DAY	.		.	
2020	643.0910 Traffic Control Covering Signs Type I	8.000 EACH	.		.	
2030	643.0920 Traffic Control Covering Signs Type II	36.000 EACH	.		.	
2040	643.1050 Traffic Control Signs PCMS	98.000 DAY	.		.	
2050	643.2000 Traffic Control Detour (project) 01. 3360-09-72	1.000 EACH	.		.	
2060	643.3000 Traffic Control Detour Signs	76,155.000 DAY	.		.	
2070	645.0105 Geotextile Type C	410.000 SY	.		.	
2080	645.0111 Geotextile Type DF Schedule A	785.000 SY	.		.	
2090	645.0120 Geotextile Type HR	1,215.000 SY	.		.	
2100	645.0130 Geotextile Type R	342.000 SY	.		.	
2110	646.0106 Pavement Marking Epoxy 4-Inch	36,995.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2120	646.0600 Removing Pavement Markings	4,250.000 LF	.		.	
2130	646.0881.S Pavement Marking Grooved Wet Reflective Tape 4-Inch	170.000 LF	.		.	
2140	646.2304.S Pavement Marking Grooved Wet Reflective Epoxy 4-Inch	138,796.000 LF	.		.	
2150	647.0456 Pavement Marking Curb Epoxy	138.000 LF	.		.	
2160	647.0606 Pavement Marking Island Nose Epoxy	6.000 EACH	.		.	
2170	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	377.000 LF	.		.	
2180	647.0955 Removing Pavement Markings Arrows	5.000 EACH	.		.	
2190	647.0965 Removing Pavement Markings Words	3.000 EACH	.		.	
2200	648.0100 Locating No-Passing Zones	9.000 MI	.		.	
2210	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	4,802.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2220	649.0402 Temporary Pavement Marking Paint 4-Inch	47,140.000 LF	.		.	
2230	649.0900 Temporary Pavement Marking Stop Line 12-Inch	96.000 LF	.		.	
2240	650.4000 Construction Staking Storm Sewer	81.000 EACH	.		.	
2250	650.4500 Construction Staking Subgrade	23,200.000 LF	.		.	
2260	650.5000 Construction Staking Base	23,200.000 LF	.		.	
2270	650.5500 Construction Staking Curb Gutter and Curb & Gutter	22,748.000 LF	.		.	
2280	650.6000 Construction Staking Pipe Culverts	24.000 EACH	.		.	
2290	650.6500 Construction Staking Structure Layout (structure) 01. C-66-106	LUMP	LUMP		.	
2300	650.6500 Construction Staking Structure Layout (structure) 02. R-66-36	LUMP	LUMP		.	
2310	650.6500 Construction Staking Structure Layout (structure) 03. R-66-37	LUMP	LUMP		.	



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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2320	650.6500 Construction Staking Structure Layout (structure) 04. R-66-38	LUMP	LUMP		.	
2330	650.6500 Construction Staking Structure Layout (structure) 05. S-66-609	LUMP	LUMP		.	
2340	650.6500 Construction Staking Structure Layout (structure) 06. S-66-610	LUMP	LUMP		.	
2350	650.6500 Construction Staking Structure Layout (structure) 07. OS-66-242	LUMP	LUMP		.	
2360	650.8000 Construction Staking Resurfacing Reference	37,599.000 LF	.		.	
2370	650.8500 Construction Staking Electrical Installations (project) 01. 3360-09-72	LUMP	LUMP		.	
2380	650.9910 Construction Staking Supplemental Control (project) 01. 3360-09-72	LUMP	LUMP		.	
2390	650.9920 Construction Staking Slope Stakes	23,200.000 LF	.		.	
2400	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	2,229.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2410	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	315.000 LF	.		.	
2420	653.0140 Pull Boxes Steel 24x42-Inch	10.000 EACH	.		.	
2430	653.0905 Removing Pull Boxes	13.000 EACH	.		.	
2440	654.0101 Concrete Bases Type 1	2.000 EACH	.		.	
2450	654.0105 Concrete Bases Type 5	15.000 EACH	.		.	
2460	654.0224 Concrete Control Cabinet Bases Type L24	1.000 EACH	.		.	
2470	655.0220 Cable Traffic Signal 4-14 AWG	356.000 LF	.		.	
2480	655.0515 Electrical Wire Traffic Signals 10 AWG	393.000 LF	.		.	
2490	655.0610 Electrical Wire Lighting 12 AWG	2,091.000 LF	.		.	
2500	655.0615 Electrical Wire Lighting 10 AWG	500.000 LF	.		.	
2510	655.0625 Electrical Wire Lighting 6 AWG	9,330.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2520	655.0640 Electrical Wire Lighting 1 AWG	18.000 LF	.		.	
2530	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. 3360-09-72	LUMP	LUMP		.	
2540	657.0100 Pedestal Bases	2.000 EACH	.		.	
2550	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	15.000 EACH	.		.	
2560	657.0322 Poles Type 5-Aluminum	15.000 EACH	.		.	
2570	657.0420 Traffic Signal Standards Aluminum 13-FT	1.000 EACH	.		.	
2580	657.0430 Traffic Signal Standards Aluminum 10-FT	1.000 EACH	.		.	
2590	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	7.000 EACH	.		.	
2600	657.0715 Luminaire Arms Truss Type 4 1/2-Inch Clamp 15-FT	8.000 EACH	.		.	
2610	658.0103 Traffic Signal Face 1-12 Inch Vertical	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2620	658.0210 Backplates Signal Face 1 Section 12-Inch	2.000 EACH	.		.	
2630	658.0600 Led Modules 12-Inch Red Ball	2.000 EACH	.		.	
2640	658.5069 Signal Mounting Hardware (location) 01. STH 175 & Pioneer Rd	LUMP	LUMP		.	
2650	659.1125 Luminaires Utility LED C	15.000 EACH	.		.	
2660	659.2124 Lighting Control Cabinets 120/240 24-Inch	1.000 EACH	.		.	
2670	690.0150 Sawing Asphalt	22,004.000 LF	.		.	
2680	690.0250 Sawing Concrete	810.000 LF	.		.	
2690	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,300.000 HRS	5.00000		11500.00	
2700	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	4,200.000 HRS	5.00000		21000.00	
2710	SPV.0060 Special 01. MGS Guardrail Terminal EAT TL-2	2.000 EACH	.		.	
2720	SPV.0060 Special 02. Mitered Ends for Pipe Arch 10-Ft Span	2.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2730	SPV.0060 Special 03. Pavement Marking Grooved Preformed Thermoplastic Arrows Type 1	1.000 EACH	.		.	
2740	SPV.0060 Special 04. Pavement Marking Grooved Preformed Thermoplastic Arrows Type 2	46.000 EACH	.		.	
2750	SPV.0060 Special 05. Pavement Marking Grooved Preformed Thermoplastic Arrows Type 2R	1.000 EACH	.		.	
2760	SPV.0060 Special 06. Pavement Marking Grooved Preformed Thermoplastic Arrows Type 3	6.000 EACH	.		.	
2770	SPV.0060 Special 07. Pavement Marking Grooved Preformed Thermoplastic Arrows Type3R	3.000 EACH	.		.	
2780	SPV.0060 Special 08. Pavement Marking Grooved Preformed Thermoplastic Words	31.000 EACH	.		.	
2790	SPV.0060 Special 09. Pavement Marking Grooved Preformed Thermoplastic Yield Line 18-Inch	4.000 EACH	.		.	
2800	SPV.0060 Special 10. Section Corner Monuments Special	4.000 EACH	.		.	
2810	SPV.0060 Special 11. Adjusting Manhole Covers Special	23.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2820	SPV.0075 Special 01. Construction Staking Miscellaneous	130.000 HRS	.		.	
2830	SPV.0090 Special 01. Ditching, Shaping and Finishing	410.000 LF	.		.	
2840	SPV.0090 Special 02. Concrete Curb & Gutter 6-Inch Sloped 24-Inch Type D	924.000 LF	.		.	
2850	SPV.0090 Special 03. Fence Chain Link Vinyl Coated 4-FT	1,685.000 LF	.		.	
2860	SPV.0090 Special 04. Pavement Marking Grooved Preformed Plastic Tape 4-Inch	8,688.000 LF	.		.	
2870	SPV.0090 Special 05. Pavement Marking Grooved Preformed Plastic Tape 8-Inch	6,342.000 LF	.		.	
2880	SPV.0090 Special 06. Pavement Marking Grooved Preformed Thermoplastic Crosswalk 24-Inch	408.000 LF	.		.	
2890	SPV.0090 Special 07. Pavement Marking Grooved Preformed Thermoplastic Stop Bar 18-Inch	885.000 LF	.		.	
2900	SPV.0090 Special 08. Pavement Marking Grooved Preformed Thermoplastic 8-Inch	60.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2910	SPV.0090 Special 09. Concrete Curb and Gutter 30-Inch Type D HES	600.000 LF	.		.	
2920	SPV.0090 Special 10. Concrete Curb and Gutter 4-Inch Sloped 36-Inch Type T HES	95.000 LF	.		.	
2930	SPV.0105 Special 01. Lighting System Integrator	LUMP	LUMP		.	
2940	SPV.0105 Special 02. Lighting System Survey	LUMP	LUMP		.	
2950	SPV.0105 Special 03. Transport & Install Flasher Control Box STH 175 & Pioneer Rd	LUMP	LUMP		.	
2960	SPV.0105 Special 04. Remove Traffic Signals STH 175 & Pioneer Rd	LUMP	LUMP		.	
2970	SPV.0105 Special 05. Remove Traffic Signals STH 175 & Lannon Rd	LUMP	LUMP		.	
2980	SPV.0105 Special 06. Remove Loop Detector Wire & Lead In Cable STH 175 & Lannon Rd	LUMP	LUMP		.	
2990	SPV.0105 Special 07. Temporary Water Diversion Willow Creek	LUMP	LUMP		.	
3000	SPV.0105 Special 08. Temporary Water Diversion Little Cedar Creek	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
3010	SPV.0165 Special 01. Wall Modular Block Gravity LRFD	1,938.000 SF	.		.	
3020	SPV.0170 Special 01. Preperation of Foundation for Asphaltic Shoulders Special	3.000 STA	.		.	
3030	SPV.0195 Special 01. HMA Pavement 3 LT 58-28 S 3.0% VA Regression Special	30,989.000 TON	.		.	
3040	SPV.0195 Special 02. HMA Pavement 4 LT 58-28 S 3.0% VA Regression Special	20,333.000 TON	.		.	
3050	SPV.0195 Special 03. HMA Pavement 3 MT 58-28 S 3.0% VA Regression Special	1,882.000 TON	.		.	
3060	SPV.0195 Special 04. HMA Pavement 4 MT 58-28 S 3.0% VA Regression Special	878.000 TON	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	



**PLEASE ATTACH SCHEDULE OF ITEMS HERE**