

HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 1

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Dane	1007-10-81	WISC 2016 462	Illinois State Line - Madison CTH AB Bridge B-13-0726	IH 39

This proposal, submitted by the undersigned bidder to the Wisconsin Department of Transportation, is in accordance with the advertised request for proposals. The bidder is to furnish and deliver all materials, and to perform all work for the improvement of the designated project in the time specified, in accordance with the appended Proposal Requirements and Conditions.

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: December 13, 2016 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time September 15, 2017	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 4%	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 Grading, embankment, base aggregate, HMA pavement, Structures B-13-726, R-13-262, and R-13-263, culvert pipes, pavement marking, and permanent signing.	Date Guaranty Returned
Notice of Award Dated	

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid ExpressTM web site reflecting the latest addenda posted on the department's web site at:
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>
Use ExpediteTM 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 ExpressTM web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the ExpediteTM generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the ExpediteTM generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder

Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

(Company Name) **(Affix 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.

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1007-10-81, Illinois State Line – Madison, CTH AB Bridge B-13-0726, IH 39, Dane County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2017 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.

100-005 (20160607)

2. Scope of Work.

The work under this contract shall consist of grading, embankment, base aggregate, HMA pavement, Structures B-13-726, R-13-262 and R-13-263, culvert pipes, permanent signing, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment. Included in this Prosecution and Progress article are interim and final completion dates. These dates indicate that work efforts will possibly require multiple or concurrent controlling operations to occur at the same time. This information is included to assist the contractor and its subcontractors and shall not be interpreted as a demonstration of specified means and methods or work periods other than intermediate and completion dates.

The contractor is advised that there may be multiple mobilizations for such items as erosion control, traffic control, detours, signing items, temporary pavement markings and other incidental items related to the staging. The department will make no additional payment for said mobilizations.

Interim Completion of Work

Complete all construction operations on project 1007-10-81 except for the 28 day curing of the parapets and concrete staining for B-13-726, R-13-262 and R-13-263, and reopen CTH AB and Freeway Court to through traffic prior to 12:01 AM August 25, 2017.

If the contractor fails to complete all construction operations on project 1007-10-81 except for the 28 day curing of the parapets, concrete staining for B-13-726, R-13-262 and R-13-263, and reopen CTH AB and Freeway Court to through traffic prior to 12:01 AM August 25, 2017, the department will assess the contractor \$15,000 in interim damages for each calendar day that the roadways remain closed after 12:01 AM August 25, 2017. An entire calendar day will be charged for any period of time within a calendar day that any of the roadways remain closed beyond 12:01 AM.

The department will not grant time extensions to the interim completion date 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. Delay in material deliveries.

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

IH 39 is an oversize-overweight (OSOW) route. Maintain access for all OSOW movements during all stages of construction.

Conform the schedule of operations to the construction staging as shown in the traffic control plans and as described herein unless modifications to the schedule are approved in writing by the engineer.

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

Sequence of Operations

The department anticipates that the schedule for each stage shall be as follows, unless modifications are approved in writing by the engineer:

Stage 1A

- Replace the pavement in the outside shoulders of IH 39 northbound and southbound as permitted in the Traffic article of these special provisions.
- Remove the sloped ends of the existing concrete barrier and install beam guard along the outside shoulders of IH 39 northbound and southbound as shown in the plans and permitted in the Traffic article of these special provisions.
- Construct portions of CTH AB and Freeway Court.

Stage 1B

- Replace the pavement and widen the inside shoulders of IH 39 northbound and southbound.
- Construct portions of CTH AB and Freeway Court.

Stage 2A

- Remove portions of the existing bridge deck and parapets over the median and median lanes of IH 39.
- Construct portions of CTH AB and Freeway Court.

Stage 2B

- Remove the remaining portions of the existing bridge deck and parapets over the outside lanes of IH 39.
- Construct portions of CTH AB and Freeway Court.

Stage 2C

- Install temporary precast concrete barrier and gawk screen along the inside shoulders of IH 39.
- Construct portions of CTH AB and Freeway Court.

Stage 2D

- Remove the existing bridge girders.
- Remove the existing bridge median pier.
- Deconstruct the existing bridge north and south bridge piers to ground level.
- Deconstruct the existing bridge north and south abutments.
- Construct portions of CTH AB and Freeway Court.

Stage 3A

- Construct the proposed retaining walls, R-13-262 and R-13-263.
- Construct the proposed bridge abutments and median pier.
- Install the median bullnose beam guard.
- Place the proposed bridge girders.
- Construct portions of CTH AB and Freeway Court.

Stage 3B

- Remove the temporary precast concrete barrier and gawk screen along the inside shoulders of IH 39.
- Construct portions of CTH AB and Freeway Court.

Stage 3C

- Construct the falsework for the proposed bridge over the outside lanes of IH 39 northbound and southbound.
- Construct portions of CTH AB and Freeway Court.

Stage 3D

- Construct the falsework for the proposed bridge over the inside lanes and median area of IH 39 northbound and southbound.
- Construct portions of CTH AB and Freeway Court.

Stage 3E

- Construct the proposed bridge deck.
- Construct portions of CTH AB and Freeway Court.

Stage 3F

- Remove the falsework for the proposed bridge over the inside lanes and median area of IH 39 northbound and southbound.
- Construct portions of CTH AB and Freeway Court.

Stage 3G

- Remove the falsework for the proposed bridge over the outside lanes of IH 39 northbound and southbound
- Construct portions of CTH AB and Freeway Court.
- Remove CTH AB detour.

Staining A

- Once concrete cure duration is complete, stain the B-13-726 structure components above the outside lanes of IH 39 northbound and southbound.

Staining B

- Once concrete cure duration is complete, stain the B-13-726 structure components above the outside lanes of IH 39 northbound and southbound

Work Restrictions

Do not close traffic lanes on IH 39 outside of Permitted Lane Closure Times specified in the Traffic article. Assessment per the Lane Rental Fee Assessment article will be charged for lane closures outside of the Permitted Lane Closure Times.

Do not install culvert pipes, install or remove bridge deck false work or remove existing bridge decks over, or directly adjacent to, live lanes of traffic, and provide a 6-foot minimum lateral buffer between these work zones and live lanes of traffic.

A 2-foot minimum paved shoulder shall be maintained on IH 39 at all times adjacent to travel lane. No aggregate shoulders shall be permitted adjacent to travel lanes at any time. During the night time lane closure for shoulder work on IH 39, the existing shoulder pavement within 2 feet of the travel lane shall not be removed until the shoulder can be paved within the same night.

Contractor Coordination

The prime contractor shall have a superintendent or designated representative on the job site during all controlling work operations, including periods limited to only subcontractor work operations, to serve as a primary contact person and to coordinate all work operations.

Hold progress meetings once a week for Project 1007-10-81. These meetings will take place at 111 Interstate Blvd, Edgerton, WI. The contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work expected to begin within the next two weeks are to attend and provide a written schedule of the next week(s)' operations. Include begin and end dates of specific prime and subcontractor work operations including lane closures and traffic switches. Invite utilities, Towns of Dunn, Pleasant Springs, Blooming Grove and Cottage Grove and Dane County Sheriff Representatives to attend the progress meetings. Agenda items at the meeting will include review of the contractor's schedule and subcontractors' schedule, utility conflicts and relocation schedule, evaluation of progress and pay items, and making revisions if necessary. Plans and specifications for upcoming work will be reviewed to prevent potential problems or conflicts between contractors.

Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

It is expected that routine maintenance by the county and town personnel may be required at certain times concurrently with work being done under this contract.

Based on the progress meeting, if the engineer requests a new revised schedule, submit it within seven calendar days. Failure to submit a new schedule within seven days shall result in the engineer holding pay requests until received.

Migratory Birds

Swallow and other migratory birds' nests have not been observed on or under the existing bridge, but conditions to support nesting exist. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act.

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

Northern Long-eared Bat (*Myotis septentrionalis*)

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees. Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the Federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

According to the final 4(d) rule issued for the NLEB, the department has determined that the proposed activity may affect, but will not result in prohibited take of the NLEB. The activity involves tree removal, but will not occur within 0.25 miles of a known hibernacula, nor will the activity remove a known maternity roost tree or any other tree within 150 feet of a known maternity roost tree.

If additional trees need to be removed, no Clearing shall occur without prior approval from the engineer, following coordination with the WisDOT REC. Additional tree removal beyond the area originally specified will require consultation with the United States Fish and Wildlife Service (USFWS) and may require a bat presence/absence survey. Notify the engineer if additional Clearing cannot be avoided to begin coordination with the WisDOT REC. The WisDOT REC will initiate consultation with the USFWS and determine if a survey is necessary.

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

4. Traffic.

General

The following is a general overview of the traffic control and staging required throughout all stages of the project. The staging requirements are described further in the "Prosecution and Progress" article in these special provisions.

Accomplish the construction sequence, including the associated traffic control as detailed in the Construction Staging section of the plans, and as described in this Traffic article.

Do not begin or continue any work that closes traffic lanes outside the permitted lane closure times specified in this article.

Any revisions to traffic control plans shall adhere to article 'Notice to Contractor, Revisions to Traffic Control Plans' of these special provisions.

IH 39 will remain open to through traffic at all times for the duration of this project except where noted below and in the Prosecution and Progress article of these special provisions.

The contractor is responsible for coordinating with the following school districts to ensure that bus routes are maintained and accessible throughout construction.

Stoughton School District

Stoughton Area School District
Department of Transportation
(608) 877-5063

McFarland School District

Nelson's Bus Service
(608) 205-9040

The contractor is also responsible for coordinating with the following post offices to ensure that mail delivery is maintained for residents along the project:

Stoughton

246 E Main St
Stoughton, WI 53589
(608) 877-9020

McFarland

5315 Long Street
McFarland, WI 53558
(608) 838-6535

Traffic operations during all stages

- Maintain two lanes of traffic in each direction at all times on IH 39**.
- Maintain mainline traffic on IH 39 on a paved concrete or asphaltic surface at all times.
- Maintain a minimum lane width of 12-feet on IH 39 (16-foot minimum clear width when restricted to one lane).
- Maintain local access to residences.

*** Except during lane closures allowed as specified in the Lane Closures section.*

Traffic operations during Stages 1A/1BIH 39

- Traffic shall be maintained on all existing lanes during daytime hours.
- Nighttime lane and shoulder closures shall be used for shoulder widening, pavement replacement, and construction access according to the Traffic article in these special provisions.

CTH AB

- CTH AB shall be closed to traffic with a posted detour route.

Traffic operations during Stages 2A/2B/2C/2DIH 39

- Traffic shall be maintained on all existing lanes during daytime hours.
- Nighttime lane closure and/or shifts shall be used for bridge removal and construction access according to the Traffic article in these special provisions.
- Fifteen minute rolling closures shall be used for girder removal according to the Traffic article in these special provisions.

CTH AB

- CTH AB shall be closed to traffic with a posted detour route.

Traffic operations during Stages 3A/3B/3C/3D/3E/3F/3G

IH 39

- Traffic shall be maintained on all existing lanes during daytime hours.
- Nighttime lane closure and/or shifts shall be used for bridge construction, shoulder widening, and construction access according to the Traffic article in these special provisions.
- Fifteen minute rolling closures shall be used for girder placement according to the Traffic article in these special provisions.

CTH AB

- CTH AB shall be closed to traffic with a posted detour route.

Traffic operations during Staining A and Staining B

IH 39

- Traffic shall be maintained on all existing lanes during daytime hours.
- Nighttime lane closure and/or shifts shall be used for Concrete Staining and construction access according to the Traffic article in these special provisions.

CTH AB

- CTH AB shall be open to traffic.

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 vehicular and pedestrian traffic in the work zone and to protect and delineate hazards such as open excavations, abrupt drop-offs, and exposed manholes, inlets, hydrants, etc. The use of such devices shall be incidental to the operation which creates the hazard.

Place roadway signing as detailed on the plans and in conformance to the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Traffic control shall be completely in place by the end of the working day of a traffic switch.

Do not deliver or store materials and equipment within open travel lanes or open side roads during any stage of construction.

Conduct operations in a manner that will cause the least interference to traffic and pedestrian movements. Maintain vehicle and pedestrian access at all times to buildings within the limits of construction.

Definitions

The following definitions apply to this contract:

Lane Closures

Single lane and shoulder closures on IH 39 may be permitted during permitted lane and shoulder closure times for work required to complete the HMA pavement and the installation and removal of bridge falsework. During the times when one lane is allowed to be closed, a minimum clear width of 16 feet, including the adjacent shoulder, shall be maintained at all times. Times listed for lane closure restrictions include setup and breakdown of any equipment and traffic control devices.

Request approval from the engineer for all lane closures according to the “Wisconsin Lane Closure System Advanced Notification” section in this article of the special provisions. Include justification for the lane closure and the anticipated duration in the request. A request does not constitute approval. Terminate single lane closures at the end of the Permitted Lane Closure Times. Failure to obtain approval or reopen closed lanes at the required time shall be subject to penalties specified under the article “Lane Rental Fee Assessment”.

Shoulders may be closed if required by the work operation, but the right and left shoulder may not be closed in the same area at the same time.

All lane and shoulder closures shall be removed when work is not in progress.

Provide arrow boards for use during all single lane closures according to the MUTCD. Arrow boards for single lane closures will be paid for under the item Traffic Control Arrow Boards for each day with a single lane closure where an arrow board is in use.

Lane and Shoulder Closure Times

On IH 39, lane closures are allowed only at the times in the following tables and text. At all other times all lanes shall be fully open to traffic. Shoulder closures on IH 39 are permitted at all times.

Permitted Lane Closure Times

Day of the Week	IH 39
Monday	12:00 AM – 5:00 AM 8:00 PM – 11:59 PM
Tuesday	12:00 AM – 5:00 AM 8:00 PM – 11:59 PM
Wednesday	12:00 AM – 5:00 AM 8:00 PM – 11:59 PM
Thursday	12:00 AM – 5:00 AM 8:00 PM – 11:59 PM
Friday	12:00 AM – 5:00 AM 8:00 PM – 11:59 PM
Saturday	12:00 AM – 7:00 AM 8:00 PM – 11:59 PM
Sunday	12:00 AM – 9:00 AM 10:00 PM – 11:59 PM

For all freeway closures, a maximum of one lane or one shoulder may be closed at any one time at a specific location.

Coordinate with the State Patrol through Jeff Gustafson of the Wisconsin Department of Transportation Madison Office at (608) 516-6400 or jeffrey.gustafson@dot.wi.gov.

Roadway Closures

Maintain full access at all intersections and ramps, as shown in the Construction Staging section of the plans except as follows:

During girder placement and removal operations arrange for 15 minute rolling closures to be utilized for four nights. This will involve slowing or stopping freeway traffic for a brief period and then allowing it to proceed behind a line of state patrol cars that will coordinate the procession with the construction crew at the site. The time for these stoppages shall be restricted to between 11:00 PM and 5:00 AM, Monday PM through Friday AM, with the exception of holiday work restrictions.

Contractor operations shall not require state patrol cars to stop IH 39 traffic for more than the time described above. All vehicles from the 15 minute rolling closure queue shall be cleared prior to the start of subsequent 15 minute rolling closures. The department will allow this procedure for no more than the time specified above. The necessary flag persons, advanced signing and law enforcement personnel are required to be on site prior to and during this operation. Make arrangements for implementing the rolling stops and closures on IH 39 through Jeff Gustafson at the Southwest Region Madison Office at (608) 516-6400, with the Southwest Region Office of the Wisconsin State Patrol and the Dane County Sheriff's department at least 14 days prior to any stoppage.

Failure to reopen the roadway at the required times shall be subject to the lane rental fees specified under the article "Lane Rental Fee Assessment".

Place Traffic Control Signs Portable Changeable Message for all lane and roadway closures as shown on the plans at least seven days prior to the lane or roadway closure. Install all signing and devices for detour routes. Obtain approval from the department for all messages for the Traffic Control Signs Portable Changeable Message. The engineer will contact Jeff Gustafson at the Southwest Region Madison Office, (608) 516-6400. All lane closures are subject to the approval of the Region traffic engineer.

Interstate Highway Closures

Contractor shall have the option to utilize up to two overnight interstate closures per direction for superstructure demolition activities only. If contractor elects to use this procedure all interstate vehicular traffic in the direction of the work operation must be re-routed onto pre-designated alternate routes specified by the department. These closures cannot begin prior to 11:00 PM and must end by 5:00 AM. This procedure will be allowed based on traffic volume patterns by direction during the Monday, Tuesday, and, Wednesday overnight periods.

Contractor can also establish a single lane closure in the opposite direction of the primary work operation beginning at 8:00 PM and ending at 5:00 AM the next day.

Should the contractor consider this interstate closure method, a detailed concept plan must be forwarded to the I-39 Traffic Section at least two weeks in advance for review. Upon review it may be determined that the Wisconsin State Patrol will have to be deployed to provide supplemental assistance in directing motorists to and from the interstate highway and along the pre-designated alternate route(s). Wisconsin State Patrol assistance must be arranged by contacting Jeff Gustafson at the Southwest Regional Project Office at (608) 516-6400 no less than 10 days in advance of any planned closure.

Property Access

Maintain access to properties along the project for local residents and emergency vehicles. Access to all driveways where alternative access is not available shall remain open at all times, except when it is absolutely necessary to close them for underground construction. Concrete curb and gutter and concrete driveway construction shall be staged to maintain driveway access.

Maintain a clearly delineated, suitable driving surface of at least a 10-foot driving lane for residents, businesses, school busses, and emergency vehicles throughout construction. A suitable driving surface is defined as a material capable of withstanding a fully loaded quad axle truck without yielding as approved by the engineer. The 10-foot lane shall be graded to drain and rolled with a smooth drum vibratory roller or other alternate compaction equipment that produces a smooth driving surface.

The contractor shall provide the engineer and local law enforcement with a 24-hour, 7 days/week contact person responsible for the maintenance of the 10-foot driving lane for residents.

Contact farmers operating along CTH AB and Freeway Court to coordinate their specific needs for agricultural equipment usage and deliveries along the corridor with the contractor's work operations.

Employ such flaggers, signs, barricades, and drums as may be necessary to safeguard local traffic at all locations affected by construction operations. Make arrangements and be responsible for the prompt replacement of damaged or dislocated traffic control or guidance devices, day or night.

Inform all adjacent property owners two working days prior to closing their access(es). Maintaining property access as described above is included in the Traffic Control Surveillance and Maintenance (project) bid item.

Advance Notification

Notify Dane County, the Towns of Dunn, Pleasant Springs, Blooming Grove and Cottage Grove, and Dane County Sheriff's Department 48 hours in advance of the start of work,

closures of existing streets, 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.

Notify Stoughton and McFarland School Districts two weeks prior to construction. Also notify them one week prior to traffic switches and lane closures.

Advance notification as described above is included in the Traffic Control Surveillance and Maintenance (project) bid item.

Clear Zone Working Restrictions

Do not leave any slopes steeper than 3:1 within the clear zone or any drop offs at the edge of the traveled way greater than 2 inches which are not protected by temporary precast barrier. The clear zone for IH 39 is 30 feet.

Do not perform heavy equipment work in the median or adjacent to the shoulder at any time unless protected by concrete barrier in both directions except during night work with permitted lane closures.

Store materials or park equipment a minimum of 30 feet from the edge of the IH 39 traveled way. Equipment may be parked in the median if it is protected by concrete barrier.

If the contractor is unsure whether an individual work operation will meet the safety requirements for working within the clear zone, review the proposed work operation with the engineer before proceeding with the work.

Portable Changeable Message Signs – Message Prior Approval

After coordinating with department construction field staff, notify Jeff Gustafson at the Southwest Region Madison Office, (608) 516-6400, three weeks prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. The department will review the proposed message and either approve the message or make necessary changes.

Wisconsin Lane Closure System Advanced Notification

Provide the following minimum advance notification to the engineer for incorporation in 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	14 calendar days
System and service ramp closures	14 calendar days
Modifying all closure types	14 calendar 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.

Notify the engineer and WisDOT Statewide Traffic Operations Center (STOC) at (414) 227-2139 if there are any changes in the schedule, early completions, or cancellations of scheduled work.

The department has the authority to disallow any requested closures or width restrictions.

Protection of Bridge Pier Columns

Bridge pier columns are to remain protected at all times throughout construction with temporary precast concrete barrier or guardrail.

Construction Access

Restrict work on IH 39 within closed shoulders as allowed by the plans or engineer. All construction access is prohibited from live IH 39 lanes unless a single lane closure is in place and is subject to approval of the engineer.

Construction traffic cannot travel counter-directional adjacent to IH 39 traffic except behind temporary concrete barrier.

General Access

U-Turns at existing maintenance crossovers or temporary crossovers between IH 39 northbound and southbound will be allowed when lane closures are in place for inside northbound and southbound passing lanes.

Construction operations affecting the traveling public's safety on IH 39 will not be allowed during snow and ice conditions, or any other adverse weather conditions, unless approved by the engineer.

Delivery of equipment to IH 39 requiring the use of a semi-tractor and trailer shall only occur during those hours identified as Permitted Lane Closure Times.

Delivery and removal of materials and equipment via IH 39 shall only take place during Permitted Lane Closure Times when a lane closure is in place.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 39 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, April 14, 2017 to 6:00 AM Monday, April 17, 2017 for Easter;
- From noon Friday, May 26, 2017 to 6:00 AM Tuesday, May 30, 2017 for Memorial Day;
- From noon Friday, June 30, 2017 to 6:00 AM Thursday, July 6, 2017 for Independence Day;
- From noon Friday, September 1, 2017 to 6:00 AM Tuesday, September 5, 2017 for Labor Day.

107-005 (20050502)

6. Utilities.

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

107-065 (20080501)

There are underground and overhead utility facilities located within the project limits. The contractor shall coordinate their construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. The contractor shall use caution to ensure the integrity of the underground facilities and shall maintain code clearances from overhead facilities at all times.

Alliant Energy (WPL) – Electric

Alliant Energy – Electric has existing overhead lines between approximately Stations 35+78'AB' RT. and 43+25'AB' RT; and between approximately Stations 50+05'AB' RT. and 60+50'AB' RT. These poles and overhead lines will be removed.

Existing poles on the west side of CTH 'AB' that will remain in place are located at the following approximate locations: Station 41+30'AB' 54' LT. and Station 58+63'AB' 39' LT. The contractor shall use caution when working around these existing poles and overhead conductors.

Alliant Energy – Electric also has an existing underground cable between approximately Stations 43+25'AB' RT. and 50+05'AB' RT. This underground cable will be de-energized and discontinued in place.

Alliant Energy – Electric will install new wooden poles and overhead conductors at the following approximate locations: Station 35+78'AB', 29' RT.; Station 38+03'AB', 43'RT.; Station 39+56'AB', 52'RT.; Station 41+39'AB', 73'RT.; Station 43+36'AB', 97'RT.; Station 51+41'AB', 110'RT.; Station 53+26'AB', 88' RT.; Station 54+90'AB', 61' RT.; Station 56+52'AB', 49' RT.; Station 58+83'AB', 30' RT. The contractor shall use caution when working around these new poles and overhead conductors.

Alliant Energy – Electric will install new underground cable at the following locations: Station 43+36'AB', 97' RT. to Station 51+41'AB', 110' RT. This underground cable will be installed approximately 5-feet inside the R/W line and will be buried a minimum of 36-inches below the proposed grade elevation. Directional boring will be used to install this cable. The contractor shall use caution when working around this underground primary cable.

Alliant Energy – Electric will also install an underground crossing of CTH 'AB' located at approximately Station 56+38'AB'; this cable will be buried a minimum of 36-inches below the proposed grade elevation and will be installed using directional boring. The contractor shall use caution when working around this underground primary cable.

Alliant Energy – Electric will install an overhead crossing of CTH 'AB', located at approximately Station 58+74'AB'. The contractor shall use caution when working around this new overhead crossing.

The work will start January 2, 2017 and be completed by March 15, 2017.

The field contact for Alliant Energy – Electric is Jason Hogan, 4902 N. Biltmore Lane, Madison, WI 53718, telephone (608) 458-4871, mobile (608) 395-7395, email JasonHogan@alliantenergy.com.

American Transmission Company (ATC)

ATC has facilities within the project limits but are not anticipated to be in conflict with this project. The following items must be followed by the highway contractor when working around ATC facilities:

- Maintain safe working clearance to the 345kV conductors at all times based on the latest OSHA clearances.
- Exercise caution when working and driving near transmission line structures to avoid damage.
- Unobstructed ATC access to the transmission line and structures must be maintained at all times.
- No stockpiling or staging of equipment/materials under or near the ATC transmission lines and structures.

- Any damage to ATC facilities must be reported immediately to Doug Vosburg at telephone (608) 877-7650.
- Any proposed grade change of greater than 1-foot from what is shown on the plan, in the area of the transmission line structures must be approved by ATC prior to that grade change being constructed.
- Electrical fields under 345kV transmission lines can cause induced voltage on ungrounded equipment that is under the line (such as large vehicles). This can be uncomfortable to persons who come in contact with ungrounded equipment. The contractor is responsible for installing any grounding necessary on their equipment to minimize this issue.
- Transmission line structures may have multiple ground rods. These ground rods may be located a significant distance from the structure. All ground rods are connected to the structure via a ground wire and could be buried to a depth of 18-inches or deeper. If the ground rods are disturbed through highway construction activities, the location must be noted and promptly reported to ATC. The cost of all repairs to ground wires and ground rods is the responsibility of the highway contractor.

The field contact for American Transmission Company is Alex Metz, 5303 Fen Oak Drive, Madison, WI 53718, telephone (608) 877-7105, email ametz@atcllc.com.

Charter Communications

Charter Communications has facilities within the project limits but are not anticipated to be in conflict with this project.

The field contact for Charter Communications is Glen Jakusz, 2701 Daniels Street, Madison, WI 53718, telephone (608) 209-3202, email glen.jakusz@charter.com.

Frontier Communications

Frontier has existing buried facilities within the east right-of-way in the project area. These existing facilities will be de-energized and left in place. This includes the existing underground crossing at approximated Station 52+95'AB'.

Frontier will install new cable that will be attached to Alliant Energy – Electric poles that will be installed. The contractor shall use caution when working around these overhead telephone lines.

Frontier will construct two underground crossings of CTH 'AB'; these crossings that will be located at approximately Stations 40+70'AB' and 52+95'AB'. These crossings will be buried 4-5 feet beneath the proposed grade elevations so no conflicts are anticipated. The contractor shall use caution when working around these buried crossings. Frontier will

install a new pedestal at approximately Station 53+00'AB' 45' RT. The contractor shall use caution when working around this new pedestal.

This work will start on January 2, 2017 and be completed by March 15, 2017.

The field contact for Frontier Communications is Brian Waas, N10483 Waas Road, Lomira, WI, 53048, telephone (920) 583-4154 office, (920) 948-0747 cell, email brian@waasboring.com.

7. Contract Award and Execution.

Supplement standard spec 103 as follows:

103.9 Mobilization Workshops

103.9.1 Workshop Schedule

After contract award, attend the following workshops. Each workshop is described below and will include but not be limited to the topics outlined below.

Workshop	Timeframe
Initial Work Plan (IWP)	Prior to Notice to Proceed (NTP)
Cost Reduction Incentive & Submittals	Prior to preconstruction meeting
Utility Coordination	Prior to preconstruction meeting
Baseline CPM Progress Schedule	After NTP & submittal of Baseline CPM Progress Schedule
Work Force Opportunities	Day of preconstruction meeting

The workshop dates will be scheduled by the engineer after contract award. The engineer may modify the original workshop schedule to ensure attendance by the necessary department and contractor personnel. Workshops may be scheduled earlier than specified if agreed to by all parties. Workshops may be deleted and/or combined depending on the complexity and requirements of the project.

103.9.2 Workshops

103.9.2.1 Initial Work Plan

103.9.2.1.1 General

The Initial Work Plan workshop will provide a forum to discuss and answer questions relative to the proposal, bid schedule, and other questions in the Project Questionnaire described in standard spec 103.9.2.1.2. The Initial Work Plan Workshop will include:

- Contractor responses to the attached Project Questionnaire.
- Department presentation of the use of CPM scheduling on the project.
- Contractor presentation of the conceptual work plan for the project.

- Department and contractor discussion of the level of detail and features in the Initial Work Plan Schedule and the Baseline CPM Progress Schedule.

103.9.2.1.2 Project Questionnaire

Provide the following information in the order shown below. This information will constitute the “Project Questionnaire.”

(7/14/2014)

General Information

If a Joint Venture, provide information for each member of the Joint Venture.

1. Provide the following information about the company:

- Firm Name
- Address
- Telephone and facsimile numbers; e-mail address
- Contracting Specialties
- Years performing work in contracting specialties
- Geographic areas served
- Total Management Employees and years of service
- Project Managers
- General Superintendents
- Craft Superintendents
- Engineers
- Estimators
- CPM Schedulers

Construction Engineering

- Provide/attach a copy of your Construction Project Manager’s resume indicating the manager’s experience in similar major construction projects. The resume shall include similar projects with references. (Note: references are only for verification of work scope performed).
- Provide (if applicable) your third-party construction engineering firms.

- Provide plan for Construction surveying.

Subcontractors

- Attach the list of all subcontractors that are intended for this project and the items of work they shall perform.

Permanent Material Suppliers

- Attach the list of all permanent material suppliers that are intended for the project.

Quality Control (where applicable)

- Provide the name of your Construction Quality Control firm and qualifications indicating the firms' experience in similar major construction projects. The resume shall include similar projects with references. (Note: references are only for verification of work scope performed).
- Provide/attach a copy of your Construction Quality Control Manager's resume indicating the manager's experience in similar major construction projects. The resume shall include similar projects with references. (Note: references are only for verification of work scope performed).
- List the major elements and/or Table of Contents of your Construction Quality Management Program.
- Provide the name of your Independent Quality Control Testing firm (Construction Quality Control Lab) and qualifications indicating the firm's experience in similar major construction projects. The resume shall include similar projects with references. (Note: references are only for verification of work scope performed).

Organization Chart

- Provide a functional and personnel Organization Chart showing the authority and responsibilities of each individual identified.

Work Rules

- Provide the plan for hours per day, days per week, and number of shifts for key elements of work; i.e. sewer tunnels, retaining wall construction, roadway excavation, bridge structures, and roadway structural section activities.

Maintenance of Traffic

- Provide the name of your Traffic Control Manager and qualifications indicating the firm's experience in similar major construction projects. The resume shall include similar projects with references. (Note: references are only for verification of work scope performed).
- Attach a copy of your Preliminary Schedule indicating your approach to achieving the substantial completion schedule.

- Include an outline of your approach to the maintenance of traffic and how you shall stage the construction to meet the substantial completion schedule including planned locations for local street and freeway access into and out of the work zones for each stage of construction.

Construction

Provide the approach (resources, equipment, suppliers, number of crews, and where required ground support systems) for the following activities:

- Retaining wall construction by type of work
- Bridge demolition
- Roadway structural section
- Roadway excavation
- Underground construction
- Office and yard facilities

103.9.2.2 Cost Reduction Incentives and Submittals

The Cost Reduction Incentive (CRI) and Submittals workshop will have two primary topics outlined below:

Cost Reduction Incentives

Identify value enhancing opportunities and consider modifications to the plans and specifications that will reduce either the total cost, time of construction or traffic congestion, without impairing, in any manner, the essential functions or characteristics of the project, including, but not limited to, service life, economy of operation, ease of maintenance, benefits to the traveling public, desired appearance, or design and safety standards.

Submit recommendations resulting from the workshop for approval by the engineer as cost reduction incentive proposals in conformance with the provisions in standard spec 104.10 “Cost Reduction Incentive.”

The department and the contractor may be able to complete the CRI Concept process, as specified in standard spec 104.10.2, during the CRI workshop.

Submit CRIs after the CRI workshops that were not introduced at the CRI workshop.

Submittals

The Submittals Workshop will identify the key required submittals for the project, categorize submittals into functional areas, and develop a schedule for submittals and submittal reviews. The workshop participants will at a minimum:

1. Review the project special provisions.
2. Categorize submittals into functional areas including but not limited to:
 - MSE Retaining Walls
 - Falsework and Formwork
 - Girder Shop Drawings
 - Steel Transportation, Delivery, and Erection
 - Structure Demolition Plans
 - Pile Hammers and High Capacity Piling
 - Concrete/ Asphalt
 - Materials
 - ITS / Lighting
 - Traffic Signals
 - Sanitary Sewer and Water
 - Permits
3. Develop a schedule for submittals.

103.9.2.3 Utility Coordination

The Utility Coordination Workshop will define the scope and schedule of utility relocation work and the respective roles and responsibilities of the project team.

1. At a minimum, the following key personnel will attend the Utility Coordination Meeting:
 - Department's Utility Coordinator
 - Contractor's Project Manager, Foreman, Supervisor
 - Designer Team's Utility Coordinator
 - Key Utility Company Representative(s)

2. At a minimum, the Utility Coordination Meeting will include a review of the following:
 - Summary of all required utility relocations on the project
 - Special provisions addressing utility work
 - Sharing of contact information
 - Scheduling of work for utility relocation(s) including critical milestones and staging for the work
 - Contractor's work schedule and anticipated conflicts with the utility's construction schedule.

103.9.2.4 Baseline CPM Scheduling

At the Baseline CPM Scheduling workshop, provide a presentation of the Baseline CPM Schedule. In the presentation, include a discussion of the construction staging and sequencing of the work, understanding of traffic phasing, and application of labor and equipment resources to the work. Address comments raised in the engineer's review.

103.9.2.5 Work Force Opportunities

The Work Force Opportunities workshop will provide a venue for contractors to have meaningful dialogue with TrANS providers regarding the hiring of TrANS graduates. For the prime contractor and the subcontractors, provide staff with hiring authority to participate in a job-matching session during this workshop. The workshop will take place on the same day and in the same location as the pre-construction meeting. The workshop participants will at a minimum:

1. Review contractor hiring processes for general labor positions.
2. Review and listen to presentation provided by TrANS providers regarding the training program including details regarding how contractors can hire TrANS graduates.
3. Review TrANS graduate availability for working on project.
4. Meet one-on-one for at least two minutes with each TrANS graduate in attendance at the meeting.

(7/14/2014)

8. Lane Rental Fee Assessment.

A Description

This special provision describes Lane Rental Fee Assessment to enforce compliance of lane restrictions and discourage unnecessary closures.

A.1 General

The contract designates some lane closures to perform the work. No Lane Rental Fee Assessments will be charged for closing lanes during the Permitted Lane Closure Times. If a lane is closed outside of the Permitted Lane Closure Times, the contractor will be subject to Lane Rental Fee Assessments. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The Permitted Lane Closure Times are located in the Traffic article.

If the contractor closes lanes of traffic prior to or fails to open lanes of traffic by the specified time, then a reduction based upon 15-minute increments will be assessed to the contractor. The total reductions assessed to the contractor will be cumulative based on 15-minute increments and will be the summation of separate reductions for each traffic lane and each direction of traffic in violation.

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule. Coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project.

If other projects are in the vicinity of this project, the contractor shall coordinate lane closures to run concurrent with lane closures on adjacent projects when possible. When lane closures on adjacent projects extend into the limits of this project, Lane Rental Fee Assessments will only occur if the closure facilitates work under this contract.

A.2 Lane Rental Fee Assessment

The Lane Rental Fee Assessment incurred for each lane closure, each ramp closure, and each full closure of a roadway, per direction of travel, is as follows:

\$2,500 per 15 minutes, per lane, per direction of travel.

The total reduction from monies due to the contractor shall be the summation of the separate reductions for each work restriction violation.

The Lane Rental Fee Assessment represents the average cost of the interference and inconvenience to the road users for each closure. The Lane Rental Fee Assessment will be measured in 15-minute increments. All lane, roadway, or ramp closure event increments less than 15 minutes will be assessed as a 15-minute increment.

Lane Rental Fee Assessments will be made based on the applicable rate for any and all closures whether work is being performed or not. The engineer, or designated representative, will be the sole authority in determining time period length for the Lane Rental Fee Assessment.

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

B (Vacant)

C (Vacant)

D Measurement

The department will assess Lane Rental Fee Assessment by the dollar under the administrative item Failing to Open Road to Traffic. The total dollar amount of Lane Rental Fee Assessment will be computed by multiplying the Lane Rental Assessment Rate by the number of 15-minute increments of each lane closure event as described above.

Lane Rental Fee Assessment will be in effect from the time of the Notice to Proceed until the department issues final acceptance.

E (Vacant)

(3/15/2016)

9. Timely Decision Making Manual.

Use the Timely Decision Making Manual (TDM) on this contract. Coordinate with the department to modify the various published tools as necessary to meet the particular project needs and determine how to implement those tools under the contract. Ensure the full participation of the contractor and its principal subcontractors throughout the term of the contract.

Forms and associated guidance are published in the TDM available at the department's Highway Construction Contract Information (HCCI) web site at:

Timely Decision Making Manual (TDM)

105-005 (20151210)

10. Other Contracts.

Project 1007-10-84, Illinois State Line – Madison (Church Street to CTH AB) has an anticipated construction start date of June 2017 and is anticipated to have a completion date of November 2017 and is located adjacent to the limits of this project along IH 39.

Project 1007-10-86, Illinois State Line – Madison (CTH N Interchange) has an anticipated construction start date of May 2017 and is anticipated to have a completion date of November 2017 and is located approximately 2.5 miles south of this project along IH 39.

Project 1007-10-87, Illinois State Line – Madison (Williams Drive Bridge B-13-721) has an anticipated construction start date of May 2016 and is anticipated to have a completion date of May 2017 (remaining work includes staining the structures) and is located approximately 2 miles south of this project along IH 39.

11. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Construction operations will be allowed at night with the exception of the following operations: Do not perform pile driving between 10:00 PM and 6:00 AM the following morning.

12. Erosion Control.

Supplement standard spec 107.20 with the following:

Unless otherwise directed by the engineer at the end of each day, drive a tracked vehicle up and down all untracked or newly graded slopes to reduce the erosive potential of the slopes. The tracks shall be roughly perpendicular to the direction of storm water runoff flow down the slopes. Upslope tracking is incidental to the cost of grading.

Delete the last sentence of standard spec 107.20(7) and replace it with the following:

Provide the permanent erosion control measures immediately after performing grading operations, unless temporary erosion control measures are specified or authorized by the engineer.

13. 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 Jennifer Grimes at (608) 884-1147.
107-054 (20080901)

14. Notice to Contractor - Construction Safety.

Description

This specification describes minimum occupational safety and health requirements for the prime contractor and their subcontractors performing work on this project. The fundamental objective of these requirements is to eliminate construction related injuries and incidents so that their associated impacts to workers and the public, budgets and schedules are avoided or minimized.

Definitions:

Certified Crane Operator. To be certified a crane operator one must pass both written and practical tests offered by a nationally accredited testing organization, such as the National Commission for the Certification of Crane Operators (NCCCO) or the Operating Engineers Certification Program (OECF).

Competent Person. One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Critical Lift. A critical lift applies to, but is not limited to the following: any crane lift or hoisting operation that exceeds 75 percent of the rated capacity of the crane, requires the use of more than one crane or hoisting device, involves barge-mounted cranes, where the center of gravity could change, lifts where existing outriggers cannot be fully extended due to site constraints, lifts involving multiple lift rigging assemblies or other non-routine/difficult rigging arrangements.

Project Safety Officer (PSO). The person or persons designated by the department to coordinate implementation of a construction safety management system, including risk assessment, training, evaluating effectiveness, corrective/preventive action, and management review.

Qualified Person. One who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.

Safety Representative (SR). A person designated by the contractor to develop and implement the company's health and safety plan, assess job hazards, and identify and carry out corrective and preventive actions.

General Requirements

Notify the department immediately of any agency compliance inspections, including but not limited to the Occupational Safety and Health Administration (OSHA).

Report all project-related fatalities and OSHA-recordable injuries and illnesses that result in inpatient hospitalizations within 8 hours to the Project Safety Officer (PSO). Report all other project-related OSHA-recordable injuries and illnesses monthly to the PSO.

Safety Representative Requirements

Provide at least one Safety Representative (SR). Each SR shall perform inspections, safety observations and other safety-related duties on-site on a weekly basis, at a minimum. Provide an alternate SR in the event of illness or other unforeseen circumstances.

Each SR and alternate SR shall have training, knowledge and experience in construction safety and health, including but not limited to a current OSHA 10-hour Occupational Safety and Health Training Course in Construction Safety and Health. Provide evidence of SR certifications, qualifications and training to the PSO.

Each SR and alternate SR shall attend a 2-hour Construction Safety Awareness Training provided by the department at the beginning of the project and at least once every two years. The SR shall communicate and distribute materials provided in the 2-hour Construction Safety Awareness Training to their site workers prior to starting site construction activities.

Requirements for Construction Health and Safety Programs

In addition to implementing programs to meet the requirements of OSHA Construction Safety and Health standards, develop a written safety plan for the work to be performed. Note: General guidance is provided in Section 1-35.1.2 of the Construction and Materials Manual.

Traffic Control and Vehicle Collision Prevention/Risk Reduction

All vehicles and mobile equipment shall use high-intensity rotating, flashing, oscillating, or strobe lights according to Section 6G.02 of the Manual of Uniform Traffic Control Devices (FHWA, 2009).

Provide crash cushions or truck (or trailer)-mounted attenuators (TMAs) on shadow vehicles to protect workers, vehicles, and mobile equipment from vehicle collisions according to the Manual of Uniform Traffic Control Devices (FHWA, 2009, Section 6F.86). Coordinate with the engineer at least 72 hours before placing a TMA in service.

Personal Protective Equipment (PPE)

Minimum Requirement Personal Protective Equipment (PPE) to be worn in Construction Work Areas:

ASTM F2413-11 safety-toed boots rated for impact and puncture resistance (PR) shall be worn.

ANSI Z-87+ impact-resistant safety glasses with side shields shall be worn. Requirements for face shields, goggles, welding shades, etc. shall be determined by the SR.

ANSI Z-89.1 Class G or E hard hats where there is potential for impact or injury to the head.

Daytime Work: ANSI/ISEA 107-2004 Class 2 or 3 high visibility vests at all times and Type E pants for flaggers and other personnel working on the traffic side of concrete barriers (yellow/lime).

Nighttime Work: ANSI/ISEA 107-2004 Class 2 or 3 retro-reflective safety vests (yellow/lime) and Type E pants (Type 3 ensemble) and a hard-hat-mounted LED light (“miner’s lamp”).

Hearing protection shall be used, if the work site noise exceeds 90 decibels (dBA), as 8-hour average exposure measurements. [29 CFR 1926.52 and .101]

Walking and Working Surfaces

Keep all accessible work areas and passageways free from debris, obstructions and other slip, trip and fall hazards.

Excessive Driving Hours/Extended Work Shifts

Distribute a one-page handout to each truck driver accessing the work zone to increase their awareness of hazards related to extended work shifts. The department will make the handout available electronically.

Cranes and Hoists.

Ensure that all crane operators have been certified by the National Commission for the Certification of Crane Operators (NCCCO) or by the Operating Engineer Certification Program (OECF) if they will be operating a 10-Ton or greater capacity crane or if they are involved in critical lifts.

Provide critical lift plans to the department at least 72 hours prior to a critical lift. The contractor is responsible for all submittals, assumptions, calculations, and conclusions. Have a professional engineer, registered in the state of Wisconsin and knowledgeable of the specific site conditions and requirements, verify the adequacy of the design. Submit one copy of each design, signed and sealed by the same professional engineer verifying the design, to the engineer.

Crane operators shall safely terminate hoisting operations in the event of wind conditions that exceed the original equipment manufacturer's specifications for safe operation.

Work near American Transmission Company (ATC) 69 kV, 138 kV, and 345 kV Overhead Electric Lines

WisDOT is aware of possible induced voltage on metal objects from overhead 69 kV, 138 kV, and 345 kV electric lines. WisDOT staff are utilizing personal protective equipment (PPE) in the form of insulated gloves when inspecting or working on metal objects in the vicinity of these lines. Please use PPE according to your company policies and OSHA requirements. Consult the current version of the ATC guidance document "Induced Voltage and Nuisance Shocks" (ATC, 2013) for best practices to prevent nuisance shocks when working around these overhead lines.

Documentation and Records

Maintain documents and records and ensure that they are readily available upon request. At a minimum this includes:

- a. Written Safety Plan for Work Activities to be Performed
- b. Names of Safety Representatives and copies of their OSHA 10-Hour Occupational Safety and Health Training Course in Construction Safety and Health training cards.
- c. Names of Competent Persons and Qualified Persons (if required by OSHA for the work performed).

- d. Reports of inspections of the job sites, materials, and equipment [29 CFR 1926.20(b)(2)].
- e. Documentation that the SR has communicated and distributed materials from the Construction Safety Awareness Training to their site workers. At a minimum this will include a dated sign-in sheet with the names and signatures of the workers trained. The department will provide a sign-in sheet template electronically.
- f. Project site OSHA 300 Log (no worker names)[29 CFR 1904.29]
- g. Project site OSHA 301 Incident Report (no worker names) [29 CFR 1904.29]
- h. Hazard Communication Program [29 CFR 1926.59]
 - i. Hazardous Chemical Inventory,
 - ii. Location of Safety Data Sheets (SDSs)
 - iii. Hazard Warning Symbols
 - iv. Information and training requirements.
- i. Exposure Monitoring results (if monitoring is required under a specific OSHA standard-no worker names)
- j. Crane operator certifications (if applicable)
- k. Fall Protection Plan (if applicable) [29 CFR 1926.500-.503 and 1926.104]
- l. Confined Space Entry Procedures (if applicable). [29 CFR 1926.1200-.1213]
- m. Lockout/Tagout Procedures (if applicable). [29 CFR 1926.417 and .702]
- n. Respiratory Protection Program (if applicable) [29 CFR 1926.103 and 1910.134(c)]
- o. Emergency Action Plan [29 CFR 1926.35]
 - v. Emergency escape procedures and emergency escape route assignments
 - vi. Procedures to be followed by employees who remain to operate critical equipment before they evacuate
 - vii. Procedures to account for all employees after emergency evacuation has been completed
 - viii. Rescue and medical duties for those employees who are to perform them;
 - First Aid and Medical Treatment Procedures [29 CFR 1926.50]
 - Equipment and Supplies
 - Names of persons certified in first aid
 - Location of the nearest medical facility.
 - ix. The preferred means of reporting fires and other emergencies
 - x. Prime contractor's alarm system
 - xi. Names or regular job titles of persons who can be contacted for further information or explanation of duties under the plan.
- p. Fire Protection Program (if applicable) [29 CFR 1926.150]

- q. Fire Prevention Plan and Hot Work Permit procedures (if applicable)
[29CFR 1926.352]

15. Notice to Contractor, New or Revised Temporary Construction Access to IH 39.

Traffic control and staging plans/details contained within the project plans shall be followed by the contractor. The contractor's use of any construction access point(s) to IH 39 which is/are not shown in the plans is prohibited without the prior written approval from FHWA and the department. To obtain written approval for temporary access to IH 39 during construction, the contractor shall provide the following:

Details on existing or new project plan sheets that show:

- The location, dimensions, grades, and slopes for any new/revised temporary construction access point(s) to IH 39.
- Traffic control measures that are required to manage this access change.
- Traffic control measures that are required to secure/close any new/revised construction access points when not in use.
- Erosion control measures required to manage this change, including the location(s) of any tracking pad(s).

Written summary of proposed temporary construction access change including:

- Timeframe to construct, duration in place, and time to remove.
- Cost of proposed temporary access including grading, traffic control, erosion control, and all other items and incidentals to implement and remove the access.
- Benefits in implementing the change (i.e., cost or time savings, ease of construction, increased safety to workers, and the motoring public).
- Signed Construction Permit if temporary access traverses private property.

The above information shall be provided to the engineer a minimum of 14 calendar days prior to the contractor's anticipated implementation of the new/revised temporary construction access to IH 39. The request will be reviewed, and if warranted, concurred with designated IH 39 CMT Traffic and Project staff, the engineer, and WisDOT Central Office Field Construction Coordinator (if warranted). If these parties concur with the request, it will be forwarded to FHWA for review and processing a minimum of 7 calendar days in advance of the contractor's anticipated implementation.

The engineer will correspond with the following FHWA and department staff for concurrence:

- Anna Varney, FHWA, Anna.Varney@dot.gov
- Rich Cannon, IH 39 CMT Traffic, Richard.Cannon@dot.wi.gov
- Jeff Gustafson, IH 39 CMT Traffic, Jeffrey.Gustafson@dot.wi.gov

In the event of an emergency situation the above review process, including the extent of information required to be submitted and approval timeframes, can be modified if agreed upon by all parties.

16. Notice to Contractor, Revisions to Traffic Control Plans.

The traffic control and staging plans/details contained within the project plans have been developed from an FHWA approved Transportation Management Plan (TMP). According to TMP requirements, the DEPARTMENT shall revise the TMP during construction if conditions warrant. This specification shall be followed to obtain concurrence for implementation of any proposed changes to construction phasing/staging that will affect the traffic patterns depicted in the plans.

Submit traffic control revision(s) to the engineer a minimum of 21 calendar days prior to the anticipated implementation of the proposed change(s). Include the following:

Detail on existing or new project plan sheets that show:

- The revised traffic pattern, widths, grades, temporary pavement, signs, traffic control devices, pavement marking, flaggers, time of day, width restrictions, and any other details required to convey a new or revised traffic control design.
- Erosion control measures required, including the location(s) of any tracking pad(s).

Written summary of proposed traffic control change including:

- Benefits to implementing the change (i.e., cost or time savings, ease of construction, increased safety to workers, and the motoring public).
- Timeframe to construct, duration in place, and time to remove.

The request will be reviewed, and if warranted, concurred with designated IH 39 Corridor Management Team (CMT) staff, the engineer, and WisDOT Central Office Field Construction Coordinator (if warranted). If the request is approved, it will be forwarded to FHWA for review and processing a minimum of seven calendar days in advance of the contractor's anticipated implementation.

The engineer will correspond with the following FHWA and department staff to obtain concurrence:

- Anna Varney, FHWA, Anna.Varney@dot.gov
- Rich Cannon, IH 39 CMT Traffic, Richard.Cannon@dot.wi.gov
- Jeff Gustafson, IH 39 CMT Traffic, Jeffrey.Gustafson@dot.wi.gov

17. Notice to Contractor – Airport Operating Restrictions – Site Specific.

The Federal Aviation Administration (FAA) has height restrictions surrounding select airports. The department has obtained Temporary Determination of No Hazard to Air Navigation for all temporary structure (i.e. crane) erections associated with bridge, noise barrier, and retaining wall construction at the following location. A copy of the determination can be obtained through the engineer.

Project ID	Structure	Location	Latitude	Longitude	Heights	Issue Date	Expiration Date	Aeronautical Study No.
1007-10-81	Crane (Temporary for B-13-0726)	CTH AB Interchange	43-01-15.0 N NAD 83	89-14-49.0 W	173 feet AGL 1047 feet AMSL	05/06/2016	11/06/2017	2016-AGL-2064-OE

The aeronautical study revealed that the temporary structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is (are) met: Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking and/or lighting are accomplished on a voluntary basis, the contractor is encouraged to install and maintain it according to FAA Advisory Circular 70/7460-1 L.

Any failure or malfunction that lasts more than 30 minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867, so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

Any height of a temporary structure exceeding above ground level (AGL) or above mean sea level (AMSL), as listed in the temporary determination, will result in a substantial adverse effect and will warrant a Determination of Hazard to Air Navigation.

The determination expires unless extended, revised or terminated by the issuing FAA office. If an extension is needed, the contractor must request an extension to the effective period of the determination. The request must be postmarked or delivered, to the office below, at least 30 days prior to the expiration date:

Federal Aviation Administration
Air Traffic Airspace Branch, ASW-520
2601 Meacham Blvd.
Fort Worth, TX 76137-0520

For questions on extensions to the effective period of the determinations, contact the FAA office at (847) 294-7575 and reference the Aeronautical Study Number.

Any changes in coordinates and/or heights will void the determination. Any future construction or alteration, including increase to height, requires a separate notice to the FAA.

Determinations include temporary construction equipment such as cranes, derricks, and other equipment, which may be used during actual construction. Equipment shall not exceed the overall heights as indicated in the determination. The contractor must request separate notice to the FAA if equipment has a height greater than the determination.

The contractor must copy the engineer on any correspondence with the FAA.

A determination concerns the effect of temporary structures on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

18. Clearing and Grubbing.

Supplement standard spec 201.3 with the following:

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

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

- 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 *Acer saccharum*.
- Includes all horticultural cultivars of these species.

(Note: blue ash twigs are 4-sided. All other Wisconsin ash trees have round stems.)

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 flagging tied around the trunk perimeter (fluorescent lime is suggested as it isn't identified with other project activities).

Follow and obey the following DATCP order:

ATCP 21.17 Emerald Ash Borer, Import Controls and Quarantine

1. Importing or moving regulated items from infested areas; prohibition.

Except as provided in sub. (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.

2. Regulated items.

The following are regulated items for purposes of sub. (2):

- a) The emerald ash borer, *Agrilus planipennis* Fairmaire in any living stage.
- b) Ash trees.
- c) Ash limbs, branches, and roots.
- d) Ash logs, slabs or untreated lumber with bark attached.
- e) Cut firewood of all non-coniferous species.

- f) Ash chips and ash bark fragments (both composted and uncomposted) larger than one inch in diameter.
- g) Any other item or substance that may be designated as a regulated item if a DATCP pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.

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 disposal:

Chipped ash trees

- 1) 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.
- 2) May be buried on site within the right-of-way according to standard spec 201.3 (14).
- 3) 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).
- 4) May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).

19. Abatement of Asbestos Containing Material Structure B-13-139, Item 203.0210.S.001.

A Description

This special provision describes abating asbestos containing material on structures according to the plans, the pertinent provisions of the standard specifications, and as hereinafter provided.

B (Vacant)

C Construction

James Gondek, License Number 108099, inspected Structure B-13-139 for asbestos on December 6, 2005. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: 2% nonfriable asbestos identified in the gray gaskets at guardrail and railing attachments.

The RACM on this structure must be abated by a licensed abatement contractor. A copy of the inspection report is available from Jennifer Grimes (608) 884-1147. According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form and the abatement report to Jennifer Grimes, (608) 884-1147, and DOT BTS-ESS Attn: Hazardous Materials Specialist PO Box 7965, Madison, WI. 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-13-139, CTH AB over IH 39
- Site Address: 1.4M S JCT USH 12
- Ownership Information: WisDOT Southwest region, 111 Interstate Blvd., Edgerton, WI, 53534
- Contact: Wayne Chase
- Phone: (608) 884-1224
- Age: 55 years. This structure was constructed in 1961
- Area: 7630 SF of deck

Insert the following paragraph in Section 6.g.:

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

D Measurement

The department will measure Abatement of Asbestos Containing Material (Structure), completed according to the contract and accepted, as a single complete unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0210.S.001	Abatement of Asbestos Containing Material Structure B-13-139	LS

Payment is full compensation for submitting necessary forms; removing all asbestos; properly disposing of all waste materials; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

203-005 (20120615)

20. Debris Containment B-13-139, Item 203.0225.S.001.**A Description**

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

B (Vacant)**C Construction**

Prior to starting work, submit a debris containment plan to the engineer for review. Incorporate engineer-requested modifications. Do not start work over IH39 until the engineer approves the debris containment plan.

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

D Measurement

The department will measure Debris Containment B-13-139 as a single lump sum unit of work for each structure, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0225.S.001	Debris Containment B-13-139	LS

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

203-010 (20080902)

21. Embankment Construction.

Replace standard spec 205.3.2(4) with the following:

If placing embankment on side slopes 10-feet high or higher and steeper than one vertical to 3 horizontal, cut a minimum 2 foot horizontal bench into the existing embankment every 2 feet of vertical fill height.

22. Roadway Excavation.

Supplement standard spec 205.5.2(1) to include the following:

Provide the department with an earth flow diagram within 30 calendar days of receiving the contract Notice to Proceed.

Identify on the earth flow diagram, all excavation material within the project; material shrinkage and swell factors; acceptable on-site material available for use as embankment within the project; anticipated off-site material that will be required for use as embankment within the project (if applicable); and anticipated material to be disposed of off-site (if applicable). It is the sole responsibility of the contractor to prepare their individual investigation and testing program to establish material shrinkage and swell factors.

23. Borrow.

Replace standard spec 208.1(1) with the following:

This section describes constructing embankments and other portions of the work consistent with the earthwork summary and defines the contract requirements for embankment material if required by the plans or if the contractor elects to utilize off-site material to complete the roadway embankments.

Delete standard spec 208.2.2(2).

Supplement standard spec 208.3 to include the following:

The contractor shall be responsible for complying with all permit requirements in obtaining embankment materials.

Supplement standard spec 208.4 with the following:

The department will not measure embankment material from its source.

Supplement standard spec 208.5 with the following:

The department will not pay directly for work specified under this section pertaining to Borrow. This work is included in the Roadway Embankment bid item.

(5/31/2016)

24. Select Borrow, Item 208.1100.

Conform to the requirements of standard spec 208 and as hereinafter provided.

Materials

Furnish and use material that consists of granular material meeting the following requirements: Maximum particle size of 12 inches when measured from any face. The material passing the No. 4 sieve shall have a maximum of 20% by weight passing the No. 200 sieve.

As a contractor's option, the department will allow the use of select crushed material for select borrow. The material shall conform to the requirements of standard spec 312, and will be measured and paid for as Select Borrow.

(1/5/2016)

25. 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-rsrces/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:

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

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

B Materials

B.1 Quality Control Plan

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

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

B.2 Personnel

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

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

^[1] 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

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 seven 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)

26. Base Aggregate Dense 3/4 –Inch.

Revise standard spec 301.2.4.3 as follows:

Furnish aggregate classified as crushed stone, from a department-approved quarry, for ¾-inch base when used in the top 3 inches of the unpaved portion of the shoulder or for unpaved driveways and field entrances.

27. Base Aggregate Dense 1 ¼-Inch.

Revise standard spec 305.2.2.1 as follows:

Use 1 ¼-Inch base aggregate that conforms to the following gradation requirements.

SIEVE	PERCENT PASSING BY WEIGHT
1 1/4 inch	95 - 100
1 inch	---
3/4 inch	70 - 90
3/8 inch	45 - 75
No. 4	30 - 60
No. 10	20 - 40
No. 40	7 - 25
No. 200	2 - 12 ^{[1], [2]}

^[1] Limited to a maximum of 8.0 percent for base placed between old and new pavement.

^[2] 3 - 10 percent passing when base is 3 50% crushed gravel

28. HMA Pavement Modification.

A Description

This special provision describes specialized material requirements for HMA Pavements. Conform to standard spec 460 as modified in this special provision.

Replace the noted HMA mixture values in Table 460-2 under standard spec 460.2.7 with the following:

1. LA Wear (AASHTO T96) – LT, MT, HT, and SMA mixtures:
 - 100 revolutions – 13% loss maximum
 - 500 revolutions – 40% loss maximum
2. Soundness (AASHTO T104) (sodium sulfate) – LT, MT, HT, and SMA mixtures:
 - 9.0% loss maximum
3. Freeze/ Thaw (AASHTO T103) (specified counties) – LT, MT, HT, and SMA mixtures:
 - 12% loss maximum

Replace Note 3 at the end of Table 460-2 under standard spec 460.2.7 with the following:

[3] For No. 5 (9.5 mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 73 – 76%.
(07/13/2016)

29. Concrete Staining B-13-726, Item 517.1010.S.001; R-13-262, Item 517.1010.S.002; and R-13-263 Item 517.1010.S.003.

A Description

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

B Materials

B.1 Mortar

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

Preblended, Packaged Type II Cement:	Tri-Mix by TK Products
	Thorseal Pearl Gray by Thoro Products

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

Acrylic Bonding Admixture: TK-225 by TK Products
Achro 60 by Thoro Products
Achro Set by Master Builders

B.2 Concrete Stain

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

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

C Construction

C.1 General

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

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

C.2 Preparation of Concrete Surfaces

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

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

C.3 Staining Concrete Surfaces

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

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

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

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

C.4 Test Areas

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

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces according to the plan.

D Measurement

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

E Payment

The department will pay for plan quantities conforming to standard spec 109.1.1.2 at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
517.1010.S.001	Concrete Staining B-13-726	SF
517.1010.S.002	Concrete Staining R-13-262	SF
517.1010.S.003	Concrete Staining R-13-263	SF

Payment is full compensation for furnishing and applying the two coat system; for preparing the concrete surface; and for preparing the sample panels.

30. Fence Safety, Item 616.0700.S.

A Description

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

B Materials

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

Furnish fence fabric meeting the following requirements.

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

C Construction

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

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

616-030 (20160607)

31. Traffic Control Surveillance and Maintenance 1007-10-81, Item 643.0200.S.001.

A Description

This special provision describes providing personnel to inspect and maintain the traffic control devices, furnished, and installed, in proper condition.

B Materials

Provide one person, called the traffic control specialist, all necessary vehicles, equipment, tools, and repair materials. Provide other personnel to accomplish the inspection and maintenance if needed.

C Construction

Inspection and maintenance includes all traffic control signs or devices included in the contract, including those on detour routes. Begin when the first traffic control sign or device is put into operation and end when the last traffic control sign or device is removed from operation.

1. Ensure that the traffic control specialist inspects the traffic control signs and devices at least twice each workday and once each non-workday with at least one of the daily inspections during daytime. Separate inspections done on workdays by at least 8 hours or the amount of time from the beginning to the end of that day's work operations, whichever is less. During each inspection, clean, repair, or replace each traffic control sign or device not performing as intended, as necessary.
2. Ensure that the traffic control specialist inspects each reflective traffic control sign or device at least once each week during hours of darkness. View the signs and devices using low beam vehicle headlights to ensure reflectorization is unimpaired. Clean, repair, or replace each reflectorized traffic control sign or device not performing as intended, as necessary, before sunset of the next calendar day, or as the engineer directs otherwise.
3. Ensure that the traffic control specialist meets once each workday with the department representative responsible for traffic control on the project to discuss possible problems with the traffic control.
4. Ensure that the traffic control specialist submits a written report weekly to the engineer documenting both daytime and nighttime inspections.
5. Make the control specialist, or other contractor-designated person, available 24 hours per day, 7 days per week to clean, repair, or replace traffic control devices not performing as intended throughout the period traffic control signs and devices are operating under this contract. Provide to the engineer, the County Sheriff, and the State Patrol Region Headquarters responsible for that county the telephone number to contact the control specialist or other contractor-designated person. Ensure that the control specialist, or other designated person, is able to reach any location within the contract limits, or on detour routes, within 2 hours of being contacted, and can promptly accomplish the necessary cleaning, repair, or replacement.

D Measurement

The department will measure the Traffic Control Surveillance and Maintenance bid items by the day, acceptably completed. The measured quantity will equal the number of calendar days from the date the first traffic control sign or device is placed into operation through the date the last traffic control sign or device is removed from operation.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
643.0200.S.001	Traffic Control Surveillance and Maintenance 1007-10-81	DAY

Payment is full compensation for Payment for the Traffic Control Surveillance and Maintenance bid items is full compensation for providing all labor, materials, tools, equipment, vehicles, and incidentals, including reports and telephone charges, necessary to complete the work; and for partially or fully covering or uncovering signs not paid separately under the Traffic Control Covering Signs bid items. The department will not pay for replaced traffic control signs or devices under this bid item; replacement is incidental to the respective contract bid item or items.

643-016 (20160607)

32. Traffic Control Signs.

A Description

This special provision describes mounting height requirements and sign support requirements. Conform to standard spec 643, as modified in this special provision.

Supplement standard spec 643.2.9.1(5) as follows:

Provide associated advanced signing, including portable traffic control signing, according to the MUTCD. Mount all portable traffic control sign at a minimum height of 5 feet, measured from the bottom of the sign, above the edge of pavement.

33. Nighttime Work Lighting-Stationary.

A Description

Provide portable lighting as necessary to complete nighttime work. Nighttime operations consist of work specifically scheduled to occur after sunset and before sunrise.

B (Vacant)

C Construction

C.1 General

This provision shall apply when providing, maintaining, moving, and removing portable light towers and equipment-mounted lighting fixtures for nighttime stationary work operations, for the duration of nighttime work on the contract.

At least 14 days prior to the nighttime work, furnish a lighting plan to the engineer for review and acceptance. Address the following in the plan:

1. Layout, including location of portable lighting – lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
2. Specifications, brochures, and technical data of all lighting equipment to be used.
3. The details on how the luminaires will be attached.
4. Electrical power source information.
5. Details on the louvers, shields, or methods to be employed to reduce glare.
6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
7. Detail information on any other auxiliary equipment.

C.2 Portable Lighting

Provide portable lighting that is sturdy and free standing and does not require any guy wires, braces, or any other attachments. Furnish portable lighting capable of being moved as necessary to keep up with the construction project. Position the portable lighting and trailers to minimize the risk of being impacted by traffic on the roadway or by construction traffic or equipment. Provide lightning protection for the portable lighting. Portable lighting shall withstand up to 60 mph wind velocity.

If portable generators are used as a power source, furnish adequate power to operate all required lighting equipment without any interruption during the nighttime work. Provide wiring that is weatherproof and installed according to local, state, federal (NECA and OSHA) requirements. Equip all power sources with a ground-fault circuit interrupter to prevent electrical shock.

C.3 Light Level and Uniformity

Position (spacing and mounting height) the luminaires to provide illumination with an average to minimum uniformity ratio of 5:1 or less throughout the work area.

Illuminate the area as necessary to incorporate construction vehicles, equipment, and personnel activities.

C.4 Glare Control

Design, install, and operate all lighting supplied under these specifications to minimize or avoid glare that interferes with all traffic on the roadway or that causes annoyance or discomfort for properties adjoining the roadway. Locate, aim, and adjust the luminaires to provide the adequate level of illumination and the specified uniformity in the work area without the creation of objectionable glare.

Provide louvers, shields, or visors, as needed, to reduce any objectionable levels of glare. As a minimum, ensure the following requirements are met to avoid objectionable glare on the roadways open to traffic in either direction or for adjoining properties:

1. Aim tower-mounted luminaires, either parallel or perpendicular to the roadway, so as to minimize light aimed toward approaching traffic.
2. Aim all luminaires such that the center of beam axis is no greater than 60 degrees above vertical (straight down).

If lighting does not meet above-mentioned criteria, adjust the lighting within 24 hours.

C.5 Continuous Operation

Provide and have available sufficient fuel, spare lamps, generators, and qualified personnel to ensure that the lights will operate continuously during nighttime operation. In the event of any failure of the lighting system, discontinue the operation until the adequate level of illumination is restored. Move and remove lighting as necessary.

D (Vacant)

E Payment

Costs for furnishing a lighting plan, and for providing, maintaining, moving, and removing portable lighting, tower mounted lighting, and equipment-mounted lighting required under this special provision are incidental to the contract.

643-010 (20100709)

34. Roadway Embankment, Item SPV.0035.001.

Conform to standard spec 207 unless modified by this special provision.

A Description

Replace standard spec 207.1(1) with the following:

This section describes placing, in embankments and in miscellaneous backfills, material obtained under the bid items in the roadway and drainage excavation, or excavation for structure sections; and material obtained under Borrow as specified in standard spec 208 and modified under these special provisions.

B Materials

Conform to standard spec 207.2.

C Construction

Conform to standard spec 207.3.

D Measurement

Replace standard spec 207.4(1) with the following:

The department will measure Roadway Embankment by the cubic yard acceptably completed in its final location using the method of average end areas, with no correction for curvature or settlement, except as follows:

1. The engineer and contractor mutually agree to an alternative volume calculation method;
2. The method of average end areas is not feasible.

If it is not possible to compute volumes of the various classes of roadway and drainage embankment by the method of average end areas due to erratic location of isolated deposits, the department may compute the volumes by alternative methods involving three-dimensional measurements.

The department will not measure embankment material beyond the limits of the required slopes as shown on the plans.

E Payment

Replace standard spec 207.5(1) with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.001	Roadway Embankment	CY

Payment is full compensation for forming, compacting, shaping, sloping, trimming, finishing, and maintaining the embankments.

The department will pay for erosion control, fertilizing, and seeding of borrow sites and associated areas separately as specified for borrow sites and material disposal sites in 628.5.1.

35. Baseline CPM Progress Schedule, Item SPV.0060.001; CPM Progress Schedule Updates and Accepted Revisions, Item SPV.0060.002.

Replace standard spec 108.4 with the following:

108.4 Critical Path Method Progress Schedule

108.4.1 Software

Use the latest version of Oracle (Primavera) Project Manager (P6) version 7.0 or newer to prepare the Initial Work Plan Schedule, Baseline CPM Progress Schedule, and all Monthly CPM Updates.

108.4.2 Personnel

Designate a Project Scheduler who will be responsible for scheduling the Work and submit for department approval a professional resume describing a minimum of three years of developing and managing specific CPM scheduling experience on major (interstate) highway reconstruction projects or projects of similar size and complexity. This includes recent experience using Oracle P6 software.

108.4.3 Definitions

The department defines terms used in standard spec 108.4 as follows:

Activity

A task, event or other project element on the schedule, during the course of the project that contributes to completing the project. Activities have a description, scheduled (or actual) start and finish dates, duration and one or more logic ties.

Critical Path

The longest continuous path of activities through the project that has the least amount of total float. In general, a delay on the critical path will extend the scheduled completion date.

Critical Path Method (CPM)

A network based planning technique using activity durations and the relationships between activities to mathematically calculate a schedule for the entire project.

Construction Activity

Construction activities are discrete work activities performed by the contractor, subcontractors, utilities, or third parties within the project limits.

CPM Progress Schedule

A Critical Path Method (CPM) Progress Schedule is a network of logically related activities. The CPM schedule calculates when activities can be performed and establishes the critical or longest continuous path or paths of activities through the project.

Data Date

The earliest work period after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "as-planned."

Department's Preliminary Construction Schedule

The department's schedule for the contract work, developed during design, and provided to the contractor for informational purposes only.

Float

Float, as used herein, is the total float of an activity; i.e., it is the amount of time between the date when an activity can start (the early start), and the date when an activity must start

(the late start). In cases where the total float of an activity has a different value when calculated based on the finish dates, the lower (more critical) value will govern.

Forecast Completion Date

The completion date(s) predicted by the latest accepted CPM Update, which may be earlier or later than the contract completion date(s), depending on progress.

Fragnet

A group of logically-related activities, typically inserted into an existing CPM schedule to model a portion of the project, such as the work associated with a change order or delay impact.

Initial Work Plan Schedule

The Initial Work Plan (IWP) Schedule is a time-scaled CPM schedule showing detailed activities for the first 90 calendar days of work and summary level activities for the remainder of the project.

Intermediate Milestone Date

A contractually required date for the completion of a portion of the work, so that a subsequent portion of the work or stage of traffic phasing may proceed.

Master Program Schedule

The department's schedule for the overall I-39/90 Corridor Management Program, including intermediate milestone dates contract completion dates and codes.

Work Breakdown Structure (WBS)

A framework for organizing the activities that makes up a project by breaking the project into successively greater detail by level. A WBS organizes the project work. It does not address the sequencing and scheduling of project activities.

108.4.4 Department's Preliminary Construction Schedule

The department's Preliminary Construction Schedule was developed during the design phase of the contract. Its purpose was to illustrate work areas per Stage/Phase of construction. Durations and resource availability are department estimates only. Contractor is solely responsible for its use of means and methods and as such is fully responsible for determining durations based on own estimate of production and available resources. The suggested use of the department's Preliminary Construction Schedule is ease of identification of work availability during each Stage/Phase and the logical relationship between the Stages/Phases. The Preliminary Construction Schedule reflects one possible approach to completing the work, consistent with the traffic phasing requirements and the interim/final completion date(s) contained in the contract. The logic contained in the Preliminary Construction Schedule is not intended to alter or supplement contract requirements for the phasing of the work, but to reflect those requirements. Any reliance on the department's Preliminary Construction Schedule is at the sole risk of the contractor.

108.4.5 Contractor's Scheduling Responsibilities

The CPM Schedule shall be a tool capable of forward planning and monitoring the project. The schedule will further be used as a communication tool between the contractor and the department. It will be used to illustrate the plan, develop what-if scenarios, and analyze impacts. The accuracy and completeness of the CPM Schedule will benefit both the contractor and the department. The CPM schedule is the contractor's committed plan to complete all work within the completion deadlines.

The contractor shall submit to the department initial and monthly update schedules, each consistent in all respects with the time and order of work requirements of the contract. The project work shall be executed in the sequence indicated on the current accepted schedule. Schedules shall show the order in which the contractor proposes to carry out the work with logical links between activities, and calculations made using the critical path method to determine the controlling operation or operations. The contractor is responsible for assuring that each schedule shows a coordinated plan for complete performance of the work. Schedule the Work in the manner required to achieve the completion date and intermediate milestone dates specified in the Prosecution and Progress Special Provision.

Contractor project management personnel shall actively participate in the schedule development, the monthly updating of progress, and all schedule revisions throughout the entire duration of the contract. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate schedule.

108.4.6 Submittals

108.4.6.1 Initial Work Plan Schedule

Submit an Initial Work Plan (IWP) Schedule consisting of the following:

1. Provide a detailed plan of activities to be performed during the first 90 calendar days of the contract. Provide construction activities with durations not greater than 28 calendar days (20 business days), unless the engineer accepts requested exceptions.
2. Provide activities as necessary to depict administrative work, including submittals, reviews, procurements, inspections, and all else necessary to complete the work as described in the contract documents. Activities other than construction activities may have durations greater than 28 calendar days (20 business days).
3. Provide activities as necessary to depict third-party work related to the contract.
4. Provide summary activities for the balance of the project beyond the first 90 calendar days of the project. Summary activities may have durations greater than 28 calendar days (20 business days).
5. Submit three copies of the IWP Schedule, including the P6 native data file (XER) and an electronic file (PDF) on three separate CD-ROM's. Submit the P6 native data file (XER) and an electronic file (PDF) to the following DOT email boxes; DOTDTSDSWMEGASCHEDULERS@dot.wi.gov and I39project@dot.wi.gov.

6. Following department receipt of the IWP Schedule, allow ten business days for department review and return of comments. Within five business days of receiving the IWP Schedule, the department will schedule a workshop for the contractor to present the IWP Schedule and to answer questions raised during the department's review. Provide formal responses to the comments and resubmit the IWP Schedule as necessary. A notice to proceed will not be issued until the engineer accepts the IWP Schedule. The department will use the IWP Schedule to monitor the progress of the work until the Baseline CPM Progress Schedule is accepted.
7. Submit an updated version of the IWP Schedule on a bi-monthly basis (every other week) until the engineer accepts the Baseline CPM Progress Schedule. With each update, include actual start dates, completion percentages, and remaining durations for activities started but not completed. Include actual finish dates for completed activities.

108.4.6.2 Baseline CPM Progress Schedule

Within ten business days of receiving an approved IWP Schedule, as required in the contract, submit a Baseline CPM Progress Schedule and written narrative consisting of the following:

1. Develop the Baseline CPM schedule. The Baseline CPM is the contractor's committed plan to complete the Work within the time frames required to achieve the contract completion date and intermediate milestone dates. The department will use the schedule to monitor the progress of the work. Include the following:
 - 1.1 Provide a detailed plan of activities to be performed during the entire contract duration, including all administrative and construction activities required to complete the work as described in the contract documents. Provide construction activities with durations not greater than 28 calendar days (20 business days), unless the engineer accepts requested exceptions.
 - 1.2 Provide activities as necessary to depict administrative work, including submittals, reviews, procurements, inspections, and all else necessary to complete the work as described in the contract documents. Activities other than construction activities may have durations greater than 28 calendar days (20 business days).
 - 1.3 Provide activities as necessary to depict third-party work related to the contract. Third-party work activities may include but is not limited to Railroads, Utilities, Real Estate and local government agencies.
 - 1.4 Make allowance for specified work restrictions, non-working days, time constraints, calendars, and potential or approved weather delays; reflect involvement and reviews by the department; and coordination efforts with adjacent contractors, utility owners, and other third parties.

- 1.5 With the exception of the Project Start Milestone and Project Completion Milestone, all activities must have predecessors and successors. Predecessors and successors shall not be linked to the same activity with different relationship types. The start of an activity shall have a Start-to-Start or Finish-to-Start relationship with preceding activities. The completion of an activity shall have a Finish-to-Start or Finish-to-Finish relationship with succeeding activities. Do not use Start-to-Finish relationships. Do not use Finish-to-Start relationships with a lag or overlap unless the engineer accepts requested exceptions. Include and discuss request for exceptions in the schedule narrative provided with each schedule submittal.
- 1.6 Schedule activities shall include the following:
 - a. A clear and legible description. The use of abbreviations shall be limited. Descriptions shall include an action verb describing the work performed, a basic description of the materials used, and, where applicable, a general location of the work.
 - b. Codes for Contract ID / WisDOT Project ID, Responsibility, Stage, and Area. The department may provide additional codes for use within department reporting.
 - c. Activities shall carry a single Responsibility assignment.
- 1.7 Schedule all intermediate milestones in the proper sequence and input as either a “Start on or After” or “Finish on or Before” date. Do not use other constraint types, within the software, without prior approval by the engineer. Do not apply date constraints on any work tasks without prior approval by the engineer. Provide predecessors and successors for each intermediate milestone as necessary to model each Stage of the Work. Unless the engineer accepts a requested exception, the schedule shall encompass all the time in the contract period between the starting date and the specified completion date.
- 1.8 Develop an anticipated cash-flow curve for the project, based on the Baseline CPM schedule by assigning cost values to selective work tasks within the CPM schedule that total the value of the contract.
- 1.9 Provide budgeted quantities consistent with the bid quantities on selective construction tasks within the CPM schedule. The engineer will provide a summarized list of 30 generalized quantity items that will be identified and applied by the contractor using the P6 software application.
2. Provide three hard copies (11” x 17”) of the CPM schedule depicting the CPM network. Organize the logic diagram by grouping related activities, based on the activity codes in the CPM.

3. Provide a written narrative with the Baseline CPM explaining the planned sequence of work, as-planned critical path, critical activities for achieving intermediate milestone dates, traffic phasing, and planned labor and equipment resources. Use the narrative to further explain:
 - 3.1 The basis for activity durations in terms of production rates for each major type of work (number of shifts per day and number of hours per shift), and equipment usage and limitations.
 - 3.2 Use of constraints.
 - 3.3 Use of calendars.
 - 3.4 Estimated number of adverse weather days on a monthly-basis.
 - 3.5 Scheduling of permit and environmental constraints, and coordination of the schedule with other contractors, utilities, and public entities.
4. Submit three copies of the Baseline CPM schedule including the P6 native data file (XER) and an electronic file (PDF) on three separate CD-ROM's. Submit the P6 native data file (XER) and an electronic file (PDF) to the following dot email boxes; DOTDTSDSWMEGASCHEDULERS@dot.wi.gov and I39project@dot.wi.gov.

Within ten business days of receiving the Baseline CPM schedule, the department will schedule a workshop, review the submittal, and return review comments.

Within five business days after the Baseline CPM scheduling workshop, the department will either accept the contractor's Baseline CPM schedule or provide additional comments. Within five business days, address the department's comments and resubmit a revised Baseline CPM, including formal responses to the department's review comments. If the engineer requests justifications for activity durations provide information that may include estimated labor, equipment, unit quantities, and production rates used to determine the activity duration.

The engineer will accept the Baseline CPM based solely on whether the schedule is complete as specified in this section and meets the requirements of the contract. The engineer's acceptance of the schedule does not modify the contract and does not relieve the contractor from meeting the contract requirements.

The department will not consider requests for contract time extensions as specified in 108.10 or additional compensation for delay specified in standard spec 109.4.7 until the department accepts the Baseline CPM schedule.

108.4.6.3 Monthly CPM Schedule Updates

Submit CPM Schedule updates on a monthly basis after acceptance of the Baseline CPM Schedule. With each CPM Schedule update, include the following:

1. Actual start dates, completion percentages, and remaining durations for activities started but not completed, and actual finish dates for completed activities, through the final acceptance of the project.
2. Additional activities as necessary to depict additions to the contract by changes and logic revisions as necessary to reflect changes in the contractor's plan for prosecuting the work.
3. Include a narrative report that includes a brief description of monthly progress, changes to the critical path from the previous update, sources of potential delay, work planned for the next 30 calendar days, and all changes to the CPM Schedule. Changes to the CPM Schedule include the addition or deletion of activities, changes to activity descriptions, original durations, relationships, overlap (lag/lead), constraints, calendars, or previously recorded actual dates. Justify changes to the CPM Schedule in the narrative by describing associated changes in the planned methods or manner of performing the work or changes in the work itself.
4. Submit three copies of each CPM Schedule update, including the P6 native data file (XER) and an electronic file (PDF) on three separate CD-ROM's. Submit the P6 native data file (XER) and an electronic file (PDF) to the following dot email boxes; DOTDTSDSWMEGASCHEDULERS@dot.wi.gov and I39project@dot.wi.gov.
5. Within ten business days of receiving each CPM Schedule update, the engineer will provide formal review comments and schedule a meeting, if necessary, to address comments raised in the department's review. Address the department's comments and resubmit a revised CPM Schedule update within five business days after the department's request.

108.4.6.4 Three-Week Look-Ahead Schedules

Submit Three-Week Look-Ahead Schedules on a weekly basis after NTP. The schedule shall be prepared by computer. Provide three hard copies (11" x 17") to the engineer. With each Three-Week Look-Ahead include:

1. Activities underway and as-built dates for the past week.
2. Actual as-built dates for completed activities through final acceptance of the project.
3. Planned work for the upcoming three-week period.

4. The activities of the Three-Week Look-Ahead schedule shall include the activities underway and critical RFIs and submittals, based on the CPM schedule. The Three-Week Look-Ahead may also include details on other activities not individually represented in the CPM schedule.
5. On a weekly basis, the department and the contractor shall agree on the as-built dates depicted in the Three-Week Look-Ahead schedule or document any disagreements. Use the as-built dates from the Three-Week Look-Ahead schedules for the month when updating the CPM schedule.

108.4.6.5 Weekly Production Data

Provide estimated and actual weekly production curves for items of work on a weekly basis for applicable items of work as requested by the department including but not limited to the following:

1. Provide data on the following items by the units specified:
 - 1.1 Underground Facilities – LF per week
 - 1.2 Retaining Walls – SF per week
 - MSE Walls
 - Other Wall Types
 - 1.3 Bridge Construction
 - Foundation Pile – EACH per week
 - Foundation/Substructure Concrete – CY per week
 - Structural Steel Girders – EACH per week
 - Prestressed Concrete Girders – EACH per week
 - Deck Formwork – SF per week
 - 1.4 Roadway Excavation – CY per week
 - 1.5 Roadway Embankment – CY per week
 - 1.6 Roadway Structural Section
 - Grading/Subgrade Preparation – SY per week
 - Base Material Placement – TON per week
 - Base Material Subgrade Preparation – SY per week
 - Asphaltic Base – TON per week
 - Asphaltic and HMA Pavements – TON per week
 - Concrete Pavement – SY per week
 - Concrete Pavement – CY per week

1.7 Finishing Items – SY per week

Note: Base material shall include all breaker run, base aggregate, subbase items or other base items included in the contract. Provide production information for each individual base material item.

2. For each item, indicate the actual daily production for the past week and the anticipated weekly production for the next week. Also include cumulative production curves showing the production information for each item to date.
3. Submit the data in an electronic spreadsheet format at the same time the Three-Week Look-Ahead is submitted. On a weekly basis, the department and the contractor shall agree on the production data or document any disagreements.

108.4.7 Progress Review Meetings

After completing the weekly submittal of the Three-Week Look-Ahead Schedules and production data, attend a weekly progress review meeting to review the submittals with the department. At the meeting, address comments as necessary, and document agreement or disagreement with the department.

After submitting the monthly update and receiving the engineer's comments, attend a job-site meeting, as scheduled by the engineer, to review the progress of the schedule. At that meeting, address comments as necessary, and document agreement or disagreement with the department. The monthly meeting will be coordinated to take place on the same day and immediately before or after a weekly meeting, whenever possible.

108.4.8 CPM Progress Schedule Revisions

A CPM Progress Schedule Revision may be submitted, prior to the next CPM Monthly Update, if necessary due to changes in the Work or project conditions as authorized by the engineer. Prepare the CPM Revision in the same format as required for CPM Monthly Updates, including justification for changes to the schedule. The process for comment and acceptance of a CPM Revision will be the same as for CPM Monthly Updates. If the CPM Revision is accepted, prepare the next monthly update based on the revised CPM. If the CPM Revision is rejected, prepare the next monthly update based on the previous month's update.

The engineer will monitor the progress of the work and may request revisions to the CPM schedule. Revise the schedule as requested by the engineer, and submit a CPM Progress Schedule Revision within ten business days of the request. The process for comment and acceptance of a CPM Revision will be the same as for CPM Monthly Updates. The engineer may request that the contractor revise the CPM schedule for one or more of the following reasons:

1. The forecast completion date is scheduled to occur more than 14 calendar days after the contract completion date.

2. An intermediate milestone is scheduled to occur more than 14 calendar days after the date required by the contract.
3. The engineer determines that the progress of the work differs significantly from the current schedule.
4. A contract change order requires the addition, deletion, or revision of activities that causes a change in the contractor's work sequence or the method and manner of performing the work.

108.4.9 Documentation Required for Time Extension Requests

To request a time extension to an intermediate milestone date or the contract completion date associated with changes to the work, provide a narrative detailing the work added or deleted and the other activities affected, based on the latest accepted CPM Monthly Update. For added work, submit a proposed fragnet of activities to be added or revised in the CPM schedule, indicating how the fragnet is to be tied to the CPM schedule.

To request a time extension to an intermediate milestone date or the contract completion date associated with delays to the work, provide a narrative detailing the affected activities and the cause of the delay, based on the latest accepted CPM Monthly Update. Requests for time extensions due to delays shall meet the following criteria:

1. For requests to extend the contract completion date, include a detailed description of how the delay, or additional work, affected the project's critical path, based on the latest accepted CPM Monthly Update.
2. For requests to extend an intermediate milestone date, include a description of how the delay, or additional work, affected the controlling (longest) path to the milestone, based on the latest accepted CPM Monthly Update.
3. The department and the contractor agree that the float is not for the exclusive use or financial benefit of either party. Either party has the full use of the float on a first come basis until it is depleted.

108.4.10 Measurement for CPM Progress Schedule

The department will measure Baseline CPM Progress Schedule for each required submittal, acceptably completed.

The department will measure CPM Progress Schedule Updates and Accepted Revisions for each required submittal acceptably completed.

108.4.11 Payment for CPM Progress Schedule

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.001	Baseline CPM Progress Schedule	EACH
SPV.0060.002	CPM Progress Schedule Updates and Accepted Revisions	EACH

Payment is full compensation for furnishing all work required under these bid items. The department will pay the contract unit price for the Baseline CPM Progress Schedule after the department accepts the schedule. Thereafter, the department will pay the contract unit price for each monthly CPM Progress Schedule update acceptably completed. The department will pay the contract unit price for CPM Revisions, if the department accepts the revision. The department will not pay for proposed revisions that are not accepted.

Failure to provide satisfactory schedule submittals within the times specified will result in liquidated damages being assessed and may result in the department managing to the contractor's latest accepted schedule until such time as the contractor submits an updated or revised schedule.

If the contractor does not provide satisfactory progress schedule submittals, updates and revisions, within the time specified by these specifications, the department will assess liquidated damages. The department will deduct the amount of \$500 per calendar day due to the contractor for every calendar day that the submission of the Initial Work Plan Schedule, Baseline CPM Progress Schedule, Revised CPM Progress Schedule, and the Monthly Progress Schedule is delinquent.

If the Initial Work Plan Schedule, Baseline CPM Progress Schedule, Revised CPM Progress Schedule, and the Monthly Progress Schedule update submittals are not received by the department within 10 business days after the submittal time specified, the department will only make progress payments for the value of materials, as specified in standard spec 109.6.3.2.1, until the schedule is submitted.

(12/18/2014)

36. Access Gate 6-Foot, Item SPV.0060.003.

A Description

This special provision describes furnishing and erecting access gates per the plan detail at locations shown on the plans or as directed by the engineer, and as hereinafter provided.

B Materials

Provide a round steel pipe tubing gate that has a minimum of six horizontal rails. Overall dimensions shall be a minimum of 48-inches tall and a minimum of 66-inches wide. Dimensions between horizontal rails, overall vertical height, and overall horizontal width can vary slightly from the plan detail if approved by the engineer.

Gate will have round, heavy steel pipe tubing with a minimum outside diameter of 1-3/4 -inches constructed of a minimum 20 gauge thickness. Steel pipe tubing shall be painted. The paint color shall be either green or gray.

Provide Grade “A” Concrete Masonry according to standard spec 501 to set 6-inch diameter x 8-foot treated wood gate posts.

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

C Construction

All field welded surfaces shall have all paint removed and be properly cleaned prior to welding. After welding is complete, surface shall be primed with premixed rustproof paint followed by two field coats of enamel paint.

D Measurement

The department will measure Access Gate 6-Foot as each individual unit, acceptably installed and 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.0060.003	Access Gate 6-Foot	EACH

Payment is full compensation for furnishing and installing all materials including the gate, welding, hardware, latch chain, gate posts, and concrete masonry. The department will supply the keyed lock.

37. Landmark Reference Monuments Special, Item SPV.0060.004.

A Description

This special provision describes preserving the location and constructing new reference monuments for existing Public Land Survey System (PLSS) section corner monuments within the proposed construction limits.

B Materials

The department can furnish aluminum monument caps if necessary. Otherwise, all materials for the monumentation and witness ties will be the responsibility of the contractor to provide. Any monuments that satisfy Wisconsin Administrative Code Chapter AE-7 will be acceptable.

C Construction

Complete the work according to the pertinent requirements of standard spec 621.3 and as follows:

Obtain existing tie sheets from the Dane County Surveyor. Locate and verify existing PLSS monuments and ties. Furnish, and install if necessary, temporary and/or permanent

ties. Provide a temporary tie sheet to the department and the Dane County Surveyor, for use by the public during the construction phase of the project and before the final monumentation is complete.

Perpetuate and/or reset all PLSS monuments and witnesses under the direction of a State of Wisconsin Licensed Professional Land Surveyor. Prepare the temporary and final PLSS monument records according to the Wisconsin Administrative Code Chapter AE-7. Prepare and File new monument records with the Dane County Surveyor according to AE-7 and provide a copy of the same to the WisDOT SW Region-Madison Survey Coordinator. This work shall be overseen and completed by a State of Wisconsin Licensed Professional Land Surveyor.

The approximate location of the section corners that will likely be disturbed due to the proposed construction:

Station	Offset	<u>Landmark Reference Monument</u>		Section Corner
		Township	Range	
46+20.59' AB'	3.55 RT	06 N	10 E	NE Corner Section 1
		06 N	11 E	NW Corner Section 6
		07 N	11 E	SE Corner Section 31
		07 N	10 E	SW Corner Section 36

Notify the Dane County Surveyor and the WisDOT SW Region-Madison Survey Coordinator five working days prior to construction operations that may disturb existing monuments, with pertinent questions or for department provided monument caps.

D Measurement

The department will measure Landmark Reference Monuments Special by each 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.0060.004	Landmark Reference Monuments Special	EACH

This price shall be payment in full for furnishing a Professional Land Surveyor; obtaining existing PLSS monument record tie sheet(s); preparing, providing and filing temporary/final PLSS monument record tie sheet(s) from a Professional Land Surveyor; all survey work related to the perpetuation process; the furnishing and placing of all PLSS survey monuments; the furnishing and placement of any necessary witness ties; the removal of the existing monument(s) if necessary; excavating for the placement of the new monument(s) if necessary.

38. Apron Endwalls for Underdrain Reinforced Concrete Salvaged 6-Inch, Item SPV.0060.005.

A Description

This special provision describes excavating and removing existing Apron Endwalls for Underdrain Reinforced Concrete 6-Inch; and transporting, cleaning, and reinstalling at new locations the plans show or the engineer directs.

B Materials

Use existing materials.

C Construction

If existing apron enwalls for under drain are designated for salvage and use in the new work, remove them from the existing location, clean, handle, transport to, and install at the new location without damaging the endwall. Replace any material damaged by the contractor at no expense to the department.

Construct apron endwalls for underdrain at the new location as specified in standard spec 612.3.

D Measurement

The department will measure the Apron Endwalls for Underdrain Reinforced Concrete Salvaged 6-Inch 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.0060.005	Apron Endwalls for Underdrain Reinforced Concrete Salvaged 6-Inch	EACH

Payment is full compensation for furnishing all excavating and removing apron endwalls from existing location; for cleaning, transporting, and installing apron endwalls, including bands or connectors; and for backfilling.

39. Sawing Concrete Barrier, Item SPV.0060.006.

A Description

Saw, full depth, existing concrete barrier according to the pertinent requirements of standard spec 690, as shown on the plans, and as hereinafter provided.

B (Vacant)

C Construction

This work includes transverse full depth sawing of the concrete barrier wall, and transverse full depth sawing of the concrete barrier footing extending a distance of 2-feet out perpendicular to the front barrier face.

Contain sawing sludge on site until it can be properly disposed. Do not allow sawing sludge to enter waterways or wetlands.

D Measurement

The department will measure Sawing Concrete Barrier as each individual existing barrier saw cut, 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.0060.006	Sawing Concrete Barrier	EACH

Payment is full compensation for transverse full-depth sawing of concrete barrier wall and for concrete barrier footing.

40. Pull Box Non-Conductive 24x42-Inch, Item SPV.0060.007.

A Description

This special provision describes furnishing and installing Pull Box Non-Conductive 24x42-Inch shown on the plans.

B Materials

Furnish pull boxes, frames, and lids made of non-conductive material. Pull boxes, frames, and lids shall be suitable for Tier 15 loading as specified in ANSI/SCTE 77.

C Construction

Provide pull boxes, frames, and lids made of non-conductive materials. The contractor may extend Pull Box Non-Conductive 24x42-Inch as the plan details show using the same material as the pull box. Saw extensions parallel to the extension ring. Secure extension to original box as shown in the plan details. Excavate, place coarse aggregate drain material, and backfill as the plan details show. Dispose of surplus or unsuitable materials as specified under standard spec 205.3.12. Use covers stamped with "Electric" for traffic signal and lighting pull boxes or "WISDOT COMMUNICATIONS" for communications pull boxes.

Provide one 24" length of #6 reinforcing steel to be driven vertically on the north side of the pull box.

D Measurement

The department will measure Pull Box Non-Conductive 24x42-Inch as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.007	Pull Box Non-Conductive 24x42-Inch	EACH

Payment for Pull Box Non-Conductive 24x42-Inch is full compensation for providing and installing pull boxes, frames, lids, aggregate, fasteners, reinforcing steel; conduit extensions less than 10 feet long including fittings; and for furnishing all excavating, backfilling and disposing of surplus material. The department will pay separately for engineer-directed pull box drain duct under the Conduit Rigid Nonmetallic bid items as specified in standard spec 652.5.

41. Fill Existing Concrete Rumble Strips, Item SPV.0090.001.**A Description**

This special provision describes filling the existing concrete shoulder rumble strips prior to shifting traffic. The intent is to fill the rumble strip indentations so that the traffic can safely navigate through the work zone. Perform this work according to the plan details and herein after provided.

B Materials

Furnish asphaltic mixture meeting the requirements specified for Type 5 HT 58-28 H 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.

C Construction

Clean, fill, and compact the rumble strip indentations per standard spec 460.3 and using methods that will provide a sound smooth surface which will handle traffic and not leave a detrimental residue on the surface. Special care to limit the splatter of asphaltic material onto existing concrete is required.

D Measurement

The department will measure Fill Existing Concrete Rumble Strip by the linear foot, acceptably completed, and measured as the length along the side of the traveled way from the beginning of the first rumble strip groove filled in a segment to the end of the last rumble strip groove filled in the segment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.001	Fill Existing Concrete Rumble Strips	LF

Payment is full compensation for providing all materials; and for performing all work.

42. Compost Tube, Item SPV.0090.150.**A Description**

This special provision describes furnishing and installing compost tubes or wattles as shown on the plans or as directed by the engineer and as hereinafter provided. Compost tube shall consist of cylinders of biodegradable compost encased within biodegradable netting.

B Materials

Provide compost that:

1. Is a well-decomposed, stable, weed-free, organic, commercially manufactured material resulting from the biological degradation and transformation of plant or animal-derived materials under controlled conditions designed to promote aerobic decomposition.
2. Is mature with regard to its suitability for serving as an erosion control Best Management Practice (BMP) as defined in the table below.
3. Is stable with regard to oxygen consumption and carbon dioxide generation.
4. Does not contain paint, petroleum products, pesticides or any other chemical residues harmful to animal life or plant growth.
5. Does not possess objectionable odors.
6. Has a moisture content with no visible free water or dust produced when handling the material.

Compost feedstock may include, but is not limited to, yard waste, clean chipped wood, farm crop residue, farm animal manure, or vegetable food waste. Do not use materials that have been treated with chemical preservatives as a compost feedstock or as wood chips.

Test according to the United States Composting Council's "Test Methods for Examining of Composting and Compost (TMECC)". Provide compost with the United States Composting Council's Seal of Testing Assurance Program (STA) certification and STA product label. The compost producer must be a participant in the United States Composting Council's Seal of Testing Assurance program.

Provide quality control documentation that includes the following:

1. The compost technical data sheet with the feedstock by percentage in the final compost product.
2. A certification that the compost meets federal and state health and safety regulations.
3. A copy of the producer's STA certification.
4. A certified report of tests performed by an STA-certified lab, verifying that the compost meets the requirements in the table below.

Compost must comply with the following:

PROPERTY	TEST METHOD	REQUIREMENT
Particle Size	*TMECC 02.02-B Sample Sieving for Aggregate Size Classification % Dry Weight Basis	100% Passing, 3 inch 90 – 100% Passing, 1 inch 70 – 100% Passing, ¾ in 30 – 75% Passing, ¼ inch Maximum length 6 inches
pH	TMECC 04.11-A Elastometric pH 1:5 Slurry Method pH Units	6.0-8.0
Soluble Salts	TMECC 04.10-A Electrical Conductivity 1:5 Slurry Method dS/m (mmhos/cm)	Below 5.0
Moisture Content	TMECC 03.09-A Total Solids and Moisture at 70+/- 5 deg C % Wet Weight Basis	35 – 50
Organic Matter Content	TMECC 05.07-A Loss-On-Ignition Organic Matter Method (LOI) % Dry Weight Basis	Minimum 40% Max 60% ash content
Maturity	TMECC 05.05-A Germination and Vigor "Germination and Root Elongation" Seed Emergence Seedling Vigor % Relative to Positive Control	80 or Above
Physical Contaminants	TMECC 02.02-C Man Made Inert Removal and Classification: Plastic, Glass and Metal %>4mm fraction, dry mass	Less than 1%

PROPERTY	TEST METHOD	REQUIREMENT
	(weight) basis	
Pathogens	Shall meet Class A requirements for pathogens as specified in NR 204.07(6)(a)	Pass
Chemical Contaminants	Shall meet pollutant concentrations as specified in NR 204.07(5)(c)	Pass
Carbon to Nitrogen Ratio	C:N	10:1 – 20:1

*TMECC refers to "Test Methods for the Examination of Composting and Compost," published by the United States Department of Agriculture and the United States Compost Council (USCC).

Immediately remove from the project, compost not conforming to the above requirements or taken from a source other than those tested, and replace the compost at no cost to the department.

The engineer reserves the right to sample compost at the jobsite.

Compost tube shall be a minimum of 5 inches in diameter. Netting material shall be clean, evenly woven, and free of encrusted concrete or other contaminating materials such as preservatives. Netting material shall be free from cuts, tears, or weak places and shall have a minimum lifespan of 6 months and a maximum lifespan of not more than 24 months.

Wood stakes used in securing Compost Tube shall be made from untreated Douglas fir, hemlock, or pine species. Wood stakes shall be 2-inch by 2-inch nominal dimension and 36 inches in length. Install/locate wood stakes per manufacturer's recommendations.

C Construction

Compost tube shall be installed as soon as construction will allow or when designated by the engineer. Compost tube installation and trenching shall begin from the base of the slope and work uphill prior to any topsoil or compost placement. Trenches shall, at all times, be perpendicular to the direction of flow down the slope. Excavated material from trenching shall be spread evenly along the uphill slope and be compacted using hand tamping or other method approved by the engineer. On gradually sloped or clay-type soils trenches shall be 2 to 3 inches deep. On loose soils or on steep slopes, trenches shall be 3 to 5 inches deep, or half the thickness of the Compost tube, whichever is greater.

The contractor shall exercise care when installing wattles to ensure the method of installation minimizes the disturbance of waterways and prevents sediment or pollutant discharge into water bodies.

C.1 Maintenance

Maintain Compost tube until the project has been completed or directed otherwise. Routinely inspect Compost tube for any material dislodgement. Replace and redress any dislodged material.

D Measurement

The department will measure Compost Tube by the linear foot of tube, acceptably installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0090.150	Compost Tube	LF

Payment is full compensation for furnishing and installing Compost Tube as shown in the plans or as directed by the engineer; including the required trenching and subsequent spreading of trenched material after the embankment is stabilized; and the furnishing and installing of wood stakes to secure Compost Tube.

(9/6/2016)

43. Traffic Control Gawk Screen Furnished, Item SPV.0090.200; and Traffic Control Gawk Screen Installed, Item SPV.0090.201.

A Description

This special provision describes furnishing and installing traffic control gawk screen on concrete barrier as a traffic control device and removal upon completion of the project.

B Materials

Furnish rectangular shaped screen for temporary mounting on top of concrete barrier.

Furnish a polymer, polyethylene, or UV protected thermoplastic, or similar lightweight product that will not shatter when impacted and is proven crashworthy.

Submit shop drawings a minimum of two weeks prior to the proposed use of Traffic Control Gawk Screen.

Requirements:

- 24 inches in height.
- The same length as the concrete barrier on which it will be mounted, without splicing, except account for longitudinal overhang between the concrete barrier as shown in the plans.
- Mounted with two poles, at the spacing shown in the plan, attached to the mounting plate with the mounting plate drilled into the top of the concrete barrier.
- Secured with a chain and pin, or other approved method, to the mounting pole.

- Capable of being securely connected to the adjacent screen section using polyethylene brackets, or similar approved fasteners, made of non-metallic materials.
- Capable of expanding without buckling.
- Capable of contracting without creating gaps in the screening and while remaining securely fastened to the adjacent screen.
- Gray in color and opaque
- Has finished faces on both sides of the screen
- Capable of remaining in place from traffic gusts, wind gusts, and other outdoor elements that may move or displace the screen

Furnish and install mounting pipe and hardware according to manufacturer/supplier directions.

Installations and removals of the gawk screen to/from its supports on the jobsite shall not require any tools.

C Construction

Furnish and deliver traffic control gawk screen to worksites within the project. Install the screen according to manufacturer's recommendations at contract-identified locations or as the engineer directs. Fasten screen sections together.

Provide surveillance and maintenance as specified in standard spec 643.3.2. Repair or replace any portion of the screen that is damaged as directed by the engineer at no additional cost. Replace any screen sections that buckle, deform, shrink, or have any other material or installation failure, as determined by the engineer, at no additional cost.

Remove screen when no longer needed at the installation site, during winter when directed by the engineer, and upon project completion. In permanent concrete barrier, concrete parapet, and department owned temporary concrete barrier, remove mounting hardware to below the concrete surface. Encapsulate all exposed metal and fill all holes left by anchorage methods with an epoxy from the department's approved products list. Fill holes as the screen is removed.

D Measurement

The department will measure Traffic Control Gawk Screen Furnished by the linear foot, acceptably delivered to the project site.

The department will measure Traffic Control Gawk Screen Installed by the linear foot, acceptably completed, measured along the base of the screen after installation for each contract-identified or engineer-directed initial installation. The department will also measure subsequent contract-identified or engineer-directed reinstallations. The

department will not measure installations made solely to accommodate the contactor's means and methods.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.200	Traffic Control Gawk Screen Furnished	LF
SPV.0090.201	Traffic Control Gawk Screen Installed	LF

Payment for Traffic Control Gawk Screen Furnished is full compensation for furnishing traffic control screen, mounting posts, and mounting and fastening hardware; initial delivery; and storage until installation.

Payment for Traffic Control Gawk Screen Installed is full compensation for each installation; moving/trucking to another worksite within the project, unloading, and reinstalling; screen surveillance, maintenance, repair, and replacement; removing; disposal; and concrete barrier repair due to screen installation and after screen removal.
(5/31/2016)

44. Fence Chain Link Polymer-Coated 6-Ft., Item SPV.0090.700.

A Description

This special provision describes furnishing and installing a new polymer-coated fence system on structures according to the pertinent plan details, as directed by the engineer and as hereinafter provided. The color of all components in this fence system shall be the same and shall be as specified on the plans.

B Materials

All materials for this fence system shall be new stock, free from defects impairing strength, durability, and appearance. Fabric shall be produced by methods recognized as good commercial practice. Wire used in the manufacture of the fabric shall be capable of being woven into fabric without the polymer-coating cracking or peeling. Pipes used in framework shall be straight, true to section and free of defects. All burrs at the ends of pipes shall be removed before galvanizing. The polymer-coating shall be a dense impervious covering, applied without voids, tears or cuts that reveal the substrate. Excessive roughness, bubbles, blisters and flaking in the polymer-coating will be a basis for rejection.

B.1 Fabric

Provide steel chain link fence fabric that conforms to the requirements of ASTM F668, Class 2b, a polymer-coating fused and adhered to wire that is zinc-coated. Provide fabric woven from 9-gage wire using plan specified mesh size, diamond pattern, with both the top and bottom selvages knuckled. The minimum breaking strength of the wire shall be 1290 lbs. The color of polymer-coating shall conform to the requirements of ASTM F934.

B.2 Framework

Provide steel rails, posts and post sleeves conforming to the requirements of ASTM F1083, Standard Weight Pipe (Schedule 40) of the size (O.D.) and weight as shown on the plans. The minimum yield strength shall be 30,000 psi and the minimum tensile strength shall be 48,000 psi. These components shall be zinc-coated inside and outside by the hot-dip process as stated in ASTM F1083. Provide polymer-coating over zinc-coating that conforms to ASTM F1043. The color of polymer-coating shall conform to the requirements of ASTM F934, and match the color of the other fence components. Weld base plate to posts or post sleeves and complete any additional welding of components before galvanizing.

B.3 Fittings

Provide end post caps, line post caps, top rail sleeves, rail ends, line rail clamps, brace bands, tension bands, tension bars, and tie wires that are steel and conform to the requirements of ASTM F626. Tie wires shall be round and 9-gage wire. These components (excluding tie wires) shall be zinc-coated by the hot-dip process as stated in ASTM F626. Provide polymer-coating over zinc-coating on components (excluding tie wires) that conforms to the requirements of ASTM F626. For tie wires, provide polymer-coating on wire that is zinc-coated using the same procedure as used for the wires in the fence fabric. End post caps and line post caps shall fit tightly over posts to prevent moisture intrusion. Supply dome style caps for end posts and loop type caps for line posts. The color of polymer-coating shall conform to the requirements of ASTM F934, and match the color of the other fence components.

B.4 Bolts

All bolts are to be supplied with lock washers and nuts. Use galvanized steel bolts, nuts and washers per plan details.

B.5 Tests

B.5.1 Fabric and Tie Wire

Breaking Strength:	ASTM A370
<u>Zinc-Coating Requirements</u>	
Weight of Zinc-Coating:	ASTM A90
<u>Polymer-Coating Requirements</u>	
Thickness of Polymer-Coating:	ASTM F668
Adhesion:	ASTM F668
Accelerated Aging Test:	ASTM F668, D1499
Mandrel Bend Test:	ASTM F668

B.5.2 Framework

Tensile and Yield Strength:	ASTM E8
<u>Zinc-Coating Requirements</u>	
Weight of Zinc-Coating:	ASTM A90
<u>Polymer-Coating Requirements</u>	
Thickness of Polymer-Coating:	ASTM E376
Adhesion:	ASTM F1043
Accelerated Aging Test:	ASTM F1043, D1499

B.5.3 Fittings

<u>Zinc-Coating Requirements</u>	
Weight of Zinc-Coating:	ASTM A90
<u>Polymer-Coating Requirements</u>	
Thickness of Polymer-Coating:	ASTM F626
Adhesion:	ASTM F1043 (same test as for framework)
Accelerated Aging Test:	ASTM F1043, D1499 (same test as for framework)

B.6 Submittals

In addition to the engineer, send submittals listed in this section to the name below for informational purposes:

David Nelson
WisDOT (Bureau of Structures)
4802 Sheboygan Ave. (Room 601)
PO Box 7916
Madison, WI 53707

B.6.1 Shop Drawings

Submit shop drawings showing the details of fence construction. Show the fence height, post spacing, rail location, and all dimensions necessary for the construction of the chain link fence. Label the end posts, line posts, rails, post sleeves, top rail sleeves, bolts and fittings. State the polymer-coating type used on the fabric, framework and fittings and the Class of coating used on the fabric. State the color of polymer-coating to be used on the fence components. For the fabric, state the wire gage, mesh size, and type of selvages used. For the framework, state the size (O.D.) and unit weight for the posts and rails. For the fittings, state the size for top rail sleeves, brace bands, tension bands, tension bars, line rail clamps, size and type of bolts, and the tie wire gage. State the material type used for fabric, framework, and fittings. Also give the breaking strength for the fabric wire and the tensile and yield strength properties for the framework.

B.6.2 Specification Compliance

Submit certification of compliance with material specifications. Provide material certification and test documentation for fabric, framework, fittings and hardware that shows that all materials meet or exceed the specifications of this contract and the tests in B5. This document shall provide the name, address and phone number of the manufacturer, and the name of a contact person.

C Construction

C.1 Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and condition of materials is in conformance with these specifications. If polymer-coating is damaged, contractor shall repair or replace components as necessary to the approval of the engineer at no additional cost to the owner. Carefully store material off the ground to ensure proper ventilation and drainage and to provide protection against damage caused by ground moisture. Handle all polymer-coated material with care.

C.2 Touch-up and Repair

For minor damage caused by shipping, handling or installation to polymer-coated surfaces, touch-up the finish in conformance with the manufacturer's recommendations. Provide touch-up coating such that repairs are not visible from a distance of 6-feet. If damage is beyond repair, the fencing component shall be replaced at no additional cost to the owner. The contractor shall provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

C.3 General

Install the chain link fence according to ASTM F567 and the manufacturer's instructions. The contractor shall provide staff that is thoroughly familiar with the type of construction involved and materials and techniques specified. Chain link fabric shall be installed on the side of the posts indicated on the plans. Fabric shall be attached to the end posts with tension bars and tension bands. It shall be attached to rails, and posts without tension bands, with tie wires. The fabric shall be installed and pulled taut to provide a smooth and uniform appearance free from sag, without permanently distorting the fabric diamond or reducing the fabric height. Install top rail to pass through line post caps and form a continuous brace between end posts. Minimum length of top rail between splices shall be 20-feet. Splice top rail at joints with sleeves for a rigid connection. Locate splices near $\frac{1}{4}$ point of post spacing. Heads of bolts shall be on the side of the fence adjacent to pedestrian traffic.

D Measurement

The department will measure Fence Chain Link Polymer-Coated 6-Ft. by the linear foot, satisfactorily furnished and installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.700	Fence Chain Link Polymer-Coated 6-Ft.	LF

Payment is full compensation for fabricating, galvanizing and polymer-coating all fence components, and transporting to jobsite; for erecting components to create a polymer-coated fence system, including any touch-up and repairs.

45. Survey Project 1007-10-81, Item SPV.0105.001.

A Description

Standard spec 105.6 and 650 are modified to define the requirements for construction staking for this contract.

Add the following to standard spec 105.6.1:

Horizontal and vertical control points, provided by the department, are generally at 1-mile intervals for horizontal control and at ½-mile intervals for vertical control. Control points will be provided in a hard copy and ASCII electronic format.

Replace standard spec 105.6.2 with the following:

The department will not perform any construction staking for this contract. The contractor shall perform all survey required to layout and construct the work under this contract, subject to engineer's approval.

The survey includes establishing horizontal and vertical position for all aspects of construction including but not limited to storm sewer, subgrade, base, curb, gutter, curb and gutter, pipe culverts, structure layout, pavement, barriers (temporary and permanent), electrical installations, supplemental control, slope stakes, ponds, ITS, FTMS, ramp gates, parking lots, utilities, landscaping elements, irrigation system layout, installation of community sensitive design elements, traffic control items, fencing, etc.

The department may choose to perform quality assurance survey during construction. This quality assurance survey does not relieve the contractor of the responsibility for furnishing all survey work required under this contract.

Delete standard spec 650.1.

B (Vacant)

C Construction

Survey required under this item shall be according to all pertinent requirements of standard spec 650 and shall include all other miscellaneous survey required to layout and construct all work under this contract.

D Measurement

The department will measure Survey Project 1007-10-81 as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.001	Survey Project 1007-10-81	LS

Payment is full compensation for performing all survey work required to layout and construct all work under this contract.

(5/14/2013)

46. Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP, Item SPV.0165.850.

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 minimum.

This special provision describes the quality management program (QMP) for Mechanically Stabilized Earth (MSE) walls. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of the MSE wall, which meets all the requirements of this provision.

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

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/rdwy/cmm.aspx>

B Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Concrete Panel Mechanically Stabilized Earth Wall systems (Concrete Panel MSE Walls). Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant manufacturing the concrete panels shall be furnished to the engineer at least 14 days prior to the start of panel production.

The department maintains a list of pre-approved Concrete Panel MSE Wall systems. To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid opening date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and 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 Bureau of Structures, Structures Maintenance 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 submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit electronically to the engineer and Bureau of Structures for review and acceptance. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings 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 8 ½ 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, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the Concrete Panel MSE Wall shall be in compliance with the *AASHTO LRFD Bridge Design Specifications 6th Edition 2012*, (AASHTO LRFD) with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current *Standard Specifications for Highway and Structure Construction* (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined according to Table 11.5.7-1 LRFD.

Design and construct the walls according to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer. Where walls or wall sections intersect with an included angle of 130 degrees or less, a vertical corner element separate from the standard panel face shall abut and interact with the opposing standard panels. The corner element shall have ground reinforcement connected specifically to that panel and shall be designed to preclude lateral spread of the intersecting

panels. If the wall is installed in front of a bridge abutment or wing, it shall also be designed to resist the applied abutment/bridge lateral forces specified on the plans.

Walls parallel to supporting highway traffic shall be designed for the effects of highway surcharge loading equivalent of 2 feet soil surcharge weight or 240 psf. The design shall also consider the traffic barrier impact where applicable. Walls that do not carry highway traffic shall be designed for a live load surcharge of 100 psf according to Chapter 14 of the WisDOT LRFD Bridge Manual or as stated on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratios (CDR) for sliding, eccentricity, and bearing checks is performed by the department and are provided on the wall plans.

The design of the Concrete Panel MSE Wall by the contractor shall consider the internal and compound stability of the wall mass according to AASHTO LRFD 11.10.6. The internal stability shall include soil reinforcement pullout, soil reinforcement rupture, and panel-reinforcement connection failure at each soil reinforcement level. The design shall be performed using the Simplified Method or Coherent Gravity Method. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Facing panels shall be designed according to AASHTO LRFD 11.10.2.3. The Facing panels shall also be designed to resist compaction stresses that occur during the wall erection. The minimum thickness of the facing panel shall be 5.5 inches. The surface area of a standard single panel cannot exceed 60 square feet. The maximum height of a standard panel shall be 5 feet. The top and bottom panels may exceed 5 foot in height based on site topography subject to the approval by the Structures Design Section. The design of the steel reinforcement within the panels shall be based on one-way bending action. Design the wall panels and joints between panels to accommodate a maximum differential settlement of 1 foot over a 100-foot length, unless the plans indicate other.

The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 of the wall height, or as shown on the plan. In no case shall this length be less than 8 feet. The soil reinforcement length shall be the same from the bottom to the top of the wall. All soil reinforcement layers shall be connected to facings. The soil reinforcement shall extend a minimum of 3.0 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be 31 inches.

The uppermost layer of the reinforcement shall be located between 6 inches and 18 inches below the bottom of an overlying slab, footing or top of the wall. The upper layers of the soil reinforcement shall also be checked to verify that they have sufficient tensile resistance against traffic barrier impact where applicable.

All soil reinforcement required for the reinforced soil zone shall be connected to the face panels. The reinforcement and the reinforcement/facing connection strength shall be designed to resist maximum factored reinforcement loads according to AASHTO LRFD Section 11.10.6. Facing connection strength shall be defined as the resistance factor times the failure load, or the load at 0.5 inch deformation times 0.9, whichever is less. The nominal long term design strength in steel reinforcement and connections shall be based upon assumed conditions at the end of the design life.

Soil reinforcement shall be prefabricated into single or multiple elements before galvanizing. Soil reinforcement shall be fabricated or designed to avoid piling, drainage structures or other obstacles in the fill without field modifications. Unless approved by the Bureau of Structures cutting or altering of the basic structural section of either the strip or grid at the site is prohibited, a minimum clearance of 3" shall be maintained between any obstruction and reinforcement, and splicing reinforcement is not allowed.

The minimum embedment of the MSE wall shall be 1 foot 6 inches, or as given on the contract plan. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad. The leveling pad's steps shall keep the bottom of the wall within one half the panel heights of the minimum embedment i.e. the minimum embedment plus up to one half the height of one panel. Additional embedment may be detailed by the contractor, but will not be measured for payment.

Wall facing panels shall be installed on concrete leveling pads. The minimum cross section of the leveling pad shall be 6-inches deep by 1-foot wide.

B.3 Wall System Components

Materials furnished for wall system components 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 Wall Facing

Wall facing shall consist of modular precast concrete face panels produced by a wet cast process, and have cast-in-place concrete pads or footings. The concrete panels shall have a minimum strength of 4000 psi at 28 days. The concrete for the panels shall be air entrained, with an air content of 6% +/- 1.5%. All materials for the concrete mixture for the panels shall meet the requirements of standard spec 501. The panel edges shall be configured so as to conceal the joints. The detail shall be a shiplap, tongue and groove or other detail adequate to prevent vandalism or ultraviolet light damage to the backside of the wall joint covering. Joints between panels shall be no more than 0.75 inch. Use full wall height slip joints at points of differential settlement when detailed on the plan.

Horizontal joints must be provided with a compressible bearing material to prevent concrete to concrete contact.

A minimum of two bearing pads shall be used per panel. The allowable bearing stress shall not exceed 900 psi. The bearing pads shall be preformed EPDM rubber conforming to ASTM D-2000, Grade 2, Type A, Class A with a minimum Durometer Hardness of 80, or high-density polyethylene pads with a minimum density of 0.034 lb/in³ according to ASTM 1505.

An 18-inch wide geotextile shall be used on the backface of the wall panels to cover all panel joints. The geotextile shall meet the physical requirements stated in standard spec 645.2.4 for Geotextile Fabric, Type DF, Schedule B, except that the grab tensile strength shall be a minimum of 180 pounds in both the machine and cross-machine directions. The geotextile shall be attached with a standard construction adhesive suitable for use on concrete surfaces and cold temperatures. The adhesive shall be applied to the panels, not to the geotextile.

B.3.2 Backfill

Furnish and place backfill for Concrete Panel MSE Walls as shown on the plans and as hereinafter provided. Place backfill in a zone extending horizontally from the back face of the wall facing to 1 foot minimum beyond the end of the reinforcement and extending vertically from the top of the leveling pad to a minimum of 3 inches above the final reinforcement layer.

Use natural sand or a mixture of sand with gravel, crushed gravel or crushed stone. Do not use foundry sand, bottom ash, blast furnace slag, crushed/recycled concrete, crushed/milled asphaltic concrete or other potentially corrosive material.

Provide material conforming to the following gradation requirements as per AASHTO T27.

Sieve Size	% by Weight Passing
1 inch	100
No. 40	0 - 60
No. 200	0 - 15

The material shall have a liquid limit not greater than 25, as per AASHTO T89, and a plasticity index not greater than 6, as per AASHTO T90. Provide the percent by weight, passing the #4 sieve.

In addition, backfill material shall meet the following requirements.

Test	Method	Value (Galvanized)	Value (Aluminized Type 2)
pH	AASHTO T-289	5.0-10.0	5.0 – 9.0
Sulfate content	AASHTO T-290	200 ppm max.	
Chloride content	AASHTO T-291	100 ppm max.	
Electrical Resistivity	AASHTO T-288	3000 ohm-cm min.	1500 ohm-cm min.
Organic Content	AASHTO T-267	1.0% max.	
Angle of Internal Friction	AASHTO T-236*	30 degrees min. (At 95.0% of maximum density and optimum moisture, per AASHTO T99, or as modified by C.2.)	

*If the amount of P-4 material is greater than 60%, use AASHTO 236 with a standard-size shear box. Test results of this method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

If the amount of P-4 material is less than or equal to 60%, two options are available to determine the angle of internal friction. The first method is to perform a fractured faces count, per ASTM 5821, on the R-4 material. If more than 90% of the material is fractured on one face and more than 50% is fractured on two faces, the material meets the specifications and the angle of internal friction can be assumed to be 30 degrees. The second method allows testing all P-1" material, as per AASHTO T-236, with a large shear box. Test results of this second method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

Prior to placement of the backfill, obtain and furnish to the engineer a certified report of test results that the backfill material complies with the requirements of this specification. Specify the method used to determine the angle of internal friction. This certified report of test shall be less than 6 months old. Tests will be performed by a certified independent laboratory. In addition, when backfill characteristics and/or sources change, provide a certified report of tests for the new backfill material. Additional certified report of tests (except Angle of Internal Friction test), are also required. These additional backfill tests may be completed at the time of material production or material placement, with concurrence of the engineer. If this additional testing is completed at the time of material production, complete testing for every 2000 cubic yards of backfill or portion thereof. If this additional testing is completed at the time of material placement, complete testing for every 2000 cubic yards of backfill, or portion thereof, used per wall. All certified report of test results shall be less than 6 months old and performed by a certified independent laboratory.

B.3.3 Soil Reinforcement

All steel portions of the wall system exposed to earth shall be galvanized. All soil reinforcement and attachment devices shall be carefully inspected to ensure they are true size and free from defects that may impair the strength and durability. Soil reinforcement shall be galvanized or aluminized Type 2. Galvanized soil reinforcement shall be according to AASHTO M 111 or ASTM A641. Aluminized soil reinforcement shall be

according to ASTM A463 Aluminized Type 2-100, SS, Grade 50, Class 2. Design of galvanized soil reinforcement shall be according to Section 11.10.6.4.2 of the current AASHTO LRFD Specifications. The design life of steel soil reinforcements shall comply with AASHTO LRFD. Aluminized soil reinforcement shall be limited 16 years of steel protection. Aluminized steel shall only be used on soil reinforcement elements and shall not be used on facing connections or any other steel portion of the wall system. Steel soil reinforcement shall be prefabricated into single or multiple elements before galvanizing.

B.3.4 Miscellaneous

For cast in place concrete cap or coping, use poured concrete Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

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

C Construction

C.1 Excavation and Backfill

Excavation and preparation of the foundation for the MSE wall and the leveling pad shall be according to standard spec 206. The volume of excavation covered is limited to the width of the reinforced mass and to the depth of the leveling pad unless shown or noted otherwise on the plan. 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 of the wall.

Place backfill 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.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall panels, soil reinforcement, or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. The MSE reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back panels. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the panels.

C.2 Compaction

Compact all backfill behind the wall as specified in standard spec 207.3.6. Compact the backfill to 95.0% of maximum dry density as determined by AASHTO T-99 (modified to compute densities to the nearest 0.1 pcf), or as modified as follows. If the gradation of the granular backfill is such that the P-200 material is less than 7% and the P-40 is less than 30%, a one-point Proctor test can be conducted in place of the 5-point Proctor. To complete this one-point test, compact the sample at a moisture content of 6%, then compute the actual (as-tested) sample moisture after completion of the test. Use Method B or D, and perform this test without removing oversize particles and without correction for coarse particles, as per AASHTO T224. The one-point as-tested moisture content represents the optimum moisture, and the measured one-point density represents the maximum wet density of the material. From these values, the maximum dry density can be computed.

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the panels.

A minimum of 3 inches of backfill shall be placed over the MSE reinforcement prior to working above the reinforcement.

C.3 Wall Components

C.3.1 General

Erect panel facing and other associated elements according to the wall manufacturer's construction guide. Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing.

The MSE reinforcement shall lay horizontally on the top of the most recently placed and compacted layer of MSE backfill. Bending of MSE reinforcement that result in a kink in the reinforcement shall not be allowed. If skewing of the reinforcement is required due to obstructions in the reinforced fill, the maximum skew angle shall not exceed 15 degrees from the normal position unless a greater angle is shown on the plans. The adequacy of the skewed reinforcement in such a case shall be addressed by supporting calculations.

C.3.2 Steel Layers

Place the steel reinforcement full width in one piece as shown on the plans. No splicing will be allowed. Maintain elements in position during backfilling.

C3.3 Panel Tolerances

As backfill material is placed behind a panel, maintain the panel in its proper inclined position according to the supplier specifications and as approved by the engineer. The

supplier shall specify the back batter so that the final position of the wall is vertical. Vertical tolerances and horizontal alignment tolerances shall not exceed $\frac{3}{4}$ -inch when measured along a 10-foot straight edge. The maximum allowable offset in any panel joint shall be $\frac{3}{4}$ -inch. The overall vertical tolerance of the wall (plumbness from top to bottom) shall not exceed $\frac{1}{2}$ -inch per 10 feet of wall height. Erect the precast face panels to ensure that they are located within 1 inch from the contract plan offset at any location to ensure proper wall location at the top of the wall. Provide a $\frac{3}{4}$ -inch joint separation between all adjacent face panels to prevent direct concrete-to-concrete contact. Maintain this gap by the use of bearing pads and/or alignment pins. Failure to meet this tolerance shall cause the engineer to require the contractor to disassemble and re-erect the affected portions of the wall. In addition, imperfect molding, honeycombing, cracking or severe chipping of panels shall be cause of panel rejection.

C.4 Quality Management Program

C.4.1 Quality Control Plan

Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not perform MSE wall construction work before the engineer reviews and accepts the plan. Construct the project as the plan provides.

Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:

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 process that will be used, and action time frames.
3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
4. Descriptions of stockpiling and hauling methods.
5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
6. Location of the QC laboratory, retained sample storage, and other documentation.
7. A summary of the locations and calculated quantities to be tested under this provision.
8. A proposed sequencing plan of wall construction operations and random test locations.

C.4.2 Quality Control Personnel

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at the each grading site during all wall backfill placement, compaction, and nuclear testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density (ACT-NUC) perform field density and field moisture content testing.

If an Assistant Certified Technician (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.

C.4.3 Equipment

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

Furnish nuclear gauges from the department's approved product list at <http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>. Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.

Conform to ASTM D 6938 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Perform each test for 4 minutes of nuclear gauge count time.

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

C.4.4 Documentation

- (1) Document all observations, inspection records, and process adjustments daily. Submit test results to the department's project materials coordinator on the same day they become available.

- (2) Use forms provided in CMM chapter 8. Note other information in a permanent field record and as a part of process control documentation enumerated in the contractor's quality control plan. Enter data into the applicable materials reporting system (MRS) software within 5 business days after results are available.
- (3) Submit final testing records and other documentation to the engineer electronically within 10 business days after all contract-required information becomes available. The engineer may allow submission of scanned copies of hand-written documentation.

C.4.5 Quality Control (QC) Testing

Perform compaction testing on the backfill. Conform to CMM 8.15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 150 cubic yards of backfill, or major portion thereof in each lift. A minimum of one test for every lift is required. Deliver documentation of all compaction testing results to the engineer at the time of testing.

Perform 1 gradation test every 750 cubic yards of fill and one 5-point Proctor test (or as modified in C.2) every 2,250 cubic yards of fill. Provide the region split samples of both within 72 hours of sampling, at the region laboratory. Test sites shall be selected using ASTM Method D3665. Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.

C.4.6 Department Testing

C.4.6.1 General

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

C.4.6.2 Quality Verification (QV) Testing

- (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 C.4.2 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 at the minimum frequency of 30% of the required contractor density, Proctor and gradation tests.
- (3) The department will locate density tests and gradation samples randomly, at locations independent of the contractor's QC work. The department will split each Proctor and gradation QV sample, testing half for QV, and retaining the remaining half for 10 business days.

- (4) The department will conduct QV Proctor and gradation 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 this special provision, the department will take no further action. If density QV test results are nonconforming, the area shall be reworked until the density requirements of this special provision are met. If the gradation test results are nonconforming, standard spec 106.5 will apply. Differing QC and QV nuclear density values of more than 1.5 pcf will be investigated and resolved. QV density tests will be based on the appropriate QC Proctor test results, unless the QV and QC Proctor result difference is greater than 3.0 pcf. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

C.4.6.3 Independent Assurance (IA)

- (1) Independent 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 C.4.6.4.

C.4.6.4 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 or work, 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.5 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation of the entire reinforced soil zone, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

D Measurement

The department will measure Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP 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 plan, wall area constructed above or below these limits will not be measured for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.850	Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings and leveling pad; constructing the retaining system including drainage system; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and performing compaction testing.

Parapets, railings, abutment bodies and other items above the wall cap or coping will be paid for separately. Vehicle barrier and its support will be paid 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.
(20150824)

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

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

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

I. BASIC CONCEPTS

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 3 (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 2 (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

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

GFW SAMPLE MEMORANDUM

TO: DBE FIRMS
FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR
SUBJECT: REQUEST FOR DBE QUOTES
LET DATE & TIME
DATE: MONTH DAY YEAR
CC: DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

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

All questions should be directed to:

Project Manager, John Doe,
Phone: (000) 123-4567
Email: Joe@joetheplumber.com
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:

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.
-

450.3.1.1.4 Recording Truck Loads

Replace the entire text with the following effective with the December 2016 letting:

- (1) If not using automatic batch recording, install a digital recorder as part of the platform truck or storage silo scales. Ensure that the recorder can produce a printed digital record of at least the gross or net weights of delivery trucks. Provide gross, tare, net weights, load count, and the cumulative tonnage; the date, time, ticket number, WisDOT project ID, and mix 250 number; and the mix type including the traffic, binder, and mix designation codes specified in 460.3.1. Ensure that scales cannot be manually manipulated during the printing process. Provide an interlock to prevent printing until the scales come to rest. Size the scales and recorder to accurately weigh the heaviest loaded trucks or tractor-trailers hauling asphaltic mixture. Ensure that recorded weights are accurate to within 0.1 percent of the nominal capacity of the scale.
 - (2) Ensure that tickets identify additives not included in the mix design submittal. Indicate on the ticket if the mixture will be placed under a cold weather paving plan and identify the warm mix additive and dosage rate required under 450.3.2.1.2.2.
-

455.3.2.1 General

Replace paragraph one with the following effective with the December 2016 letting:

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is reasonably free of loose dirt, dust, or other foreign matter. Do not apply to surfaces with standing water. Do not apply if weather or surface conditions are unfavorable or before impending rains.
-

460.2.1 General

Replace the entire text with the following effective with the December 2016 letting:

- (1) Furnish a homogeneous mixture of coarse aggregate, fine aggregate, mineral filler if required, SMA stabilizer if required, recycled material if used, warm mix asphalt additive or process if used, and asphaltic material. Design mixtures conforming to table 460-1 and table 460-2 to 4.0% air voids to establish the aggregate structure.
- (2) Determine the target JMF asphalt binder content for production from the mix design data corresponding to 3.0% air voids (97% Gmm) target at the design the number of gyrations (Ndes). Add liquid asphalt to achieve the required air voids at Ndes.
- (3) For SMA, determine the target JMF asphalt binder content for production from the mix design data corresponding to 4.0% air voids (96% Gmm) target at Ndes.

460.2.8.2.1.5 Control Limits

Replace paragraph one with the following effective with the December 2016 letting:

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

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent ^[1]	+1.3/-1.0	+1.0/-0.7
VMA in percent ^[2]	- 0.5	- 0.2

^[1] For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

^[2] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

460.2.8.2.1.6 Job Mix Formula Adjustment

Replace paragraph one with the following effective with the December 2016 letting:

- (1) The contractor may request adjustment of the JMF according to CMM 8-36.6.13.1. Have an HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have a certified Hot Mix Asphalt, Mix Design, Report Submittals technician review the proposed adjustment and, if acceptable, issue a revised JMF.

460.2.8.3.1.6 Acceptable Verification Parameters

Replace paragraph one with the following effective with the December 2016 letting:

- (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. For SMA, Va is within a range of 2.7 to 5.3 percent.
 - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.

460.3.3.1 Minimum Required Density

Replace paragraph one with the following effective with the December 2016 letting:

- (1) Compact all layers of HMA mixture to the density table 460-3 shows for the applicable mixture, location, and layer.

TABLE 460-3 MINIMUM REQUIRED DENSITY^[1]

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		LT and MT	HT	SMA ^[5]
TRAFFIC LANES ^[2]	LOWER	93.0 ^[3]	93.0 ^[4]	—
	UPPER	93.0	93.0	—
SIDE ROADS, CROSSOVERS, TURN LANES, & RAMPS	LOWER	93.0 ^[3]	93.0 ^[4]	—
	UPPER	93.0	93.0	—
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	—
	UPPER	92.0	92.0	—

^[1] 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.

^[2] Includes parking lanes as determined by the engineer.

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

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

^[5] The minimum required densities for SMA mixtures are determined according to CMM 8-15.

460.5.2.1 General

Replace paragraph six with the following effective with the December 2016 letting:

- (6) If during a QV dispute resolution investigation the department discovers mixture with $1.5 > V_a > 5.0$ or VMA more than 1.0 below the minimum allowed in table 460-1, and the engineer allows that mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

460.5.2.3 Incentive for HMA Pavement Density

Replace paragraph one with the following effective with the December 2016 letting:

- (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^[1]

PERCENT LOT DENSITY ABOVE SPECIFIED MINIMUM	PAY ADJUSTMENT PER TON ^[2]
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

^[1] SMA pavements are not eligible for density incentive.

^[2] The department will prorate the pay adjustment for a partial lot.

501.2.6 Fly Ash

Replace the entire subsection with the following effective with the December 2016 letting:

501.2.6.1 General

- (1) Fly ash is defined as a finely divided residue resulting from the combustion of coal in a base loaded electric generating plant, transported from the boiler by flue gases, and later collected, generally by precipitators. Use fly ash in concrete manufactured by facilities and processes known to provide satisfactory material.
- (2) Test fly ash using a recognized laboratory, as defined in 501.2.2(1), starting at least 30 days before its proposed use, and continuing at ASTM-required frequencies as the work progresses. The manufacturer shall test the chemical and physical properties listed in tables 1 and 2 of ASTM C618 at the frequencies and by the test methods prescribed in ASTM C311.
- (3) 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.
- (4) Prequalify any proposed fly ash source as follows: The contractor shall obtain a copy of the certified report of tests or analysis made by a qualified independent laboratory, recognized by the department under 501.2.2, showing full and complete compliance with the above specification from the fly ash manufacturer and furnish it to the engineer. Provide this report to the engineer at least 14 calendar days before using the fly ash.
- (5) The manufacturer shall retain test records for at least 5 years after completing the work, and provide these records upon request.

501.2.6.2 Class C Ash

- (1) Conform to ASTM C618 class C except limit the loss on ignition to a maximum of 2 percent.

501.2.6.3 Class F Ash

- (2) Furnish a class F fly ash from a source listed on the department's approved product list, and conform to ASTM C618 class F except limit the loss on ignition to a maximum of 2 percent.

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.

503.3.2.1.1 Tolerances

Increase the "length of beam" max tolerance for prestressed concrete I-type girders from 3/4" to 1 1/2" effective with the December 2016 letting:

PRESTRESSED CONCRETE I-TYPE GIRDERS

Length of beam..... +/- 1/8" per 10', up to a max of +/- 1 1/2"

Errata

Make the following corrections to the standard specifications:

Throughout the contract:

Update all references to the construction rental rate "Blue Book" to reference "EquipmentWatch" rates.

105.13.4 Content of Claim

- (1) Include the following 5 items in the claim.
 1. A concise description of the claim.
 2. A clear contractual basis for the claim. This should include reference to 104.2 on revisions to the contract and as appropriate, specific reference to contract language regarding the bid items in question.
 3. Other facts the contractor relies on to support the claim.
 4. A concise statement of the circumstances surrounding the claim and reasons why the department should pay the claim. Explain how the claimed work is a change to the contract work.
 5. A complete breakdown of the costs used to compile the claim. Include copies of all EquipmentWatch equipment rental rate sheets used, with the applicable number highlighted.

109.4.5.5.1 General

- (2) The department will pay for use of contractor-owned equipment the engineer approves for force account work at published rates. The department will pay the contractor expense rates, as modified in 109.4.5.5, given in EquipmentWatch Cost Recovery (formerly Rental Rate Blue Book) . Base all rates on revisions effective on January 1 for all equipment used in that calendar year.

<http://equipmentwatch.com/estimator/>

109.4.5.5.2 Hourly Equipment Expense Rates (Without Operators)

- (1) The contractor shall determine, and the department will confirm, hourly equipment expense rates as follows:

$$\text{HEER} = [\text{RAF} \times \text{ARA} \times (\text{R}/176)] + \text{HOC}$$

Where:

HEER = Hourly equipment expense rate.
 RAF = EquipmentWatch regional adjustment factor.
 ARA = EquipmentWatch age rate adjustment factor.
 R = Current EquipmentWatch monthly rate.
 HOC = EquipmentWatch estimated hourly operating cost.

- (2) The EquipmentWatch hourly operating cost represents all costs of equipment operation, including fuel and oil, lubrication, field repairs, tires, expendable parts, and supplies.

109.4.5.5.3 Hourly Equipment Stand-By Rate

- (1) For equipment that is in operational condition and is standing-by with the engineer's approval, the contractor shall determine, and the department will confirm, the hourly stand-by rate as follows:

$$\text{HSBR} = \text{RAF} \times \text{ARA} \times (\text{R}/176) \times (1/2)$$

Where:

HSBR = Hourly stand-by rate.
 RAF = EquipmentWatch regional adjustment factor.
 ARA = EquipmentWatch age rate adjustment factor.
 R = Current EquipmentWatch monthly rate.

- (2) The department will limit payment for stand-by to 10 hours or less per day up to 40 hours per week. The department will not pay the contractor for equipment that is inoperable due to breakdown. The department will not pay for idle equipment if the contractor suspends work or if the contractor is maintaining or repairing the equipment.

109.4.5.5.4 Hourly Outside-Rented Equipment Rate

- (1) If the contractor rents or leases equipment from a third party for force account work, the contractor shall determine, and the department will confirm, the hourly outside-rented equipment rate as follows:

$$\text{HORER} = \text{HRI} + \text{HOC}$$

Where:

HORER = Hourly outside-rented equipment rate

HRI = Hourly rental invoice costs prorated for the actual number of hours that rented equipment is operated solely on force account work

HOC = EquipmentWatch hourly operating cost.

109.2 Scope of Payment

Correct errata to clarify that work under the contract is included in payment unless specifically excluded.

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the contract including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
 2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
 - The nature of the work.
 - The action of the elements.
 - Unforeseen difficulties encountered during prosecution of the work.
 3. All insurance costs, expenses, and risks connected with the prosecution of the work.
 4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
 5. All infringements of patents, trademarks, or copyrights.
 6. All other expenses incurred to complete and protect the work under the contract.

204.3.2.2.1 General

Correct errata by removing the reference to 490 which was deleted effective with the 2017 spec.

- (1) Under the Removing Pavement bid item, remove concrete pavements, concrete alleys, concrete driveways, or rigid base including all surfaces or other pavements superimposed on them.

657.2.2.1.1 General

Correct errata by eliminating the reference to department provided arms in the last sentence.

- (1) Furnish shop drawings as specified in 506.3.2, except submit 5 copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the outside diameters of the pole at the butt, top, and splice locations the plans show. Show the width, depth, length, and thickness of all material, and list pertinent ASTM specification designations and metal alloy designations together with the tensile strength of metallic members. Provide tightening procedures for arm-to-pole connections on the shop drawings.

657.2.2.1.4 Poles Designed Under Legacy Standards

Correct errata by deleting the entire subsection to eliminate redundant language.

657.2.2.2 Trombone Arms

Correct errata by changing the reference from 657.2.2.1.3 to 657.2.2.1.2.

- (1) Design aluminum trombone arms as specified in 657.2.2.1.2 based on the completed maximum loading configuration the plans show. Furnish shop drawings conforming to 657.2.2.1.1 that show the width, depth, length, and thickness of all members. Also list the ASTM alloy designation and strength of each aluminum member on the shop drawings.

ADDITIONAL SPECIAL PROVISION 7

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<http://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
DANE 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	33.02	17.12	50.14
Future Increase(s): Add \$1.42/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	35.97	17.85	53.82
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	35.75	19.97	55.72
Future Increase(s): Add \$1.25/hr on 6/1/16. 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	32.50	20.58	53.08
Line Constructor (Electrical)	40.81	18.06	58.87
Painter	29.87	18.79	48.66
Pavement Marking Operator	31.24	17.30	48.54
Piledriver	30.11	21.09	51.20
Roofer or Waterproofer	30.40	2.23	32.63
Teledata Technician or Installer	22.50	12.74	35.24
Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49
Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	17.37	50.02
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	21.75	12.97	34.72

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: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx .			
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	30.95	15.65	46.60
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 topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. / 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	17.00	4.22	21.22
Landscaper	30.95	15.65	46.60
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	27.30	15.65	42.95
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.			

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
Railroad Track Laborer	17.00	3.96	20.96

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).	38.27	21.85	60.12
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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>.

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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<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
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: http://wisconsin.dot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx .			
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: http://wisconsin.dot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx .	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: http://wisconsin.dot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx .	36.72	21.85	58.57
Fiber Optic Cable Equipment.	29.50	0.68	30.18

SUPERSEDES DECISION WI20120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DATE: October 7, 2016

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits		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	\$30.95.....	16.41	<u>Truck Drivers:</u>		
				1 & 2 Axles	26.63.....	19.85
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer	31.05.....	16.41	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.....	31.10.....	16.41			
Group 4:	Line and Grade Specialist	31.30.....	16.41			
Group 5:	Blaster and Powderman	31.15.....	16.41			
Group 6:	Flagperson and Traffic Control Person.....	27.30.....	16.41			

CLASSES OF LABORER AND MECHANICS

Bricklayer	28.41.....	12.81
Carpenter	30.48.....	15.80
Millwright	32.11.....	15.80
Piledriverman	30.98.....	15.80
Ironworker	32.85	21.84
Cement Mason/Concrete Finisher	36.27	18.73
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
Painter, Brush	27.50.....	17.72
Painter, Spray, Structural Steel,Bridges.....	28.50.....	17.72
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; Modification #12 dated September 30, 2016; Modification #13 dated October 7, 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: October 7, 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: October 7, 2016

LABORERS CLASSIFICATION:

Rates

Benefits

			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.
Electricians				
Area 1	\$30.68	17.28		
Area 2:				
Electricians.....	32.00	19.28	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000	28.96	18.26		
Electrical contracts over \$130,000	31.16	18.34		
Area 4:	30.50	29.50% + 9.57	Area 6 -	KENOSHA COUNTY
Area 5	28.96	24.85% + 9.70		
Area 6	37.02	29%+9.77	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 8				
Electricians.....	32.45	26.10% + 10.56	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 9:				
Electricians.....	36.50	20.39	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 10	29.64	20.54	Area 11 -	DOUGLAS COUNTY
Area 11	34.92	25.05	Area 12 -	RACINE (except Burlington township) COUNTY
Area 12	34.98	19.89	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Area 13	36.01	24.00	Area 14 -	Statewide.
Teledata System Installer			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Area 14				
Installer/Technician	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:
20161213001PROJECT(S):
1007-10-81FEDERAL ID(S):
WISC 2016462

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 Contract Items

0010	201.0105 Clearing	20.000 STA	.	.	.	.
0020	201.0205 Grubbing	20.000 STA	.	.	.	.
0030	203.0100 Removing Small Pipe Culverts	5.000 EACH	.	.	.	.
0040	203.0200 Removing Old Structure (station) 001. 49+79.81	LUMP	LUMP	.	.	.
0050	203.0210.S Abatement of Asbestos Containing Material (structure) 001. B-13-139	LUMP	LUMP	.	.	.
0060	203.0225.S Debris Containment (structure) 001. B-13-139	LUMP	LUMP	.	.	.
0070	204.0100 Removing Pavement	66.000 SY	.	.	.	.
0080	204.0110 Removing Asphaltic Surface	3,816.000 SY	.	.	.	.
0090	204.0120 Removing Asphaltic Surface Milling	370.000 SY
0100	204.0157 Removing Concrete Barrier	815.000 LF

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	204.0165 Removing Guardrail	1,835.000 LF	.		.	
0120	204.0170 Removing Fence	817.000 LF	.		.	
0130	204.0180 Removing Delineators and Markers	8.000 EACH	.		.	
0140	205.0100 Excavation Common	6,695.000 CY	.		.	
0150	205.0400 Excavation Marsh	1,000.000 CY	.		.	
0160	206.1000 Excavation for Structures Bridges (structure) 001. B-13-726	LUMP	LUMP		.	
0170	208.1100 Select Borrow	800.000 CY	.		.	
0180	209.2100 Backfill Granular Grade 2	3,327.000 CY	.		.	
0190	210.1500 Backfill Structure Type A	1,410.000 TON	.		.	
0200	211.0400 Prepare Foundation for Asphaltic Shoulders	53.000 STA	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0210	213.0100 Finishing Roadway (project) 001. 1007-10-81	1.000 EACH	.		.	
0220	305.0110 Base Aggregate Dense 3/4-Inch	1,005.000 TON	.		.	
0230	305.0120 Base Aggregate Dense 1 1/4-Inch	9,027.000 TON	.		.	
0240	305.0130 Base Aggregate Dense 3-Inch	5,443.000 TON	.		.	
0250	312.0110 Select Crushed Material	800.000 TON	.		.	
0260	415.0070 Concrete Pavement 7-Inch **p**	183.000 SY	.		.	
0270	415.0410 Concrete Pavement Approach Slab **p**	130.000 SY	.		.	
0280	416.0160 Concrete Driveway 6-Inch	63.000 SY	.		.	
0290	416.0610 Drilled Tie Bars	14.000 EACH	.		.	
0300	416.1010 Concrete Surface Drains **p**	4.400 CY	.		.	
0310	440.4410 Incentive IRI Ride	4,000.000 DOL	1.00000		4000.00	

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			DOLLARS	CTS	DOLLARS	CTS
0320	450.4000 HMA Cold Weather Paving	415.000 TON	.		.	
0330	455.0605 Tack Coat	720.000 GAL	.		.	
0340	460.2000 Incentive Density HMA Pavement	2,480.000 DOL	1.00000		2480.00	
0350	460.5223 HMA Pavement 3 LT 58-28 S	1,173.000 TON	.		.	
0360	460.5224 HMA Pavement 4 LT 58-28 S	1,043.000 TON	.		.	
0370	460.7222 HMA Pavement 2 HT 58-28 S	926.000 TON	.		.	
0380	460.7424 HMA Pavement 4 HT 58-28 H	732.000 TON	.		.	
0390	465.0120 Asphaltic Surface Driveways and Field Entrances	27.000 TON	.		.	
0400	502.0100 Concrete Masonry Bridges **p**	949.000 CY	.		.	
0410	502.3200 Protective Surface Treatment **p**	1,370.000 SY	.		.	
0420	502.3210 Pigmented Surface Sealer	280.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0430	503.0155 Prestressed Girder Type I 54W-Inch **p**	1,629.000 LF	.		.	
0440	505.0400 Bar Steel Reinforcement HS Structures **p**	26,720.000 LB	.		.	
0450	505.0600 Bar Steel Reinforcement HS Coated Structures **p**	146,320.000 LB	.		.	
0460	506.2605 Bearing Pads Elastomeric Non-Laminated	28.000 EACH	.		.	
0470	506.4000 Steel Diaphragms (structure) 001. B-13-726 **p**	24.000 EACH	.		.	
0480	511.1200 Temporary Shoring (structure) 001. B-13-726	1,515.000 SF	.		.	
0490	513.4091 Railing Tubular Screening (structure) 001. R-13-262	176.000 LF	.		.	
0500	513.4091 Railing Tubular Screening (structure) 002. R-13-263	206.000 LF	.		.	
0510	516.0500 Rubberized Membrane Waterproofing	40.000 SY	.		.	
0520	517.1010.S Concrete Staining (structure) 001. B-13-726 **p**	13,340.000 SF	.		.	
0530	517.1010.S Concrete Staining (structure) 002. R-13-262 **p**	2,280.000 SF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0540	517.1010.S Concrete Staining (structure) 003. R-13-263 **p**	3,000.000 SF	.		.	
0550	521.0118 Culvert Pipe Corrugated Steel 18-Inch	35.000 LF	.		.	
0560	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	2.000 EACH	.		.	
0570	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	2.000 EACH	.		.	
0580	522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch	62.000 LF	.		.	
0590	522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch	139.000 LF	.		.	
0600	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	2.000 EACH	.		.	
0610	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	2.000 EACH	.		.	
0620	523.0129 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 29x45-Inch	92.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0630	523.0529 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 29x45-Inch	EACH 2.000	.		.	
0640	550.0020 Pre-Boring Rock or Consolidated Materials	LF 340.000	.		.	
0650	550.1100 Piling Steel HP 10-Inch X 42 Lb	LF 1,105.000	.		.	
0660	603.8000 Concrete Barrier Temporary Precast Delivered	LF 1,940.000	.		.	
0670	603.8125 Concrete Barrier Temporary Precast Installed	LF 1,940.000	.		.	
0680	604.0400 Slope Paving Concrete	SY 40.000	.		.	
0690	606.0200 Riprap Medium	CY 25.600	.		.	
0700	611.0654 Inlet Covers Type V	EACH 2.000	.		.	
0710	611.3220 Inlets 2x2-FT	EACH 2.000	.		.	
0720	612.0206 Pipe Underdrain Unperforated 6-Inch	LF 20.000	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0730	612.0212 Pipe Underdrain Unperforated 12-Inch	170.000 LF	.		.	
0740	612.0406 Pipe Underdrain Wrapped 6-Inch	640.000 LF	.		.	
0750	614.0150 Anchor Assemblies for Steel Plate Beam Guard	4.000 EACH	.		.	
0760	614.0220 Steel Thrie Beam Bullnose Terminal	2.000 EACH	.		.	
0770	614.0230 Steel Thrie Beam	200.000 LF	.		.	
0780	614.0905 Crash Cushions Temporary	2.000 EACH	.		.	
0790	614.2300 MGS Guardrail 3	587.500 LF	.		.	
0800	614.2500 MGS Thrie Beam Transition	236.400 LF	.		.	
0810	614.2610 MGS Guardrail Terminal EAT	6.000 EACH	.		.	
0820	616.0100 Fence Woven Wire (height) 001. 4-Feet **p**	510.000 LF	.		.	
0830	616.0700.S Fence Safety	700.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0840	618.0100 Maintenance And Repair of Haul Roads (project) 001. 1007-10-81	1.000 EACH	.		.	
0850	619.1000 Mobilization	1.000 EACH	.		.	
0860	624.0100 Water	153.000 MGAL	.		.	
0870	625.0500 Salvaged Topsoil ***	32,220.000 SY	.		.	
0880	627.0200 Mulching	18,420.000 SY	.		.	
0890	628.1104 Erosion Bales	460.000 EACH	.		.	
0900	628.1504 Silt Fence	4,300.000 LF	.		.	
0910	628.1520 Silt Fence Maintenance	8,600.000 LF	.		.	
0920	628.1905 Mobilizations Erosion Control	6.000 EACH	.		.	
0930	628.1910 Mobilizations Emergency Erosion Control	10.000 EACH	.		.	
0940	628.2006 Erosion Mat Urban Class I Type A	9,350.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0950	628.6505 Soil Stabilizer Type A	1.000 ACRE	.		.	
0960	628.6510 Soil Stabilizer Type B	1.000 ACRE	.		.	
0970	628.7005 Inlet Protection Type A	3.000 EACH	.		.	
0980	628.7020 Inlet Protection Type D	2.000 EACH	.		.	
0990	628.7504 Temporary Ditch Checks	60.000 LF	.		.	
1000	628.7555 Culvert Pipe Checks	14.000 EACH	.		.	
1010	628.7560 Tracking Pads	6.000 EACH	.		.	
1020	628.7570 Rock Bags	20.000 EACH	.		.	
1030	629.0205 Fertilizer Type A	23.000 CWT	.		.	
1040	630.0120 Seeding Mixture No. 20	170.000 LB	.		.	
1050	630.0130 Seeding Mixture No. 30	400.000 LB	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1060	630.0140 Seeding Mixture No. 40	24.000 LB	.		.	
1070	630.0200 Seeding Temporary	200.000 LB	.		.	
1080	633.0100 Delineator Posts Steel	8.000 EACH	.		.	
1090	633.0500 Delineator Reflectors	8.000 EACH	.		.	
1100	633.5200 Markers Culvert End	10.000 EACH	.		.	
1110	634.0616 Posts Wood 4x6-Inch X 16-FT	3.000 EACH	.		.	
1120	637.2210 Signs Type II Reflective H	6.500 SF	.		.	
1130	637.2230 Signs Type II Reflective F	18.000 SF	.		.	
1140	638.2102 Moving Signs Type II	8.000 EACH	.		.	
1150	638.2602 Removing Signs Type II	11.000 EACH	.		.	
1160	638.3000 Removing Small Sign Supports	13.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1170	638.4000 Moving Small Sign Supports	7.000 EACH	.		.	
1180	642.5001 Field Office Type B	1.000 EACH	.		.	
1190	643.0200.S Traffic Control Surveillance and Maintenance (project) 001. 1007-10-81	1.000 DAY	.		.	
1200	643.0300 Traffic Control Drums	14,832.000 DAY	.		.	
1210	643.0420 Traffic Control Barricades Type III	3,198.000 DAY	.		.	
1220	643.0705 Traffic Control Warning Lights Type A	4,032.000 DAY	.		.	
1230	643.0715 Traffic Control Warning Lights Type C	1,624.000 DAY	.		.	
1240	643.0800 Traffic Control Arrow Boards	344.000 DAY	.		.	
1250	643.0900 Traffic Control Signs	4,168.000 DAY	.		.	
1260	643.1050 Traffic Control Signs PCMS	200.000 DAY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1270	643.2000 Traffic Control Detour (project) 001. 1007-10-81	1.000 EACH	.		.	
1280	643.3000 Traffic Control Detour Signs	18,144.000 DAY	.		.	
1290	645.0120 Geotextile Type HR	80.000 SY	.		.	
1300	646.0106 Pavement Marking Epoxy 4-Inch	14,620.000 LF	.		.	
1310	652.0125 Conduit Rigid Metallic 2-Inch	48.000 LF	.		.	
1320	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch **p**	1,170.000 LF	.		.	
1330	653.0222 Junction Boxes 18x12x6-Inch	4.000 EACH	.		.	
1340	690.0150 Sawing Asphalt	2,508.000 LF	.		.	
1350	690.0250 Sawing Concrete	16.000 LF	.		.	
1360	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000		500.00	
1370	715.0502 Incentive Strength Concrete Structures	5,694.000 DOL	1.00000		5694.00	

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			DOLLARS	CTS	DOLLARS	CTS
1380	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,000.000 HRS	5.00000		5000.00	
1390	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	1,000.000 HRS	5.00000		5000.00	
1400	SPV.0035 Special 001. Roadway Embankment	25,416.000 CY	.		.	
1410	SPV.0060 Special 001. Baseline CPM Progress Schedule	1.000 EACH	.		.	
1420	SPV.0060 Special 002. CPM Progress Schedule Updates and Accepted Revisions	7.000 EACH	.		.	
1430	SPV.0060 Special 003. Access Gate 6-Foot	2.000 EACH	.		.	
1440	SPV.0060 Special 004. Landmark Reference Monuments Special	1.000 EACH	.		.	
1450	SPV.0060 Special 005. Apron Endwall For Underdrain Reinforced Concrete Salvaged 6-Inch	4.000 EACH	.		.	
1460	SPV.0060 Special 006. Sawing Concrete Barrier	2.000 EACH	.		.	
1470	SPV.0060 Special 007. Pull Box Non-Conductive 24X42-Inch	4.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1480	SPV.0090 Special 001. Fill Existing Concrete Rumble Strips	330.000 LF	.		.	
1490	SPV.0090 Special 150. Compost Tube	2,020.000 LF	.		.	
1500	SPV.0090 Special 200. Traffic Control GawK Screen Furnished	900.000 LF	.		.	
1510	SPV.0090 Special 201. Traffic Control GawK Screen Installed	900.000 LF	.		.	
1520	SPV.0090 Special 700. Fence Chain Link Polymer Coated 6-FT	562.000 LF	.		.	
1530	SPV.0105 Special 001. Survey Project 1007-10-81	LUMP	LUMP		.	
1540	SPV.0165 Special 850. Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP **P**	5,036.000 SF	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE