

HIGHWAY WORK PROPOSAL

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

Proposal Number:

17

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
St. Croix	1020-06-75	WISC 2017 186	Hudson - Baldwin STH 35 North to USH 12	IH 94

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, \$ 720,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: June 13, 2017 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time November 21, 2018	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 6%	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, base aggregate, concrete pavement, HMA pavement, structures B-55-65, B-55-66, B-55-148, N-55-1, N-55-2, R-55-17, R-55-18, R-55-19, S-55-56, S-55-57, S-55-58, S-55-59, S-55-60, S-55-61, S-55-62, S-55-63, S-55-64, S-55-65, S-55-66, S-55-67, S-55-68, S-55-69, S-55-70, S-55-71, concrete barrier, permanent signing, pavement marking and lighting.	Notice of Award Dated	Date Guaranty Returned
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**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.

Special Provisions

Table of Contents

Article	Description	Page #
1.	General.....	3
2.	Scope of Work.	3
3.	Prosecution and Progress.	3
4.	Traffic.	7
5.	Lane Rental Fee Assessment.	15
6.	Holiday and Other Work Restrictions.....	16
7.	Utilities.....	17
8.	Timely Decision Making Manual.	25
9.	Erosion Control.....	25
10.	Public Convenience and Safety.	26
11.	Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.....	26
12.	Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.	26
13.	Clearing and Grubbing.....	27
14.	Abatement of Asbestos Containing Material B-55-65, Item 203.0210.S.001; Abatement of Asbestos Containing Material B-55-66, Item 203.0210.S.002.	27
15.	Debris Containment B-55-65, Item 203.0225.S.001; B-55-66, Item 203.0225.S.002; B-55-148, Item 203.0225.S.003.	29
16.	Removing Sign Bridge & Support, Item 204.9060.S.001.	30
17.	Removing Cable Guard, Item 204.9090.S.001.	30
18.	Removing Modular Block Retaining Wall, Item 204.9090.S.002.....	31
19.	Removing Cables or Conduit, Item 204.9090.S.003.	31
20.	Select Borrow.....	32
21.	QMP Base Aggregate.	32
22.	Concrete Pavements.....	40
23.	Concrete Pavement Fast Track, 11-Inch, Item 415.1150.S.001.	41
24.	Rout and Seal, Item 415.6000.S.....	43
25.	QMP HMA Pavement Nuclear Density.....	45
26.	Asphaltic Surface Temporary.	52
27.	Culvert Pipe Liners, 24-Inch, Item 520.9700.S.001; Cleaning Culvert Pipes for Liner Verification, Item 520.9750.S.	52
28.	Surface Drain Pipe Corrugated Metal Slotted, 12-Inch, Item 521.2005.S.	54
29.	Temporary Structure Station 312+49.34 and Station 308+25.47.	55
30.	Noise Barriers Double-Sided Sound Absorptive N-55-1, Item 531.0300.S.001; Noise Barriers Double-Sided Sound Absorptive N-55-2, Item 531.0300.S.002.	55
31.	Adjusting Manhole Covers.	66
32.	Cover Plates Temporary, Item 611.8120.S.....	67
33.	Cable Barrier Type 1, Item 613.1100.S; Cable Barrier End Terminal Type 1 Item 613.1200.S.....	67
34.	Salvaged Rail.	69

35.	Removing Signs Type II, Item 638.2602.....	70
36.	Blue Specific Service Signs.....	70
37.	Nighttime Work Lighting-Stationary.....	70
38.	Traffic Control Surveillance and Maintenance 1020-06-75, Item 643.0200.S.001.....	72
39.	Pavement Marking Late Season, Item 646.0900.S.....	74
40.	Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch, Item 646.0841.S; 8-Inch, Item 646.0843.S.....	75
41.	Pavement Marking Grooved Wet Reflective Epoxy 4-Inch, Item 646.2304.S.....	77
42.	Lighting Maintenance.....	79
43.	Sawing Concrete Barrier, Item SPV.0060.001.....	79
44.	Adjusting Water Valve Boxes, Item SPV.0060.310.....	80
45.	Removing Lighting Unit, Item SPV.0060.350.....	81
46.	Removing Luminaire, Item SPV.0060.351.....	81
47.	Concrete Base Type Special, Item SPV.0060.352.....	82
48.	Sawing Concrete Precast Panel Installation, Item SPV.0090.001.....	83
49.	Concrete Barrier Temporary Precast Left In Place, Item SPV.0090.003.....	84
50.	Fill and Restore Existing Concrete Rumble Strips, Item SPV.0090.004.....	85
51.	Traffic Control Gawk Screen Furnished, Item SPV.0090.200; Traffic Control Gawk Screen Installed, Item SPV.0090.201.....	86
52.	Traffic Control Glare Screen Furnished, Item SPV.0090.202; Traffic Control Glare Screen Installed, Item SPV.0090.203.....	87
53.	Survey Project 1020-06-75, Item SPV.0105.001.....	89
54.	Concrete Pavement Joint Layout, Item SPV.0105.002.....	92
55.	Temporary Surface Drainage, Item SPV.0105.003.....	92
56.	Project Concrete Crack Mitigation and Repair Special, Item SPV.0105.004.....	93
57.	Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP, Item SPV.0165.850.....	94
58.	Concrete Pavement Repair Precast 12-Inch, Item SPV.0180.001.....	106
59.	Concrete Pavement Repair Overnight, Item SPV.0180.003; Concrete Pavement Replacement Overnight, Item SPV.0180.004.....	113

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1020-06-75, Hudson to Baldwin, STH 35 North to USH 12, IH 94, St Croix 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 (20161130)

2. Scope of Work.

The work under this contract shall consist of Grading, base aggregate, concrete pavement, HMA pavement, Structures B-55-65, B-55-66, B-55-148, N-55-1, N-55-2, R-55-17, R-55-18, R-55-19, S-55-56, S-55-57, S-55-58, S-55-59, S-55-60, S-55-61, S-55-62, S-55-63, S-55-64, S-55-65, S-55-66, S-55-67, S-55-68, S-55-69, S-55-70, S-55-71, concrete barrier, permanent signing, pavement marking, lighting, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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 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.

IH 94 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:

The work to the east of Front Street, Zone 1, will require 5 stages. The work to redeck and temporarily widen Structures B-55-65 and B-55-66, Zone 2, will require 7 stages.

2017 Construction

Zone 1/Stage 1A

- Reconstruct the median shoulders and install the sign structure bases along both IH 94 eastbound and westbound and perform concrete repairs on all lanes of IH 94 westbound.
- Reconstruct the median shoulder along STH 35 South southbound.

Zone 1/Stage 1B

- Construct temporary pavements on the IH 94 westbound on-ramps and off-ramps at Carmichael Road, STH 35 South, and USH 12; at the IH 94 eastbound on-ramp and off-ramp at STH 35 South; and at the STH 35 southbound off-ramp to Hanley Road.

2018 Construction

Zone 1/Stage 2

- Construct the additional outside lane along IH 94 westbound, widen Structure B-55-148, construct the auxiliary lanes along IH 94 eastbound and westbound, construct the auxiliary lane along STH 35 South southbound, and perform concrete repairs on all lanes of IH 94 eastbound.
- Construct the outside of the additional ramp lanes for IH 94 eastbound off-ramp to STH 35 South and the IH 94 westbound on-ramp from STH 35 South.
- Construct the outside ramp connections at the Carmichael Road interchange and the USH 12 interchange.

Zone 1/Stage 3

- Continue Zone1/Stage2 construction at the Carmichael Road interchange ramps and at the STH 35 South interchange ramps.
- Construct ramp gores of the additional ramp lanes for the IH 94 ramps to STH 35 South and the IH 94 westbound ramp connections at the Carmichael Road interchange.

Zone 1/Stage 4

- Construct the USH 12 interchange ramps.
- Remove temporary pavements along STH 35 southbound median shoulder.
- All work east of Front Street shall be completed by the end of this stage.

Zone 2/Stage B1A

- Remove the existing concrete median barrier.
- Construct median shoulder pavements.
- Install temporary concrete barrier in the median between IH 94 eastbound and westbound.

Zone 2/Stage B1B

- Construct temporary pavements along the outside of IH 94 eastbound.
- Construct temporary structure widening of B-55-65 and B-55-66.
- Construct the temporary crossover for the IH 94 eastbound off-ramp to STH 35 North.

Zone 2/Stage B1C

- Continue Zone 2/Stage B1B construction.

Zone 2/Stage B2

- Construct the median and IH 94 eastbound lane portions of B-55-65 and B-55-66.

Zone 2/Stage B3

- Construct the IH 94 westbound lane portions of B-55-65 and B-55-66.

Zone 2/Stage B4

- Remove temporary structure widening of B-55-65 and B-55-66.
- Construct the IH 94 eastbound outside shoulder portions of B-55-65 and B-55-66.
- Construct the STH 35 North interchange IH 94 eastbound entrance ramp.

Zone 2/Stage B5

- Construct the permanent concrete barrier in the median between IH 94 eastbound and westbound.

Work Restrictions

Do not close traffic lanes on IH 94 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 94 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 94, 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 1020-06-75. These meetings will take place at a location determined at the preconstruction meeting. 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, City of Hudson, and St Croix 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.

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.

The contractor shall coordinate with project 1020-03-81. Project 1020-03-81 is a resurfacing project that runs from USH 12 to STH 65 in 2018.

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 have been identified within 150 feet of the project limits. 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).

To avoid adverse impacts upon the NLEBs, no Clearing is allowed between June 1 and July 31, both dates inclusive.

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

Submit a schedule and description of Clearing 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.

Interim Completion of Work

Complete Stage 1B construction operations for Zone 1 work as described in the sequence of operations and reopen to traffic prior to 12:01 AM November 11, 2017.

If the contractor fails to complete Stage 1B construction operations for Zone 1 work prior to 12:01 AM November 11, 2017, the department will assess the contractor \$2,065 in interim liquidated damages for each calendar day that the roadways remain incomplete after 12:01 AM, November 11, 2017. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

4. Traffic.

General

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 allowed time periods specified in this article.

IH 94 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.

Traffic operations during all stages

- Maintain one lane of traffic in each direction at all times on IH 94**.
- Maintain mainline traffic on IH 94 on a paved concrete or hot mix asphalt surface at all times.
- Maintain a minimum lane width of 12-feet on IH 94 (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.*

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.

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.

Lane Closures

Single lane and shoulder closures on IH 94 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”.

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

All lane and shoulder closures and duration are subject to the approval of the engineer based on operational needs and safety. Notify the engineer if there are any changes in schedule, early completions, or cancellations of scheduled work.

Lane and Shoulder Closure Times

Shoulder closures on IH 94 are allowed for the duration of the project, except that shoulders in the same direction of travel may not be closed concurrently.

IH 94 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.

The engineer will have the ability to suspend work activities during the periods listed below in the event that undesirable traffic congestion develops that has the potential to cause lengthy motorist delay or unsafe working conditions.

IH 94 SINGLE LANE CLOSURE HOURS – The following tables are to be referenced for determining allowable lane closure hours for a single lane closure. No lane closures are allowed along IH 94 during the times listed in the following tables.

Freeway Peak Hours - Pre-Memorial Day & Post Labor Day - No Lane Closures Allowed		
Segment:	West of STH 35N to STH 35S	
Day of Week	Eastbound	Westbound
Sunday	10 AM to 7 PM	9 AM to 8 PM
Monday	10 AM to 7 PM	5 AM to 7 PM
Tuesday	12 PM to 7 PM	5 AM to 6 PM
Wednesday	11 AM to 7 PM	5 AM to 6 PM
Thursday	10 AM to 8 PM	5 AM to 7 PM
Friday	8 AM to 8 PM	5 AM to 7 PM
Saturday	9 AM to 7 PM	9 AM to 7 PM

Freeway Peak Hours - Memorial Day to Labor Day - No Lane Closures Allowed		
Segment:	West of STH 35N to STH 35S	
Day of Week	Eastbound	Westbound
Sunday	9 AM to 7 PM	9 AM to 9 PM
Monday	9 AM to 7 PM	5 AM to 7 PM
Tuesday	10 AM to 8 PM	5 AM to 6 PM
Wednesday	10 AM to 8 PM	5 AM to 7 PM
Thursday	9 AM to 8 PM	5 AM to 7 PM
Friday	8 AM to 8 PM	5 AM to 7 PM
Saturday	8 AM to 7 PM	9 AM to 7 PM

Freeway Peak Hours - Pre-Memorial Day & Post Labor Day - No Lane Closures Allowed		
Segment:	STH 35S to East project limits	
Day of Week	Eastbound	Westbound
Sunday	12 PM to 4 PM	9 AM to 9 PM
Monday	3 PM to 6 PM	5 AM to 8 PM
Tuesday	3 PM to 6 PM	5 AM to 7 PM
Wednesday	3 PM to 6 PM	5 AM to 7 PM
Thursday	3 PM to 7 PM	5 AM to 8 PM
Friday	12 PM to 7 PM	5 AM to 9 PM
Saturday	*	8 AM to 8 PM

Freeway Peak Hours - Memorial Day to Labor Day - No Lane Closures Allowed		
Segment:	STH 35S to East project limits	
Day of Week	Eastbound	Westbound
Sunday	11 AM to 4 PM	9 AM to 10 PM
Monday	3 PM to 6 PM	5 AM to 8 PM
Tuesday	3 PM to 6 PM	5 AM to 7 PM
Wednesday	3 PM to 6 PM	5 AM to 8 PM
Thursday	2 PM to 7 PM	5 AM to 8 PM
Friday	10 AM to 7 PM	5 AM to 9 PM
Saturday	9 AM to 1 PM	8 AM to 8 PM

*A single lane closure may remain in place all day.

IH 94 TWO LANE CLOSURE HOURS – The following tables are to be referenced for determining allowable lane closure hours for a dual lane closure. No dual lane closures are allowed along IH 94 during the times listed in the following tables. Allowable single lane closure times can be found in the tables for single lane closure hours.

Freeway Peak Hours - Pre-Memorial Day & Post Labor Day – No Dual Lane Closures Allowed		
Segment:	West of STH 35N to STH 35S	
Day of Week	Eastbound	Westbound
Sunday	8 AM to 9 PM	8 AM to 10 PM
Monday	6 AM to 10 PM	5 AM to 9 PM
Tuesday	6 AM to 10 PM	5 AM to 9 PM
Wednesday	6 AM to 10 PM	5 AM to 9 PM
Thursday	6 AM to 10 PM	5 AM to 9 PM
Friday	6 AM to 11 PM	5 AM to 10 PM
Saturday	7 AM to 10 PM	7 AM to 10 PM

Freeway Peak Hours - Memorial Day to Labor Day - No Dual Lane Closures Allowed		
Segment:	West of STH 35N to STH 35S	
Day of Week	Eastbound	Westbound
Sunday	9 AM to 10 PM	8 AM to 11 PM
Monday	6 AM to 10 PM	5 AM to 10 PM
Tuesday	6 AM to 10 PM	5 AM to 10 PM
Wednesday	6 AM to 10 PM	5 AM to 10 PM
Thursday	6 AM to 11 PM	5 AM to 10 PM
Friday	6 AM to 11 PM	5 AM to 11 PM
Saturday	7 AM to 10 PM	7 AM to 11 PM

Freeway Peak Hours - Pre-Memorial Day & Post Labor Day - No Dual Lane Closures Allowed		
Segment:	STH 35S to East project limits	
Day of Week	Eastbound	Westbound
Sunday	9 AM to 8 PM	**
Monday	7 AM to 8 PM	**
Tuesday	7 AM to 8 PM	**
Wednesday	7 AM to 9 PM	**
Thursday	7 AM to 9 PM	**
Friday	7 AM to 9 PM	**
Saturday	7 AM to 8 PM	**

Freeway Peak Hours - Memorial Day to Labor Day - No Dual Lane Closures Allowed		
Segment:	STH 35S to East project limits	
Day of Week	Eastbound	Westbound
Sunday	8 AM to 9 PM	**
Monday	7 AM to 9 PM	**
Tuesday	7 AM to 9 PM	**
Wednesday	7 AM to 10 PM	**
Thursday	7 AM to 10 PM	**
Friday	7 AM to 10 PM	**
Saturday	7 AM to 8 PM	**

**This segment of IH 94 within the project area only has two existing through lanes and a dual lane closure will not be allowed.

NIGHTLY RAMP CLOSURE HOURS – The following tables are to be referenced for determining allowable nightly ramp closure hours for the STH 35S northbound on ramp to IH 94 westbound and for the IH 94 westbound off ramp to STH 35S southbound. No closures of these ramps are allowed during the times listed in the following tables.

Freeway Peak Hours - Pre-Memorial Day & Post Labor Day - No Ramp Closures Allowed		
	Ramp	
Day of Week	35S NB on ramp to 94 WB	94 WB off ramp to 35S SB
Sunday	10 AM to 8 PM	10 AM to 8 PM
Monday	5 AM to 7 PM	5 AM to 7 PM
Tuesday	5 AM to 6 PM	5 AM to 6 PM
Wednesday	5 AM to 6 PM	5 AM to 6 PM
Thursday	5 AM to 7 PM	5 AM to 7 PM
Friday	5 AM to 7 PM	5 AM to 7 PM
Saturday	9 AM to 7 PM	9 AM to 7 PM

Freeway Peak Hours - Memorial Day to Labor Day - No Ramp Closures Allowed		
	Ramp	
Day of Week	35S NB on ramp to 94 WB	94 WB off ramp to 35S SB
Sunday	10 AM to 9 PM	10 AM to 9 PM
Monday	5 AM to 7 PM	5 AM to 7 PM
Tuesday	5 AM to 6 PM	5 AM to 6 PM
Wednesday	5 AM to 7 PM	5 AM to 7 PM
Thursday	5 AM to 7 PM	5 AM to 7 PM
Friday	5 AM to 7 PM	5 AM to 7 PM
Saturday	9 AM to 7 PM	9 AM to 7 PM

FRONT STREET NIGHTLY CLOSURE HOURS – The following tables are to be referenced for determining allowable nightly closure hours for Front Street at Structures B-55-65. No closures of Front Street are allowed during the times listed in the following table.

Front Street Peak Hours - No Closures Allowed	
Day of Week	Times
Sunday	8 AM to 10 PM
Monday	5 AM to 9 PM
Tuesday	5 AM to 9 PM
Wednesday	5 AM to 9 PM
Thursday	5 AM to 9 PM
Friday	5 AM to 10 PM
Saturday	7 AM to 10 PM

Lane closures should be continuous when possible. A two mile minimum spacing is required where continuous lane closures are not feasible or desirable.

Contact the State Patrol two weeks prior to the first lane closure. For incident management and coordination portable changeable message sign communications system testing, contact Northwest Region State Highway Patrol, Sgt. Mike Melgaard, at (715) 236-2242, or PCS Denice Staff, at (715) 839-3800, ext. 109.

Property Access - Front Street

Front Street shall remain fully open to traffic during the times specified in the Lane Fee Assessment article.

The contractor shall provide the engineer, emergency services, and local law enforcement with a contact person responsible for access coordination during the temporary closures periods.

The contractor shall have onsite adequate equipment to immediately clear the roadway for emergency vehicle access and local residents.

Inform all adjacent property owners, emergency services, local law enforcement, and the engineer two working days prior to temporary closures on Front Street. Maintaining property access as described above is considered incidental to the Traffic Control Surveillance and Maintenance (Project) bid item.

Work Zone Speed Limits

The work zone speed limit on IH 94 shall be 55 MPH when lanes are closed without positive protection and workers are present. Return the speed limit to 70 MPH when all lanes are open to traffic. The work zone speed limit on IH 94 shall be 60 mph with positive protection when lanes are shifted with barrier.

Temporary Regulatory Speed Limit Reduction

During engineer-approved regulatory speed limit reductions, install temporary speed limit signs on the inside and outside shoulders of divided roadways to enhance visibility. On two lane two way roadways, install temporary speed limit signs on shoulders. When construction activities impede the location of a post-mounted regulatory speed limit sign, relocate the sign for maximum visibility to motorists. If work last less than seven days, mount the regulatory speed limit sign on a portable sign support.

Post temporary regulatory speed limit signs in work zone only during continuous worker activity. During periods of no work activity or when the traffic controls are removed from the roadway, cover or remove the temporary speed limit signs.

Coordinate with Regional Traffic Section to identify the construction stages that have approved temporary regulatory speed zones documented in a Temporary Speed Zone Declaration. Contact Chad Hines at (715) 836-7276.

Contact the Region Traffic Section at least 14-calendar days before installing the temporary speed zone. After installation of the temporary speed zone is complete, notify the Regional Traffic Section with the field location(s) of the temporary speed zone.
stp-643-012 (20160607)

Within Minnesota conform to the standard provisions, special provisions, and the plans for work zone traffic control as well as Mn/DOT's guidelines for work zone speed limits. Mn/DOT's requirements for speed reductions within work zones are provided at the following link:

<http://www.dot.state.mn.us/speed/pdf/WZSpeedLimitGuideline.pdf>

Each time a temporary speed reduction is posted and removed within Minnesota, document the change in speed limit. A sample documentation form can be found in the appendix of the Mn/DOT speed limit guidelines or a copy can be requested from the engineer.

Advance Notification

Notify St Croix County, the City of Hudson, and St Croix 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 the engineer and WisDOT Statewide Traffic Operations Center (STOC) at (414) 227-2142 if there are any changes in the schedule, early completions, or cancellations of scheduled work.

Advance notification as described above is considered incidental to the Traffic Control Surveillance and Maintenance 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 94 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 94 traveled way. Equipment may be parked in the median if it is protected by concrete barrier.

Portable Changeable Message Signs – Message Prior Approval

Use PCMS to notify traffic of work zones, access and lane width restrictions, construction traffic, and other situations as required to ensure a safe work zone, or as designated by the engineer. Coordinate with the engineer three business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. The engineer will review the proposed message and either approve the message or make necessary changes.

Portable changeable message signs provided under this contract will be used for incident management or as required by the engineer and are to be operated by the Wisconsin State Patrol. Place the required PCMS at specified locations in the plan at least one week prior to construction.

Minnesota Lane Closure System Advanced Notification

Supplement standard spec 107.8 with the following:

Complete Mn/DOT's metro lane closure form and fax it to the Mn/DOT Metro Dispatch at least 24 hours before each lane closure so the information may be entered into the www.511mn.org system. Obtain a copy of the required lane closure form from the engineer.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

Closure type with height, weight, or width restrictions (available width, all lanes in one direction < 16')	MINIMUM NOTIFICATION
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days
Closure type without height, weight, or width restrictions (available width, all lanes in one direction $\geq 16'$)	MINIMUM NOTIFICATION
Lane and shoulder closures	3 business days
Ramp closures	3 business days
Modifying all closure types	3 business days

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date.
stp-108-057 (20161130)

Protection of Bridge Pier Columns and Sign Structure Supports

Bridge pier columns and sign structure supports are to remain protected at all times throughout construction.

Construction Access

Restrict work on IH 94 within closed shoulders as allowed by the plans or engineer. All construction access is prohibited from live IH 94 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 94 traffic except behind temporary concrete barrier or for the removal of traffic control devices.

General Access

U-Turns at existing maintenance crossovers or temporary crossovers between IH 94 eastbound and westbound will be allowed when lane closures are in place for inside eastbound and westbound passing lanes.

Construction operations affecting the traveling public's safety on IH 94 will not be allowed during snow and ice conditions, or any other adverse weather conditions, unless approved by the engineer.

Conduct work operations in a manner that causes the least disruption to traffic movements on IH 94 and interchange ramps. Do not directly cross, unload materials from, stop in or otherwise interfere with traffic in any lane or ramp that is open to traffic with construction equipment or vehicles. All access to IH 94 by construction equipment will be at existing interchange locations.

Do not perform work in the median concurrently with work in the outside lane or outside shoulder with IH 94 traffic running between work areas.

Provide the engineer with a hauling plan prior to the preconstruction conference. Include the proposed locations of points of entry and traffic control to be used. Obtain approval from the engineer for all arrangements for handling traffic during construction operations.

Flagging operations will not be permitted on IH 94, STH 35 South, and ramps.

Equip all construction vehicles and equipment entering or leaving live traffic lanes with a hazard identifications beam (flashing yellow signal). The beam shall be activated when merging into or exiting a live traffic lane.

Have available at all times experienced personal to promptly install, remove, and reinstall the required traffic control devices to route traffic in order to perform the necessary construction operations.

Prior to opening lane closures to traffic, place temporary or permanent pavement marking, including all lane lines and edge lines removed or covered by milling and paving operations.

5. Lane Rental Fee Assessment.

A General

The contract designates some lane closures to perform the work. The contractor will not incur a Lane Rental Fee Assessment for closing lanes during the allowable lane closure times. The contractor will incur a Lane Rental Fee Assessment for each lane closure outside of the allowable lane closure times. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to enforce compliance of lane restrictions and discourage unnecessary closures.

The allowable lane closure times are shown in the Traffic article.

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule.

B 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:

- \$10,000 per mainline lane, per direction of travel, per hour broken into 15 minute increments
- \$1,000 per ramp lane, per direction of travel, per hour broken into 15 minute increments
- \$1,000 per Front Street lane, per direction of travel, per hour broken into 15 minute increments

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

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.

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. If interim completion time or contract time expires prior to the completion of specified work in the contract, additional liquidated damages will be assessed according to standard spec 108.11 or as specified within this contract.

6. Holiday and Other Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 94 and STH 35 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, September 1, 2017 to 6:00 AM Tuesday, September 5, 2017 for Labor Day;
- From 7:00 AM to 8:00 PM, Thursday, October 19, 2017;
- From noon Friday, May 25, 2018 to 6:00 AM Tuesday, May 29, 2018 for Memorial Day;
- From noon Tuesday, July 3, 2018 to 6:00 AM Thursday July 5, 2018 for Independence Day;
- From noon Friday, August 31, 2018 to 6:00 AM Tuesday, September 4, 2018 for Labor Day;
- From 7:00 AM to 8:00 PM, Thursday, October 18, 2018;
- From noon Friday, November 16, 2018 to 6:00 AM Monday, November 19, 2018 for opening weekend of deer hunting season.

107-005 (20050502)

7. Utilities.

This contract comes under the provision 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.

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed and the site will be available to the utility. Follow-up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

AT&T Legacy

The AT&T Legacy fiber optic is in a conduit bundle that is shared by AT&T Legacy and Level 3 Communications. In addition, WisDOT has an interest in one of the fiber optic conduit in the bundle; however all coordination for the WisDOT fiber optic in the conduit bundle is handled through AT&T Legacy. The WisDOT owned ITS equipment (such as cameras) are not considered to be utilities under Trans 220.

This bundle (duct package) runs along the south side of IH 94 from the beginning to the end of the project. At the STH 35 South interchange the fiber follows the IH 94 EB exit ramp south to Stageline Road where it crosses STH 35 at approximately Station 604+25'SB' before following the right-of-way back to IH 94. A line crosses under IH 94 at approximately Station 800+00'P' to Station 805+00'P' along Front Street.

Temporary widening of B-55-65 will occur over top of the duct package approximately near Station 314+00'EB' to Station 315+00'EB'. Approximately 5 feet of cut will occur at this location. Conflicts exist with this existing duct package. AT&T Legacy will lower this duct package 5 feet from the present depth at the start of construction. Work will occur in April or May of 2018, anticipated to take 3 working days.

The existing duct package runs behind a new retaining wall, R-55-19 from station 410+00'EB' to 419+00'EB'. The existing cover of the duct package is generally 4-5 feet in this area. AT&T Plant Protection Personnel/Fiber Watch will be on site during construction. Contact AT&T Legacy ten days prior to work to arrange for plant personnel to be on site.

At Station 422+07'EB' a 36-inch RCP will be extended approximately 10 feet. The existing ditch will be regraded ditched to drain. Approximately 4 feet of cut will occur in this location. The existing cover of the duct package is generally 4-5-feet in this area. Conflicts are not anticipated at this location. Contact AT&T Legacy ten days prior to work to arrange for plant personnel to be on site.

A conflict exists with this underground duct package from Station 441+00'EB' to Station 443+00'EB' due to proposed slope grading. AT&T Legacy will lower this duct package 5 feet from the present depth at the start of construction. Conflicts are not anticipated with this facility due to the construction of Structure N-55-001 but a fiber watch is required during any work on the structure. Contact AT&T Legacy ten days prior to work to arrange for plant personnel to be on site. Work will occur in April or May of 2018, anticipated to take three working days.

An existing duct package runs along the back of a proposed noise wall, N-55-0001 located at Station 449+25'GG' to Station 603+75'SB'. Conflicts are not anticipated with this facility due to the construction of Structure N-55-001 however, AT&T Plant Protection Personnel/Fiber Watch will be on site during construction. Contact AT&T Legacy ten days prior to work to arrange for plant personnel to be on site.

The existing duct package crosses under new noise wall, N-55-0001 at Station 604+10'SB'. New post footings will be placed on each side of the duct package to construct the wall. The line will remain in place during construction. Care must be taken when performing the excavation work near this facility. Contact AT&T Legacy ten days prior to work to arrange for plant personnel to be on site.

AT&T Legacy has an underground fiber optic facilities crossing Front Street at 802+00'P' and running along Front Street from Station 801+35'P' to Station 801+85'P'. The fiber optic lines will be in conflict during construction for the replacement of storm sewer line

near Station 801+35.00'P'. Contact AT&T Legacy ten days prior to working in this area. AT&T Legacy will relocate the facility for depth as required during construction. Anticipated to take three working days.

Guardrail will be installed near the following fiber optic lines within the project limits.

- Station 350+09'EB' – Station 351+89'EB'
- Station 801+35'P' – Station 801+85'P' (Front Street)
- Station 604+25'SB'

Due to the nature of the guardrail work, utility conflicts were not resolved with proposed post locations during design. Resolve any conflicts necessary to complete the guardrail work as follows:

The duct package located near Station 350+09'EB –Station 351+89'EB' where a barrier wall is being removed and guardrail replacement is proposed. If a post will be in conflict with utility, resolve this conflict by installing an additional piece of guardrail and moving the Energy Absorbing Terminal further east. If post in additional guardrail section also conflicts with utility, resolve this conflict by not installing the conflicting post and instead installing extra posts at 1/2 post spacing per the standard detail drawing for Midwest Guardrail System (MGS) Guardrail, post driving for continuous underground obstruction. AT&T Legacy field contact Brad Kempf and Bill Koenig should be onsite during guardrail staking. Contact Brad Kempf and Bill Koenig three days prior to staking.

The fiber optic line located at Station 801+35'P' to Station 801+85'P' is located where guardrail replacement is proposed. If a post will be in conflict with utility, resolve this conflict by not installing the conflicting post and instead installing extra posts at 1/2 post spacing per the standard detail drawing for Steel Plate Beam Guard, Class "A", Installation & Elements, post driving for continuous underground obstruction. AT&T Legacy field contact Brad Kempf and Bill Koenig should be onsite during guardrail staking. Contact Brad Kempf and Bill Koenig three days prior to staking.

The fiber optic line located at Station 604+25'SB' is located where guardrail installation is proposed due to sign bridge construction. If a post will be in conflict with utility, resolve this conflict by installing an additional piece of guardrail and moving the Energy Absorbing Terminal further east. If post in additional guardrail section also conflicts with utility, resolve this conflict by not installing the conflicting post and instead installing extra posts at 1/2 post spacing per the standard detail drawing for Midwest Guardrail System (MGS) Guardrail, post driving for continuous underground obstruction. AT&T Legacy field contact Brad Kempf and Bill Koenig should be onsite during guardrail staking. Contact Brad Kempf and Bill Koenig three days prior to staking.

Prior to excavating within 10 feet of the conduit bundle (duct package), contact Brad Kempf and Bill Koenig at (715) 254-5238 a minimum of three working days prior to the excavation to arrange for a fiber watch. See Level 3 Communications section for additional fiber watch requirements.

AT&T Wisconsin

AT&T Wisconsin has underground facilities within the project limits. A fiber cable crosses IH 94 at Station 312+00'EB' along with an abandoned copper cable at Station 312+75'EB', both are under IH 94 running parallel to Front Street. A fiber optic line also runs parallel along Crestview Road and the right of way of IH 94 between Station 351+00'EB' and 364+00'EB'. This fiber is located within 1 - 4in duct under the concrete side slope of the concrete barrier. Please note that this AT&T WI fiber is not part of the fiber duct package identified as AT&T Legacy, Level 3 Comm. and WisDOT, however, AT&T WI does have a large 9 duct package crossing IH 94 at Station 364+00'EB' that houses both fiber and copper. Also a fiber optic cable crosses IH 94 at approximately Station 497+00'EB'.

AT&T Wisconsin has an underground fiber optic facilities running along Front Street from Station 801+35'P' to Station 801+85'P'. The fiber optic will be exposed during excavation and construction for the replacement of storm sewer line near station 801+35.00'P' on Front Street. This line will not be relocated. AT&T Wisconsin will make arrangements to temporarily support the fiber optic line during construction, after it is exposed by the contractor. Notify AT&T Wisconsin 5 working days prior to excavation so arrangements for support can be made. AT&T Wisconsin field representative Rick Podolak can be contacted at 715.839.5565.

Guardrail will be installed near the following fiber optic lines within the project limits.

- Station 350+09'EB' – Station 351+89'EB'
- Station 497+00'EB'
- Station 801+35'P' to Station 801+85'P'

Due to the nature of the guardrail work, utility conflicts were not resolved with proposed post locations during design. Resolve any conflicts necessary to complete the guardrail work as follows:

The duct package located near Station 350+09'EB' –Station 351+89'EB' where a barrier wall is being removed and guardrail replacement is proposed. If a post will be in conflict with utility, resolve this conflict by installing an additional piece of guardrail and moving the Energy Absorbing Terminal further east. If post in additional guardrail section also conflicts with utility, resolve this conflict by not installing the conflicting post and instead installing extra posts at 1/2 post spacing per the standard detail drawing for Midwest Guardrail System (MGS) Guardrail, post driving for continuous underground obstruction. Contact AT&T Wisconsin field representative Rick Podolak at (715) 839-5565 to coordinate a field inspection of staked locations prior to installation.

A fiber optic line near Station 497+00'EB' where a barrier wall is being constructed and new guardrail will be installed. If a post will be in conflict with utility, resolve this conflict by lengthening the concrete barrier wall enough so that the post will avoid the utilities or by installing an additional piece of guardrail and moving the Energy Absorbing Terminal further east. If post in additional guardrail section also conflicts with utility, resolve this conflict by not installing the conflicting post and instead installing extra posts at 1/2 post

spacing per the standard detail drawing for Midwest Guardrail System (MGS) Guardrail, post driving for continuous underground obstruction. Contact AT&T Wisconsin field representative Rick Podolak at (715) 839-5565 to coordinate a field inspection of staked locations prior to installation.

The fiber optic line located at Station 801+35'P' to Station 801+85'P' is located where guardrail replacement is proposed. If a post will be in conflict with utility, resolve this conflict by not installing the conflicting post and instead installing extra posts at 1/2 post spacing per the standard detail drawing for Steel Plate Beam Guard, Class "A", Installation & Elements, post driving for continuous underground obstruction. Contact AT&T Wisconsin field representative Rick Podolak at (715) 839-5565 to coordinate a field inspection of staked locations prior to installation.

Baldwin Telecom

Baldwin Telecom has an underground fiber optic line that crosses IH 94 at Station 405+75'EB'.

No conflicts are anticipated with this facility.

Comcast

Comcast has underground coax facilities that crosses IH 94 along Front Street at approximately Station 312+50'EB'. Comcast facility will be exposed during construction for the replacement of storm sewer line near Station 801+35.00'P' on Front Street. Additionally, an overhead line crosses IH 94 at approximately Station 363+50'EB'.

No conflicts are anticipated with these facilities.

City of Hudson Water

City of Hudson has an underground water line running along the north side of IH 94 from Front Street to Station 324+00'EB'. Underground water lines cross IH 94 at Station 342+25'EB', Station 364+00'EB', and at Station 406+00'EB'. An underground water line crosses STH 35 South at Station 608+50'SB'.

An existing water line runs under a new noise wall, N-55-0001 at station 464+68'GG'. New post footings will be placed on each side of the water line to construct the wall. The line will remain in place during construction. Care must be taken when performing the excavation work near this facility. Contact Hudson Water ten days prior to work to arrange for field personnel to be on site. No conflicts anticipated.

Conflicts have been identified at station 464+68'GG' RT with the existing water valve. One water valve will require adjustment.

Contractor to perform all work during construction. Approval is required by City of Hudson for proposed work on water valves.

The field contact for City of Hudson Water is Kip Peters, 505 3rd Street, Hudson, WI 54016-1603, telephone (715) 386-4765, ext. 115.

City of Hudson Sanitary

City of Hudson has underground sanitary facilities crossing IH 94 at Station 312+50'EB' under Front Street and running along the south side of IH 94 to Station 328+00'EB'. Additional sanitary facilities run along the north side of IH 94 from Station 323+00'EB' to Station 341+60'EB'. A sanitary line crosses IH 94 at Station 330+00'EB' and STH 35 South at Station 591+60'SB' and Station 607+75'SB'. There is an abandoned sanitary sewer line that crosses IH 94 at Station 330+12'EB'.

An existing sanitary line runs under the temporary widening for Structure B-55-65 between Station 313+23'EB' to Station 313+99'EB'. The temporary abutment widening will require locating the existing sanitary line to determine the location. The line will remain in place during construction. Care must be taken when performing the excavation work near this facility. Contact Hudson Sanitary ten days prior to work to arrange for field personnel to be on site.

An existing sanitary line runs under a new noise wall, N-55-0001 at Station 465+37'GG'. New post footings will be placed on each side of the sanitary line to construct the wall. The line will remain in place during construction. Care must be taken when performing the excavation work near this facility. Contact Hudson Sanitary ten days prior to work to arrange for field personnel to be on site. No conflicts anticipated.

Conflicts have been identified with sanitary manholes at the following locations:

The following sanitary manholes will require adjustment due to the temporary widening of the EB IH 94 bridge over Front Street.

- STA 313+23'EB'
- STA 313+97'EB'

The following sanitary manholes will require adjustment due to the new auxiliary lane and barrier wall from station 321+40'WB' to 342+00'WB', LT.

- STA 327+08'WB'
- STA 330+08'WB'
- STA 333+60'WB'
- STA 337+61'WB'
- STA 341+61'WB'

The following sanitary manhole will require reconstruction due to the additional ramp lane and noise wall.

- STA 465+37'GG'

Contractor to perform all work during construction. Approval is required by City of Hudson for proposed work on manholes.

The field contact for City of Hudson Sanitary is Kip Peters, 505 3rd Street, Hudson, WI 54016-1603, telephone (715) 386-4765, ext. 115.

Level 3 Communications

The Level 3 fiber optic is in a conduit bundle that is shared by AT&T Legacy and Level 3 Communications. In addition, WisDOT has an interest in some of the fiber optic in the bundle; however all coordination for the WisDOT fiber optic in the conduit bundle is handled through AT&T Legacy.

Prior to excavating within 10 feet of the conduit bundle, contact Brad Morseth at (612) 805-9479 a minimum of 3 working days prior to the excavation to arrange for a fiber watch. See AT&T Legacy section for additional fiber watch requirements.

WisDOT

WisDOT has an underground fiber optic line within the project limits and shares an AT&T Legacy owned underground duct with AT&T Legacy and Level 3. Additionally, WisDOT has ITS facilities that cross IH 94 along the west side of Carmichael Road and along the east side of USH 12. WisDOT has ITS equipment for existing sign Structure S-55-052 at Station 344+00'WB', LT.

Conflicts with WisDOT's underground fiber will be resolved concurrently with AT&T Legacy and Level 3.

The field contact for WisDOT is Jeff Madson, STE. 300, 433 W. St. Paul Avenue, Milwaukee, WI 53203-3007, telephone (414) 225-3723.

Wisconsin Independent Network, LLC

Wisconsin Independent Network, LLC has an underground fiber optic facility that runs along the southern right of way from approximately Station 314+50'EB' to Station 333+50'EB'.

No conflicts are anticipated with this facility.

Xcel Energy – Distribution

Xcel Energy – Distribution has overhead electric facilities within the project limits that cross IH 94 at Station 363+50'EB', Station 389+00'EB', and Station 497+00'EB'. Additional overhead facilities cross STH 35 South at 604+15'SB'.

No conflicts are anticipated with these facilities.

Xcel Energy - Gas

Xcel Energy - Gas has underground gas facilities within the project limits that cross IH 94 at Station 356+90'EB', Station 400+80'EB', and Station 497+00'EB. Additional underground gas facilities cross STH 35 South at 600+90'SB'.

At Station 356+90'EB' approximately 2-feet of excavation will occur due to pavement replacement. A high pressure underground gas line is located directly below this excavation area. The line will remain in place during construction. Caution must be taken when performing the excavation work near this facility. Contact Xcel Energy field representative once the facility is exposed.

At Station 400+80'EB' approximately 4-feet of excavation will occur due to ditch grading. A high pressure underground gas line is located directly below this excavation area. The line will remain in place during construction. Caution must be taken when performing the excavation work near this facility. Contact Xcel Energy field representative once the facility is exposed.

At Station 600+90'SB' approximately 5-feet of excavation will occur due to ditch grading. A high pressure underground gas line is located directly below this excavation area. The exact depth of the facility is unknown but is believed to be 4-feet. Conflicts exist with this gas line and relocation prior to construction is required. Xcel Energy will cut and cap the existing gas main prior to the start of construction. This work will be completed by May 26, 2018. Xcel Energy will reinstall the gas main after the final grade is established.

Guardrail will be installed near the following gas lines within the project limits.

- Station 400+80'EB' (Station 400+80'CC' on Carmichael Road entrance ramp).
- Station 497+00'EB'

Due to the nature of the guardrail work, utility conflicts were not resolved with proposed post locations during design. Resolve any conflicts necessary to complete the guardrail work as follows:

The crossing at Station 400+80'EB' is located where guardrail replacement and extension is proposed. If a post will be in conflict with utility, resolve this conflict by installing an additional piece of guardrail and moving the Energy Absorbing Terminal further east. If post in additional guardrail section also conflicts with utility, resolve this conflict by not installing the conflicting post and instead installing extra posts at 1/2 post spacing per the standard detail drawing for Midwest Guardrail System (MGS) Guardrail, post driving for continuous underground obstruction. The depth of the facility is unknown. Caution must be taken when performing the excavation work near this facility.

The crossing at Station 497+00'EB' is located where guardrail replacement and extension is proposed. If a post will be in conflict with utility, resolve this conflict by installing an additional piece of guardrail and moving the Energy Absorbing Terminal further east. If post in additional guardrail section also conflicts with utility, resolve this conflict by not installing the conflicting post and instead installing extra posts at 1/2 post spacing per the

standard detail drawing for Midwest Guardrail System (MGS) Guardrail, post driving for continuous underground obstruction. The depth of the facility is unknown. Caution must be taken when performing the excavation work near this facility.

The field contact for Xcel Energy - Gas is Darren Nordskog, 1201 Livingstone Road, Hudson, WI 54016, telephone (715) 386-4798, mobile (715) 410-3755.

There are a few locations with unknown owners within the project area at the following locations:

- An underground fiber optic line runs along the south side of Coulee Rd next to IH 94 from Station 340+00 to 363+00.
- There are two fiber optic lines that cross IH 94 at 363+40 and 363+70.

Xcel Energy – Transmission

Xcel Energy – Transmission has overhead electric facilities within the project limits.

No conflicts are anticipated with these facilities.

8. 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)

9. 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 stormwater 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.

10. 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.

11. 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 Matthew Thorsen at (715) 836-3922.

107-054 (20080901)

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

John Roelke, License Number AII-119523, inspected Structure B-55-0148 for asbestos on April 30, 2015. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Matthew Thorsen at (715) 836-3922.

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 to Matthew Thorsen at (715) 836-3922 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-55-0148, IH 94 westbound over STH 35 South
- Site Address: 7.0 mi West of Junction STH 65
- Ownership Information: WisDOT Transportation Northwest Region, 718 W. Clairemont Ave, Eau Claire, WI 54701
- Contact: Matthew Thorsen
- Phone: (715) 836-3922
- Age: 17 years old. This structure was constructed in 2000.
- Area: 9705 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.

107-125 (20120615)

13. Clearing and Grubbing.

The contractor shall leave all trees in place between the proposed slope intercepts and the proposed TLE unless authorized by the engineer.

14. Abatement of Asbestos Containing Material B-55-65, Item 203.0210.S.001; Abatement of Asbestos Containing Material B-55-66, Item 203.0210.S.002.

A Description

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

B (Vacant)

C Construction

John Roelke, License Number AII-119523, inspected Structure B-55-0065 for asbestos on April 30, 2015 Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: caulk in the parapet expansion joints and in the abutment joints contain 10% non-friable asbestos.

The RACM on this structure must be abated by a licensed abatement contractor. A copy of the inspection report is available from Matthew Thorsen at (715) 836-3922. 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 Matthew Thorsen at (715) 836-3922 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-55-0065, IH 94 eastbound over STH 35 North
 - Site Address: 0.2 mi East of Junction STH 35 to North
 - Ownership Information: WisDOT Transportation Northwest Region, 718 W. Clairemont Ave, Eau Claire, WI 54701
 - Contact: Matthew Thornsens
 - Phone: (715) 836-3922
 - Age: 44 years. This structure was constructed in 1972.
 - Area: 25921 SF of deck
-
- Site Name: Structure B-55-0066, IH 94/USH 12 over STH 35 North southbound
 - Site Address: 0.6 mi East of Minnesota State Line/3.7 mi West of Junction USH 12/STH 35 South
 - Ownership Information: WisDOT Transportation Northwest Region, 718 W. Clairemont Ave, Eau Claire, WI 54701
 - Contact: Matthew Thornsens
 - Phone: (715) 836-3922
 - Age: 44 years. This structure was constructed in 1972.
 - Area: 19651 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-55-65	LS
203.0210.S.002	Abatement of Asbestos Containing Material Structure B-55-66	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)

15. Debris Containment B-55-65, Item 203.0225.S.001; B-55-66, Item 203.0225.S.002; B-55-148, Item 203.0225.S.003.

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 STH 35 North, Front Street, or STH 35 South until the engineer approves the debris containment plan.

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

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

1. Stacie Lambele (WisDOT) at (715) 833-5569 for B-55-66 and B-55-148
2. Denny Darnold (City of Hudson) at (715) 386-4776, ext. 160 for B-55-65

D Measurement

The department will measure Debris Containment (structure number) 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-55-65	LS
203.0225.S.002	Debris Containment B-55-66	LS
203.0225.S.003	Debris Containment B-55-148	LS

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

203-010 (20080902)

16. Removing Sign Bridge & Support, Item 204.9060.S.001.

A Description

This special provision describes removing sign bridge and support according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Sign Bridge & Support by each unit, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.001	Removing Sign Bridge & Support	Each

204-025 (20150630)

17. Removing Cable Guard, Item 204.9090.S.001.

A Description

This special provision describes removing cable guard according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Cable Guard in linear foot, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.001	Removing Cable Guard	LF

204-025 (20150630)

18. Removing Modular Block Retaining Wall, Item 204.9090.S.002.

A Description

This special provision describes removing modular block retaining wall according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Modular Block Retaining Wall in linear foot, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.002	Removing Modular Block Retaining Wall	LF

204-025 (20150630)

19. Removing Cables or Conduit, Item 204.9090.S.003.

A Description

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

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Cables or Conduit by the linear foot, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.003	Removing Cables or Conduit	LF

204-025 (20150630)

20. Select Borrow.

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

Material

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 15% by weight passing the No. 200 sieve.

stp-208-005 (20031103)

21. QMP Base Aggregate.

A Description

A.1 General

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

A.2 Small Quantities

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a contract 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:

A.2.1 Quality Control Plan

- (1) Submit an abbreviated quality control plan consisting of the following:
 1. Organizational chart including names, telephone numbers, current certification(s) with HTCP number(s) and expiration date(s), and roles and responsibilities of all persons involved in the quality control program for material under affected bid items.

A.2.2 Contractor Testing

1.

Contract Quantity	Minimum Required Testing per source
≤ 6000 tons	One stockpile test prior to placement, and two production or one loadout test.
> 6000 tons and ≤ 9000 tons	One stockpile and Three placement tests ^[3] [4] [5]

- ^[1] Submit production 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] If the actual quantity overruns 6,000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
 - ^[3] If the actual quantity overruns 9000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
 - ^[4] For 3-inch material or lift thickness of 3-inch or less, obtain samples at load-out.
 - ^[5] Divide the aggregate into uniformly sized sublots for testing
2. Stockpile testing for concrete pavement recycled in place will be sampled on the first day of production.
 3. Until a four point running average is established, individual placement tests will be used for acceptance. 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. 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.

A.2.3 Department Testing

- (1) The department will perform testing as specified in B.8 except as follows:
 - Department stockpile verification testing prior to placement is optional for contract quantities of 500 tons or less.

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:
Transportation Materials Sampling Technician (TMS) Aggregate Technician I (AGGTEC-I) Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Sampling ^[1]
Aggregate Technician I (AGGTEC-I) 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
<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/qual-labs.aspx>

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

- (1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within one business day after obtaining a sample. 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 one business day after obtaining a sample. 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 placement tests, include only QC placement 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) Perform one stockpile test from each source prior to placement.
- (3) Test gradation once per 3000 tons of material placed or fraction thereof. 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 or lift thickness of 3-inch or less 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.
- (4) 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.
- (5) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (6) 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.
- (7) 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 spec 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 four 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 four 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. Perform one stockpile test from each source prior to 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 or for a lift thickness of 3-inch or less, the department will collect samples at load-out. The department will split each sample, test half for QV, and retain half.

- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

B.8.3 Independent Assurance

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

B.9 Dispute Resolution

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

materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C (Vacant)

D (Vacant)

E Payment

- (1) Costs for furnishing all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.
- (2) For material represented by a running average exceeding a control limit, the department will reduce pay according to CMM 8-10.5.2 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.

stp-301-010 (20161130)

22. Concrete Pavements

This special provision describes construction of doweled concrete pavement according to standard spec 415, standard spec 710, and standard spec 715, as shown on the plans, and as hereinafter provided.

Supplement standard spec 715.2 with the following:

Concrete mix designs shall be the responsibility of the contractor. Provide the concrete mix designs necessary to accommodate contractor's operations and contractor scheduling according to the traffic provisions and the prosecution and progress provisions included in the plan. At least 7 business days before producing concrete, submit concrete mix documentation to the engineer for approval. Approval of the design mix does not relieve the contractor of the responsibility for meeting contractual requirements located within the traffic provisions and the prosecution and progress provisions.

If the geological composition of the coarse aggregate is primarily igneous or metamorphic materials, modify and supplement standard spec 415, standard spec 710, and standard spec 715 with the following:

1. The contractor may use class C fly ash or grade 100 or 120 slag as a partial replacement for Portland cement. For binary mixes use up to 15% fly ash or slag, except for slip-formed work the contractor may use up to 20% slag. For ternary mixes use up to 25% fly ash and slag in combination. Replacement values are in percent by weight of the total cementitious material in the mix.
2. One hundred percent of the aggregate shall pass the 1-inch sieve.

Use of recycled concrete for coarse aggregate will not be allowed.

23. Concrete Pavement Fast Track, 11-Inch, Item 415.1150.S.001.

A Description

This special provision describes construction of fast track concrete pavement according to the standard specs, as shown on the plans, and as hereinafter provided.

B Materials

B.1 Concrete Mixtures

Concrete mix design shall be the responsibility of the contractor. Delete standard spec 501.2.5.4.4 and standard spec 501.3.2.3. Chloride based accelerators shall be prohibited from use in fast track concrete pavement. Any chemical admixture(s) to be used, other than air-entraining agents or water reducers from the department's approved list, must be approved in advance by the engineer. The water-cement ratio of the concrete mixture shall not exceed 0.40.

C Construction

C.1 Opening to Traffic

Delete standard spec 415.3.15 and replace with the following:

Fast track concrete pavement must attain a minimum compressive strength of 3500 psi before it can be opened to traffic. The compressive strength shall be measured by testing concrete cylinders cured in the field on top of the slab, under the curing blanket.

At least two cylinders shall be tested in determining the attained strength of fast track concrete pavement for the purpose of opening the pavement to traffic. The average of test results for the two cylinders shall be used to determine compliance, except that neither cylinder may be less than 10 percent below the required strength.

If opening is not controlled by cylinders, cores may be substituted.

C.2 Test Equipment

In the field laboratory, provide a compressive test machine for use by department staff, and all equipment and materials necessary to perform compressive testing. The compressive test machine shall be an electrically powered unit with an minimum capacity of 200,000 lbs, and shall meet all requirements of ASTM C39. After the machine is set in place in the field laboratory on the project, provide calibration by a qualified vendor according to all requirements of ASTM E4. This vendor shall provide the engineer with a Certificate of

Calibration. Recalibration shall be required under any of the conditions covered in section 5.1.1 of ASTM C39. The contractor will be allowed access to the field laboratory to use the machine for preliminary mix design testing for fast track concrete.

C.3 Concrete Mix Approval Procedure

The following activities shall be completed in advance of the paving date.

1. Perform preliminary laboratory and/or field trial batching to establish the mix proportions necessary to meet the anticipated necessary age-strength properties.
2. Submit an action plan to the engineer for the specified closure period, which shall include the amount of time to be allowed for concrete curing at the conclusion of paving. Also submit to the engineer, at the same time, a proposed mix design (including specific sources and/or trade names as applicable for all materials) for formal mix design acceptance testing using a full scale field trial batch.
3. Execution of the formal full-scale field trial batch for mix design acceptance shall not commence until the engineer has approved the action plan and all components of the proposed mix design.
4. Under supervision of the engineer, cast a test slab of the same thickness as the actual fast track concrete work required on the project. The test slab shall be cast under similar environmental conditions as the actual fast track concrete work required on the project, subject to the approval of the engineer. The test slab shall consist of at least one full batch from the plant that will provide concrete for the project. Department project staff shall cast test cylinders from this batch, and the cylinders shall be cured laying down on top of the test slab under the same type of insulated blanket that will be used for the project. Department staff shall test these cylinders in pairs as the end of the designated curing time approaches, to determine the curing time required to reach the required 3500 psi compressive strength. If the required strength is not reached within the curing time allowed in the action plan, the contractor shall modify the mix and repeat the mix acceptance test. Once a mix design is accepted, all components and proportions of the mix must remain the same for all fast track concrete work on the project, with the exception of minor adjustments of water and air-entraining agent as necessary, or the mix acceptance test must be repeated.

Trial slabs cast for preliminary or formal testing may be cast offsite, or incorporated in the work in place of standard concrete pavement, subject to approval of the engineer. Any test slabs so incorporated in the work must meet pertinent requirements for standard concrete pavement, and the contractor shall be paid the bid unit price for standard concrete pavement of the same nominal thickness. Any test slabs cast offsite shall become the property of the contractor.

C.4 Curing Blankets

As soon as possible after surface texturing and application of curing compound and without damage to the pavement surface, cover the concrete with impermeable insulating blankets with an R value of at least 0.09. The blankets shall remain in place until the concrete has reached 3500 psi compressive strength. The blankets may be temporarily turned back for the minimum time necessary to facilitate joint sawing.

D Measurement

The department will measure Concrete Pavement Fast Track (inch) by area in square yards, completed according to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
415.1150.S.001	Concrete Pavement Fast Track 11-Inch	SY

Payment is full compensation for furnishing and calibrating test equipment; developing mix designs; placing test slabs and furnishing test slab materials when placed offsite; furnishing, hauling, preparing, placing, curing, and protecting of all materials except pavement ties and dowel bars which are installed in the existing concrete pavement; sawing joints; preparing the foundation; and backfilling.

415-010 (20110615)

24. Rout and Seal, Item 415.6000.S.

A Description

This special provision describes routing, cleaning, drying, and sealing the longitudinal edge of pavement joints in new asphaltic pavement shoulders immediately adjacent to the edge of the concrete mainline pavement. The work shall conform to the plan details and as hereinafter provided.

B Materials

Furnish material that conforms to the requirements of the Specifications for Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements, ASTM Designation: D 6690, Type II, modified to require that the bond strength test be run at -20 degrees F. (The unmodified ASTM D 6690, Type II allows this test to be run at either 0 degrees F or -20 degrees F.)

Deliver each lot or batch of sealing compound to the jobsite in the manufacturer's original sealed container. Mark each container with the manufacturer's name, batch or lot number, and the safe heating temperature. Present the manufacturer's certification stating that the compound meets the requirements of this specification. Prior to applying the sealant, furnish to the engineer a certificate of compliance and a copy of the manufacturer's recommendations on heating and applying the sealant.

C Construction

C.1 Equipment

Heat the sealing compound to the pouring temperature recommended by the manufacturer in an approved kettle or tank, constructed as a double boiler, with the space between the inner and outer shells filled with oil or other satisfactory heat transfer medium. If and when using the heating kettle on concrete or asphaltic pavement, properly insulate the heating kettle to ensure heat is not radiated to the pavement surface.

Make rout cuts in a single pass. Two-pass cutting will not be allowed. Use a self-propelled mechanical router capable of routing the bituminous pavement to provide a 1.0:1.0 depth to width ratio of all routed cracks. The router blade or blades shall be of such size and configuration to cut the desired joint reservoir in one pass. No spacers between blades shall be allowed unless the contractor can demonstrate to the engineer that the desired reservoir and rout cut can be obtained with them. Either wet or dry routing will be permitted provided the above conditions are met. Use a pressure distributor for applying sealing material through a hand-operated wand or nozzle according to sealant manufacturer's instructions.

C.2 Methods

Conduct the operation so that the routing, cleaning, and sealing are continuous operations. Traffic shall not be allowed to knead together or damage the routed joints. Rerout, if necessary, routed joints not sealed before traffic is allowed on the pavement when routing and sealing operations resume at no additional cost to the department. Do not perform rout cutting, cleaning, and sealing, within 48 hours of the placement of the shoulder's surface course.

Rout the longitudinal joint to a minimum width of $\frac{3}{4}$ -inches and a minimum depth of $\frac{3}{4}$ -inches. Use a power vacuum or equivalent to immediately remove any routing slurry, dirt, or deleterious matter adhering to the joint walls or remaining in the joint cavity, or both. Prior to sealing, dry the cleaned joints either by air-drying or by using a high capacity torch. Immediately prior to sealing, blow out the dried crack with a blast of compressed air, 80-psi minimum. Continue cleaning until the joint is dry, and until all dirt, dust, or deleterious matter is removed from the joint and adjacent pavement to the satisfaction of the engineer. If the air compressor produces dirt or other residue in the joint cavity, the contractor shall be required to clean the joint again.

If cleaning operations could cause damage to, or interfere with, traffic in adjacent lanes, or both, provide protective screening that is subject to the approval of the engineer to the cleaning operation.

Following cleaning, dry the routed joints and warm them with a hot air lance. Take care not to burn the pavement surface. Under no circumstances shall more than two minutes elapse between the time the hot air lance is used and the sealant is placed.

Provide positive temperature control and mechanical agitation. Do not heat the sealant to more than 20 degrees F below the safe heating temperature. The safe heating temperature

can be obtained from the manufacturer's shipping container. Provide a direct connecting pressure type extruding device with nozzles shaped for insertion into the joint. Immediately remove sealant spilled on the surface of the pavement.

Seal the joints when the sealant material is at the pouring temperature recommended by the manufacturer. Fill the joint such that after cooling, the sealant is flush with the adjacent pavement surface. Do not overfill the joint; the engineer may allow a very slight overband. Sand shall not be spread on the sealed joints to allow for opening to traffic. Before opening to traffic, the sealant shall be tack free.

D Measurement

The department will measure Rout and Seal in length by the linear foot, completed according to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
415.6000.S	Rout and Seal	LF

Payment is full compensation for rout cutting; cleaning the joint; furnishing and installing all materials, including sealant.

415-100 (20140630)

25. QMP HMA Pavement Nuclear Density.

A Description

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
 1. Selection of test sites.
 2. Testing.
 3. Necessary adjustments in the process.
 4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:

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

- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

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

B Materials

B.1 Personnel

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

B.2 Testing

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

B.3 Equipment

B.3.1 General

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

B.3.2 Comparison of Nuclear Gauges

B.3.2.1 Comparison of QC and QV Nuclear Gauges

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the comparison process. The section does not have to be the same mix design.

- (2) Compare the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the comparison on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.
- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft³. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft³ and repeat comparison process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable comparison tolerances to perform density testing on the project.

B.3.2.2 Comparison Monitoring

- (1) After performing the gauge comparison specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform comparison monitoring of the QC, QV, and all back-up gauges at the project reference site.
- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft³ of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft³ of its reference value established in B.3.2.2(2).
- (4) Maintain the reference site test data for each gauge at an agreed location.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.

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

Lane Width	No. of Tests	Transverse Location
5 ft or less	1	Random
Greater than 5 ft to 9 ft	2	Random within 2 equal widths
Greater than 9 ft	3	Random within 3 equal widths

Table 1

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

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

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

Table 2

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

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

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at

- 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
 - (4) Retesting and acceptance of replaced pavement will be according to standard spec 105.3.
 - (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
 - (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft³ of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will

notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

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

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

(1) The department will administer density incentives according to standard spec 460.5.2.3. stp-460-020 (20161130)

26. Asphaltic Surface Temporary.

The engineer will review temporary pavements to remain in place as permanent work. Any pavements determined by the engineer requiring replacement are considered incidental to Asphaltic Surface Temporary with no additional payment. Temporary pavements shall be placed in a minimum of two layers.

27. Culvert Pipe Liners, 24-Inch, Item 520.9700.S.001; Cleaning Culvert Pipes for Liner Verification, Item 520.9750.S.

A Description

This special provision describes providing and pressure grouting culvert pipe liners for circular culverts.

B Materials

B.1 General

Provide flow calculations at the preconstruction conference. Use contractor-proposed liner properties, the Manning's coefficients listed on the department's approved products list, and base calculations on existing culvert sizes and liner sizes the plans show. Ensure that pipes when lined have a capacity within $\pm 5\%$ of the original full flow capacity of the pipe.

B.2 Flexible Pipe Liner

Use liners with a Manning's coefficient value published on the department's approved products list. Upon delivery provide manufacturer certificates of compliance certifying that the liners conform to the following:

Pipe Type	ASTM Designation	ASTM D3350 Resin
High Density Polyethylene (HDPE)		
Profile Wall Pipe	F894	345463C
Solid Wall Pipe	F714	345463C
Polyvinylchloride (PVC)	F949	---

B.3 Grout

Provide grout consisting of:

- One part of type I or II portland cement
- Three parts sand conforming to standard spec 501.2.5.
- Water to achieve required fluidity.

Alternatively the contractor may use an engineer-approved commercial cellular concrete grout conforming to the following:

Cement	ASTM C150	Type I or II
Density	ASTM C495 (no oven drying)	50 pcf min
Compressive Strength	ASTM C495	300 psi @ 28 day min 100 psi in 24 hours
Shrinkage	ASTM	1% by volume
Flow	ASTM C939	35 sec max

C Construction

C.1 General

As soon as possible after contract execution, survey existing culvert pipes to determine which culverts need cleaning in order to verify the required liner diameter and length. Notify the engineer before cleaning to confirm payment under the Cleaning Culvert Pipes for Liner Verification bid item.

Coordinate with the engineer to field verify culvert diameter and length, shape, material, and condition before ordering the liners.

Obtain easements if necessary for installing long sections of pipe.

C.2 Excavating and Cleaning

Before inserting the liner, clean and dry the pipe. Excavate and pump as required to remove debris and other materials that would interfere with the placement or support of the inserted liner. Dispose of and replace unserviceable endwalls as the engineer directs.

C.3 Placing Liners

Unload liners using slings and boom-type trucks or equivalents. Do not use chains or wire rope to handle liners and do not dump liners from the trucks when unloading.

Connect joints conforming to the manufacturer's recommendations.

C.4 Pressure Grouting

After the liner is in place, fill the area between the original pipe and the liner completely with grout to provide uniform space between the liner and the original pipe. Block, grout in lifts, or otherwise secure liners to prevent floatation associated while grouting.

Use a grout plant that is capable of accurately measuring, proportioning, mixing, and discharging by volume and at discharge pressures the liner manufacturer recommends. Do not exceed manufacturer-specified maximum pressures. The contractor may place grout in lifts to prevent exceeding maximum allowable pressures.

C.4 Site Restoration

Replace pipe sections damaged or collapsed during installation or grouting operations. Restore the grade to its original or improved cross section. Dispose of waste material.

D Measurement

The department will measure the Culvert Pipe Liners bid items by the linear foot measured in place for each culvert location, acceptably completed.

The department will measure Cleaning Culvert Pipes for Liner Verification as each culvert, acceptably cleaned. The department will only measure culverts the engineer approves for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
520.9700.S.001	Culvert Pipe Liners 24-Inch	LF
520.9750.S	Cleaning Culvert Pipes for Liner Verification	EACH

Payment for the Culvert Pipe Liners bid items is full compensation for providing pipe liners; obtaining easements; for excavation and pumping; for cleaning the existing pipe before liner installation; for pressure grouting; for replacing contractor-damaged pipe and endwalls; and for restoring the grade and disposing of waste materials.

The department will pay the contractor \$150 per cubic yard for grout required in excess of 110 percent of the theoretical quantity required to fill the space between the inside diameter of the existing pipe and the outside diameter of the liner.

Payment for Cleaning Culvert Pipes for Liner Verification is full compensation for cleaning required to verify liner length and diameter; for excavation and pumping; and for disposing of waste material.

The department will pay separately for replacing unserviceable endwalls not rendered unserviceable by contractor operations under the appropriate contract endwall bid item, or absent the appropriate item as extra work.
520-015 (20140630)

28. Surface Drain Pipe Corrugated Metal Slotted, 12-Inch, Item 521.2005.S.

A Description

This special provision describes furnishing and installing slotted corrugated metal pipe surface drain as shown on the plans, in accordance to standard spec 521, and as hereinafter provided.

B Materials

Furnish backfill material that is grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501.2 as modified in standard spec 716. Provide QMP for class III ancillary concrete as specified in standard spec 716.

C Construction

Prior to backfilling, plug the upper end of the slotted drain as shown on the plans or as approved by the engineer.

Prior to backfill operations adjacent to the slotted area of the slotted corrugated metal pipe surface drain pipe, install timber blocks in the slots in accordance to the details as shown on the plans. Remove any material entering the pipe at no expense to the department.

Keep the timber blocks in place until final clean up operations are completed; at which time, remove the timber blocks.

Exercise care to avoid damage to the slotted corrugated metal pipe surface drain pipe. If any section of pipe is damaged or is unsatisfactory as determined by the engineer, replace the drain pipe at no expense to the department.

D Measurement

The department will measure Surface Drain Pipe Corrugated Metal Slotted 12-inch, completed in accordance to the contract and accepted, in place by the linear foot.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
521.2005.S	Surface Drain Pipe Corrugated Metal Slotted 12-Inch	LF

Payment is full compensation for furnishing all materials; hauling and placing the pipe, including bands; making connections to existing inlets; furnishing concrete, end plug or cap; and for cleaning out and restoring site of work.
stp-521-005 (20150630)

29. Temporary Structure Station 312+49.34 and Station 308+25.47.

Perform this work in accordance to standard spec 526, as shown on the plans, and as hereinafter provided.

The structure shall meet the width and dimensions as shown in the structure plans.

30. Noise Barriers Double-Sided Sound Absorptive N-55-1, Item 531.0300.S.001; Noise Barriers Double-Sided Sound Absorptive N-55-2, Item 531.0300.S.002.

A Description

This special provision describes designing, fabricating, transporting, and erecting composite concrete double-sided sound absorptive noise barriers according to the plans, portions of the standard specs cited below, the department-approved installation specifications, and as hereinafter provided.

B Noise Wall System

B.1 System Pre-Qualification and Selection

The noise wall system supplied must be pre-qualified by the department. The department maintains a list of pre-qualified systems which can be viewed online at:

<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>

Systems eligible for use on this project shall be pre-qualified prior to the award of this contract.

Provide the name of the selected system, and the intended fabricator to the engineer within 25 days after award of the contract. Schedule a pre-design meeting with the engineer subsequent to award of the contract and prior to beginning design of the noise barrier. A representative of the fabricator of the noise barrier components shall attend this meeting.

B.2 Design

B.2.1 Structural and Foundation Design

The structural and foundation design of the noise barrier system shall conform to the current edition of "AASHTO LRFD Bridge Design Specifications" published by the American Association of State Highway and Transportation Officials (AASHTO), 444 North Capitol Street, NW, Suite 225, Washington, DC 20001, with the following exceptions:

Design the noise barrier to withstand wind pressure, applied perpendicular to the barrier, in each direction, of 28.5 pounds per square foot for ground mounted barriers, and 37.5 pounds per square foot for structure mounted barriers.

Design drilled shaft foundations using the Broms Method. Ignore the top 1-foot of supporting soil in the design of ground-mounted barrier foundations.

In addition to wind loads, design the bottom noise barrier panel to support the dead load (weight) of the panels directly above it and its own dead load. Assume this dead load to be distributed uniformly across the bottom panel acting as a simple beam supported at the posts.

Bottom noise barrier panels shall have a minimum amount of perimeter reinforcement of a #4 bar which shall be continuous around the corners. Reinforcing steel in the concrete core of noise barrier panels shall have a minimum clear cover of 1 inch. Clear cover does not include sound absorptive material. Design the reinforced concrete core to resist the loads without considering any composite action from other material in the panel.

Provide a neoprene bearing pad or equivalent material of ¼ inch minimum thickness between the foundation and the bottom panels. The allowable bearing stress shall not exceed 900 psi. Precast concrete pedestals placed between the foundation and bottom panels shall be reinforced if over 1'-0" high. 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.

B.2.2 Fire Hose Access Openings

Design fire hose access openings, at locations shown on the plans, with additional reinforcement and clear cover around the opening as necessary to maintain structural integrity. Detail drawings shall show the additional reinforcement and method for attaching the Fire Hydrant Location Signs to the barrier panel.

B.2.3 Barrier Profile

Unless otherwise shown on the plan or approved by the engineer, design the top of the noise barrier to be horizontal and at or above the acoustic elevation line shown on the plans. The bottom elevation of the noise barrier shall be as shown on the plans. Changes in elevation shall be accomplished by stepping sections at posts. Steps shall not exceed 3-feet in height. All joints shall be horizontal or vertical and shall be aligned with the adjacent panels.

B.2.4 Panel Orientation

Design the panels to prevent entrapment and ponding of water. Avoid inadvertently providing areas for perching, nesting of birds or collecting of dirt and debris in the design of the noise barrier system.

B.2.5 Sound Transmission Loss (TL)

Design the noise barrier panel material to achieve a transmission loss equal to or greater than 20 decibels in all test frequency bands, as referenced in ASTM E90.

B.2.6 Noise Reduction Coefficient (NRC)

Design the noise barrier system so that the highway sides of the noise barrier panels have a minimum NRC of 0.80, as referenced in ASTM C423.

B.2.7 Design Coordination

Design the noise barrier post spacing so as not to interfere with the existing utility and drainage facilities.

Design the noise barrier post spacing so as not to interfere with proposed utility and drainage facilities shown in the plans. This includes proposed roadway lighting and ITS facilities.

For noise barriers mounted behind or near proposed retaining walls, coordinate and design the noise barrier post spacing so as to not interfere with embedded portion of the proposed retaining walls, including MSE wall soil reinforcement and tieback anchors on soldier pile and timber lagging retaining walls.

For noise barriers mounted on proposed bridges and retaining walls, coordinate and design the noise barrier post spacing to coincide with noise barrier post and embedded noise barrier anchor assembly spacing shown on the bridge and retaining wall plans. Coordinate any required changes to the noise barrier post spacing and embedded noise barrier anchor assembly locations shown on the bridge and retaining wall plans, if required for the design of the noise barrier.

B.2.8 Weep Hole Openings

Design panels such that weep hole openings in noise wall to allow water to drain can be field installed per C.3 at locations shown on the plans.

B.2.9 Maintenance Doors

Design maintenance doors and door portals in noise walls, at locations shown on the plans, with additional reinforcement and clear cover around the opening as necessary to maintain structural integrity per B.2.1.

B.3 Materials

All materials used in the work shall conform to the requirements of the standard specs cited below and as hereinafter specified. All required material certifications and testing are the responsibility of the contractor. All certifications and test reports shall carry the name and address of the fabrication facility where the specific material was produced.

B.3.1 Concrete Masonry

Provide grade A, A-2, 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 for concrete posts and the core component of composite concrete sound absorbing panels. Provide QMP for class II ancillary concrete as specified in standard spec 716.

B.3.2 Materials Testing – General

All test reports shall carry the name and address of the laboratory where testing was performed, and the name of the person in responsible charge of the specific tests for which data is presented. Materials tested shall be representative of materials manufactured for this specific contract. Panels tested or from which samples will be taken will be selected and appropriately marked by the engineer either at the manufacturer's plant or from panels delivered to the project at the engineer's option.

Testing as detailed below is required for each lot of material not to exceed 100,000 SF of noise barrier produced. Conduct testing on panels within the first 30,000 SF of production of each lot not exceeding 100,000 SF. For projects that do not exceed 100,000 SF, a minimum of two lots of material will represent the project, each lot representing equivalent square footage. The first set of tests conducted for projects that do not exceed 100,000 SF shall be within the first third of the total square footage of the project. Provide the shipping record of the samples to the laboratory within five days of sampling. Commence testing as soon as practicable after sampling.

Test all materials as fabricated, including any specified finishing.

B.3.2.1 Noise Reduction Coefficient (NRC)

Test noise barrier panels according to ASTM C423, and placed according to ASTM E795, mounting type A, to determine the noise reduction coefficient (NRC) of the material. Submit to the engineer an independent laboratory test report that shows that the noise barrier panels achieve an NRC as specified in B.2.6 for the highway side of the barrier.

B.3.2.2 Long-term Durability

Test all sound absorbing composite concrete and composite concrete components for long-term durability according to ASTM C672 and the following modifications and/or requirements:

B.3.2.2.1 Test Specimens

Three specimens of a full cross section of the composite panel at least 144 square inches in face area will be selected at random from the provided composite panel as defined in B.3. Sample specimens shall be representative of the manufacturer's continuous production operation, as selected and marked by the engineer. Specimens shall be 2D-symmetric and shaped according to the testing laboratory's accommodations.

Prepare the surfaces of the sample specimen(s) for testing as follows. Brush the surfaces of the sample to remove any loose particles. Prior to testing, submerge the test specimens be submerged in water for a period of 24 hours prior to testing. Immediately following this, cover the specimens with the sodium chloride solution as stated below.

B.3.2.2.2 Test Procedure

Place samples in a 5 sided water tight container, fully submerged in a solution of sodium chloride (concentration 3% by mass). Maintain ¼-inch of sodium chloride solution above the top surface of the fully submerged specimen within the container.

Subject the submerged specimens to continuous freeze-thaw cycles as follows:

After each five cycles, remove the salt solution and particles of deteriorated concrete from the slab and collect in a watertight container. The operation is best accomplished by tilting the slab in a funnel approximately 20-inches in diameter and washing the surface of the slab with a 3% sodium chloride solution. Continue this washing until all loose particles are removed from the sample. Strain the solution through a filter and dry the residue at 221 degrees Fahrenheit to a constant mass condition. Cumulatively weigh the residue after each five cycles. The dry residue is defined as the loss of mass. Calculate the loss of mass to the nearest 0.01 pounds per square foot, not including the exposed surface of any core material on the cast or cut edges. Visually rate the surfaces according to 10.1.5 of ASTM C672 including any delamination of the sound absorbing material from the concrete core for composite concrete materials. After each washing of each sample, re-establish the initial submerged condition with a new solution of 3% sodium chloride prior to continuing with freeze-thaw cycling. .

Continue the test until 30 freeze-thaw cycles have been completed.

During the test position and support each specimen to allow free circulation of the test solution under, around, and over test pieces. Support the bottom of the specimens on blocks in a manner to facilitate movement of moisture through and around the test specimen(s).

B.3.2.2.3 Test Report

Submit to the engineer an independent testing laboratory test report which shows that all solid and composite concrete products meet or exceed the following criteria:

- a. After 30 freeze-thaw cycles the test specimens shall not exhibit excessive deterioration in the form of cracks, spalls, aggregate disintegration, delamination or other objectionable features.
- b. Compliance with the test requirements is based upon a loss of mass of not more than 0.2 pounds per square foot from the surface after 30 cycles of freezing and thawing.
- c. The report shall include the following:
 1. Name of manufacturer.
 2. Location of production.
 3. Production description.
 4. Date product sample was cast.
 5. Commencement date of testing.
 6. Specimen identification.
 7. 5x7-inch color photographs of the test specimens before and after the 30 cycles of freeze-thaw test showing both sound absorbing faces and at least one representative side view of a cut (not cast) face, and any defects.
 8. A graph of the cumulative mass loss of each specimen plotted against the number of freeze-thaw cycles for 5, 10, 15, 20, 25, and 30 freeze-thaw cycles.
 9. Visual rating according to ASTM C672 Section 10.1.5, including report of any delamination of the sound absorbing material from the concrete core for composite concrete components.

B.3.3 Materials Certification - General

Provide certification of compliance or sample fabrications as noted below. All material certifications shall reference the specific facility manufacturing the material and this contract. Certification is required for each lot of material not to exceed 100,000 SF of noise barrier produced, and shall include dates of fabrication for the lot being certified. For projects that do not exceed 100,000 SF, a minimum of two lots of material will represent the project, each lot representing equivalent square footage.

B.3.3.1 Color and Surface Texture

Supply and deliver to the engineer a 3-foot x 5-foot minimum test panel for each panel type with the specified pattern and colors. Obtain the engineer's acceptance of the panel's pattern and color prior to production of the panels required for the contract. The accepted pattern and color test panels shall remain on the project site in a readily accessible location for the duration of the project. The accepted pattern and color sample panels will be the standard for all noise barriers on the project.

Manufacture noise barrier posts of the same materials throughout the project. Shop apply coating and coloring of the post and panels.

Unless otherwise shown and provided for in the plans, wall pattern shall contain textures with relief features of sufficient depth and quantity to be distinguishable at an observation

distance of 500-feet. The color(s) and texture(s) chosen will be within the following parameters; however, at the discretion of the engineer, a single color and/or a single texture may be selected for either side of the noise barrier.

	Freeway Side	Residential Side
Number of colors	2	2
In the proportion of	75:25 (±5%)	75:25 (±5%)
Number of textures	2	2
In the proportion of	75:25 (±5%)	75:25 (±5%)

Color – No Color

Surface Texture – Natural Stone

The engineer will visually inspect panels for color consistency upon arrival at the project. The panels shall have no substantial variation in color from the accepted sample panel submitted for the project. All panels with substantial color variation will be rejected and shall be removed from the project.

B.3.3.2 Structural Steel

Submit to the engineer certification of compliance, including mill certifications and heat numbers, that structural steel conforms to the properties required on the plans and shop drawings, and is galvanized after fabrication by the hot-dip process according to ASTM A123. Galvanize all steel hardware and threaded fasteners, bolts, nuts, and washers according to ASTM A153.

Shop coat all steel galvanized surfaces exposed to view with an approved paint system as hereinafter specified. Clean galvanizing surfaces to be painted according to SSPC-SP1 to remove, chlorides, sulfates zinc salts, oil, dirt, organic matter and other contaminants. Brush Blast clean the surfaces according to SSPC-SP7 to create a slight angular surface profile (1.0 – 1.5 mils suggested) for adhesion. Do not fracture the galvanized finish or remove any dry film thickness during these processes.

After cleaning, provide a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface. The tie coat shall etch the galvanized surface and prepare the surface for the top coat. Apply a top coat matching the finished color specified in B.3.2. Use a pre-approved top coat that is resistant to the effects of the sun, and is suitable for use in a marine environment. Exercise care so as not to damage the painted surfaces during shipment and erection of the noise barriers.

Use one of the qualified paint sources and products given below. An equivalent system may be used with the written approval of the engineer. Supply the engineer with the product data sheets before applying any coating. The product data sheets shall indicate the mixing and thinning directions, the recommended spray nozzles and pressures, the minimum drying time for shop applied coats, and the recommended procedures for coating galvanized bolts, nuts, and washers.

Producer	Coat	Products	Dry Film Minimum Thickness (mils)	Minimum Time Between Coats (hours)
Sherwin Williams Co. (847) 330-1250	Tie	Recoatable Epoxy Primer B67-5 Series/B67V5	2.0 to 4.0	6
	Top	Acrolon 218 HS Polyurethane, B65-650	2.0 to 4.0	NA
Carboline Co. (314) 644-1000	Tie	Rustbond Penetrating Sealer FC	1	36
	Top	Carboline 133 LH	4	NA
Wasser Corp. (253) 850-2967	Tie	MC-Ferrox B 100	3.0 to 5.0	8
	Top	MC-Luster 100	2.0 to 4.0	NA

B.3.3.3 Sound Transmission Loss (TL)

Submit to the engineer certification of compliance that the sound transmission loss of the panel material, when tested according to ASTM Standard E90, achieves a transmission loss as specified in B.2.5.

B.3.3.4 Accelerated Weathering

Submit to the engineer certification of compliance that all coatings on barrier components, with the exception of structural steel and wood components comply with the following requirements when tested according to ASTM Standard G155, G153, or G152 after 2400 hours of exposure on a cement based test specimen(s):

1. No checking when rated according to ASTM D660.
2. No cracking when rated according to ASTM D661.
3. No blistering when rated according to ASTM D714.
4. No difference in adhesion between the unexposed control sample and an exposed sample when tested according to ASTM D3359, Method A.
5. No chalking less than #7 rating when rated according to ASTM D4214.
6. No color change greater than 5 NBS units when measured according to ASTM D2244, using illuminant D65 and the 1964 10-degree standard observer.

B.3.3.5 Corrosion Resistance (Salt Fog Exposure)

Submit to the engineer certification of compliance that all coated steel components, with the exception of structural steel, has a coating system that has been tested for corrosion resistance according to ASTM B117 and comply with the following requirements:

1. No checking when rated according to ASTM D660.
2. No blistering when rated according to ASTM D714.

3. No loss of adhesion when tested according to ASTM D3359 with no evidence of corrosion along the edges of the samples or along the score lines, or both, or other defects.

B.4 Project Submittal Requirements

Furnish required submittals according to the following:

B.4.1 Pre-Construction Submittals

Submit the following documents to the engineer for review by the Bureau of Structures Design Section, at least 14 calendar days prior to beginning any shop or field work:

1. Structural and foundation design calculations (1 set)
Design calculations shall be on 8½ x 11-inch sheets, neatly bound with a title sheet listing the complete project identification number and sound barrier designation. Structural and foundation calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.
2. Detailed design/shop drawings (3 sets)
Design/shop drawings shall conform to the contract plans and the requirements of these special provisions. The design/shop drawings shall consist of plan and profile sheets, details, explanatory notes, erection diagrams, aesthetic treatments, and other working plans. All dimensions, sizes of material, material information and other information necessary for the complete fabrication and construction of the noise barrier shall be designated on the appropriate sheets. The design/shop drawings shall be drawn to an appropriate scale on reproducible sheets 11 x 17-inches including borders. Each sheet shall carry the complete project identification number and noise barrier designation. Design/shop drawings shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.
3. Specifications regarding installation requirements and sequence of construction, including a detailed bill of materials (1 set).
4. Detailed color plan of the aesthetic treatments and finishes for the entire noise barrier (1 set).
5. Shipping, handling, and storage plan identifying methods or practices to limit post production damage (1 set).

B.4.2 Pre-Installation Submittals

Supply and deliver to the engineer the sample panel required under Section B.3.3.1 at least 14 calendar days prior to beginning production and/or installation of job materials. Acceptance of the sample panel will be by: Stacie Lambele, (715) 833-5569. If the panel is not acceptable, a second panel shall be produced and submitted for acceptance. Sample panel to be representative of quality for precast panel work after acceptance. Deliver test panels to the region lab, for comparison purposes during production of project panels.

B.4.3 Payment Submittals

Submit certifications and test data as required under B.3 for all materials, including trade name of the products along with the name and address of the manufacturers.

B.4.4 Submittal Review

The engineer's review and acceptance of the drawings, calculations, and related material, submitted by the contractor, is for compliance with design intent only, and does not relieve the contractor from responsibility in regard to errors or omissions on said submittals.

The final accepted design documents and/or shop drawings will become a part of the contract. Any substitution of materials or dimensions contemplated by the contractor's submitted documents, different from materials or dimensions shown on the contract plans, shall be made only when approved by the engineer, and in such case, additional costs resulting from such substitution shall be borne by the contractor.

Ordering of materials by the contractor prior to acceptance of pertinent submittals shall be at the contractor's own risk.

C Construction

C.1 General

Construct the noise barriers at the locations shown on the plans, according to the contract specifications and design drawings and/or as directed by the engineer. Deliver all sound absorbing composite concrete components to the project site(s) as a finished component. A sound absorbing composite concrete system, which has the sound absorbing material glue-laminated or alternately affixed by a secondary adhesion method on the project site, will not be allowed.

Provide a minimum ten day notice to the engineer of the date that the fabrication of the noise barrier material will commence.

Inspect all materials delivered to the construction site for proper dimensions, honeycombing, cracks, voids, surface defects, consistency in color and texture, and any other damage or imperfections, prior to installation.

If any part of the noise barrier material fails to comply with any requirements of the contract specification, the component shall either be corrected, permanently marked as unacceptable and be disposed of by the contractor or accepted at a reduced price. The decision will be made by the engineer and is dependent on the severity of the specification deviation.

Erect noise barriers to avoid conflict with any existing facilities or utilities to remain in place. Any damage caused by construction activities shall be repaired by the contractor at no cost to the department.

C.2 Fire Hydrant Location Signs

Furnish and install fire hydrant location sign(s). These shall be attached to the noise barrier at each location shown on the plans by a method as shown on the department's approved

drawings. The signs shall conform and be of the type specified in the department's sign plate book, plate D9-54 and/or D9-54A.

Compensation for furnishing and placing the fire hydrant location signs shall be included in the contract price for Noise Barriers Double-Sided Sound Absorptive and no additional compensation therefore will be allowed.

C.3 Weep Hole Openings

Furnish and install weep hole openings for drainage at the locations and sized as noted on the plan. Install weep holes by drilling through the wall after erection of the noise barrier. Use 6" PVC Schedule 40 pipe sleeve conforming to ASTM D-1785. Epoxy 6" PVC Schedule 40 pipe sleeve into bored weep hole. PVC pipe sleeve shall fit snugly in cored hole through wall. Epoxy PVC pipe sleeve into bored weep hole in noise barrier. Locate and construct weep holes according to the plans and as the engineer directs. Weep holes shall be placed at the locations shown in the plans, unless approved by the engineer to adjust locations to fit field conditions. The engineer will field verify the height and location of the weep hole for positive drainage.

C.4 Name Plates

Furnish and install name plates conforming to the requirements of standard spec 506.2.4. Furnish and place one name plate on each noise barrier at the location indicated on the plans. Rigidly attach each plate to the barrier by a means approved by the engineer.

Compensation for furnishing and placing of name plates shall be included in the contract price for Noise Barriers, Double-Sided Sound Absorptive Structure and no additional compensation therefore will be allowed.

C.5 Structure Mounted Noise Barriers

Do not erect noise barriers mounted to bridge or retaining wall structures until after the concrete for bridge decks and parapets or retaining wall moment slabs and parapets have attained their specified 28-day strength.

For noise barriers mounted to moment slabs and parapets on top of MSE retaining walls, erection of the noise barrier is limited to two-thirds the height of the noise barrier acoustical line shown in the plans prior to placement of earth fill or pavement over the top of the moment slab as shown in the plans. Erection of the noise barrier in excess of two-thirds its height to the full height of the noise barrier acoustical line shown on the plans may not occur until after the earth fill or pavement structure over the top of the moment slab shown in the plans is complete.

C.6 Construction Tolerances

Install the posts and panels comprising the noise barrier plumb within 1/2-inch in 15-feet. Locate the posts to the line and grades as shown in the plans to within +/- 3/4-inch. Align horizontal joints of adjacent panels to a vertical tolerance of 1/4-inch. Where vertical adjustments are required for alignment, use a mortar base or steel shims. Galvanize and prime coat steel shims according to B.3.3.2.

D Measurement

The department will measure Noise Barriers Double-Sided Sound Absorptive by the square foot, acceptably completed, as the area the original plans show plus engineer-approved modifications to the plan quantity caused by plan corrections or revisions.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
531.0300.S.001	Noise Barriers Double-Sided Sound Absorptive N-55-1	SF
531.0300.S.002	Noise Barriers Double-Sided Sound Absorptive N-55-2	SF

Payment is full compensation for providing noise barrier including: coloring and aesthetic treatment on panels, preparing the design drawings and calculations, furnishing and delivering sample and test panels, materials testing, furnishing materials test reports and certifications, excavation, preparing the site, constructing foundations, erecting posts and panels, and disposing of waste materials.

stp-531-010 (20161130)

31. Adjusting Manhole Covers.

This work shall be according to the pertinent provisions of standard spec 611, as shown on the plans, and as hereinafter provided.

Adjust manhole covers located in pavement areas in two separate operations. Initially, remove designated manhole covers along with sufficient pavement to permit installation of temporary cover plate over the opening. Fill the excavated area with asphaltic pavement mixture, which shall remain in place until contract milling and paving operations permit setting the manhole frames to grade. During the second phase, remove the asphaltic pavement mixture surrounding the manhole plus the temporary cover plate, and set the manhole cover to final grade. The department will measure and pay for the items of asphaltic pavement mixture, temporary cover plate, milling, and paving separately.

Revise standard spec 611.3.7 by deleting the last paragraph.

Set the manhole frames so that they comply with the surface requirements of standard spec 450.3.2.9. At the completion of the paving, a 6-foot straightedge shall be placed over the centerline of each manhole frame parallel to the direction of traffic. A measurement shall be made at each side of the frame. The two measurements shall be averaged. If this average is greater than 5/8 inches, reset the manhole frame to the correct plane and elevation. If this average is 5/8 inches or less but greater than 3/8 inches, the manhole frame shall be allowed to remain in place but shall be paid for at 50 percent of the contract unit price.

If the manhole frame is higher than the adjacent pavement, the two measurements shall be made at each end of the straightedge. These two measurements shall be averaged. The same criteria for acceptance and payment as above, shall apply.

611-005 (20030820)

32. Cover Plates Temporary, Item 611.8120.S.

A Description

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

B Materials

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

C (Vacant)

D Measurement

The department will measure Cover Plates Temporary as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH

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

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

611-006 (20151210)

33. Cable Barrier Type 1, Item 613.1100.S; Cable Barrier End Terminal Type 1 Item 613.1200.S.

A Description

This special provision describes providing socketed high-tension TL-4 cable guard meeting the National Cooperative Highway Research Program (NCHRP) Report 350, Test Level 4.

B Materials

Provide a cable barrier system that is on the approved product list for the county in which the system will be installed.

Provide a calibrated tension gauge to each county for the specific system installed in each county.

Provide one copy of video training material on the proper maintenance techniques and recovery of vehicles to each county for the specific system installed in each county. At a minimum, this training is to address, proper tension techniques, proper operation of calibrated tension gauge, proper repair techniques, and proper methods to removed vehicles entrapped in the cable barrier.

B.2 Design Requirements

Thirty days before installation provide the engineer with two sets of manufacturer prepared drawings, Wisconsin P.E. stamped calculations, documentation, notes, plan details, and construction specifications. Provide required information in a PDF format or other in electronic format that the department can review information.

Obtain prior approval from the Bureau of Project Development (Erik Emerson at (608) 266-2842) for all hardware substitutions before delivering the hardware on the project.

If soils information is not in the plan contact Matthew Thorsen at (715) 836-3922.

C Construction

Construct concrete as specified in standard spec 501.

Construct steel reinforcement as specified in standard spec 505.

Construct terminal units at each end of a run of cable guard as shown in the plans. The contractor may determine the location of anchors subject to the engineer's approval.

Tension the cable according to the manufacturer's recommendations at the time of installation, and then check and adjust approximately three weeks after installation. If system is not maintaining proper tension, adjust tension and return three weeks later. Provide engineer documentation of date, time, location, tension value, and who checked the tension for each barrier run.

Use only one-half the available adjustment in each turnbuckle or tension adjustment connection to achieve manufacture's recommend tension values.

Certify that the installation was done according to manufacturer's recommendations and the plan requirements.

The engineer will allow the contractor to open the roadway to traffic or remove traffic control devices if concrete attains manufacture's compressive strength. Without compressive strength information, the engineer may allow the contractor to remove traffic control devices 14 equivalent curing days. Equivalent curing days are defined in standard spec 415.3.

D Measurement

The department will measure Cable Barrier Type 1 by the linear foot acceptably completed, measured as the length from end of terminal to end of terminal and rounded to the nearest linear foot.

The department will measure Cable Barrier End Terminal Type 1 as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
613.1100.S	Cable Barrier Type 1	LF
613.1200.S	Cable Barrier End Terminal Type 1	Each

Payment is full compensation for designing and providing cable barrier end terminal and cable barrier.

613-010 (20161130)

34. Salvaged Rail.

Perform this work according to the pertinent requirements of standard spec 204 and standard spec 614 and as hereinafter provided.

Completely disassemble the existing beam guard and carefully remove all salvageable posts, blocks, guardrail and hardware (brackets, reflectors, nuts, washers, bolts and other appurtenances) in a manner that will preclude any damage (cutting or destructive measures are not allowed). Store the salvaged materials on the right-of-way, outside the limits of construction at a location approved by the engineer. Store salvaged materials as follows:

- Posts -Banded and neatly stacked on pallets.
- Blocks - Banded and neatly stacked on pallets.
- Beams - Banded and neatly stacked on pallets.
- Hardware –In 5-gallon pails or burlap sacks.

Upon completion of the removal and storage of salvageable materials, contact Randy Gunderson, St. Croix County Patrol Superintendent at (715) 796-2339. St. Croix County will inspect the materials and will have the right to reject any damaged or otherwise unacceptable materials.

Remove all other materials from the right-of-way and properly dispose of them, including items rejected by St. Croix County.

This work also includes entirely removing the posts and backfilling their hole as necessary.

35. Removing Signs Type II, Item 638.2602.

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

Type II signs are the department's property. All department signs removed, and not identified for reuse, shall be separated, plywood from aluminum signs, and the aluminum signs shall be palletized for shipment and handling with a forklift. Contact DTSD Sign Shop Coordinator Steve Allard at (715) 855-7671 at least 3 business days prior to delivery to coordinate shipment to be delivered to the DTSD Sign Shop Distribution Center at one of the following locations:

- Dunn County Highway Shop, 3303 USH 12 East, Menomonie, WI 54751
- La Crosse County Highway Shop, 301 Carlson Rd, West Salem, WI 54669
- Price County Highway Shop, 704 N. Lake Ave, Phillips, WI 54555
- Washburn County Highway Shop, 1600 CTH H, Spooner, WI 54801
- Wood County Highway Shop, 555 17th Ave North, Wisconsin Rapids, WI 54495

36. Blue Specific Service Signs.

Add the following to standard spec 638.3.4:

Do not remove or move blue specific service signs or their associated posts. Specific service signs are signs with logos that identify commercial entities providing gas, food, lodging, camping, or attractions. A separate contractor, Interstate Logos - Wisconsin, is responsible for these signs. Contact Interstate Logos - Wisconsin at (844) 496-9163 a minimum of 14 calendar days in advance to coordinate removing, moving, or re-installation of these signs.

The contractor is responsible for damage done to these signs due to contractor operations.
638-010 (20150630)

37. 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)

38. Traffic Control Surveillance and Maintenance 1020-06-75, 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 1020-06-75	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)

39. Pavement Marking Late Season, Item 646.0900.S.**A Description**

This special provision describes providing and maintaining late season pavement marking as specified in standard spec 646.3.1.4.

B Materials

Use any pavement marking material from the department's approved products list.

C Construction

Provide and maintain late season marking conforming to standard spec 646.3.1.

D Measurement

The department will measure Pavement Marking Late Season by the linear foot of 4-inch wide line acceptably completed. The department will not measure work required because of delays that are not the department's responsibility under standard spec 108.10.3.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
646.0900.S	Pavement Marking Late Season	LF

Payment for Pavement Marking Late Season is full compensation for providing, maintaining, and removing late season temporary marking; and for resealing areas of protective surface treatment on structures as required in standard spec 646.3.1.1. All costs for late season marking required because of delays that are not the department's responsibility under standard spec 108.10.3 are incidental to the contract.

646-010 (20110615)

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

A Description

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

B Materials

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

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

C Construction

C.1 General

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

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

C.2 Groove Depth

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

C.3 Groove Width – Longitudinal Markings

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

C.4 Groove Position

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

C.5 Groove Cleaning

C.5.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with high-pressure water after

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

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

C.5.2 New Asphalt

Groove pavement five or more days after paving.

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

C.5.3 Existing Asphalt

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

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

C.6 Tape Application

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

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

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
646.0841.S	Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch	LF
646.0843.S	Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.
646-022 (20120615)

41. Pavement Marking Grooved Wet Reflective Epoxy 4-Inch, Item 646.2304.S.

A Description

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

B Materials

Furnish a 20 mils application of an epoxy binder pavement marking, from the Wisconsin's Approved Products List, in a grooved slot. Provide a double drop system of 5.3 pounds per gallon of wet reflective elements from Wisconsin's Approved Products List and Utah Performance beads mixture at a drop rate of 12-22 pounds per gallon.

Replace standard spec 646.2.3 (1) with the following:

Furnish Utah Performance beads with the following gradation:

Utah Bead Gradation

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

Beads **shall** achieve a minimum of 275 mcd (dry reading), initial for white and 180 mcd (dry reading) for yellow.

C Construction

C.1 General

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

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

C.2 Groove Depth

Cut the groove to a depth of 80 mils \pm 10 mils from the pavement surface. The department may periodically check groove depths.

C.4 Groove Width – Longitudinal Markings

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

C.5 Groove Position

Position the groove edge according to Standard Detail Drawing Pavement Marking (Mainline). If necessary, groove a minimum of 4 inches from both ends of the pavement marking segment. Achieve straight alignment with the grooving equipment.

C.6 Groove Cleaning

C.6.1 Concrete

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the marking. Use a high-pressure air blower with at least 185 ft³/min air flow and 120 psi air pressure to clean the groove.

C. 6.2 Asphalt

Groove pavement five or more days after paving.

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

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

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

D Measurement

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

E Payment

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

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

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

646-024 (20170227)

42. Lighting Maintenance.

All existing lighting units not removed due to construction activities shall remain operational at all times. The existing median lighting from Station 316+50'EB' to Station 330+65'EB' shall be removed due to construction activities and permanent lighting installed along the outside shoulders of IH 94. Temporary lighting shall be provided under this contract if the contractor is unable to maintain permanent lighting along the freeway. The temporary lighting shall be incidental to other lighting items under this contract.

43. Sawing Concrete Barrier, Item SPV.0060.001.

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.0060.001	Sawing Concrete Barrier	Each

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

44. Adjusting Water Valve Boxes, Item SPV.0060.310.**A Description**

This special provision describes locating, exposing, and protecting existing water valve boxes after the pavement is removed, furnishing and installing water valve box extensions if necessary; and adjusting the water valve boxes to the finished elevation required.

B (Vacant)**C Construction**

Furnish and install water valve box extensions to the existing water valve boxes if necessary. Protect the water valve boxes during construction. Clean out the water valve boxes as necessary to assure the valve wrench will fit completely over the valve bolt. Adjust the valve boxes to the required finished elevation.

D Measurement

The department will measure Adjusting Water Valve Boxes 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.0060.310	Adjusting Water Valve Boxes	Each

Payment is full compensation for locating, exposing, and protecting water valve boxes; furnishing and installing water valve box extensions if necessary; exclusive of water valve boxes; cleaning out the water valve boxes, adjusting water valve boxes to the finished elevation. The contractor shall replace water valve boxes, which are damaged by the contractor's operations, in kind, at the contractor's expense.

45. Removing Lighting Unit, Item SPV.0060.350.

A Description

This special provision describes the removal of an existing lighting unit to accommodate adjacent construction.

B (Vacant)

C Construction

Under the bid item Remove Lighting Unit, remove the complete lighting unit (pole, transformer base, luminaire, luminaire arm, and internal wiring and fusing) from its concrete.

Disconnect from existing branch circuits prior to lighting unit removal.

Removed lighting unit shall become the property of the contractor.

D Measurement

The department will measure Removing Lighting Unit as each individual lighting 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.0060.350	Removing Lighting Unit	Each

Payment is full compensation for removing materials, including pole, arm, luminaire, lamp, internal pole wiring and fusing, and all pole accessories, hardware and fittings.

46. Removing Luminaire, Item SPV.0060.351.

A Description

This special provision describes removing luminaires from the existing poles. The removal, protection and reinstallation of existing conductors are also included in this special provision.

B (Vacant)

C Construction

Under the bid item Remove Luminaire, remove the existing luminaire. The removed luminaire shall become the property of the contractor.

Splicing materials and circuit connections shall be as per Standard Detail Drawing 9E2 (Freeway Lighting Unit Pole Wiring) and the department's Qualified Electrical Products List. If damaged during removal, provide internal pole conductors as WisDOT requirements.

All threaded stainless steel hardware and dissimilar metal, threaded hardware shall be coated with an approved zinc-based anti-seize compound (Loctite, Jet-Lube or approved equal) by the contractor.

D Measurement

The department will measure Remove Luminaire as each individual luminaire, 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.0060.351	Removing Luminaire	EACH

Payment is full compensation for removing materials, including luminaire, internal pole wiring and fusing, and all accessories, hardware and fittings necessary to remove the luminaire and any incidentals necessary to complete the contract work.

47. Concrete Base Type Special, Item SPV.0060.352.

A Description

This special provision describes furnishing and installing Concrete Base Type Special as shown on the plans and as hereinafter provided.

B Materials

The Concrete Base Type Special shall be constructed with materials and methods as specified in the details in the plan.

C Construction

Modify Concrete Base Type Special with increased height to be cast into the median barrier.

Modify bar steel reinforcement as necessary to accommodate new anchor bolt placement. Anchor bolt exposure shall accommodate the specified pole base requirements.

Pour the concrete base low to accommodate the 4 inch concrete cap for the median barrier.

Set anchor bolts at a height so that the anchor bolts have the correct amount of exposure above the 4-inch concrete median cap.

D Measurement

The department will measure Concrete Base Type Special as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.352	Concrete Base Type Special	EACH

Payment is full compensation for furnishing and installing all materials, including anchor bolts, conduit, hardware and fittings.

48. Sawing Concrete Precast Panel Installation, Item SPV.0090.001.**A Description**

This special provision describes sawing transverse and longitudinal joints in existing concrete pavement in conjunction with Concrete Pavement Repair / Replacement Precast.

B (Vacant)**C Construction**

Send all operators to a precast concrete panel pre-installation meeting for certification to perform this work.

Use diamond blades with a 3/8" thickness for sawing concrete full-depth at the limits of the repair. Take special care to ensure cuts are plumb and follow the marked patch limits or existing longitudinal joints to facilitate a precise fit of the precast panel.

Do not extend saw cuts beyond the limits of Concrete Pavement Repair or Replacement. Epoxy seal accidental overcuts according to standard spec 416.2.3.2. Saw full-depth unless the engineer directs or allows otherwise.

Remove sawing sludge after completing each saw cut. Minimize sludge on live traffic lanes. Remove sludge from all traffic control devices each morning. Dispose of sludge at an acceptable material disposal site or on engineer-approved areas of the roadway or roadside. Clean any residual sludge from the roadway prior to opening closed lanes.

D Measurement

The department will measure Sawing Concrete Precast Panel Installation by the linear foot, acceptably completed. The department will not measure overcuts, sawing that deviates from the marked patch limits, sawing that deviates from existing longitudinal joints or sawing performed by unapproved operators.

The department will measure the applicable total quantity of the following:

For repairs with a concrete lane on one side and an asphalt shoulder on the other side, one full-depth longitudinal cut along the concrete to concrete joint line and one relief cut 6 inches in from the asphalt shoulder.

For repairs with a concrete lane or shoulder on both sides, two full-depth longitudinal cuts, one at each joint line.

Two full-depth transverse cuts, one at each limit of the repair area.

Additional transverse cuts as necessary to reduce the removal slabs to a transportable size. The department will not measure cuts made to reduce removal slabs to a width less than 7 feet.

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	Sawing Concrete Precast Panel Installation	LF

Payment is full compensation for attending precast concrete panel pre-installation meeting; performing all sawcutting, sludge removal and cleaning the roadway.

49. Concrete Barrier Temporary Precast Left In Place, Item SPV.0090.003.

A Description

This special provision describes leaving in place temporary precast reinforced concrete barrier conforming to the shape, dimensions, and details the plans show and according to the pertinent provisions of standard spec 603, these special provisions, and as hereinafter provided.

Concrete Barrier Temporary Precast Contractor Left In Place becomes property of the department after final acceptance by the engineer. Anchor pins, when used, become property of the department.

Concrete barrier shall be new at initial delivery. Ownership identification shall include the department (DOT).

B (Vacant)

C (Vacant)

D Measurement

The department will measure Concrete Barrier Temporary Precast Left In Place by the linear foot acceptably completed, measured along the base of the barrier after final installation in its left-in-place location.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.003	Concrete Barrier Temporary Precast Left In Place	LF

Payment is full compensation for leaving Concrete Barrier Temporary Precast on the project site.

Furnishing concrete barrier temporary, initial delivery, installation, reinstallation, trucking between worksites, transitions between temporary and permanent barriers, and anchoring will be paid for separately under the bid items provided for in the contract.

50. Fill and Restore Existing Concrete Rumble Strips, Item SPV.0090.004.

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 and Restore Existing Concrete Rumble Strip by the linear foot, acceptably completed, measured as the length along the side of the traveled way, from the beginning of a rumble strip groove filled in a segment to the end of the 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.0090.004	Fill and Restore Existing Concrete Rumble Strips	LF

Payment for Fill and Restore Existing Concrete Rumble Strips is full compensation for providing all materials; fill and restoring existing concrete rumble strips.

51. Traffic Control Gawk Screen Furnished, Item SPV.0090.200; 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 contractor'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.

52. Traffic Control Glare Screen Furnished, Item SPV.0090.202; Traffic Control Glare Screen Installed, Item SPV.0090.203.

A Description

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

B Materials

Furnish polymeric or fiberglass; green or black; lightweight; traffic control glare screen from one of the following suppliers or an approved equal:

- Carsonite Composites – Modular Guidance System
- Safe-Hit, A Division of Energy Absorption Systems, Inc. – Safe-Hit Glarescreen
- Flexstake Inc. – GS Series Glare Screen
- Plasticade® – Modular Glare Screen

Each screen section shall include blade paddles 24 inches in height, mounted at minimum 2-foot intervals on a continuous rail bolted to the top of the concrete barrier. The minimum 2-foot interval shall be maintained between sections of concrete barrier. Each paddle shall be capable of being removed individually by hand.

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

C Construction

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

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 have any 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 Glare Screen Furnished by the linear foot, acceptably delivered to the project site.

The department will measure Traffic Control Glare 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 contractor'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.0090.202	Traffic Control Glare Screen Furnished	LF
SPV.0090.203	Traffic Control Glare Screen Installed	LF

Payment for Traffic Control Glare 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 Glare 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.

53. Survey Project 1020-06-75, Item SPV.0105.001.

A Description

This special provision describes modifying standard specs 105.6 and 650 to define the requirements for construction staking for this contract. Conform to standard specs 105.6 and 650 except as modified in this special provision.

Replace standard spec 105.6.1(2) with the following:

The department will not perform any construction staking for this contract. Obtain engineer's approval before performing all survey required to lay out and construct the work under this contract.

Replace standard spec 650.1 with the following:

This section describes the contractor-performed construction staking required under individual contract bid items to establish the horizontal and vertical position for all aspects of construction including:

1. Storm Sewer
2. Subgrade
3. Base
4. Curb
5. Gutter
6. Curb And Gutter
7. Pipe Culverts
8. Drainage Structures
9. Structure Layout
10. Bridges
11. Noise Barriers
12. All Retaining Wall Layout

13. Pavement
14. Pavement Markings (Temporary And Permanent)
15. Barriers (Temporary And Permanent)
16. Overhead Signs
17. Freeway And Local Street Lighting
18. Electrical Installations
19. Supplemental Control
20. Slope Stakes
21. Conduit
22. Landscaping Elements
23. Traffic Control Items
24. Fencing

B (Vacant)

C Construction

Supplement standard spec 650.3.1 (5) with the following:

The department is only providing cross sectional information. Design surface models are not available for this project. The contractor is required to create their own models. The contractor is required to check existing elevations and adjust staking to fit field conditions.

Confirm with engineer before using global positioning methods to establish the following:

1. Structure layout horizontal or vertical locations.
2. Concrete pavement vertical locations.
3. Curb, gutter, and curb & gutter vertical locations.
4. Concrete barrier vertical locations.
5. Storm Sewer layout horizontal or vertical locations, including structure centers, offsets, access openings, rim and invert elevations.

Replace standard spec 650.3.1 (6) with the following:

Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. This includes:

1. Raw data files.
2. Digital stakeout reports.
3. Control check reports.
4. Supplemental control files (along with method used to establish coordinates and elevation).
5. Calibration report.

Make the survey notes and computations available to the engineer within 24 hours as the work progresses unless a longer period is approved by the engineer.

Replace standard spec 650.3.3.1 with the following:

Under the Survey Project bid item, global positioning system (GPS) machine guidance for conventional subgrade staking on all or part of the work may be substituted. The engineer may require reverting to conventional subgrade staking methods for all or part of the work at any point during construction if, in the engineer's opinion, the GPS machine guidance is producing unacceptable results.

Replace standard spec 650.3.3.3.4.1 with the following:

The department will provide the contractor staking packet as described in the Construction and Materials Manual (CMM) 7.10 not including design surface models. At any time after the contract is awarded, the available survey and design information may be requested. The department will provide that information within 5 business days of receiving the contractor's request. The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

Supplement standard spec 650.3.3.3.6.2 with the following:

Record all subgrade elevation checks and submit a hard copy to the engineer within 24 hours or as requested by the engineer.

D Measurement

Replace standard spec 650.4 with the following:

The department will measure Survey Project 1020-06-75 as a separate single lump sum unit of work, acceptably completed.

E Payment

Replace standard spec 650.5 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.0105.001	Survey Project 1020-06-75	LS

Payment is full compensation for performing all survey work required to lay out and construct all work under this contract. The department will not make final payment for this item until the contractor submits all survey notes and computations used to establish the required lines and grades to the engineer within 24 hours of completing this work. Re-staking due to construction disturbance and knock-outs will be performed at no additional cost to the department.

54. Concrete Pavement Joint Layout, Item SPV.0105.002.

A Description

This special provision describes designing the joint layout and staking the location of all joints on the project, including mainline, ramps and intersections (traditional and roundabouts) to accommodate the concrete paving operation.

B (Vacant)

C Construction

Design the joint layout and stake the location of all joints on the project, including mainline, ramps and intersections (traditional and roundabouts), to accommodate the concrete paving operation. Plan and set all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete pavement according to the plans, the American Concrete Pavement Association Intersection Joint Layout Guidelines, and as directed by the engineer. Establish the joint layout in a manner to best-fit field conditions, construction staging, the plan, and as directed by the engineer.

D Measurement

The department will measure Concrete Pavement Joint Layout, completed according to the contract and accepted, as a single complete lump sum 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
SPV.0105.002	Concrete Pavement Joint Layout	LS

Payment is full compensation for designing the joint layout on the mainline, ramps and all traditional and roundabout intersections; for completing all surveying work necessary to locate all transverse and longitudinal joints; and for making adjustments to match field conditions and construction staging.

55. Temporary Surface Drainage, Item SPV.0105.003.

A Description

This special provision describes furnishing and installing temporary surface drainage diversion at locations as shown in the plans, and as hereinafter provided.

B (Vacant)

C Construction

Utilize sandbags as shown in the plans and as directed by the engineer to divert surface water away from the crossovers. Relocate sandbags to accommodate traffic operations and traffic control staging.

D Measurement

The department will measure Temporary Surface Drainage, completed in accordance 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
SPV.0105.003	Temporary Surface Drainage	LS

Payment is full compensation for designing the joint layout on the mainline, ramps and all traditional and roundabout intersections; for completing all surveying work necessary to locate all transverse and longitudinal joints; and for making adjustments to match field conditions and construction staging.

56. Project Concrete Crack Mitigation and Repair Special, Item SPV.0105.004.**A Description**

This special provision describes work according to standard spec 415, and as hereinafter provided.

B (Vacant)**C Construction**

Provide the engineer with HIPERPAV analysis 3 days prior to the placement of concrete pavements. If 7 calendar days elapse between staging paving operations, an additional analysis of HIPERPAV may be requested by the engineer.

If cracks occur, selection of repair type shall be as specified in Procedure 4.24 of the Construction and Materials Manual (CMM).

D Measurement

The department will measure the item Project Concrete Crack Mitigation and Repair Special by the lump sum, acceptably completed.

E Payment

Delete entire standard spec 415.5.3 and replace with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.004	Project Concrete Crack Mitigation and Repair Special	LS

Payment is full compensation for performing mix design HIPERPAV analysis, mix design adjustments and connections as per Project Concrete Crack Mitigation and Repair Special, all PCC pavement repairs, mobilization, all necessary traffic control devices.

Fifty percent payment of this item will be paid to the contractor after the completion of the first HIPERPAV analysis. The remaining fifty percent will be paid for upon final project acceptance.

57. 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-rsrcs/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 standard spec 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.

C.3.3 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://www.atwoodsystems.com/materials>. 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. 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 accepted measured 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. Pipe underdrain will be paid for separately.

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

58. Concrete Pavement Repair Precast 12-Inch, Item SPV.0180.001.

A Description

Furnish and install precast reinforced concrete pavement panels for pavement repairs as shown on the plans, as directed by the engineer and as set forth in these special provisions.

A.1 Definitions

System Designer The developer, proprietor and/or proprietor-authorized representative of the system being utilized by the contractor.

System A set of material, fabrication and installation details that work together to ensure the precast slabs are fully bedded, that adequate load transfer is provided across joints, that slabs are positioned at the proper grade and that slab surfaces conform to the overall pavement surface - all as required in this specification.

A.2 System Requirements

Provide a system that has a history of successful performance on at least three high volume public roadway projects in the last three years. The system shall have been demonstrated to achieve a load transfer efficiency, as demonstrated by falling weight deflectometer testing, of 70% or greater and a life expectancy of at least 35 years as demonstrated by a Heavy Vehicle Simulator (HVS) or similar test.

For contoured pavement surfaces, demonstrate the system can be used to fabricate and install non-planar slabs as required to match any surface of the pavement around them on the contract. Profile grinding of pavement of more than 3/8" to create the required contoured surface is not allowed.

If the proposed system does not meet these criteria, perform a pre-approval demonstration for the department. Fabricate and install a minimum of five slabs according to a complete set of fabrication and installation details that, once approved, will become the authorized fabrication and installation details for the entire project. Allow two weeks for department review after completion of the trial installation and submittal of the details. Contract time extension due to trial installation or multiple iterations will not be granted.

B Materials

B.1 Precast Concrete Pavement Panels

The contractor is responsible for all aspects of the precast concrete pavement panel system including design, fabrication, and construction as defined in the plans and these special provisions.

Prior to fabrication and installation of any precast pavement panels on the project, develop complete fabrication and installation instructions specific to the proposed system for the department's review.

Fabricate the precast pavement panels in compliance with the department's plant certification program for fabrication of precast concrete members and the approved precast pavement system designer's fabrication instructions. Submit the plant certification information to the department for pre-approval as part of the precast pavement system design.

Furnish concrete and fabricate precast concrete panels according to standard spec 503 and to conform to length, width, and thickness as specified in the plans or to the dimensions as determined in the field with engineer. The top surface texturing of the precast panel shall match the existing texture of abutting pavement. Do not disturb or remove the precast panels from the fabrication forms until a minimum compressive strength of 3000 psi is achieved. Furnish a precast concrete panel design which provides for a 28-day strength of 5,000 psi or higher. The department retains the option to test concrete to ensure it meets requirements according to the standard specs at the precaster. Follow standard spec 701, 710, and 715 for QMP testing requirements. Any material found to be nonconforming shall be addressed with the process outlined in chapter 8 section 10 of the Construction and Materials Manual.

Furnish panel reinforcement conforming to standard spec 505 and the plans. Provide a mat of reinforcement with a size and spacing of steel (in both directions) that results in a minimum ratio of steel area to concrete area of at least 0.0018 and a maximum center-to-center bar spacing in both directions of 18-inches. Use size No. 4 or larger epoxy coated steel bars.

Furnish epoxy coated solid steel dowel bars between 14-inches and 18-inches in length that conform to standard spec 505.2.6 between new precast panels.

B.2 Shop Drawings

Furnish shop drawings to the engineer for review prior to panel fabrication. Prior to shop drawing preparation, determine widths of the new panels by field measuring the distance between existing longitudinal joints where they are to be placed. Determine whether or not the surface of single plane (flat) panels will suitably match the surrounding pavement surfaces. If the surface of the surrounding pavement is non-planar such that flat panels will not suitably match, perform a survey of the existing pavement to determine the elevations of each corner of the new non-planar warped panel. Include the following information in the submittal:

- Panel layout drawing if the patch includes more than one panel that shows the location of each panel.
- Reinforcement size and position.
- Detailed piece drawings showing the location and size of dowels, lifting inserts, dowel bar slots, length and width of each panel and non-planar geometry information (if appropriate).
- Production note sheet showing source of materials, testing method, weight and area of each panel, tolerances and all details related to yard storage, shipping and handling.
- Texture of the top surface of the panels.

B.3 Installation Plan

Provide a precast concrete pavement panel installation plan that addresses the following items:

A detailed schedule breakdown of each task required to place the panels and complete the precast concrete pavement repairs which adhere to the traffic requirements and working restrictions as defined within these special provisions.

Contractor personnel and equipment that will be used to perform the work. The installation plan shall demonstrate the contractor's ability to safely and efficiently lift, handle, transport, and install the precast pavement panels.

Temporary termination plan for continuous lengths of concrete pavement replacement that exceed the available nightly production levels. Also provide how the first panel of the following night's work will be doweled to the last panel placed the previous night. Dowel bar retrofitting is prohibited.

Contingency plan to address lane openings which may be required in the event of an emergency situation such as equipment failure preventing the placement of precast panels during the allowable lane closure hours.

Potential repair procedures for contractor-caused damaged to existing pavements to remain in place adjacent to the precast concrete pavement panels.

Panel installation will not occur until the precast concrete pavement panel installation plan is accepted by the department.

B.4 Leveling Base

Furnish a fine grade crushed limestone or other base material free of unsuitable materials conforming to the following table for leveling of the pavement repair areas over dense-graded aggregate sub-bases.

Sieve Size Designation	Percent Passing by Weight
½ inch	100
No. 4	80 – 100
No. 10	55 – 75
No. 40	10 – 40
No. 200	0 – 20

For precast pavement placed on open graded base aggregate, concrete sub-base or asphalt sub-base, use cement-treated concrete sand bedding material consisting of one part portland cement and 6 parts of concrete sand meeting the requirements of 501.2.5.3. Mix and place the cement and sand dry. Dampen material as necessary to aid in the compaction process after the material has been placed and graded and to ensure cement in the bedding material hydrates to render it non-erodible.

B.5 Drilled Dowel Bars

Furnish epoxy coated dowel bars between 14-inches and 18-inches in length that conform to standard spec 505.2.6.

B.6 Bedding Grout

Use a premixed rapid set bedding grout with a flow rate of 20-30 seconds in a standard ASTM C939 flow cone and a minimum compressive strength of 1400 psi in 45 minutes at 72°F. Bedding grout must be approved by the precast pavement system designer.

B.7 Dowel Bar Grout

B.7.1 General

Use a pumpable grout approved by the precast pavement system designer. Any alternative grout products must be approved by the precast pavement system designer and the engineer.

B.7.2 Dowel Bar Grout Strength Testing

Test Dowel Bar Grout compressive strength according to ASTM C-109.

- (1) Cast grout cubes during test panel installation. Provide compressive strength results to the engineer to determine approximate cure time required to meet minimum opening strength of 2500 PSI.
- (2) Cast grout cubes to verify opening strength nightly. Grout sample should be obtained from the final panel grouted at the point of placement. Dowel bar grout must meet a compressive strength of 2500 PSI prior to opening to traffic.
- (3) Cast grout cubes to test 28 day strength once per 50 panels grouted. Sample should be obtained randomly at point of placement. 28 day strength must meet 4500 PSI.

C Construction

C.1 Site Verification

Prior to precast concrete panel fabrication, verify site conditions in the areas proposed for the precast concrete pavement repair installations including verifications of lane widths, repair dimensions, and all other factors influencing fabrication and installation of the precast concrete pavement panels.

C.2 Mark Out

Layout transverse sawcuts with geometrically accurate templates.

C.3 Pre-fabrication Meeting

Convene a pre-fabrication meeting with the engineer, inspector, contractor, fabricator, contractor, system designer, and any other personnel requested by the engineer to review and coordinate the fabrication and inspection of the pavement slabs. Review allowable joint widths, surface matching, dowel bar layout, panel dimensions, and bedding details. Provide the department with documentation that the precast concrete panel fabricator and plant is certified by the department for precast products prior to or at this meeting. Schedule the meeting after the department accepts the shop drawings and a minimum of 7 calendar days prior to the planned start of fabrication of the slabs.

C.4 Pre-Installation Meeting

Convene a pre-installation meeting with the engineer, inspector, contractor, fabricator, system designer, and any relevant subcontractors. Attendance is mandatory for the project superintendent, installation foreman, installation crew, sawing subcontractor, quality control manager, panel fabricator, system designer, and other engineer designated personnel. Review and coordinate all aspects of pavement removal, placement and inspection including equipment and personnel requirements. Schedule the meeting after the department accepts the installation plan and a minimum of 7 calendar days prior to installation of the contractor test section.

If requested by the engineer, convene a follow-up meeting after installation of the contractor test section and prior to installation of the remaining panels to review any issues discovered during the test section.

C.5 Contractor Test Section

Fabricate and install up to 25 test panels of varying lengths in an outside travel lane. Complete installation of test panels or a portion thereof within a time period that matches

the most restrictive center lane closure working periods. During the test panel installation, make modifications to the fabrication and installation instructions as directed by the department. If the installation process is rejected, provide an alternative method for precast panel installation and follow the test panel procedure outline in this article until department approval is granted. Do not proceed with sawcutting for or installation of any additional precast pavement repairs until the test panel installations are complete and the installation and performance process has been accepted by the department.

C.6 Precast Concrete Pavement Repairs

C.6.1 Sawing Concrete for Repairs

Do not saw repair areas more than seven days prior to pavement removal and installation of the new precast concrete pavement panel. Repair any pavement designated to remain in place that is damaged between sawing and pavement removal.

Additional sawing required at the time of precast panel installation due to the following is incidental to the contract:

- Previously sawed joints closing.
- Sawed area no longer matches the measured precast panel slab.
- Difficulty removing the existing slab.

C.6.2 Removing Existing Pavement

Complete all pavement removals according to standard spec 416. Rubblization, breaking, or impact methods will not be allowed.

C.6.3 Verification of Existing Base Material and Base Leveling Course

Upon pavement removal, prepare the foundation according to standard spec 211 prior to placing the base leveling course material. Removal and replacement of poor existing base material is incidental to the contract.

Install, compact, and grade base leveling course material to a plane required to position the panels to match the surrounding concrete pavement to an accuracy of plus or minus 1/8-inch. Use grading equipment and methods demonstrated in test panel installation. Do not exceed a total thickness of 1-inch of base leveling course material. Prior to placing the panels check the base surface with a 10-foot straight edge and a depth gage to ensure the required surface accuracy. Correct the variation of the surface of the base leveling course to 1/8-inch or less. Correct all areas of the base surface not conforming to this smoothness requirement prior to precast concrete pavement panel installation.

C.6.4 Precast Concrete Panel Installation

Prior to shipment of the precast panels and prior to placement on site, the contractor and engineer will inspect all precast panels to assure they are free of defects, cracks and damage, slab dimensions meet tolerance requirements, dowel bars or slots meet tolerances, and surface texture and finish matches existing pavement. The contractor is responsible for panel acceptability, but the engineer reserves the right to inspect, reject, or apply partial pay to

panels not meeting this specification. No cracked or damaged installed panels will be allowed to remain in place prior to opening to daily traffic.

Follow handling and transportation of precast panels as instructed by the precast pavement system fabricator. Lift panels at designated points using fabricator approved inserts and procedures.

Do not tie precast panels to existing pavement.

For single panel repairs, center the new panel in the pre-measured sawcut void.

For multiple-panel repairs, mark out the leading edges of all panels to ensure proper placement and fit prior to placement of any panels. The marks shall account for proper joint widths as indicated on the panel layout drawing. Prior to placement of each panel, apply bond breaker to dowels, ends of the previously-placed panels, existing longitudinal joint, or existing pavement as indicated in the approved installation instructions.

Check the surface match between the new panel(s) to ensure it is within plus or minus 1/8-inch of each other vertically on all four sides. If the surface match exceeds this tolerance, remove the panel and regrade and recompact the base leveling course material such that the required surface tolerance is met. Grinding of the precast panels or adjacent existing pavement to achieve tolerances is prohibited.

Place panels such that the width of each transverse joint is 1/2-inch or less and each longitudinal joint is 3/4-inch in width or less.

C.6.5 Dowel Bars and Grouting

Install dowel bars as indicated in the approved fabrication and installation instructions, and according to the standard specs.

If allowed by manufacturer specification and approved by the engineer, and panel is reopened to traffic prior to bedding grout being placed, reset panel to specified tolerances prior to grouting.

Complete placement of dowel bar grout within 48-hours of initial panel placement (72 hours allowed if placed prior to a work stoppage such as a holiday or weekend). If adverse weather prevents grouting operations from being completed within the timeframe specified, complete as soon as weather permits. Place bedding grout after and the same night as dowel bar grout. Delineate and protect panels from construction traffic after grouting and prior to reopening to traffic.

C.6.6 Damage by Contractor

At no cost to the department, repair any damage to the precast concrete pavement due to the contractor's operations. Remove and replace panels that crack prior to grouting.

D Measurement

The department will measure Concrete Pavement Repair Precast by the square yard acceptably completed. Test panel areas will be measured for payment. The department will calculate quantities using the panel width times the panel length, as measured before grouting.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Concrete Pavement Repair Precast 12-Inch	SY

Payment is full compensation for removing and disposing of existing pavement; supply of all materials for and fabrication of precast concrete pavement panels; preparation of existing foundation according to standard spec 211; providing base leveling materials; preparation and shaping of the leveling base; delivery, handling, and placement of the precast concrete pavement panels; furnishing and installing dowel bars (for multi-panel repairs), grouting dowel bars; furnishing and installing bedding grout; and for survey, layout and design of the panel system, shop drawings and required reports, presentations and meetings.

Sawing concrete, according to Sawing Concrete Precast Panel Installation, and Drilled Dowel Bars will be paid separately.

59. Concrete Pavement Repair Overnight, Item SPV.0180.003; Concrete Pavement Replacement Overnight, Item SPV.0180.004.

A Description

This special provision describes construction of concrete pavement repair and replacement overnight according to standard spec 416.

B Materials

Furnish calcium chloride according to standard spec 416.2.1 (3).

B.1 Concrete Mixtures

Furnish SHES concrete conforming to standard spec 416.2.5 except replace standard spec 416.2.5.1(1) with the following:

Furnish air-entrained concrete conforming to standard spec 501 as modified for class II concrete in standard spec 716. Provide QMP for class II ancillary concrete as specified in standard spec 716. Determine materials and proportions of the concrete mixture to obtain a minimum compressive strength in the concrete of 2500 psi prior to reopening to traffic. The contractor may add one or a combination of admixtures to the ingredients or to the mixture in order to obtain the required minimum strength and required air content. Do not retemper the concrete mixture.

Replace standard spec 716.2.1 (2) with the following:

Perform random QC testing at the following frequencies:

1. Test air content a minimum of once per 100 cubic yards for each mix grade and placement method. Cast a minimum of one set of 2 cylinders per contract for each mix grade and placement method. Slump testing is not required.
2. Cast one set of 2 cylinder per 200 cubic yards for each mix grade and placement method. Random 28-day compressive strength cylinders are not required.

C Construction

Repair concrete pavement according to standard spec 416.3.8 and as follows.

Supplement standard spec 416.3.8.2 with the following:

(4) Cure, protect and open as specified in standard spec 415.3.12 through standard spec 415.3.15. Disregard the opening to service requirements in standard spec 415.3.15 (2) to (3). The engineer will allow the contractor to open pavement to construction and public traffic when the concrete attains a verified compressive strength of 2500 psi.

Supplement standard spec 416.3.8.3 with the following:

(2) Disregard the opening to service requirements in standard spec 415.3.15 (2) to (3). The engineer will allow the contractor to open pavement to construction and public traffic when the concrete attains a verified compressive strength of 2500 psi.

D Measurement

The department will measure the Concrete Pavement Repair Overnight and Concrete Pavement Replacement Overnight bid items by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.003	Concrete Pavement Repair Overnight	SY
SPV.0180.004	Concrete Pavement Replacement Overnight	SY

Payment is full compensation for furnishing, hauling, preparing, placing, curing, and protecting materials; for replacing damaged pavement designated to remain in place; for removing and disposing of existing pavements and excavated materials; for repairing asphaltic shoulders; for tooling joints; for preparing the foundation; for backfilling; and for testing concrete cylinders. The department will pay for individual repairs at least one lane wide and greater than 15 feet to less than 300 feet long as Concrete Pavement Replacement Overnight. Payment includes jointing and providing tie bars and dowel bars in unhardened concrete.

The department will pay separately for associated work as follows:

- For tie bars and dowel bars provided in concrete not placed under the contract, exclusive of those necessary to repair contractor-caused damage, under the Drilled Tie Bars and Drilled Dowel Bars bid items.
- For sawing existing concrete for removal, under the Sawing Concrete bid item as specified in standard spec 690.5.

**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 6 (number) TrANS Graduate(s) be utilized on this contract.

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 7 (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 [DBE] PROGRAM IMPLEMENTATION

1. Description

- a. The federal DBE program requirements outlined in the Code of Federal Regulations at 49 CFR Part 26 apply to this Wisconsin Department of Transportation contract. WisDOT is a recipient of federal funds and this contract includes federal funds. United States Department of Transportation Federal DBE Program requires the following provisions:
 - (1) Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE regulations will be considered a material breach of contract. This is non-negotiable. If a contractor fails to carry out the DBE program and Title VI nondiscrimination requirements of its contracts, the following sanctions will be assessed depending upon the facts, reasoning, severity and remedial efforts of the contractor: termination of contract, withholding payment, assessment of monetary sanctions, assessment of liquidated damages and/or suspension/debarment proceedings that may result in the disqualification of the contractor from bidding for a designated period of time.
 - (2) The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the federal fund recipient's [DOT] written consent. Unless [WisDOT] consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- b. The Wisconsin Department of Transportation [WisDOT] is committed to the compliant administration of the DBE Program. Each WisDOT Secretary affirms this commitment with his/her signed assurance.
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf>
 - (1) The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts. 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.
 - (2) Wisconsin DOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned, specified contract DBE goal by subcontracting work to a DBE or by procuring services or materials from 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.
 - (3) For more comprehensive 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

Interpret these terms, used throughout this additional special provision, as follows:

- a. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
- b. **DBE:** A small business certified as disadvantaged business enterprise (DBE) under the federal DBE program and included on the Wisconsin UCP DBE Directory deemed ready, willing and able.
- c. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
- d. **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.
- e. **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.
- f. **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. 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. The bid percentage should demonstrate the efforts of the prime contractor prior to bid. 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. WisDOT Interpretation of Federal DBE Program Provision

Prime contractors must utilize the specific DBEs listed to perform the work and/or supply the materials for which each is listed on the Commitment to Subcontract to DBE Form [DT1506] and approved by WisDOT's DBE office to execute its contract. The approved Commitment to Subcontract to DBE Form [DT1506] becomes a contract document/record.

a. Department's DBE Evaluation Process

WisDOT evaluates DBE using the Commitment to Subcontract to DBE, payments to subcontractors and contract documentation. The prime contractor shall list the specific DBE certified firms and items of work s/he intends to use toward the fulfillment of the assigned DBE contract goal. The prime contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved Form DT1506.

b. Documentation Submittal

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]. Effective January 1, 2017, the contractor will be required to submit the documentation within 5 business days after bid opening. All necessary supporting documentation including Attachment 'A' forms and/or Good Faith Efforts Form

[DT1202] must be submitted no later than 2 business days from contractor's initial submission of the DT 1506. The contractor must provide a signed Attachment 'A' form to the DBE office within the time limit in order to receive authorization for contract execution; the DBE office reserves the right accept alternate documentation in lieu of the signed form in extenuating circumstances. Documentation must be submitted to the DBE Office by email at DBE_Alert@dot.wi.gov (DBE_Alert@dot.wi.gov) or by postal mail ATTN: DBE Office, PO Box 7965, Madison, WI 53707-7965.

(1) **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 calculation. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

(2) **Bidder Does Not Meet DBE Goal**

- i. 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 Efforts 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 efforts submission.
- ii. The department will evaluate the bidder's good faith effort request and notify the bidder of one of the following:
 - (a) If the department grants a good faith efforts, the bid is eligible for contract execution with respect to DBE commitment.
 - (b) If the department rejects the good faith efforts request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith efforts request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

c. **Bidder Fails to Submit Documentation**

If the contractor fails to furnish the Commitment to Subcontract to DBE Form [DT1506] 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.

5. Department's Criteria for Good Faith Effort

Appendix A of 49 CFR Part 26, is the guiding regulation concerning good faith efforts. However, the federal regulations do not explicitly 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 practices to create a process for making a determination of adequate good faith. WisDOT evaluates good faith on a contract basis just as each contract award is evaluated individually.

The department will only approve a contractor's good faith efforts 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 efforts 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.

- a. 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.

b. Prime Contractors should:

- (1) 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.
- (2) Prime contractors may request assistance with DBE outreach and follow-up by contacting the department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Requesting assistance with outreach is not a decisive factor in the review Good faith effort evaluation. Phone numbers are 414-438-4584 and/or 414-659-0487; Fax: 414-438-5392; E-mail: DOTDBESupportServices@dot.wi.gov.
- (3) 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.
 - i. Solicit quotes from certified DBE firms who match 'possible items to subcontract' using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which you are seeking quotes to DOTDBESupportServices@dot.wi.gov.
 - ii. 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, at least two Fridays before the letting, to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - (c) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up solicitation.
 - iii. 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.
 - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit or insurance if requested.
 - v. 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) Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

c. Evaluate DBE quotes Documentation is critical if a prime does not utilize the DBE firm's quote for any reason.

- (1) 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 by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area and/or NAICS code listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
- (2) In striving to meet an assigned DBE 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.

- (3) **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.
- i. Compare bid items common to both quotes, noting the reasonableness in the price comparison.
 - ii. 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.
- d. Immediately after notification of contract award, the prime submits all **'Commitment to Subcontract'** forms to the DBE Office. Prime contractor has 5 days to submit the completed form for the DBE firms it intends to use on the contract for DBE credit. If the goal is not met in full, the prime contractor must provide the following information along with WisDOT form DT1202: Certificate of Good Faith Efforts.
- (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact.
 - (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. A printed copy of SBN solicitation is acceptable.
 - (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.

The prime contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved Commitment to Subcontract to DBE Form [DT1506]. If the prime contractor utilizes another contractor, including the use of its own workforce, to perform the work assigned to a DBE on the approved DT1506, the prime contractor will not be entitled to payment for that work. Any changes to DBE after the approval of the DT1506 must be reviewed and approved by the DBE office prior to the change.

6. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE, a prime contractor and the regular dealer of materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE in cases where the prime has submitted the DBE and material for DBE credit. The DBE subcontractor gains the opportunity to establish a direct contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

- a. The Prime must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
 - (1) Request should be made when the DBE Commitment form or Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
 - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
 - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
 - (4) The joint check for supplies must be strictly for the cost of supplies.
- b. DBE subcontractor is responsible to furnish and/or install the material/work item. The DBE subcontractor shall not be an 'extra participant' in the transaction; the DBE's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following.
 - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price and delivery of materials;
 - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the Application to Use Joint Checks after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor,
 - (1) The prime agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractors negotiated unit price.

7. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith effort submission. 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 denial notice of a good faith effort evaluation constitutes a forfeiture of the bidder's right of appeal. A contract cannot be executed without documentation that the DBE provisions have been fulfilled.
- 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 5 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.

8. Department's Criteria for DBE Participation

Directory of DBE firms

- a. The only resource for DBE certified firms certified in the state of Wisconsin is the Wisconsin Unified Certification Program [UCP] DBE List. Wisconsin Department of Transportation maintains a current list of certified DBE firms titled Wisconsin UCP DBE Directory on the website at:
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.

9. 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 whether the work that is committed and/or contracted to a DBE certified firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- g. It is the prime contractor's responsibility to assess the DBE firm's ability to perform the work for which s/he is committing/contracting the DBE to do. Note that the department encourages the prime contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.

10. Commercially Useful Function

- a. Commercially useful function is evaluated after the contract has been executed, while the DBE certified firm is performing its work items. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- b. The department uses Form DT1011: DBE Commercially Useful Function Review and Certification to evaluate whether the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- c. A DBE is performing a commercially useful function if the following conditions are met:
 - (1) 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.
 - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

11. Credit Evaluation for Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf>

12. Credit Evaluation for Manufacturers, Suppliers, Brokers

The department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The department will count the material and supplies that a DBE provides under the contract for DBE credit based on whether the DBE is a manufacturer, supplier or broker. Generally, DBE crediting measures and evaluates the DBE owner's role, responsibility and contribution to the transaction: maximum DBE credit when the DBE manufactures materials or supplies; DBE credit decreases when the DBE solely supplies material and minimal credit is allotted when the DBE's role is administrative or transactional.

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.

a. Manufacturers

- (1) A manufacturer is 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 and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, count **100%** percent of the cost of the materials or supplies toward DBE goals.

b. Regular Dealers of Material and/or Supplies

- (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
 - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.

c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit; however, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives or other persons who arrange or expedite transactions.
- (2) Brokerage fees have historically been calculated as **10%** of the purchase amount.
- (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.
- (4) The evaluation will review the contract need for the item/service, review the sub-contract or invoice for the item/service, compare the fees customarily allowed for similar services to determine whether they are reasonable.

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and documentation of the calculations used as the basis for the purchase agreement, subcontract or invoice.

WisDOT recognizes that the amount on the Attachment 'A' form may be more or less than the amount on the invoice. Please respond to the following questions and submit with your DBE Commitment Form.

1. What is the product or material?
2. Is this item in the prime's inventory or was the item purchased when contract was awarded?
3. Which contract line items were referenced to develop this quote?
4. What is the amount of material or product used on the project?

13. Credit Evaluation for DBE Primes

Wisconsin DOT calculates DBE credit based on the amount and type of work performed by DBE certified firms. If the prime contractor is a DBE certified firm, the department will only count the work that DBE prime contractor performs with its own forces for DBE credit. We will also calculate DBE credit for the work performed by any other DBE certified subcontractor, DBE certified supplier, DBE certified manufacturer on that contract in that DBE's approved work areas/NAICS code. Crediting for manufacturers and suppliers is calculated consistent with paragraph 12 of this document and 49 CFR Part 26.

14. 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 for DBE credit.

15. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will count for credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit will be evaluated and confirmed by the DBE Office for any contracts on which the mentor protégé team identifies itself to the DBE Office as a current participant of the Mentor Protégé Program.
- c. Refer to WisDOT's Mentor Protégé guidelines for guidance on the number of contracts and amount of DBE credit that can be counted on any WisDOT project.

16. DBE Replacement or Termination

Contractual Requirement

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department's DBE Office. If the Department does not provide consent to replace or terminate a DBE firm, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Contractor Considerations

- a. A prime contractor cannot terminate and/or replace a DBE subcontractor listed on the approved Commitment to Subcontract to DBE Form [DT1506] without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

- b. If a prime contractor feels it is necessary to replace or terminate a DBE firm that has been approved for DBE credit toward its contract, s/he will be required to provide reasons and documentation to support why the prime cannot fulfill the contractual commitment that it made to the Department regarding the DBE utilization.
- c. Prime contractor is required to make affirmative efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the assigned DBE contract goal.
- d. In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason or is terminated from a contract, the prime contractor is expected to make affirmative efforts to maintain its commitment to the assigned DBE goal.
- e. The DBE firm should communicate with the prime contractor regarding its schedule and capacity in the context of the contract. If the DBE anticipates that it cannot fulfill its subcontract, s/he shall advise the prime contractor and suggest a DBE that may replace their services or provide written consent to be released from its subcontract.
 - (1) Before the prime contractor can request to terminate or substitute a DBE firm; s/he must:
 - i. Make every effort to fulfill the DBE commitment by working with the listed DBE to ensure that they are fully knowledgeable of your expectations for successful performance on the contract. Document these efforts in writing.
 - ii. If those efforts fail, provide written notice to the DBE subcontractor of your *intent* to request to terminate and/or replace the firm including the reason(s) you want to pursue this action.
 - iii. Copy the DBE Office on all correspondence related to changing a DBE firm who has been approved for DBE credit on a contract including the preparation and coordination efforts with the DBE on the contract.
 - iv. Clearly state the amount of time the DBE firm has to remedy and/or respond to your notice of intent to replace/terminate their firm from the contract. The DBE shall be allowed five days to respond, in writing. **EXCEPTION:** The prime contractor must provide a verifiable reason for a response period shorter than five days. For example a WisDOT project manager must verify that waiting 5 days for a DBE performing traffic control work to respond would affect the public safety.
 - v. The DBE subcontractor must forward a written response to the prime contractor and copy the DBE Office. The written response must outline why it objects to the proposed termination of its subcontract and list the reasons that WisDOT should not approve the request for their firm to be replaced or removed from the contract.

The Request to Replace or Terminate a DBE

The prime contractor must provide a written request to replace or terminate a DBE firm that has been approved for DBE credit on a WisDOT contract. The written request can be an email or printed document delivered by email or fax; at minimum, the request must contain the following:

1. Contract ID number.
2. Wisconsin DOT Contract Project Manager name and contact information.
3. DBE name and work type and/or NAICS code.
4. Contract's progress schedule.
5. Reason(s) for requesting that the DBE be replaced or terminated.
6. Attach/include all communication with the DBE to deploy/address/resolve work completion,

WisDOT will review your request and any supporting documentation that you submit to evaluate whether the circumstance and the reasons constitute a good cause for replacing or terminating the DBE that was approved for DBE credit on that contract.

Examples of Good Causes to Replace a DBE according to the federal DBE program guidelines {49 CFR part 26.53}

- The listed DBE subcontractor fails or refuses to execute a written contract.
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- You have determined that the listed DBE subcontractor is not a responsible contractor.
- The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

Evaluation and Response to the Request

If WisDOT determines that your reasons comply with the good cause standards; the DBE office will send the prime contractor and the WisDOT project manager an email stating that we concur with the reasons and approve the replacement or termination.

If WisDOT determines that your reasons do not comply with the good cause standards of the federal DBE program, the DBE Office will send the prime contractor an email that includes *the requirement* to utilize the committed DBE, *remedial actions* to support the completion of the contractual commitment, a list of available WisDOT support services *and administrative remedies that may be invoked* for failure to comply with federal DBE guidelines for DBE replacement.

The Wisconsin Department of transportation contact for all actions related to replacing a DBE is the DBE Program Chief and/or the DBE Program Engineer which can be reached at DBE_Alert@dot.wi.gov or by calling 608-267-3849.

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

If the Prime/subcontractor increases the scope of work for a participating DBE or adds a DBE subcontractor that was not on the approved Form DT1506 at any time after contract award, s/he should follow these steps so that the participation can be accurately credited toward the DBE goal.

- a. Send an email to the DBE Engineer at DBE_Alert@dot.wi.gov describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.
If the scope change added work for a participating DBE; list the date and reason for the scope change.
- b. Forward a complete, signed Attachment 'A' form to the DBE Office at DBE_Alert@dot.wi.gov. A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.
The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

18. 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.

19. 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 alternatives 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 someone contact me at this number

Prime Contractor's Contact Person

DBE Contractor Contact Person

 Phone: _____
 Fax: _____
 Email: _____

 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 alternatives 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 a 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 PROVISIONS 5**Fuel Cost Adjustment****A Description**

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

B Categories of Work Items

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.1100	Backfill Granular Grade 1	CY	0.23
209.1500	Backfill Granular Grade 1	Ton	0.115
209.2100	Backfill Granular Grade 2	CY	0.23
209.2500	Backfill Granular Grade 2	Ton	0.115
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09

C Fuel Index

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$1.50 per gallon.

D Computing the Fuel Cost Adjustment

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

$$FA = \left(\frac{CFI}{BFI} - 1 \right) \times Q \times BFI$$

(plus is payment to contractor; minus is credit to the department)

Where	FA	=	Fuel Cost Adjustment (plus or minus)
	CFI	=	Current Fuel Index
	BFI	=	Base Fuel Index
	Q	=	Monthly total gallons of fuel

E Payment

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

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

Make the following revisions to the standard specifications:

109.1.1.2 Bid Items Designated as Pay Plan Quantity

Replace the entire text with the following effective with the June 2017 letting:

109.1.1.2.1 General

- (1) If the schedule of items designates a bid item with a ****P**** in the item description, the department will use the plan quantity, the approximate quantity the schedule of items shows, for payment unless one or both of the following occurs:
- Scope changes regardless of the magnitude of the revised work.
 - Errors and omissions that affect the plan quantity.

109.1.1.2.2 Scope Changes

- (1) For engineer-directed quantity increases, the engineer will issue a contract change order for extra work, establish the cost of the added work as specified in 109.4, and measure the revised work. For engineer-directed quantity decreases, the engineer will issue a contract change order to adjust the plan quantity under the designated bid item.

109.1.1.2.3 Errors and Omissions

- (1) The engineer may issue a change order under 105.4(5) to adjust the plan quantity for an error or omission and may revise the contract unit price as specified in 109.4.
-

305.2.1 General

Replace paragraph two with the following effective with the June 2017 letting:

- (2) Where the contract specifies or allows 1 1/4-inch base, do not place reclaimed asphalt, reprocessed material, or blended materials below virgin aggregate materials unless the contract specifies or the engineer allows in writing.
-

310.2 Materials

Replace paragraph three with the following effective with the June 2017 letting:

- (3) Do not place reclaimed asphalt, reprocessed material, or blended materials below open-graded base unless the contract specifies or the engineer allows in writing.
-

320.3.1.1 Consolidating, Finishing, and Curing

Replace paragraph two with the following effective with the June 2017 letting:

- (2) Cure concrete base as specified for concrete pavement in 415.3.12. Use wax-based curing compound conforming to 501.2.9.
-

390.3.2 Concrete Patching

Replace paragraph two with the following effective with the June 2017 letting:

- (2) Cure exposed patches as specified for concrete pavement in 415.3.12. Use wax-based curing compound conforming to 501.2.9. Protect as specified for concrete pavement in 415.3.14. Open to traffic as specified for concrete base in 320.3.

390.3.4 Special High Early Strength Concrete Patching

Replace the entire text with the following effective with the June 2017 letting:

- (1) Construct as specified for special high early strength repairs under 416.3.8 except as follows:
 - The contractor may delay removal for up to 14 calendar days after cutting the existing pavement.
 - Open to traffic as specified for concrete base in 320.3.
 - (2) Cure exposed patches as specified for concrete pavement in 415.3.12. Use wax-based curing compound conforming to 501.2.9. Do not apply excess curing compound that could cause slippery pavement under traffic.
-

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:

104.2.2.5 Change Orders for Eliminated Work

Correct errata by changing "eliminated bid items" to "eliminated work."

104.2.2.5 Change Orders for Eliminated Work

- (1) The department has the right to partially eliminate or completely eliminate work the project engineer finds to be unnecessary for the project. If the project engineer partially eliminates or completely eliminates work, the project engineer will issue a contract change order for a fair and equitable amount as specified in 109.5.
-

105.4 Coordination of the Contract Documents

Correct errata to change "apparent error or omission" to just "error or omission."

- (5) Neither the contractor nor the department may take advantage of an error or omission in the contract. Notify the engineer immediately as specified in 104.3 upon discovering an error or omission. The engineer will offer an interpretation and make the necessary corrections.
-

105.13.4 Content of Claim

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

- (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.
-

108.13 Terminating the Contract for Convenience of the Department

Correct errata by changing "eliminated bid items" to "eliminated work."

- (4) If the department orders termination of the contract for convenience, the department will pay for all completed work as of that date at the contract price. The department will pay for partially completed work at agreed prices or by force account methods specified in 109.4.5 provided, however, that payment does not exceed the contract price for the bid item under which the work was performed. The department will pay for work eliminated by the termination only to the extent provided under 109.5. The department will pay for new work, if any, at agreed prices or paid for by force account methods specified in 109.4.5.

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.

109.4.5.5.1 General

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

- (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)

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

- (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

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

- (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

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

- (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.

109.5 Eliminated Work

Correct errata by changing "eliminated bid items" to "eliminated work."

109.5 Eliminated Work

- (1) If the department partially eliminates or completely eliminates work as specified in 104.2.2.5, the department will pay contractor costs incurred due to that elimination. The department will pay a fair and equitable amount covering all costs incurred as of the date the work was deleted. Immediately submit a certified statement covering all money expended for the eliminated work.
- (2) The department will execute a contract change order for the following costs related to eliminated work:
1. Preparation expenses defined as follows:
 - If preparation for the eliminated work has no value to other contract work, the department will reimburse the contractor in full for that preparation.
 - If preparation for the eliminated work is distributed over other contract work, the department will prorate reimbursement based on the value of the eliminated work compared to the total value of associated contract work.
 2. All restocking and cancellation charges.
 3. A markup for applicable overhead and other indirect costs paid as 7 percent of the contract price of the work actually eliminated.
- (3) If the department partially eliminates or completely eliminates work, the department may pay for, and take ownership of, materials or supplies the contractor has already purchased.

201.3 Construction

Correct errata by changing the link from 201.3(14) to 201.3(15).

- (16) Dispose of clearing and grubbing debris before proceeding with grading operations. If the contractor intends to burn debris but cannot secure burning permits on schedule, do not delay removing clearing debris from areas affected by other operations. While waiting to secure burning permits, pile clearing and grubbing debris beyond the limits affected by other work. Do not leave elm debris beyond the limits specified in 201.3(15).

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.

440.1 Description

Correct errata to replace "150 feet of the points of curvature" with "entry and exit curves".

- (2) Profile the final mainline riding surfaces greater than 1500 feet in continuous length. Include bridges, bridge approaches, and railroad crossings in the calculation of IRI. Exclude roundabouts and pavements within their entry and exit curves from the calculation of IRI.

460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Correct 460.2.8.2.1.3.1 (6) to change the reference from ASTM D4867 to AASHTO T283.

- (6) Also conduct field tensile strength ratio tests according to AASHTO T283 on mixtures requiring an antistripping additive. Test each full 50,000 ton production increment, or fraction of an increment, after the first 5000 tons of production. Perform required increment testing in the first week of production of that increment. If field tensile strength ratio values are either below the spec limit or less than the mixture design JMF percentage value by 20 or more, notify the engineer. The engineer and contractor will jointly determine a corrective action.

506.2.8.3 Expansion Bearing Assemblies

Correct errata to update ASTMs and change the specified melting point from 622 +/- 3 to 621 +/- 18 F.

- (6) Use PTFE materials that are virgin polytetrafluoroethylene fluorocarbon resin, unfilled conforming to ASTM D4894. The finished materials shall exhibit the following physical properties:

REQUIREMENT	TEST METHOD	UNFILLED VALUE
Hardness at 78 F	ASTM D2240 Shore "D"	50-65
Tensile strength, psi	ASTM D1708	2800 Min.
Elongation, percent	ASTM D1708	200 Min.
Specific gravity	ASTM D792	2.16 +/- 0.03
Melting point	ASTM D4591	621 +/- 18 F

514.3.2 Adjusting Floor Drains

Correct errata by clarifying priming and painting requirements for adjusted floor drains.

- (1) If the plans show or contract specifies, provide new drain frames and inserts. Fabricate, blast clean, and apply a shop coat of primer. Touch up areas of damaged primer after installation with a department-approved organic zinc-rich primer.

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.
-

715.3.1.2.2 Lots by Lane-Feet

Correct errata ride spec reference from "the special provisions" to "440.3.4.2."

- (1) The contractor may designate slip-formed pavement lots and sublots conforming to the following:
 - Lots and sublots are one paving pass wide and may include one or more travel lanes, integrally placed shoulders, integrally placed ancillary concrete, and pavement gaps regardless of mix design and placement method.
 - Sublots are 1000 feet long for single-lane and 500 feet long for two-lane paving. Align subplot limits with ride segment limits defined in 440.3.4.2. Adjust terminal subplot lengths to match the project length or, for staged construction, the stage length. Ensure that subplot limits match for adjacent paving passes. Pavement gaps do not affect the location of subplot limits.
 - Create lots by grouping 4 to 8 adjacent sublots matching lots created for adjacent paving passes.

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 Paul Ndon at (414) 438-4584 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 contact Paul Ndon. 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 February 2017 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF
TRANSPORTATION AND SYSTEM DEVELOPMENT**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I.** Prevailing Wage Rates, Hours of Labor, and Payment of Wages
- II.** Payroll Requirements
- III.** Postings at the Site of the Work
- IV.** Wage Rate Distribution
- V.** Additional Classifications

**I. PREVAILING WAGE RATES, HOURS OF LABOR AND PAYMENT OF
WAGES**

The U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) attached hereto and made a part hereof furnishes the prevailing wage rates pursuant to Section 84.062 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the 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 84.062, Stats. Apprentices shall be paid at rates not less than those prescribed in their apprenticeship contract.

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 16.856 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 base rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half:

January 1

Last Monday in May

July 4

First Monday in September

Fourth Thursday in November

December 25

The day before if January 1, July 4 or December 25 falls on a Saturday, and

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, euclid 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.

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 84.062 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 and accessible place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 84.062 of the Wisconsin Statutes.
- b. A copy of the U.S. Department of Labor (Davis-Bacon, Minimum Wage Rates).
- c. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. WAGE RATE REDISTRIBUTION

A contractor or subcontractor performing work subject to a Davis-Bacon wage determination may discharge its minimum wage obligations for the payment of both straight time wages and fringe benefits by (1) paying both in cash, (2) making payments or incurring costs for bona fide fringe benefits, or (3) by a combination thereof. Thus, under the Davis-Bacon a contractor may offset an amount of monetary wages paid in excess of the minimum wage required under the determination to satisfy its fringe benefit obligations. *See* 40 USC 3142(d) and 29 CFR 5.31.

V. ADDITIONAL CLASSIFICATIONS

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 (29CFR 5.5(a)(1)(ii)). 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:

- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b. The classification is utilized in the area by the construction industry; and
- c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

General Decision Number: WI170010 04/28/2017 WI10

Superseded General Decision Number: WI20160010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	02/10/2017
3	02/24/2017
4	03/17/2017
5	03/31/2017
6	04/21/2017
7	04/28/2017

BRWI0001-002 06/01/2016

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.84	20.95

BRWI0002-002 06/01/2016

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.04	19.70

BRWI0002-005 06/01/2016

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,

CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,
 FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
 LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
 OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
 SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
 WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.07	20.51

BRWI0003-002 06/01/2016

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0004-002 06/01/2016

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.59	21.49

BRWI0006-002 06/01/2016

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
 ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.04	19.75

BRWI0007-002 06/01/2016

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.53	20.95

BRWI0008-002 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.98	20.62

BRWI0011-002 06/01/2016

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 32.22	20.57
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BRWI0019-002 06/01/2016

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.98	20.81

BRWI0034-002 06/01/2015

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.86	17.22

CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39

CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,
BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,
CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except
area bordering Michigan State Line), FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON,
JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE,
MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E.
of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE,
PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN,
ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS,
WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
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Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0361-004 05/01/2016

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 34.57	18.16

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

ELEC0014-002 05/30/2016

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & 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

	Rates	Fringes
Electricians:.....	\$ 32.00	19.28

ELEC0014-007 05/30/2016

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 24.35	13.15

Low voltage construction, installation, maintenance and

removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2016

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 37.71	30%+10.02

ELEC0158-002 05/30/2016

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausaukee 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

	Rates	Fringes
Electricians:.....	\$ 30.50	29.50% + 9.57

ELEC0159-003 05/30/2016

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and 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

	Rates	Fringes
Electricians:.....	\$ 36.50	20.39

* ELEC0219-004 06/01/2016

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 32.38	18.63
Electrical contracts under \$180,000.....	\$ 30.18	18.42

ELEC0242-005 05/29/2016

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 34.92	25.05

ELEC0388-002 05/30/2016

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 30.69	26.00% +10.05

ELEC0430-002 06/01/2016

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 36.07	21.84

ELEC0494-005 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.01	24.00

ELEC0494-006 06/01/2014

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 29.64	20.54

ELEC0494-013 06/01/2015

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 16.47	14.84
Technician.....	\$ 26.00	17.70

Installation, testing, maintenance, operation and servicing

of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 05/30/2016

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, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 30.68	17.28

ELEC0890-003 06/01/2016

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.45	26.10% + \$10.56

ELEC0953-001 07/01/2015

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 42.14	32% + 5.00
(2) Heavy Equipment Operator.....	\$ 40.03	32% + 5.00
(3) Equipment Operator.....	\$ 33.71	32% + 5.00
(4) Heavy Groundman Driver..	\$ 26.78	14.11
(5) Light Groundman Driver..	\$ 24.86	13.45
(6) Groundsman.....	\$ 23.18	32% + 5.00

ENGI0139-005 06/01/2016

	Rates	Fringes
Power Equipment Operator		

Group 1.....	\$ 39.27	21.80
Group 2.....	\$ 38.77	21.80
Group 3.....	\$ 38.27	21.80
Group 4.....	\$ 38.01	21.80
Group 5.....	\$ 37.72	21.80
Group 6.....	\$ 31.82	21.80

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour

EPA Level "B" protection - \$2.00 per hour

EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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.

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 jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (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 & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator 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 Tender.

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2016

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 30.86	25.42

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUCKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.15	25.42

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2015

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.85	21.84

IRON0498-005 06/01/2016

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 36.29	30.77

IRON0512-008 05/01/2015		

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.50	23.45

IRON0512-021 05/01/2015		

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.04	23.45

LABO0113-002 06/01/2016		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 27.51	20.35
Group 2.....	\$ 27.66	20.35
Group 3.....	\$ 27.86	20.35
Group 4.....	\$ 28.01	20.35
Group 5.....	\$ 28.16	20.35
Group 6.....	\$ 24.00	20.35

LABORERS CLASSIFICATIONS

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, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/01/2016

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.76	20.35
Group 2.....	\$ 26.86	20.35
Group 3.....	\$ 26.91	20.35
Group 4.....	\$ 27.11	20.35
Group 5.....	\$ 26.96	20.35
Group 6.....	\$ 23.85	20.35

LABORERS CLASSIFICATIONS

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2016

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.57	20.35
Group 2.....	\$ 26.72	20.35
Group 3.....	\$ 26.92	20.35
Group 4.....	\$ 26.89	20.35
Group 5.....	\$ 27.22	20.35
Group 6.....	\$ 23.71	20.35

LABORERS CLASSIFICATIONS:

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LABO0140-002 06/01/2016

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.67	16.55
Group 2.....	\$ 30.77	16.55
Group 3.....	\$ 30.82	16.55
Group 4.....	\$ 31.02	16.55
Group 5.....	\$ 30.87	16.55
Group 6.....	\$ 27.30	16.55

LABORER CLASSIFICATIONS

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, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LABO0464-003 06/01/2016

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.95	16.41
Group 2.....	\$ 31.05	16.41
Group 3.....	\$ 31.10	16.41
Group 4.....	\$ 31.30	16.41
Group 5.....	\$ 31.15	16.41
Group 6.....	\$ 27.30	16.41

LABORERS CLASSIFICATIONS:

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, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/02/2016

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 29.86	16.35
Spray, Sandblast, Steel....	\$ 30.46	16.35

Repaint:

Brush, Roller.....	\$ 28.36	16.35
Spray, Sandblast, Steel....	\$ 28.96	16.35

PAIN0108-002 06/01/2016

RACINE COUNTY

	Rates	Fringes
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Painters:

Brush, Roller.....	\$ 32.74	18.70
Spray & Sandblast.....	\$ 33.74	18.70

PAIN0259-002 05/01/2008
BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
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PAINTER.....	\$ 24.11	12.15
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PAIN0259-004 05/01/2015
BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
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PAINTER.....	\$ 22.03	12.45
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PAIN0781-002 06/01/2016

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
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Painters:

Bridge.....	\$ 30.42	22.19
Brush.....	\$ 30.07	22.19
Spray & Sandblast.....	\$ 30.82	22.19

PAIN0802-002 06/01/2016
COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
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PAINTER

Brush.....	\$ 27.50	17.72
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PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2016

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.39	11.72

PAIN0934-001 06/01/2016

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 32.74	18.70
Spray.....	\$ 33.74	18.70
Structural Steel.....	\$ 32.89	18.70

PAIN1011-002 06/01/2016

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 24.56	11.93

PLAS0599-010 06/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN
COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET,
CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE,
FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE,
LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE,
MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK,
PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR,
VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA

CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPPEALEAU, AND
VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK
COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2016

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 26.63	19.85
3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic.....	\$ 26.78	19.85

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

March 2017

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

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

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.



Proposal Schedule of Items

Page 1 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0010	201.0105 Clearing	88.000 STA	_____.	_____.
0020	201.0205 Grubbing	88.000 STA	_____.	_____.
0030	203.0100 Removing Small Pipe Culverts	5.000 EACH	_____.	_____.
0040	203.0200 Removing Old Structure (station) 001. 312+49.34	LS	LUMP SUM	_____.
0050	203.0200 Removing Old Structure (station) 002. 308+25.47	LS	LUMP SUM	_____.
0060	203.0200 Removing Old Structure (station) 003. 458+11.70 NB	LS	LUMP SUM	_____.
0070	203.0210.S Abatement of Asbestos Containing Material (structure) 001. B-55-65	LS	LUMP SUM	_____.
0080	203.0210.S Abatement of Asbestos Containing Material (structure) 002. B-55-66	LS	LUMP SUM	_____.
0090	203.0225.S Debris Containment (structure) 001. B- 55-65	LS	LUMP SUM	_____.
0100	203.0225.S Debris Containment (structure) 002. B- 55-66	LS	LUMP SUM	_____.
0110	203.0225.S Debris Containment (structure) 003. B- 55-148	LS	LUMP SUM	_____.
0120	204.0100 Removing Pavement	28,525.000 SY	_____.	_____.
0130	204.0110 Removing Asphaltic Surface	35,815.000 SY	_____.	_____.
0140	204.0150 Removing Curb & Gutter	1,355.000 LF	_____.	_____.
0150	204.0155 Removing Concrete Sidewalk	275.000 SY	_____.	_____.



Proposal Schedule of Items

Page 2 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0160	204.0157 Removing Concrete Barrier	9,539.000 LF	_____.	_____.
0170	204.0170 Removing Fence	36,074.000 LF	_____.	_____.
0180	204.0180 Removing Delineators and Markers	162.000 EACH	_____.	_____.
0190	204.0195 Removing Concrete Bases	4.000 EACH	_____.	_____.
0200	204.0210 Removing Manholes	1.000 EACH	_____.	_____.
0210	204.0220 Removing Inlets	22.000 EACH	_____.	_____.
0220	204.0245 Removing Storm Sewer (size) 001. 12-Inch	472.000 LF	_____.	_____.
0230	204.0245 Removing Storm Sewer (size) 002. 15-Inch	80.000 LF	_____.	_____.
0240	204.0245 Removing Storm Sewer (size) 003. 18-Inch	306.000 LF	_____.	_____.
0250	204.0245 Removing Storm Sewer (size) 004. 24-Inch	18.000 LF	_____.	_____.
0260	204.0245 Removing Storm Sewer (size) 005. 30-Inch	41.000 LF	_____.	_____.
0270	204.0245 Removing Storm Sewer (size) 006. 36-Inch	141.000 LF	_____.	_____.
0280	204.9060.S Removing (item description) 001. Sign Bridge & Support	9.000 EACH	_____.	_____.
0290	204.9090.S Removing (item description) 001. Cable Guard	2,796.000 LF	_____.	_____.



Proposal Schedule of Items

Page 3 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0300	204.9090.S Removing (item description) 002. Modular Block Retaining Wall	604.000 LF	_____.	_____.
0310	204.9090.S Removing (item description) 003. Cables or Conduit	11,036.000 LF	_____.	_____.
0320	205.0100 Excavation Common	162,338.000 CY	_____.	_____.
0330	206.1000 Excavation for Structures Bridges (structure) 001. B-55-65	LS	LUMP SUM	_____.
0340	206.1000 Excavation for Structures Bridges (structure) 002. B-55-66	LS	LUMP SUM	_____.
0350	206.1000 Excavation for Structures Bridges (structure) 003. B-55-148	LS	LUMP SUM	_____.
0360	208.1100 Select Borrow	6,000.000 CY	_____.	_____.
0370	210.1500 Backfill Structure Type A	3,174.000 TON	_____.	_____.
0380	211.0400 Prepare Foundation for Asphaltic Shoulders	318.000 STA	_____.	_____.
0390	213.0100 Finishing Roadway (project) 001. 1020- 06-75	1.000 EACH	_____.	_____.
0400	305.0110 Base Aggregate Dense 3/4-Inch	6,744.000 TON	_____.	_____.
0410	305.0120 Base Aggregate Dense 1 1/4-Inch	103,847.000 TON	_____.	_____.
0420	415.0070 Concrete Pavement 7-Inch	7,325.000 SY	_____.	_____.
0430	415.0080 Concrete Pavement 8-Inch	2,217.000 SY	_____.	_____.
0440	415.0090 Concrete Pavement 9-Inch	8,759.000 SY	_____.	_____.



Proposal Schedule of Items

Page 4 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0450	415.0100 Concrete Pavement 10-Inch	1,920.000 SY	_____.	_____.
0460	415.0110 Concrete Pavement 11-Inch	10,397.000 SY	_____.	_____.
0470	415.0120 Concrete Pavement 12-Inch	40,578.000 SY	_____.	_____.
0480	415.0410 Concrete Pavement Approach Slab	1,077.000 SY	_____.	_____.
0490	415.1150.S Concrete Pavement Fast Track (inch) 001. 11-Inch	2,100.000 SY	_____.	_____.
0500	415.6000.S Rout and Seal	65,182.000 LF	_____.	_____.
0510	416.0610 Drilled Tie Bars	14,710.000 EACH	_____.	_____.
0520	416.0620 Drilled Dowel Bars	2,294.000 EACH	_____.	_____.
0530	416.1010 Concrete Surface Drains	46.000 CY	_____.	_____.
0540	416.1110 Concrete Shoulder Rumble Strips	9,855.000 LF	_____.	_____.
0550	440.4410 Incentive IRI Ride	11,805.000 DOL	1.00000	11,805.00
0560	450.4000 HMA Cold Weather Paving	388.000 TON	_____.	_____.
0570	455.0605 Tack Coat	2,685.000 GAL	_____.	_____.
0580	460.2000 Incentive Density HMA Pavement	6,498.000 DOL	1.00000	6,498.00
0590	460.5223 HMA Pavement 3 LT 58-28 S	4,338.000 TON	_____.	_____.
0600	460.5244 HMA Pavement 4 LT 58-34 S	3,351.000 TON	_____.	_____.



Proposal Schedule of Items

Page 5 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0610	460.7223 HMA Pavement 3 HT 58-28 S	154.000 TON	_____.	_____.
0620	460.7444 HMA Pavement 4 HT 58-34 H	92.000 TON	_____.	_____.
0630	465.0110 Asphaltic Surface Patching	10.000 TON	_____.	_____.
0640	465.0125 Asphaltic Surface Temporary	23,100.000 TON	_____.	_____.
0650	465.0400 Asphaltic Shoulder Rumble Strips	65,630.000 LF	_____.	_____.
0660	502.0100 Concrete Masonry Bridges	1,889.100 CY	_____.	_____.
0670	502.3200 Protective Surface Treatment	7,979.000 SY	_____.	_____.
0680	502.3210 Pigmented Surface Sealer	788.000 SY	_____.	_____.
0690	502.4205 Adhesive Anchors No. 5 Bar	1,379.000 EACH	_____.	_____.
0700	502.4206 Adhesive Anchors No. 6 Bar	126.000 EACH	_____.	_____.
0710	502.4207 Adhesive Anchors No. 7 Bar	14.000 EACH	_____.	_____.
0720	503.0145 Prestressed Girder Type I 45-Inch	1,149.000 LF	_____.	_____.
0730	504.0500 Concrete Masonry Retaining Walls	1,334.000 CY	_____.	_____.
0740	505.0400 Bar Steel Reinforcement HS Structures	7,840.000 LB	_____.	_____.
0750	505.0600 Bar Steel Reinforcement HS Coated Structures	592,130.000 LB	_____.	_____.
0760	506.2605 Bearing Pads Elastomeric Non-Laminated	24.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 6 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0770	506.4000 Steel Diaphragms (structure) 001. B-55-65	42.000 EACH	_____.	_____.
0780	506.4000 Steel Diaphragms (structure) 002. B-55-66	13.000 EACH	_____.	_____.
0790	506.4000 Steel Diaphragms (structure) 003. B-55-148	8.000 EACH	_____.	_____.
0800	506.6000 Bearing Assemblies Expansion (structure) 001. B-55-65	16.000 EACH	_____.	_____.
0810	509.1500 Concrete Surface Repair	120.000 SF	_____.	_____.
0820	511.1100 Temporary Shoring	5,000.000 SF	_____.	_____.
0830	511.1200 Temporary Shoring (structure) 001. B-55-65	300.000 SF	_____.	_____.
0840	511.1200 Temporary Shoring (structure) 003. B-55-148	300.000 SF	_____.	_____.
0850	511.1200 Temporary Shoring (structure) 004. R-55-17	1,000.000 SF	_____.	_____.
0860	516.0500 Rubberized Membrane Waterproofing	193.000 SY	_____.	_____.
0870	520.8000 Concrete Collars for Pipe	32.000 EACH	_____.	_____.
0880	520.9700.S Culvert Pipe Liners (size) 001. 24-Inch	122.000 LF	_____.	_____.
0890	520.9750.S Cleaning Culvert Pipes for Liner Verification	1.000 EACH	_____.	_____.
0900	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	7.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 7 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0910	521.2005.S Surface Drain Pipe Corrugated Metal Slotted (inch) 001. 12-Inch	20.000 LF	_____.	_____.
0920	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	3.000 EACH	_____.	_____.
0930	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	14.000 EACH	_____.	_____.
0940	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	7.000 EACH	_____.	_____.
0950	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	7.000 EACH	_____.	_____.
0960	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	1.000 EACH	_____.	_____.
0970	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	1.000 EACH	_____.	_____.
0980	523.0519 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	2.000 EACH	_____.	_____.
0990	526.0100 Temporary Structure (station) 001. 312+49.34	LS	LUMP SUM	_____.
1000	526.0100 Temporary Structure (station) 002. 308+25.47	LS	LUMP SUM	_____.
1010	531.0300.S Noise Barriers Double-Sided Sound Absorptive (structure) 001. N-55-1	33,950.000 SF	_____.	_____.
1020	531.0300.S Noise Barriers Double-Sided Sound Absorptive (structure) 002. N-55-2	10,200.000 SF	_____.	_____.
1030	550.1100 Piling Steel HP 10-Inch X 42 Lb	615.000 LF	_____.	_____.



Proposal Schedule of Items

Page 8 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1040	601.0409 Concrete Curb & Gutter 30-Inch Type A	1,252.000 LF	_____.	_____.
1050	601.0411 Concrete Curb & Gutter 30-Inch Type D	60.000 LF	_____.	_____.
1060	601.0551 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type A	275.000 LF	_____.	_____.
1070	601.0553 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type D	5,347.000 LF	_____.	_____.
1080	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	418.000 LF	_____.	_____.
1090	602.0405 Concrete Sidewalk 4-Inch	2,514.000 SF	_____.	_____.
1100	603.0105 Concrete Barrier Single-Faced 32-Inch	104.000 LF	_____.	_____.
1110	603.0405 Concrete Barrier Transition Section 32-Inch	56.000 LF	_____.	_____.
1120	603.1142 Concrete Barrier Type S42	6,585.000 LF	_____.	_____.
1130	603.1156 Concrete Barrier Type S56	644.000 LF	_____.	_____.
1140	603.1442 Concrete Barrier Type S42C	220.000 LF	_____.	_____.
1150	603.1456 Concrete Barrier Type S56C	948.000 LF	_____.	_____.
1160	603.2142 Concrete Barrier Fixed Object Protection Type S42	378.000 LF	_____.	_____.
1170	603.3313 Concrete Barrier Transition Type NJ32DF to S36	7.000 EACH	_____.	_____.
1180	603.3535 Concrete Barrier Transition Type S36 to S42	7.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 9 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1190	603.3559 Concrete Barrier Transition Type S42 to S56	3.000 EACH	_____.	_____.
1200	603.3699 Concrete Barrier Transition Type V56 to S56	2.000 EACH	_____.	_____.
1210	603.8000 Concrete Barrier Temporary Precast Delivered	66,095.000 LF	_____.	_____.
1220	603.8125 Concrete Barrier Temporary Precast Installed	81,962.000 LF	_____.	_____.
1230	604.0400 Slope Paving Concrete	277.000 SY	_____.	_____.
1240	604.0500 Slope Paving Crushed Aggregate	109.000 SY	_____.	_____.
1250	606.0200 Riprap Medium	122.000 CY	_____.	_____.
1260	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	370.000 LF	_____.	_____.
1270	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	225.000 LF	_____.	_____.
1280	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	612.000 LF	_____.	_____.
1290	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	25.000 LF	_____.	_____.
1300	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	70.000 LF	_____.	_____.
1310	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	11.000 LF	_____.	_____.
1320	608.0448 Storm Sewer Pipe Reinforced Concrete Class IV 48-Inch	130.000 LF	_____.	_____.



Proposal Schedule of Items

Page 10 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1330	610.0419 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	4.000 LF	_____.	_____.
1340	611.0420 Reconstructing Manholes	2.000 EACH	_____.	_____.
1350	611.0530 Manhole Covers Type J	4.000 EACH	_____.	_____.
1360	611.0606 Inlet Covers Type B	2.000 EACH	_____.	_____.
1370	611.0610 Inlet Covers Type BW	38.000 EACH	_____.	_____.
1380	611.0612 Inlet Covers Type C	1.000 EACH	_____.	_____.
1390	611.0627 Inlet Covers Type HM	10.000 EACH	_____.	_____.
1400	611.0642 Inlet Covers Type MS	9.000 EACH	_____.	_____.
1410	611.0654 Inlet Covers Type V	8.000 EACH	_____.	_____.
1420	611.1005 Catch Basins 5-FT Diameter	1.000 EACH	_____.	_____.
1430	611.2004 Manholes 4-FT Diameter	4.000 EACH	_____.	_____.
1440	611.2006 Manholes 6-FT Diameter	1.000 EACH	_____.	_____.
1450	611.2007 Manholes 7-FT Diameter	1.000 EACH	_____.	_____.
1460	611.3004 Inlets 4-FT Diameter	12.000 EACH	_____.	_____.
1470	611.3220 Inlets 2x2-FT	8.000 EACH	_____.	_____.
1480	611.3225 Inlets 2x2.5-FT	24.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 11 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1490	611.3230 Inlets 2x3-FT	5.000 EACH	_____.	_____.
1500	611.3901 Inlets Median 1 Grate	7.000 EACH	_____.	_____.
1510	611.3902 Inlets Median 2 Grate	1.000 EACH	_____.	_____.
1520	611.8110 Adjusting Manhole Covers	14.000 EACH	_____.	_____.
1530	611.8115 Adjusting Inlet Covers	29.000 EACH	_____.	_____.
1540	611.8120.S Cover Plates Temporary	14.000 EACH	_____.	_____.
1550	611.9710 Salvaged Inlet Covers	1.000 EACH	_____.	_____.
1560	612.0206 Pipe Underdrain Unperforated 6-Inch	60.000 LF	_____.	_____.
1570	612.0212 Pipe Underdrain Unperforated 12-Inch	362.000 LF	_____.	_____.
1580	612.0406 Pipe Underdrain Wrapped 6-Inch	3,753.000 LF	_____.	_____.
1590	613.1100.S Cable Barrier Type 1	2,796.000 LF	_____.	_____.
1600	613.1200.S Cable Barrier End Terminal Type 1	2.000 EACH	_____.	_____.
1610	614.0150 Anchor Assemblies for Steel Plate Beam Guard	10.000 EACH	_____.	_____.
1620	614.0220 Steel Thrie Beam Bullnose Terminal	8.000 EACH	_____.	_____.
1630	614.0230 Steel Thrie Beam	1,139.000 LF	_____.	_____.
1640	614.0305 Steel Plate Beam Guard Class A	38.000 LF	_____.	_____.



Proposal Schedule of Items

Page 12 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1650	614.0345 Steel Plate Beam Guard Short Radius	38.000 LF	_____.	_____.
1660	614.0390 Steel Plate Beam Guard Short Radius Terminal	1.000 EACH	_____.	_____.
1670	614.0905 Crash Cushions Temporary	32.000 EACH	_____.	_____.
1680	614.0920 Salvaged Rail	5,315.000 LF	_____.	_____.
1690	614.2300 MGS Guardrail 3	4,188.000 LF	_____.	_____.
1700	614.2500 MGS Thrie Beam Transition	552.000 LF	_____.	_____.
1710	614.2610 MGS Guardrail Terminal EAT	16.000 EACH	_____.	_____.
1720	614.2620 MGS Guardrail Terminal Type 2	9.000 EACH	_____.	_____.
1730	616.0100 Fence Woven Wire (height) 001. 4-FT	23,726.000 LF	_____.	_____.
1740	616.0204 Fence Chain Link 4-FT	9,583.000 LF	_____.	_____.
1750	616.0329 Gates Chain Link (width) 001. 4-FT	2.000 EACH	_____.	_____.
1760	618.0100 Maintenance And Repair of Haul Roads (project) 001. 1020-06-75	1.000 EACH	_____.	_____.
1770	619.1000 Mobilization	1.000 EACH	_____.	_____.
1780	620.0300 Concrete Median Sloped Nose	44.000 SF	_____.	_____.
1790	624.0100 Water	1,106.000 MGAL	_____.	_____.
1800	625.0500 Salvaged Topsoil	177,041.000 SY	_____.	_____.



Proposal Schedule of Items

Page 13 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1810	627.0200 Mulching	99,175.000 SY	_____.	_____.
1820	628.1504 Silt Fence	24,165.000 LF	_____.	_____.
1830	628.1520 Silt Fence Maintenance	24,165.000 LF	_____.	_____.
1840	628.1905 Mobilizations Erosion Control	12.000 EACH	_____.	_____.
1850	628.1910 Mobilizations Emergency Erosion Control	8.000 EACH	_____.	_____.
1860	628.2002 Erosion Mat Class I Type A	51,650.000 SY	_____.	_____.
1870	628.2004 Erosion Mat Class I Type B	26,290.000 SY	_____.	_____.
1880	628.7005 Inlet Protection Type A	45.000 EACH	_____.	_____.
1890	628.7010 Inlet Protection Type B	194.000 EACH	_____.	_____.
1900	628.7015 Inlet Protection Type C	15.000 EACH	_____.	_____.
1910	628.7504 Temporary Ditch Checks	660.000 LF	_____.	_____.
1920	628.7555 Culvert Pipe Checks	34.000 EACH	_____.	_____.
1930	628.7560 Tracking Pads	2.000 EACH	_____.	_____.
1940	629.0205 Fertilizer Type A	151.000 CWT	_____.	_____.
1950	630.0120 Seeding Mixture No. 20	3,093.000 LB	_____.	_____.
1960	630.0130 Seeding Mixture No. 30	1,992.000 LB	_____.	_____.
1970	630.0200 Seeding Temporary	1,729.000 LB	_____.	_____.



Proposal Schedule of Items

Page 14 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1980	633.0100 Delineator Posts Steel	191.000 EACH	_____.	_____.
1990	633.0500 Delineator Reflectors	275.000 EACH	_____.	_____.
2000	633.1000 Delineator Brackets	57.000 EACH	_____.	_____.
2010	633.5200 Markers Culvert End	33.000 EACH	_____.	_____.
2020	634.0612 Posts Wood 4x6-Inch X 12-FT	19.000 EACH	_____.	_____.
2030	634.0614 Posts Wood 4x6-Inch X 14-FT	4.000 EACH	_____.	_____.
2040	634.0616 Posts Wood 4x6-Inch X 16-FT	58.000 EACH	_____.	_____.
2050	634.0618 Posts Wood 4x6-Inch X 18-FT	73.000 EACH	_____.	_____.
2060	634.0620 Posts Wood 4x6-Inch X 20-FT	18.000 EACH	_____.	_____.
2070	634.0808 Posts Tubular Steel 2x2-Inch X 8-FT	11.000 EACH	_____.	_____.
2080	635.0200 Sign Supports Structural Steel HS	10,245.000 LB	_____.	_____.
2090	636.0100 Sign Supports Concrete Masonry	233.600 CY	_____.	_____.
2100	636.0500 Sign Supports Steel Reinforcement	1,130.000 LB	_____.	_____.
2110	636.1500 Sign Supports Steel Coated Reinforcement HS	24,445.000 LB	_____.	_____.
2120	637.1220 Signs Type I Reflective SH	8,879.000 SF	_____.	_____.
2130	637.2210 Signs Type II Reflective H	1,544.030 SF	_____.	_____.



Proposal Schedule of Items

Page 15 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2140	637.2220 Signs Type II Reflective SH	27.500 SF	_____.	_____.
2150	637.2230 Signs Type II Reflective F	725.000 SF	_____.	_____.
2160	638.2601 Removing Signs Type I	47.000 EACH	_____.	_____.
2170	638.2602 Removing Signs Type II	87.000 EACH	_____.	_____.
2180	638.3000 Removing Small Sign Supports	120.000 EACH	_____.	_____.
2190	638.3100 Removing Structural Steel Sign Supports	34.000 EACH	_____.	_____.
2200	641.0100 Sign Bridge Single Pole Sign Support One Sign (structure) 001. S-55-67	LS	LUMP SUM	_____.
2210	641.0600 Sign Bridge Single Pole Sign Support Two Signs (structure) 001. S-55-58	LS	LUMP SUM	_____.
2220	641.0600 Sign Bridge Single Pole Sign Support Two Signs (structure) 002. S-55-63	LS	LUMP SUM	_____.
2230	641.1200 Sign Bridge Cantilevered (structure) 001. S-55-071	LS	LUMP SUM	_____.
2240	641.1200 Sign Bridge Cantilevered (structure) 002. S-55-57	LS	LUMP SUM	_____.
2250	641.1200 Sign Bridge Cantilevered (structure) 003. S-55-59	LS	LUMP SUM	_____.
2260	641.1200 Sign Bridge Cantilevered (structure) 004. S-55-61	LS	LUMP SUM	_____.
2270	641.1200 Sign Bridge Cantilevered (structure) 005. S-55-66	LS	LUMP SUM	_____.



Proposal Schedule of Items

Page 16 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2280	641.1200 Sign Bridge Cantilevered (structure) 006. S-55-68	LS	LUMP SUM	_____.
2290	641.1200 Sign Bridge Cantilevered (structure) 007. S-55-69	LS	LUMP SUM	_____.
2300	641.1200 Sign Bridge Cantilevered (structure) 008. S-55-70	LS	LUMP SUM	_____.
2310	641.6600 Sign Bridge (structure) 001. S-55-56	LS	LUMP SUM	_____.
2320	641.6600 Sign Bridge (structure) 002. S-55-60	LS	LUMP SUM	_____.
2330	641.6600 Sign Bridge (structure) 003. S-55-62	LS	LUMP SUM	_____.
2340	641.6600 Sign Bridge (structure) 004. S-55-65	LS	LUMP SUM	_____.
2350	641.6600 Sign Bridge (structure) 005. S-55-64	LS	LUMP SUM	_____.
2360	642.5401 Field Office Type D	1.000 EACH	_____.	_____.
2370	643.0200.S Traffic Control Surveillance and Maintenance (project) 001. 1020-06-75	385.000 DAY	_____.	_____.
2380	643.0300 Traffic Control Drums	68,610.000 DAY	_____.	_____.
2390	643.0420 Traffic Control Barricades Type III	2,075.000 DAY	_____.	_____.
2400	643.0705 Traffic Control Warning Lights Type A	3,665.000 DAY	_____.	_____.
2410	643.0715 Traffic Control Warning Lights Type C	14,255.000 DAY	_____.	_____.
2420	643.0800 Traffic Control Arrow Boards	705.000 DAY	_____.	_____.
2430	643.0900 Traffic Control Signs	15,960.000 DAY	_____.	_____.



Proposal Schedule of Items

Page 17 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2440	643.0910 Traffic Control Covering Signs Type I	2.000 EACH	_____.	_____.
2450	643.0920 Traffic Control Covering Signs Type II	24.000 EACH	_____.	_____.
2460	643.1050 Traffic Control Signs PCMS	408.000 DAY	_____.	_____.
2470	643.2000 Traffic Control Detour (project) 001. 1020-06-75	1.000 EACH	_____.	_____.
2480	643.3000 Traffic Control Detour Signs	15,200.000 DAY	_____.	_____.
2490	645.0120 Geotextile Type HR	358.000 SY	_____.	_____.
2500	646.0106 Pavement Marking Epoxy 4-Inch	29,279.000 LF	_____.	_____.
2510	646.0126 Pavement Marking Epoxy 8-Inch	1,271.000 LF	_____.	_____.
2520	646.0600 Removing Pavement Markings	170,319.000 LF	_____.	_____.
2530	646.0841.S Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch	27,524.000 LF	_____.	_____.
2540	646.0843.S Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch	26,037.000 LF	_____.	_____.
2550	646.0900.S Pavement Marking Late Season	11,331.000 LF	_____.	_____.
2560	646.2304.S Pavement Marking Grooved Wet Reflective Epoxy 4-Inch	134,235.000 LF	_____.	_____.
2570	647.0196 Pavement Marking Arrows Epoxy Type 5	8.000 EACH	_____.	_____.
2580	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	207,735.000 LF	_____.	_____.



Proposal Schedule of Items

Page 18 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2590	649.0402 Temporary Pavement Marking Paint 4-Inch	11,944.000 LF	_____.	_____.
2600	649.0506 Temporary Pavement Marking Removable Mask-Out Tape 6-Inch	256,680.000 LF	_____.	_____.
2610	649.0510 Temporary Pavement Marking Removable Mask-Out Tape 10-Inch	23,895.000 LF	_____.	_____.
2620	649.0801 Temporary Pavement Marking Removable Tape 8-Inch	60,584.000 LF	_____.	_____.
2630	652.0125 Conduit Rigid Metallic 2-Inch	48.000 LF	_____.	_____.
2640	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	10,382.000 LF	_____.	_____.
2650	652.0335 Conduit Rigid Nonmetallic Schedule 80 3-Inch	110.000 LF	_____.	_____.
2660	652.0800 Conduit Loop Detector	80.000 LF	_____.	_____.
2670	653.0105 Pull Boxes Steel 12x24-Inch	4.000 EACH	_____.	_____.
2680	653.0140 Pull Boxes Steel 24x42-Inch	6.000 EACH	_____.	_____.
2690	653.0208 Junction Boxes 8x8x8-Inch	1.000 EACH	_____.	_____.
2700	653.0900 Adjusting Pull Boxes	1.000 EACH	_____.	_____.
2710	653.0905 Removing Pull Boxes	13.000 EACH	_____.	_____.
2720	654.0106 Concrete Bases Type 6	18.000 EACH	_____.	_____.
2730	654.0230 Concrete Control Cabinet Bases Type L30	4.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 19 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2740	655.0610 Electrical Wire Lighting 12 AWG	20,895.000 LF	_____.	_____.
2750	655.0625 Electrical Wire Lighting 6 AWG	86,360.000 LF	_____.	_____.
2760	655.0800 Loop Detector Wire	310.000 LF	_____.	_____.
2770	656.0400 Electrical Service Main Lugs Only Meter Pedestal (location) 350. 306+32'WB'	LS	LUMP SUM	_____.
2780	656.0400 Electrical Service Main Lugs Only Meter Pedestal (location) 351. 293+40'WB'	LS	LUMP SUM	_____.
2790	656.0400 Electrical Service Main Lugs Only Meter Pedestal (location) 352. 389+00'WB'	LS	LUMP SUM	_____.
2800	656.0400 Electrical Service Main Lugs Only Meter Pedestal (location) 353. 332+28'WB'	LS	LUMP SUM	_____.
2810	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	67.000 EACH	_____.	_____.
2820	657.0322 Poles Type 5-Aluminum	11.000 EACH	_____.	_____.
2830	657.0327 Poles Type 6-Aluminum	86.000 EACH	_____.	_____.
2840	657.0605 Luminaire Arms Single Member 4 1/2-Inch Clamp 4-FT	3.000 EACH	_____.	_____.
2850	657.0705 Luminaire Arms Truss Type 4 1/2-Inch Clamp 10-FT	71.000 EACH	_____.	_____.
2860	657.0715 Luminaire Arms Truss Type 4 1/2-Inch Clamp 15-FT	56.000 EACH	_____.	_____.
2870	659.0700 Lighting Units Walkway	4.000 EACH	_____.	_____.
2880	659.1125 Luminaires Utility LED C	130.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 20 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2890	659.1205 Luminaires Underdeck LED A	4.000 EACH	_____.	_____.
2900	659.1210 Luminaires Underdeck LED B	4.000 EACH	_____.	_____.
2910	659.2130 Lighting Control Cabinets 120/240 30-Inch	2.000 EACH	_____.	_____.
2920	659.2230 Lighting Control Cabinets 240/480 30-Inch	2.000 EACH	_____.	_____.
2930	690.0150 Sawing Asphalt	14,260.000 LF	_____.	_____.
2940	690.0250 Sawing Concrete	22,376.000 LF	_____.	_____.
2950	715.0415 Incentive Strength Concrete Pavement	23,293.400 DOL	1.00000	23,293.40
2960	715.0502 Incentive Strength Concrete Structures	11,334.600 DOL	1.00000	11,334.60
2970	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,100.000 HRS	5.00000	10,500.00
2980	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
2990	SPV.0060 Special 001. Sawing Concrete Barrier	12.000 EACH	_____.	_____.
3000	SPV.0060 Special 310. Adjusting Water Valve Boxes	1.000 EACH	_____.	_____.
3010	SPV.0060 Special 350. Removing Lighting Unit	76.000 EACH	_____.	_____.
3020	SPV.0060 Special 351. Removing Luminaire	24.000 EACH	_____.	_____.
3030	SPV.0060 Special 352. Concrete Bases Type Special	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 21 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
3040	SPV.0090 Special 001. Sawing Concrete Precast Panel Installation	3,564.000 LF	_____.	_____.
3050	SPV.0090 Special 003. Concrete Barrier Temporary Precast Left In Place	1,194.000 LF	_____.	_____.
3060	SPV.0090 Special 004. Fill and Restore Existing Concrete Rumble Strips	570.000 LF	_____.	_____.
3070	SPV.0090 Special 200. Traffic Control Gawk Screen Furnished	10,554.000 LF	_____.	_____.
3080	SPV.0090 Special 201. Traffic Control Gawk Screen Installed	10,554.000 LF	_____.	_____.
3090	SPV.0090 Special 202. Traffic Control Glare Screen Furnished	3,450.000 LF	_____.	_____.
3100	SPV.0090 Special 203. Traffic Control Glare Screen Installed	3,450.000 LF	_____.	_____.
3110	SPV.0105 Special 001. Survey Project 1020-06-75	LS	LUMP SUM	_____.
3120	SPV.0105 Special 002. Concrete Pavement Joint Layout	LS	LUMP SUM	_____.
3130	SPV.0105 Special 003. Temporary Surface Drainage	LS	LUMP SUM	_____.
3140	SPV.0105 Special 004. Project Concrete Crack Mitigation and Repair Special	LS	LUMP SUM	_____.
3150	SPV.0165 Special 850. Wall Concrete Panel Mechanically Stabilized Earth LRFD/QMP **P**	24,110.000 SF	_____.	_____.
3160	SPV.0180 Special 001. Concrete Pavement Repair Precast 12-Inch	7,453.000 SY	_____.	_____.



Proposal Schedule of Items

Page 22 of 22

Proposal ID: 20170613017 Project(s): 1020-06-75

Federal ID(s): WISC 2017186

SECTION: 0001

ROADWAY CONSTRUCTION

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
3170	SPV.0180 Special 003. Concrete Pavement Repair Overnight	741.000 SY	_____.	_____.
3180	SPV.0180 Special 004. Concrete Pavement Replacement Overnight	1,188.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE