

HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 2

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Dane	1007-11-74	WISC 2018 001	Illinois State Line - Madison S. Dane Cty Line to E. Church Rd, SB	IH 39

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

Proposal Guaranty Required, \$ 570,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: December 12, 2017 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 31, 2018	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 10 %	This contract is subject to federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

Type of Work Grading, embankment, base aggregate, concrete pavement, HMA pavement, Structures B-13-700, B-13-704, C-13-3076 (Stage 3), C-13-3078 (Stage 3), S-13-397, culvert pipe, storm sewer, concrete curb and gutter, permanent signing and marking, and ITS.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the www.bidx.com 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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1007-11-74, Illinois State Line – Madison, South Dane County Line to East Church Rd SB, Dane County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2018 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 (20170615)

2. Scope of Work.

The work under this contract shall consist of grading, embankment, base aggregate, concrete pavement, HMA pavement, Structures B-13-700, B-13-704, C-13-3076(Stage 3), C-13-3078(Stage 3), S-13-397, culvert pipe, storm sewer, concrete curb and gutter, permanent signing and marking, ITS, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment. The completion date indicates that work efforts will possibly require multiple or concurrent controlling operations to occur at the same time. This information is included to assist the contractor and its subcontractors and shall not be interpreted as a demonstration of specified means and methods or work periods other than the completion date.

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 39/90 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 5 primary stages on project 1007-11-74 as shown in the traffic control plans, unless modifications are approved in writing by the engineer.

Stage 1

1. Construct shoulder pavement IH 39/90 southbound exit ramp at STH 73.
2. Construct shoulder pavement IH 39/90 southbound entrance ramp at STH 73.

Stage 2

1. Construct IH 39/90 southbound concrete pavement.
2. Construct temporary ramp crossovers at STH 73 southbound exit and entrance ramp.
3. Construct proposed pavement Lake Drive Road.
4. Construct southbound exit and entrance ramps at STH 73.
5. Construct bridge Structures B-13-700, B-13-704.
6. Construct sign Structures S-13-397.
7. Construct culvert Structure C-13-3076(Stage 3) and C-13-3078(Stage 3).

Stage 3

1. Continue Stage 2 construction items.
2. Construct IH 39/90 southbound concrete pavement in locations where STH 73 exit and entrance ramps were located in Stage 2.

Stage 4

1. Complete median grading, maintenance turnarounds, and median guardrail.
2. Remove temporary entrance and exit ramps at USH 51 north interchange.

Stage 5

1. Remove northbound outside temporary emergency pullouts and complete grading.

Do not switch traffic over to the next construction stage unless all signing, pavement marking, reflectors, tubular marker posts, and traffic control drums for the stage are in place, and conflicting pavement markings and signs are removed as shown in the traffic control plans and as directed by the engineer. Allowable exceptions to this specification are crossover and intersection areas where traffic control cannot be placed until the switch is made.

Work Restrictions

Do not close traffic lanes on IH 39/90 outside of Permitted Lane Closure Times specified in the Traffic article. Assessment per the Lane Rental Fee Assessment article will be charged for lane closures outside of the Permitted Lane Closure Times.

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

A 2 foot minimum paved shoulder shall be maintained on IH 39/90 at all times adjacent to travel lane. No aggregate shoulders shall be permitted adjacent to travel lanes at any time. During the night time lane closure for shoulder work on IH 39/90, the existing shoulder pavement within 2 feet of the travel lane shall not be removed until the shoulder can be paved within the same night.

Contractor Coordination

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

Hold progress meetings once a week for Project 1007-11-74. These meetings will take place at the project office. 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, Town of Albion, Township of Christiana, and Dane County Sheriff representatives to attend the progress meetings. Agenda items at the meeting will include review of the contractor's schedule and subcontractors' schedule, utility conflicts and relocation schedule, evaluation of progress and pay items, and making revisions if necessary. Plans and specifications for upcoming work will be reviewed to prevent potential problems or conflicts between contractors.

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

Coordinate any excess waste material from projects 1007-11-74 with adjacent projects 1005-10-71/72 and 1007-11-71 for potential reductions in embankment quantities. Coordinate traffic control stages with projects 1005-10-71/72 and 1007-11-71.

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

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

Fish Spawning

There shall be no instream disturbance of Branch Saunders Creek, Tributary Saunders Creek, and Agriculture Ditch #2 for Structures B-13-704, C-13-3076(Stage 3), and C-13-3078(Stage 3) as a result of construction activity under or for this contract, prior to May 15 or after September 15, in order to avoid adverse impacts upon the spawning of sunfish, J. darter, bluntnose, stickleback, bluegill, white sucker, and fathead.

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

Migratory Birds

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

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

Northern Long-eared Bat (*Myotis septentrionalis*)

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

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

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

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

ITS

Stage the construction operations to ensure that the PCMS is placed and operational prior to salvaging the roadside DMS at Lake Drive Road. This shall be completed at the end of traffic control stage 1.

Stage the construction operations to ensure that the roadside DMS is installed and operational prior removing the PCMS at Lake Drive Road. This shall be completed prior to the completion of stage 3.

Final Liquidated Damages

Replace standard spec 108.11 paragraph (3) as follows:

The department will assess \$8,000 in daily liquidated damages. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.
stp-108-055 (20130615)

The department will not grant time extensions to the completion date for the following:

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

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 article.

Do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this article.

Any revisions to traffic control plans shall adhere to article Notice to Contractor, Revisions to Traffic Control Plans.

IH 39/90 will remain open to through traffic at all times for the duration of this project except for approved lane closures or rolling closures as approved by the engineer. Single lane operation on IH 39/90 is only allowed during Permitted Lane Closure Times with approval of the engineer. Lane closures shall be according to the traffic control plans and shall have the approval of the engineer and the Statewide Traffic Operations Center, (414) 227-2142.

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

Edgerton School District
Riteway Transportation (608) 884-8114

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

Edgerton
104 Swift Street
Edgerton, WI 53534
(608) 884-6442

Traffic operations during all stages

- Maintain two lanes of traffic in each direction at all times on IH 39/90**.
- Maintain mainline traffic on IH 39/90 on a paved concrete or hot mix asphalt surface at all times.
- Maintain a minimum lane width of 12-feet on IH 39/90 (16-foot minimum clear width when restricted to one lane).
- Maintain a minimum lane width of 12-feet on USH 51 (13-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.

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

Place roadway and pavement marking 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 movements. Maintain vehicle and pedestrian access at all times to buildings within the limits of construction.

Definitions

The following definitions apply to this contract:

Lane Closures

Single lane and shoulder closures on IH 39/90 may be permitted during permitted lane and shoulder closure times for work required. 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 of this article. 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 assessments specified under the article “Lane Rental Fee Assessment”.

Shoulders may be closed if required by the work operation, but the right and left shoulder may not be closed in the same area at the same time nor closed at the same time with an opposite side lane closure.

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

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

Lane and Shoulder Closure Times

Shoulder closures on IH 39/90 are allowed for the duration of the project, except that shoulders in the same direction of travel may not be closed concurrently.

IH 39/90 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.

Permitted Lane Closure Times

DAY OF THE WEEK	IH 39/90
Monday - Thursday	12:00 AM – 5:00 AM 8:00 PM – 11:59 PM
Friday	12:00 AM – 5:00 AM 10:00 PM – 11:59 PM
Saturday	12:00 AM – 7:00 AM 8:00 PM – 11:59 PM
Sunday	12:00 AM – 9:00 AM 10:00 PM – 11:59 PM

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

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

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

Roadway Closures

Maintain traffic in each direction at all times on IH 39/90, as shown in the Construction Staging section of the plans except as follows:

Failure to reopen the roadway at the required times shall be subject to assessments specified under the article “Lane Rental Fee Assessment”.

Place Traffic Control Signs PCMS for all lane and roadway closures as shown on the plans at least seven days prior to the lane or roadway closure. The engineer will contact Jeff Gustafson at the Southwest Region Madison Office, (608) 516-6400, for placement approval. All lane closures are subject to the approval of the Region traffic engineer.

Property Access

Maintain access to properties along the project for local residents, businesses, and emergency vehicles.

Except during bridge demolition or placement of girders, the contractor shall maintain access for emergency vehicles to pass through the construction site on Lake Drive Rd. Do not store equipment or materials on Lake Drive Rd.

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

Advance Notification

Notify Dane County, the Town of Albion, the Town of Christiana, and Dane County Sheriff's Department 48 hours in advance of the start of work, closures of existing streets, and prior to traffic control changes. Notifications must be given by 4:00 PM on Thursday for any such work to be done on the following Monday.

Notify Edgerton School District two weeks prior to construction. Also notify them one week prior to traffic switches and lane closures.

Advance notification as described above is considered incidental to the Traffic Control 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 temporary clear zone for IH 39/90 is 30 feet.

Do not perform heavy equipment work in the IH 39/90 median or adjacent to the shoulder at any time unless protected by concrete barrier in both directions except during night work with permitted lane closures.

Store materials or park equipment a minimum of 30 feet from the edge of the IH 39/90 traveled way. Equipment may be parked in the median if it is protected by concrete barrier.

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

Portable Changeable Message Signs – Message Prior Approval

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

Wisconsin Lane Closure System Advanced Notification

Provide the following 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

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

Construction Access

Restrict work on IH 39/90 within closed shoulders as allowed by the plans or engineer. All construction access is subject to approval of the engineer.

Construction traffic cannot travel counter-directional adjacent to IH 39/90 traffic except behind temporary concrete barrier.

Construction traffic may cross exit and entrance ramps to get to work zones in Stage 2 or 3 during daytime hours only. The contractor shall use a flagger to direct construction vehicles across a ramp when a gap in ramp traffic is available. Ramp traffic shall not be flagged or stopped. The location of all crossings shall be in a visible location to ramp traffic and is subject to approval of the engineer.

The contractor shall not have heavy equipment and shall not stockpile materials on newly constructed pavement built in previous projects.

General Access

U-Turns at existing maintenance crossovers or temporary crossovers between IH 39/90 northbound and southbound will be allowed for construction vehicles when lane closures are in place for inside median northbound and southbound passing lanes.

Construction operations affecting the traveling public's safety on IH 39/90 will not be allowed during snow and ice conditions, or any other adverse weather conditions, unless approved by the engineer.

Delivery of equipment to IH 39/90 requiring the use of a semi tractor and trailer shall only occur during those hours identified as Permitted Lane Closure Times.

Delivery and removal of materials and equipment via IH 39/90 shall only take place during Permitted Lane Closure Times when a lane closure is in place.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 39/90 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, December 22, 2017 to 6:00 AM Tuesday, January 2, 2018 for Christmas and New Year's Day;
- From noon Friday, March 30, 2018 to 6:00 AM Monday, April 2, 2018 for Easter;
- From noon Friday, May 25, 2018 to 6:00 AM Tuesday, May 29, 2018 for Memorial Day;
- From noon Friday, June 29, 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 12:00 AM to 11:59 PM Monday, October 8, 2018 for Columbus Day.

stp-107-005 (20050502)

6. Utilities.

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

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

Alliant Energy (WPL) – Electric

Alliant Energy – Electric has both underground and overhead facilities in the project area, in the vicinity of the E. Church Road bridge. All known conflicts in this area have been addressed under a different state project (ID 1007-10-73). The contractor shall exercise caution when working near these facilities.

Alliant Energy – Electric has both underground and overhead facilities in the project area, in the vicinity of the CTH ‘A’ bridge. All known conflicts in this area have been addressed under a different state project (ID 1007-10-75). The contractor shall exercise caution when working near these facilities.

Alliant Energy – Electric has both underground and overhead facilities in the project area, in the vicinity of the Maple Grove Road bridge. All known conflicts in this area have been addressed under a different state project (ID 1007-10-79). The contractor shall exercise caution when working near these facilities.

Alliant Energy – Electric has both underground and overhead facilities in the project area, in the vicinity of the Edgerton Road bridge. All known conflicts in this area have been addressed under a different state project (ID 1007-11-75). The contractor shall exercise caution when working near these facilities.

The field contact for Alliant Energy – Electric is Mike Brolin, 4902 N. Biltmore Lane, Madison, WI 53718, telephone (608) 458-4871, email MichaelBrolin@alliantenergy.com.

Alliant Energy (WPL) – Gas

Alliant Energy – Gas has facilities in the project area but there are no anticipated conflicts with highway construction.

The field contact for Alliant Energy – Gas is Mike Brolin , 4902 N. Biltmore Lane, Madison, WI 53718, telephone (608) 458-4871, email MichaelBrolin@alliantenergy.com.

ATC Management Inc.

ATC Management Inc. has both underground and overhead facilities in the project area but are not anticipated to be in conflict with this project. The contractor shall exercise caution when working near these facilities.

The following items must be followed by the highway contractor when working around ATC facilities:

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

- Any damage to ATC facilities must be reported immediately to Doug Vosburg at telephone (608) 877-7650.
- Any proposed grade change of greater than 1-foot from what is shown on the plan, in the area of the transmission line structures must be approved by ATC prior to that grade change being constructed.
- Electrical fields under 345kV transmission lines can cause induced voltage on ungrounded equipment that is under the line (such as large vehicles). This can be uncomfortable to persons who come in contact with ungrounded equipment. The contractor is responsible for installing any grounding necessary on their equipment to minimize this issue.
- Transmission line structures may have multiple ground rods. These ground rods may be located a significant distance from the structure. All ground rods are connected to the structure via a ground wire and could be buried to a depth of 18-inches or deeper. If the ground rods are disturbed through highway construction activities, the location must be noted and promptly reported to ATC.
- Vehicles used for sign installations need to be sufficiently grounded. ATC cannot take an outage on those transmission circuits for installation or maintenance of the sign.
- The sign will pick up a voltage as it is being lifted into place unless an electrical connection between the ground and the sign is maintained.
- A minimum of 20 feet of clear space is required on all sides of the ATC pole and a truck or crane that may be used to install any signs.

The field contact for American Transmission Company is Doug Vosburg, 2489 Rinden Road, Cottage Grove, WI 53527, telephone (608) 877-7650, mobile (608) 438-7650, email dvosburg@atcllc.com.

AT&T Wisconsin

AT&T Wisconsin has both underground and overhead facilities in the project area but are not anticipated to be in conflict with this project. The contractor shall exercise caution when working near these facilities.

The field contact for AT&T Wisconsin is Carol Anason, 316 West Washington Avenue, Madison, WI, 53701, telephone (608) 252-2385, mobile (920) 475-2977, email ca2624@att.com.

Charter Communications

Charter has existing buried and overhead fiber optic lines in the vicinity of the CTH 'A' bridge. All known conflicts have been addressed under a different state project (ID 1007-10-75). The contractor shall exercise caution when working near these facilities.

Charter has existing buried and overhead fiber optic lines in the vicinity of the Maple Grove Road bridge. All known conflicts have been addressed under a different state project (ID 1007-10-79). The contractor shall exercise caution when working near these facilities.

Charter has existing buried and overhead fiber optic lines in the vicinity of the Lake Drive Road bridge. All known conflicts have been addressed under a different state project (ID 1007-11-75). The contractor shall exercise caution when working near these facilities.

The field contact for Charter Communications is David Moldenhauer, 1348 Plainfield Avenue, Janesville, WI 53545, telephone (608) 206-0494, email david.moldenhauer@charter.com.

Consolidated Koshkonong Sanitary District (CKSD)

Consolidated Koshkonong Sanitary District has underground facilities in the project area, in the vicinity of the USH 51/STH 73 interchange. No conflict is anticipated. The contractor shall exercise caution when working near these facilities.

The field contact for Consolidated Koshkonong Sanitary District is David Houfe, 328 E. Ellendale Road, Edgerton, WI 53534, telephone (608) 868-7191, mobile (608) 774-0490.

Frontier Communications

Frontier Communications has both underground and overhead facilities in the project area, in the vicinity of the E. Church Road bridge. All known conflicts in this area have been addressed under a different state project (ID 1007-10-73). The contractor shall exercise caution when working near these facilities.

Frontier Communications has both underground and overhead facilities in the project area, in the vicinity of the CTH 'A' bridge. All known conflicts in this area have been addressed under a different state project (ID 1007-10-75). The contractor shall exercise caution when working near these facilities.

Frontier Communications has both underground and overhead facilities in the project area, in the vicinity of the Maple Grove Road bridge. All known conflicts in this area have been addressed under a different state project (ID 1007-10-79). The contractor shall exercise caution when working near these facilities.

Frontier Communications has both underground and overhead facilities in the project area, in the vicinity of the Lake Drive Road and Hammen Road. All known conflicts in this area have been addressed under a different state project (ID 1007-11-75). The contractor shall exercise caution when working near these facilities.

The field contact for Frontier Communications is Ed Stieber, 100 Communication Drive, Sun Prairie, WI 53590, telephone (608) 837-1410, mobile (608) 325-7048, email edward.o.stieber@ftr.com.

Rock Energy Cooperative

Rock Energy Cooperative has existing underground and overhead facilities located along the south side of Lake Drive Road. Some of these facilities will either be removed or discontinued in place.

Rock Energy Cooperative will install a three-phase underground cable on the south side of the Lake Drive Road bridge crossing of I-39. This cable will be a minimum of 8-feet below finished grade. The contractor shall exercise caution when working near these facilities.

This work was completed in May 2017.

The field contact for Rock Energy Cooperative is Lynn Maier, 2815 Kennedy Road, Janesville, WI 53547-1758, telephone (608) 752-4550, mobile (608) 289-4149, email lynnm@rock.coop.

Windstream

Windstream has both underground and overhead facilities in the project area, in the vicinity of the USH 51/STH 73 interchange. All known conflicts in this area have been addressed under a different state project (ID 1007-10-72). The contractor shall exercise caution when working near these facilities.

The field contact for Windstream is Nathan Becker, 13935 Bishops Drive, Brookfield, WI 5353005, telephone (262) 792-7938, mobile (414) 313-9032, email nathan.becker@windstream.com.

7. Contract Award and Execution.

Supplement standard spec 103 as follows:

103.9 Mobilization Workshops

103.9.1 Workshop Schedule

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

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

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

103.9.2 Workshops

103.9.2.1 Initial Work Plan

103.9.2.1.1 General

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

- Contractor responses to the attached Project Questionnaire.
- Department presentation of the use of CPM scheduling on the project.
- Contractor presentation of the conceptual work plan for the project.
- Department and contractor discussion of the level of detail and features in the Initial Work Plan Schedule and the Baseline CPM Progress Schedule.

103.9.2.1.2 Project Questionnaire

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

General Information

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

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

Construction Engineering

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

Subcontractors

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

Permanent Material Suppliers

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

Quality Control (where applicable)

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

Organization Chart

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

Work Rules

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

Maintenance of Traffic

- Provide the name of your Traffic Control Manager and qualifications indicating the firm's experience in similar major construction projects. The resume shall include similar projects with references. (Note: references are only for verification of work scope performed).
- Attach a copy of your Preliminary Schedule indicating your approach to achieving the substantial completion schedule.
- Include an outline of your approach to the maintenance of traffic and how you shall stage the construction to meet the substantial completion schedule including planned locations for local street and freeway access into and out of the work zones for each stage of construction.

Construction

- Provide the approach (resources, equipment, suppliers, number of crews, and where required ground support systems) for the following activities:
 - Retaining wall construction by type of work
 - Bridge demolition
 - Roadway structural section
 - Roadway excavation
 - Underground construction
 - Office and yard facilities

103.9.2.2 Cost Reduction Incentives & Submittals

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

Cost Reduction Incentives

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

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

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

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

Submittals

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

1. Review the project special provisions.
2. Categorize submittals into functional areas including but not limited to:
 - MSE Retaining Walls
 - Temporary Shoring
 - Falsework and Formwork
 - Girder Shop Drawings, Fabrication, and Delivery Dates
 - Steel Transportation, Delivery, and Erection
 - Structure Demolition Plans

- Pile Hammers and High Capacity Piling
 - Concrete/ Asphalt
 - Materials
 - ITS / Lighting
 - Traffic Signals
 - Sanitary Sewer and Water
 - Permits
3. Develop a schedule for submittals. Submittal schedule data shall be incorporated into CPM progress schedule to reflect submittal preparation durations and dates, submittal approval durations and dates, and material fabrication periods with forecasted delivery dates. Reference Baseline CPM Progress Schedule in these special provisions.

103.9.2.3 Utility Coordination

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

1. At a minimum, the following key personnel will attend the Utility Coordination Meeting.
 - Department's Utility Coordinator
 - Contractor's Project Manager, Foreman, Supervisor
 - Designer Team's Utility Coordinator
 - Key Utility Company Representative(s)
2. At a minimum, the Utility Coordination Meeting will include a review of the following:
 - Summary of all required utility relocations on the project
 - Special provisions addressing utility work
 - Sharing of contact information
 - Scheduling of work for utility relocation(s) including critical milestones and staging for the work
 - Contractor's work schedule and anticipated conflicts with the utility's construction schedule.

103.9.2.4 Baseline CPM Scheduling

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

103.9.2.5 Work Force Opportunities

The Work Force Opportunities workshop will provide a venue for contractors to have meaningful dialogue with TrANS providers regarding the hiring of TrANS graduates. For

the prime contractor and the subcontractors, provide staff with hiring authority to participate in a job-matching session during this workshop. The workshop will take place on the same day and in the same location as the pre-construction meeting. The workshop participants will at a minimum:

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

(1/5/2017)

8. Other Contracts.

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

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

The following contracts are anticipated to be under construction within the time period of the contract, unless otherwise indicated:

Project 1005-10-71/72

This project involves reconstruction of northbound and southbound IH 39/90 from Knutson Road to the north Rock County line, Rock County in 2016 through 2018. Traffic control coordination with this project will be required.

Project 1007-11-71

This project involves reconstruction of northbound IH 39 from East Church Road to Church Street, Dane County in 2018. Traffic control coordination with this project will be required.

9. Timely Decision Making Manual.

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

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

Timely Decision Making Manual (TDM)

stp-105-005 (20151210)

10. Erosion Control.

Add the following to standard spec 107.20:

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.

(5/14/2013)

11. Public Convenience and Safety.

Replace standard spec 107.8(6) with the following:

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.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Jennifer Grimes at (608) 884-1147.

stp-107-054 (20080901)

13. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

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

14. Erosion Control Structures.

Within seven calendar days after the commencement of work on the bridge superstructure, place all permanent erosion control devices, including riprap, erosion mat, ditch checks, seed, fertilizer, mulch, soil stabilizer, or any other item required by the contract or deemed necessary by the engineer. These devices shall be in place in the area under the bridge and on both sides of the roadway, from the waterway to a point 100-feet behind the backwall of the abutment. Within said limits, place these devices to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as directed by the engineer. Prior to initial construction operations, place turbidity barriers, silt screens, and other temporary erosion control measures as shown on the plans, and remove them after the permanent erosion control devices are in place unless directed otherwise by the engineer.

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.
stp-107-070 (20030820)

15. Environmental Protection, Treatment of Water Adjacent to Wetlands or Waterways.

Spoil material shall be stockpiled on uplands an adequate distance from a stream, wetland, and/or any open water created by excavation. Filter fabric silt fence shall be installed between spoil material and the stream or wetland, and between the entire disturbed area and the waterway.

If dewatering is required for any reason, the water must be pumped into a properly sized and constructed settling basin before the clean/filtered water is allowed to enter any waterway or wetland. The “clean/filtered” water must be free of suspended solids and contaminants. A properly designed and constructed settling basin will take into consideration the amount of space for construction, desired pumping speed, number/size of pumps likely to be used, and the sedimentation rate of soils to be encountered. See DNR Technical Standard 1061 for method selection by soil type. The final dewatering plan must be submitted and approved in the ECIP. Cost of dewatering is considered incidental to construction.

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

James Gondek, License Number AII-108099 and Angela Voit, License Number 112673, inspected Structure B-13-176 and B-13-208 for asbestos on December 5-7, 2005. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Jennifer Grimes, (608) 884-1147.

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at

least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Jennifer Grimes, WisDOT SW Region, 2101 Wright Street, Madison, WI 53704 and DOT BTS-ESS attn: Hazardous Materials Specialist, PO Box 7965, Madison, WI. 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

Site Name: Structure B-13-176, IH 90 eastbound over Lake Drive Rd
Site Address: Lat: 42°51'17"N, Long: 89°02'12"W
Section 35 Town 5N Range 12E Town-Albion
Ownership Information: WisDOT Transportation SW Region, 2101 Wright Street, Madison, WI 53704-2583
Contact: Mark Sponem
Phone: (608) 884-1174
Age: 56 years old. This structure was constructed in 1961 and widened in 2011.
Area: 8950 SF of deck

Site Name: Structure B-13-208, IH 90 eastbound-USH 51 southbound over Br Saunders Creek
Site Address: Lat: 42°53'16"N, Long: 89°04'12"W
Section 22 Town 5N Range 12E Town-Albion
Ownership Information: WisDOT Transportation SW Region, 2101 Wright Street, Madison, WI 53704-2583
Contact: Mark Sponem
Phone: (608) 884-1174
Age: 56 years old. This structure was constructed in 1961, deck work in 1981 and 2012, widening in 2016.
Area: 2341 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.

stp-107-125 (20120615)

17. Notice to Contractor – New or Revised Temporary Construction Access to I-39/90.

Traffic control and staging plans/details contained within the project plans shall be followed by the contractor. The contractor's use of any construction access point(s) to I-39/90 which is/are not shown in the plans is prohibited without the prior written approval from FHWA

and the department. To obtain written approval for temporary access to I-39/90 during construction, the contractor shall provide the following:

Details on existing or new project plan sheets that show:

- The location, dimensions, grades, and slopes for any new/revised temporary construction access point(s) to I-39/90.
- Traffic control measures that are required to manage this access change.
- Traffic control measures that are required to secure/close any new/revised construction access points when not in use.
- Erosion control measures required to manage this change, including the location(s) of any tracking pad(s).

Written summary of proposed temporary construction access change including:

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

The above information shall be provided to the engineer a minimum of 14 calendar days prior to the contractor's anticipated implementation of the new/revised temporary construction access to I-39/90. The request will be reviewed, and if warranted, concurred with designated I-39/90 CMT Traffic and Project staff, the engineer, and WisDOT Central Office Field Construction Coordinator (if warranted). If these parties concur with the request, it will be forwarded to FHWA for review and processing a minimum of 7 calendar days in advance of the contractor's anticipated implementation.

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

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

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

(10/3/2016)

18. Notice to Contractor – Revisions to Traffic Control Plans.

The traffic control and staging plans/details contained within the project plans have been developed from an FHWA approved Transportation Management Plan (TMP). According to TMP requirements, the department shall revise the TMP during construction if conditions warrant. This specification shall be followed to obtain concurrence for implementation of

any proposed changes to construction phasing/staging that will affect the traffic patterns depicted in the plans.

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

Detail on existing or new project plan sheets that show:

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

Written summary of proposed traffic control change including:

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

The request will be reviewed, and if warranted, concurred with designated I-39/90 Corridor Management Team (CMT) staff, the engineer, and WisDOT Central Office Field Construction Coordinator (if warranted). If the request is approved, it will be forwarded to FHWA for review and processing a minimum of 7 calendar days in advance of the contractor's anticipated implementation.

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

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

(10/3/2016)

19. Notice to Contractor - Airport Operating Restrictions – Site Specific.

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

Project ID	Structure	Location	Latitude	Longitude	Heights	Issue Date	Expiration Date	Aeronautical Study No.
1007-11-74	Crane (Temporary for B-13-704)	Saunders Creek	42-53-16 N NAD 83	89-04-12 W	160 feet AGL 1010 feet AMSL	03/15/17	09/15/18	2017-AGL-2779-OE

As a condition of the determination, cranes shall be marked and/or lit according to FAA Advisory Circular 70/7460-1 L Change 1, Obstruction Marking and Lighting, flags/red lights – Chapters 3 (Marked), 4, 5 (Red) and 12.

For all other locations not listed under the lighting requirements above, marking and lighting are not necessary for aviation safety. However, if marking and/or lighting are accomplished on a voluntary basis, the contractor is encouraged to install and maintain it according to FAA Advisory Circular 70/7460-1 L.

Lower any temporary structure (i.e. crane) to the ground when not in use and also during the hours between sunset and sunrise.

Notify the manager of Jana Airport at (608) 884-3403 at least three business days prior to any temporary structure being erected and again when the temporary structure is removed from the site.

Any height of a temporary structure exceeding above ground level (AGL) or above mean sea level (AMSL), as listed in the determination will warrant a Determination of Hazard to Air Navigation. A temporary structure lower than the heights listed in the determination at the same location may not have the same requirements listed in this article, however the contractor is responsible for applying the Part 77 Notice Criteria and may require a separate notice to the FAA.

The determination expires unless extended, revised or terminated by the issuing FAA office. If an extension is needed, the contractor must request an extension to the effective period of the determination. The request for extension of the effective period of the determination must be e-filed at least 15 days prior to the expiration date. After re-evaluation of current operations in the area of the structure to determine that no significant aeronautical changes have occurred, the determination may be eligible for one extension of the effective period.

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

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

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

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

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

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

20. Design Model Data.

The department will provide design model data for project 1007-11-74. The data provided is for the bidder's general knowledge only and is not a part of the contract. The department assumes no responsibility for discrepancies between the data provided and the contract documents.

The department will provide the following design model data before the project let date; files are available for download at the following location (*insert hyperlink*).

The pre-let design model data consists of the following:

1. Field Control data, LandXML v1.2 file
2. Reference line alignments and proposed profile information, LandXML v1.2 file
3. Surface models in LandXML v1.2, and in AutoCAD DWG files containing 3D face objects representing surface TIN triangles of surface models as follows:
 - a. Existing ground surface
 - b. Ultimate top surface
 - i. Top of topsoil outside the roadway subgrade shoulder points extended to the slope intercepts.
 - ii. Top of shoulder and top of pavement within the roadway subgrade.
 - c. Ultimate datum surface
 - i. Top of topsoil outside the roadway subgrade shoulder points extended to the slope intercepts.
 - ii. Subgrade surface within the roadway subgrade shoulder points.
 - d. Ultimate top of subbase surface
 - e. Ultimate base course surface
4. Right of Way in LandXML v1.2 files right-of-way and easement line as alignments
5. Slope stake report
6. Surface Model outer boundaries, 3D in AutoCAD DWG file
7. Superelevation transition information in a comma separated value (csv) text file
8. Proposed roadway features, 2D in AutoCAD DWG files
9. Existing topographic mapping, 2D in AutoCAD DWG files
10. Metadata information

Upon request, the department will provide the following design model data 14 days after the project let date.

The post-let design model data consists of the following:

1. Surface models in LandXML v1.2, and in AutoCAD DWG files containing 3D face objects representing surface TIN triangles of surface models as follows:
 - a. Ultimate pavement surface, post let delivery upon request only.
2. All proposed surface model longitudinal breaklines, 3D in AutoCAD DWG file (3/29/2017)

21. Notice to Contractor - Construction Safety.

Supplement standard spec 107 as follows:

Description

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

Definitions

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

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

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

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

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

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

General Requirements

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

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

Safety Representative Requirements

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

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

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

Requirements for Construction Health and Safety Programs

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

Traffic Control and Vehicle Collision Prevention/Risk Reduction

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

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

Personal Protective Equipment (PPE)

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

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

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

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

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

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

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

Walking and Working Surfaces

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

Excessive Driving Hours/Extended Work Shifts

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

Cranes and Hoists.

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

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

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

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

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

Documentation and Records

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

- a. Written Safety Plan for Work Activities to be Performed
- b. Names of Safety Representatives and copies of their OSHA 10-Hour Occupational Safety and Health Training Course in Construction Safety and Health training cards.
- c. Names of Competent Persons and Qualified Persons (if required by OSHA for the work performed).
- d. Reports of inspections of the job sites, materials, and equipment [29 CFR 1926.20(b)(2)].
- e. Documentation that the SR has communicated and distributed materials from the Construction Safety Awareness Training to their site workers. At a minimum this will include a dated sign-in sheet with the names and signatures of the workers trained. The department will provide a sign-in sheet template electronically.
- f. Project site OSHA 300 Log (no worker names)[29 CFR 1904.29]
- g. Project site OSHA 301 Incident Report (no worker names) [29 CFR 1904.29]
- h. Hazard Communication Program [29 CFR 1926.59]
 - i. Hazardous Chemical Inventory,
 - ii. Location of Safety Data Sheets (SDSs)
 - iii. Hazard Warning Symbols
 - iv. Information and training requirements.
- i. Exposure Monitoring results (if monitoring is required under a specific OSHA standard-no worker names)
- j. Crane operator certifications (if applicable)
- k. Fall Protection Plan (if applicable) [29 CFR 1926.500-.503 and 1926.104]
- l. Confined Space Entry Procedures (if applicable). [29 CFR 1926.1200-.1213]
- m. Lockout/Tagout Procedures (if applicable). [29 CFR 1926.417 and .702]
- n. Respiratory Protection Program (if applicable) [29 CFR 1926.103 and 1910.134(c)]
- o. Emergency Action Plan [29 CFR 1926.35]
 - v. Emergency escape procedures and emergency escape route assignments
 - vi. Procedures to be followed by employees who remain to operate critical equipment before they evacuate
 - vii. Procedures to account for all employees after emergency evacuation has been completed

- viii. Rescue and medical duties for those employees who are to perform them;
 - First Aid and Medical Treatment Procedures [29 CFR 1926.50]
 - Equipment and Supplies
 - Names of persons certified in first aid
 - Location of the nearest medical facility.
- ix. The preferred means of reporting fires and other emergencies
- x. Prime contractor's alarm system
- xi. Names or regular job titles of persons who can be contacted for further information or explanation of duties under the plan.
- p. Fire Protection Program (if applicable) [29 CFR 1926.150]
- q. Fire Prevention Plan and Hot Work Permit procedures (if applicable) [29CFR 1926.352]

(2/21/17)

22. 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 permitted lane closure times. The contractor will incur a Lane Rental Fee Assessment for each lane closure outside of the permitted 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 permitted 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.

Coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project. If other projects are in the vicinity of this project, coordinate lane closures to run concurrent with lane closures on adjacent projects when possible. When lane closures on adjacent projects extend into the limits of this project, Lane Rental Fee Assessments will only occur if the closure facilitates work under this contract.

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 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.
stp-108-065 (20161130)

23. Clearing and Grubbing.

Add the following to standard spec 201.3:

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

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

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

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

Mountain ash (*Sorbus Americana* and *S. decora*) is not a true ash and is not susceptible to EAB infestation.

The contractor shall be responsible for hiring a certified arborist to identify all ash trees that will be cleared and grubbed for the project. In addition, prior to scheduled clearing and grubbing activities, the arborist shall mark all ash trees with flagging tied around the trunk perimeter (florescent lime is suggested as it isn't identified with other project activities).

Follow and obey the following DATCP order:

ATCP 21.17 Emerald Ash Borer, Import Controls and Quarantine

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

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

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

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

2. Regulated items.

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

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

Regulatory Considerations

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

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

Chipped ash trees

- 1) May be left on site if used as landscape mulch within the project limits. If used as mulch on site, chips may not be applied at a depth greater than standard mulch applications as this will impede germination of seeded areas.
- 2) May be buried on site within the right-of-way according to standard spec 201.3 (14).
- 3) May be buried on adjacent properties to projects within the quarantined zone with prior approval of the engineer according to standard spec 201.3 (15).
- 4) May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).

(8/18/2014)

24. Removing Old Structure Over Waterway With Minimal Debris Station 1680+00'SB', Item 203.0600.S.001.

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

Add the following to standard spec 203:

203.3.6 Removals Over Waterways and Wetlands

203.3.6.2 Removing Old Structure Over Waterway with Minimal Debris

- (1) Remove the existing Structure B-13-208 over the Branch Saunders Creek in large sections and conforming to the contractor's approved structure removal and clean-up plan. During superstructure removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.
- (2) Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:

- Methods and schedule to remove the structure.
 - Methods to control potentially harmful environmental impacts.
 - Methods for superstructure removal that prevent all large pieces and minimize the number of small pieces from entering the waterway or wetlands.
 - Methods to control dust and contain slurry.
 - Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
 - Methods for cleaning the waterway or wetlands.
- (3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0600.S.001	Removing Old Structure Over Waterway With Minimal Debris Station 1680+00'SB'	LS

stp-203-020 (20170615)

25. Removing Crash Cushions, Item 204.9060.S.001.

A Description

This special provision describes Removing Crash Cushions in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Crash Cushions by each, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.001	Removing Crash Cushions	EACH

stp-204-025 (20150630)

26. Embankment Construction.

Replace standard spec 205.3.2(4) with the following:

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

27. Roadway Excavation.

Add the following to standard spec 205.5.2(1):

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

Identify on the earth flow diagram, all excavation material within the project; material shrinkage and swell factors; acceptable on-site material available for use as embankment within the project; anticipated off-site material that will be required for use as embankment within the project (if applicable); and anticipated material to be disposed of off-site (if applicable). It is the sole responsibility of the contractor to prepare their individual investigation and testing program to establish material shrinkage and swell factors.
(6/29/2015)

28. Borrow.

Replace standard spec 208.1(1) with the following:

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

Delete standard spec 208.2.2(2).

Add the following to standard spec 208.3:

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

Add the following to standard spec 208.4:

The department will not measure embankment material from its source.

Add the following to standard spec 208.5:

The department will not pay directly for work specified under this section pertaining to Borrow. This work is included in the Roadway Embankment bid item.
(5/31/2016)

29. Select Borrow.

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

Materials

Furnish and use material that consists of granular material meeting the following requirements: Maximum particle size of 12 inches when measured from any face. The material passing the No. 4 sieve shall have a maximum of 15% by weight passing the No. 200 sieve.

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

Measurement

Replace standard spec 208.4 with the following:

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

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

If it is not possible to compute volumes of select borrow by the method of average end areas due to erratic location of isolated deposits, the department may compute the volumes by alternative methods involving three-dimensional measurements.

The department will not measure select borrow material beyond the limits of the required slopes as shown on the plans.
(11/29/2016)

30. 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. ^{[1] [2]}
> 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 specification gradation limits as follows:
 1. Control limits are at the upper and lower specification limits.
 2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
 3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
 4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When two consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 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 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 (20170615)

31. Base Aggregate Dense 3/4 –Inch.

Revise standard spec 301.2.4.3 as follows:

Furnish aggregate classified as crushed stone, from a department-approved quarry, for 3/4-inch base when used in the top 3 inches of the unpaved portion of the shoulder or for unpaved driveways and field entrances.

(1/5/2017) (SWR 305.01-09212015)

32. Base Aggregate Dense 1 1/4-Inch.

Revise standard spec 305.2.2.1 when base is $\geq 50\%$ crushed gravel as follows:

Use 1 1/4-inch base aggregate that conforms to the following gradation requirements.

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

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

(1/5/2017) (SWR 305.02-08032016)

33. Concrete Pavements.

This special provision describes specialized material requirements for aggregates used in Concrete Pavements. Conform to standard specs 415 and 501, as modified in this special provision. Conform to standard spec 715 for QMP Concrete Pavement and Structures.

Replace standard spec 501.2.5.4.1 with the following:

501.2.5.4.1 General

(1) The department will sample and test aggregates as follows:

LA Wear (100 and 500 revolutions).....AASHTO T 96

Sodium Sulfate Soundness (R-4, 5 cycles).....AASHTO T 104

Freeze-Thaw Soundness.....AASHTO T 103

Lightweight Pieces^[1]..... AASHTO T 113

^[1] Material having a bulk specific gravity (saturated surface-dry basis) of less than 2.45. Determine the percentage of lightweight pieces by dividing the weight of lightweight pieces in the sample retained on the 3/8-inch sieve by the weight of the total sample.

- (2) Contact the engineer a minimum of 4 weeks prior to paving to collect a sample of the aggregates proposed for the project. The engineer will obtain the sample, or observe the contractor obtaining the sample. The sampler must be HTCP certified to sample aggregates.
- (3) The department will randomly sample coarse aggregate for lightweight pieces testing at least once per 10,000 cubic yards during placement of concrete pavement.
- (4) Use clean, hard, durable crushed gravel or crushed limestone free of an excess of thin or elongated pieces, frozen lumps, vegetation, deleterious substances, or adherent coatings considered injurious.
- (5) Use virgin aggregates only.

Replace the first paragraph of standard spec 501.2.5.4.2 with the following:

- (1) The amount of deleterious substances must not exceed the following percentages:

DELETERIOUS SUBSTANCE	PERCENT BY WEIGHT
Shale.....	1.0
Coal	1.0
Clay lumps	0.3
Soft fragments	5.0
Any combination of above.....	5.0
Thin or elongated pieces based on a 3:1 ratio.....	15.0
Materials passing the No. 200 sieve	1.5
Lightweight Pieces.....	5.0

Replace the first paragraph of standard spec 501.2.5.4.3 with the following:

- (1) The percent wear shall not exceed 40, the weighted soundness loss shall not exceed 9 percent, and the weighted freeze-thaw average loss shall not exceed 12 percent.
(10/26/2016)

34. Optimized Aggregate Gradation and Concrete Mixtures.

A Description

This special provision describes optimized aggregate gradation, optional optimized mixture designs, and associated additional requirements for class 1 concrete used in concrete pavements. Conform to standard specification part 7 and as follows:

Optimized Aggregate Gradation

A Job Mix Formula (JMF) contains all of the following:

1. Proportions for each aggregate fraction conforming to Table 1.
2. Individual gradations for each aggregate fraction.
3. Composite gradation of the combined aggregates including working ranges on each sieve according to Table 2.
4. Submit the target JMF and aggregate production gradation test results to the engineer for review 10 business days before initial concrete placement.

TABLE 1 TARANTULA CURVE GRADATION BAND

SIEVE SIZES	PERCENT RETAINED
2 in.	0
1 1/2 in.	≤5
1 in.	<16
3/4 in.	<20
1/2 in.	4-20
3/8 in.	4-20
No. 4	4-20
No. 8 ^[1]	<12
No. 16 ^[1]	<12
No. 30 ^{[1] [2]}	4-20
No. 50 ^[2]	4-20
No. 100 ^[2]	≤10
No. 200 ^[2]	≤2.3

^[1]Minimum of 15% retained on the sum of the #8, #16, and #30 sieves.

^[2]Conform to 24-34% retained of fine sand on the #30-200 sieves.

TABLE 2 JMF WORKING RANGE

SIEVE SIZES	WORKING RANGE ^[1] (PERCENT)
2 in.	±5
1 1/2 in.	±5
1 in.	±5
3/4 in.	±5
1/2 in.	±5
3/8 in.	±5
No. 4	±5
No. 8	±4
No. 16	±4
No. 30	±4
No. 50	±3
No. 100	±2
No. 200	≤ 1.6

^[1]Working range limits of composite gradation based on moving average of 4 tests.

Test each component aggregate once per 1,500 cubic yards during concrete production. Take samples by one of the following sampling methods:

1. At the belt leading to the weigh hopper.
2. Working face of the stock piles at the concrete plant if approved by the engineer.

The department will take independent QV samples using the same sampling method the contractor uses for QC sampling. QV samples may be taken by the contractor's QC personnel if witnessed by the department's QV personnel. The department will split each QV sample and retain half for all dispute resolutions. 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.

If, during concrete production, the moving average of four for any sieve fall outside the allowable JMF working range do the following:

1. Notify the engineer of the test results within 1 business day from the time of sampling;
2. Make immediate adjustments to the JMF, within the limits specified in Table 3;
3. Review JMF adjustments with the engineer. Both the contractor and engineer will sign the adjusted JMF if the adjustments comply with Table 3.
4. If the moving average of four falls outside the adjusted allowable working range, stop production and provide a new mix design including JMF to the engineer.

TABLE 3 ALLOWABLE JMF ADJUSTMENTS

SIEVE SIZES	ALLOWABLE ADJUSTMENT (PERCENT)
\geq No. 4	± 5
No. 8 – No. 30	± 4
No. 50	± 3
No. 100	± 2

Dispute Resolution

The department will resolve disputes as specified in standard spec 106.3.4.3.5 using QV split samples.

Sublot and Lot Size

A sublot consists of up to 1,500 cubic yards. A lot consists of two sublots.

Optimized Concrete Mixtures

The contractor may use a reduced cementitious content for concrete pavement placed if the contractor does the following:

1. Use an optimized aggregate gradation as defined in this special provision.
2. Conform to the additional testing requirements for flexural strength as specified in the contract special provisions.
3. Submit aggregate gradation result records no more than 2 years old when developing the mix design.
4. Determine the volume of voids in the optimized aggregates using ASTM C29.
5. Download and follow the instructions tab of the Optimized Gradation and Mix Design Spreadsheet located at:

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

6. Design an appropriate paste content based upon the Performance-based PCC Mix Design Guide located at:

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

7. Provide a minimum $V_{\text{paste}}/V_{\text{voids}}$ of 1.25. (Paste/Void ratio equals the volume of paste divided by the volume of voids.).
8. Evaluate workability of trial batches by following section 6.8 of AASHTO Draft Performance Engineered Concrete Pavement Mixtures Specifications located at:

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

9. Submit trial batch workability results when submitting the mix design.
10. Submit the CP Tech center computer spreadsheet concrete mix design to the engineer for review at least 3 business days before producing concrete.
11. Provide a minimum cement content of 520 pounds per cubic yard, except if using type I, II, or III cement in a mix where the geologic composition of the coarse aggregate is primarily igneous or metamorphic materials, provide a minimum cement content of 660 pounds per cubic yard.
12. The contractor may use class C fly ash or grade 100 or 120 slag as a partial replacement for cement. For binary mixes use up to 30% fly ash or slag. For ternary mixes use up to 30% fly ash plus slag in combination. Replacement values are in percent by weight of the total cementitious material in the mix.
13. See CMM 8-70.2.2.3 for additional guidance.

(1/31/17)

35. Concrete Protective Surface Treatment.

Modify standard spec 415 as follows:

415.3.6 Placing Concrete

Add the following as standard spec 415.3.6.4:

415.3.6.4 Concrete Protective Surface Treatment

- (1) This specification applies to all sawed concrete joints on the IH 39/90 interstate mainline and ramps, also including sawed joints on concrete shoulders, and to all concrete placement methods. Treat sawed surfaces of transverse and longitudinal joints with a silane joint sealant found on the department approved products list for Concrete Protective Surface Treatments. Prepare surface by pressure washing all saw slurry from sawed joints and allow to dry thoroughly prior to application of silane sealer. Apply the product directly to the interior of the sawed joint. Do not use the broadcast spray method of application.

(1/5/2017)

36. Concrete Pavement Joint Layout, Item 415.5110.S.

A Description

This special provision describes providing a concrete pavement or concrete base joint layout design for intersections and marking the location of all joints in the field

B (Vacant)

C Construction

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete to prevent uncontrolled cracking. Submit a joint layout design to the engineer at least seven calendar days before paving each intersection. Do not lay out joints until the engineer has reviewed the joint layout design. Mark the location of all concrete joints in the field. Follow the plan details for joints in concrete making adjustments as required to fit field conditions.

D Measurement

The department will measure Concrete Pavement Joint Layout as a single lump sum unit for all joint layout designs and marking, 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
415.5110.S	Concrete Pavement Joint Layout	LS

Payment is full compensation for providing the intersection joint layout designs and marking all joints in the field.

The department will adjust pay for crack repairs as specified in standard spec 415.5.3 stp-415-020 (20170615)

37. 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 ¾-inches and a minimum depth of ¾-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.
stp-415-100 (20140630)

38. HMA Pavement Modification.

A Description

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

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

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

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

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

(07/13/2016)

39. Ice Hot Weather Concreting, Item 501.1000.S.

Conform to standard spec 501.3.8.2 except the department will pay for ice at the contract unit price under the Ice Hot Weather Concreting bid item. This special provision only applies to work done under the following contract bid items:

Concrete Masonry Bridges	Concrete Masonry Retaining Walls
Concrete Masonry Bridges HES	Concrete Masonry Retaining Walls HES
Concrete Masonry Culverts	Concrete Masonry Endwalls
Concrete Masonry Culverts HES	Concrete Masonry Overlay Decks
High Performance Concrete (HPC) Masonry Structures	

Replace standard spec 501.4 and 501.5 with the following:

501.4 Measurement

- (1) The department will measure Ice Hot Weather Concreting by the pound, acceptably completed, measured only if the conditions prescribed in standard spec 501.3.8.2 are met.

501.5 Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
501.1000.S	Ice Hot Weather Concreting	LB

- (2) Payment for Ice Hot Weather Concreting is full compensation for ice used to cool concrete placed in hot weather as specified in standard spec 501.3.8.2.
- (3) The department will not pay directly for the concrete specified under this section. Concrete is incidental to the various bid items using it. Payment under those bid items includes providing all materials, including aggregates and associated aggregate source testing, cement, fly ash, slag, and admixtures; for preparing, transporting, storing, protecting and curing concrete; and for contractor requirements related to testing specified in standard spec 501.3.10.
- (4) If required to remove and replace any concrete damaged by lack of proper protection. Perform this work at no expense to the department.
stp-501-010 (20151210)

40. High Performance Dowel Bars Special.

A Description

This special provision describes the optional use of high performance dowel bars for use in mainline pavement. The contractor can use dowels as defined in standard spec 505.2.6.2 or as described below.

B Materials

Replace standard spec 505.2.6.2(1) with the following when using high performance dowel bars:

- Bars with a fully bonded longitudinal glass fiber reinforced polymer (GFRP) corrosion shield conforming to the GFRP materials requirements of AASHTO LRFD Bridge Design Guide Specifications for GFRP Reinforced Concrete Bridge Decks and Traffic Railings.
- Ensure that the bars have a smooth finished GFRP surface coating 0.125 inches thick or thicker over ASTM A615 grade 60 or higher carbon steel.
- Ensure that the bars are straight, round, smooth, and free from burrs or other deformations detrimental to the free movement of the bar in the concrete.

41. Bar Steel Reinforcement HS Stainless Structures, Item 505.0800.S.

A Description

This special provision describes furnishing and placing stainless steel reinforcing bars and associated stainless steel bar couplers.

Conform to standard spec 505 as modified in this special provision.

B Materials

B.1 General

Furnish stainless steel reinforcing bars conforming to ASTM A955 and to one of the following Unified Numbering System (UNS) designations: S31653, S31803, S32205, or S32304. Supply grade 60 bars, all of the same UNS designation. Conform to the chemical composition specified for the given UNS designation in ASTM A276 table 1.

Supply bars that are free of dirt, mill scale, oil, and debris by pickling to a bright or uniform light finish. The department may reject bars displaying rust/oxidation, questionable blemishes, or lack of a bright or uniform pickled surface.

Furnish chairs or continuous supports made of stainless steel or recycled plastic to support high-strength stainless bar steel reinforcement subject to the plastic chair restriction stated in standard spec 505.3.4(1).

Furnish couplers made from one of the UNS alloys allowed for bar steel.

Furnish tie wire made from one of the UNS alloys allowed for bar steel or from an engineer-approved plastic or nonmetallic material. Ensure that stainless steel tie wire is dead soft annealed.

B.2 Fabrication

Before fabrication, supply test results from an independent testing agency certifying that the reinforcement meets the requirements of Annex A1 of ASTM A955.

Bend bars conforming to standard spec 505.3.2 and according to ASTM A955. Bend and cut bars using equipment thoroughly cleaned or otherwise modified to prevent contamination from carbon steel or other contaminants. Use tools dedicated solely to working with stainless steel.

B.3 Control of Material

Identify reinforcement bars delivered to the project site with tags bearing the identification symbols used in the plans. Include the UNS designation, heat treat condition, heat number, grade corresponding to minimum yield strength level, and sufficient documentation to track each bar bundle to a mill test report.

Provide samples for department testing and acceptance according to CMM 8-50 Exhibit 1 requirements for concrete masonry reinforcement for uncoated bar steel.

Provide mill test reports for the project that do the following:

1. Verify that sampling and testing procedures and test results conform to ASTM A955, ASTM A276 table 1, and these contract requirements.
2. Include a chemical analysis with the UNS designation, heat lot identification, and the source of the metal.
3. Include tensile strength, yield strength, and elongation tests results conforming to ASTM A955 for each size furnished.
4. Certify that the bars have been pickled to a bright or uniform light finish.

C Construction

C.1 General

Ship, handle, store, and place the stainless steel reinforcing as follows:

1. Separate from regular reinforcement during shipping. Pad points of contact with steel chains or banding, or secure with non-metallic straps.
2. Store on wooden cribbing separated from regular reinforcement. Cover with tarpaulins if stored outside.
3. Handle with non-metallic slings.
4. Do not flame cut or weld. Protect from contamination when cutting, grinding, or welding other steel products above or near the stainless steel during construction.
5. Place on plastic or stainless steel bar chairs. If placing stainless steel chairs on steel beams, use chairs with plastic-coated feet.
6. Tie with stainless steel wire or an engineer-approved plastic or nonmetallic material.

Do not tie stainless steel reinforcing bars to, or allow contact with, uncoated reinforcing bars or galvanized steel. Maintain at least 1-inch clearance between stainless steel bars or dowels and uncoated or galvanized steel. Where 1-inch clearance is not possible, sleeve bars with a continuous polyethylene or nylon tube at least 1/8-inch thick extending at least 1 inch in each direction and bind with nylon or polypropylene cable ties. Sleeves are not required between stainless steel bars and shear studs. Stainless steel bars can be in direct contact with undamaged epoxy-coated bars.

Cut flush with the top flange or remove uncoated fasteners, anchors, lifting loops, or other protrusions into a bridge deck before casting the deck on prestressed concrete beams.

C.2 Splices

Splice as the plans show. Provide stainless steel couplers conforming to the minimum capacity, certification, proof testing, and written approval requirements of standard spec 550.3.3.4. The contractor may substitute stainless steel couplers for lap splices the plans show if the engineer approves in writing.

If increasing or altering the number or type of bar splices the plans show, provide revised plan sheets to the engineer showing the reinforcement layout, type, length, and location of revised bar splices and revised bar lengths. Obtain engineer approval for the location of new lap splices or substitution of mechanical bar couplers before fabrication. Ensure that new lap splices are at least as long as those the plans show.

D Measurement

The department will not measure Bar Steel Reinforcement HS Stainless Structures. The department will use pay plan quantity conforming to standard spec 109.1.1.2. Plan quantities were computed from the nominal weights of corresponding sizes for carbon steel deformed bars in AASHTO M31 regardless of stainless steel alloy provided. The department will not measure extra material used if the contractor alters the reinforcement layout as allowed under C.2, extra material for splices or couplers the plans do not show, or the weight of devices used to support or fasten the steel in position.

The department will measure the Bar Couplers Stainless bid items as each individual coupler, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
505.0800.S	Bar Steel Reinforcement HS Stainless Structures	LB

Payment for Bar Steel Reinforcement HS Stainless Structures is full compensation for furnishing and placing stainless steel reinforcing bars, including supports. Where the plans specify bar couplers, the department will pay for the length of bars as detailed with no deduction or increase for installation of the coupler.

Payment for the Bar Couplers Stainless bid items is full compensation for providing couplers; including bar steel that is part of the coupler and not detailed in the plan; for threading reinforcing bars; for installing and coating the splice; and for supplying and testing 3 couplers.

stp-505-005 (20141107)

42. 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-3 cable guard meeting the National Cooperative Highway Research Program (NCHRP) Report 350, Test Level 3.

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.

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 after 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 cable barrier end terminal is not included in the measurement of Cable Barrier Type 1.

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 (20170615)

43. Fence Safety, Item 616.0700.S.**A Description**

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

B Materials

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

Furnish fence fabric meeting the following requirements.

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

C Construction

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

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

stp-616-030 (20160607)

44. Salvaged Topsoil.

Replace standard spec 625.3.3 (3) with the following:

For the upper two inches of the topsoil, 100 percent of the material must pass a one-inch sieve and at least 90 percent must pass the No. 10 sieve.

45. 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.

New blue specific service signs will be installed by Interstate Logos – Wisconsin on both northbound and southbound IH 39/90 upon completion of final grading at each sign location. Contact Interstate Logos - Wisconsin at (844) 496-9163 a minimum of 30 calendar days in advance to coordinate the installation of these new signs. Southbound signs should be installed in Stage 3. Northbound signs should be installed in Stage 5.

46. Field Facilities.

Replace standard spec 642.2.1 (4) with the following:

Provide and maintain suitable interior sanitary facilities conforming to state and local health requirements, in clean and good working condition, provide a weekly cleaning service, and stock with sanitary supplies for the duration of the contract.

Add the following to standard spec 642.2.2.1 (2):

Provide CAT 5 services with a minimum of six CAT 5 receptacles.

Replace standard spec 642.2.2.1 (3) with the following:

Provide and maintain a plain-paper photocopier with scanner with the following characteristics:

- Uses toner, not ink.
- Has auto-feed capability.
- Can copy and scan both 8 1/2" x 11" and 11" x 17" paper.
- Can output a PDF of a copied or scanned document.

Replenish paper, toner cartridges, and other supplies before fully expended.

Add standard spec 642.2.2.1 (5) as follows:

Provide a field office having an adjacent hard surface parking facility with a minimum capacity of 16 passenger vehicles.

Replace standard spec 642.2.2.4 with the following:

Under bid item Field Office Type D, furnish a facility with a minimum interior space of 1,500 square feet including a meeting room that is at least 20 feet by 20 feet; furnish indoor sanitary facilities that are housed within, or directly adjacent to, the field office; clean, maintain, and supply the field office and sanitary facilities weekly; and equip with the following:

- Ten suitable office desks with drawers and locks.
- Ten ergonomically correct office chairs in working condition according to standard spec 642.2.2.1 (4).
- Two four-drawer file cabinets.
- Two four-shelf bookcases.
- Four 2.5 x 5 foot (minimum) tables.
- Four 4 x 8 foot (minimum) tables for the meeting room.
- Twenty, or more, folding chairs.

Add standard spec 642.3 (7) as follows:

(7) Locate the field office to be within 3 miles of the IH 39-STH 73/USH 51 interchange.

Add standard spec 642.5 (4) as follows:

(4) Payment of the field office is full compensation for providing a weekly cleaning service for the field office and sanitary facilities, for providing sanitary supplies as necessary, for replenishing paper, toner cartridges, and other supplies before fully expended, for maintaining the photocopier/scanner in working order at all times and for providing and supporting CAT 5 services.

47. Traffic Control Signs.

A Description

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

Add the following to standard spec 643.2.9.1(5):

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

(7/6/2014)

48. 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.

stp-643-010 (20100709)

49. Traffic Control Flexible Tubular Marker Posts; Traffic Control Flexible Tubular Marker Bases.

A (Vacant)

B (Vacant)

C Construction

This special provision describes ownership of Traffic Control Flexible Tubular Marker Posts and Traffic Control Flexible Tubular Marker Bases upon completion of the work. Conform to standard spec 643, as modified in this special provision.

Add the following to standard spec 643.3.1(8):

Traffic Control Flexible Tubular Marker Posts and Traffic Control Flexible Tubular Marker Bases placed on I-39/90 permanent median crossovers will become the department's property upon completion of the work.

Replace standard spec 643.3.4.1(1) with the follows:

Under the Traffic Control Flexible Tubular Marker Posts bid item, furnish, install, and maintain flexible tubular marker posts with reflective sheeting.

Replace spec 643.3.4.2(1) with the follows:

Under the Traffic Control Flexible Tubular Marker Bases bid item, furnish, install, and maintain bases for flexible tubular marker posts.

Replace spec 643.3.4.2(3) with the follows:

Leave in place Traffic Control Flexible Tubular Marker Bases upon completion of the work.

D Measurement

This special provision describes the work performed for measuring Traffic Control Flexible Tubular Marker Posts and Traffic Control Flexible Tubular Marker Bases.

Replace spec 643.4.3(4) with the follows:

The department will measure Traffic Control Flexible Tubular Marker Posts and Traffic Control Flexible Tubular Marker Bases as each individual installation, acceptably completed. The department will measure replacing damaged posts and bases by each post and base replaced.

E Payment

This special provision describes the work performed for payment of Traffic Control Flexible Tubular Marker Posts and Traffic Control Flexible Tubular Marker Bases.

Replace standard spec 643.5.4(8) with the follows:

Payment for Traffic Control Flexible Tubular Marker Posts is full compensation for providing, installing, and maintaining the flexible tubular marker posts.

Replace standard spec 643.5.4(9) with the follows:

Payment for Traffic Control Flexible Tubular Marker Bases is full compensation for providing, installing, maintaining the flexible tubular marker bases, and for repairing damaged pavements. The department will not pay to replace bases inadequately secured to the pavement.

(3/26/2015)

50. Intelligent Transportation Systems (ITS) – Control of Materials.

Standard spec 106.2 – Supply Source and Quality

Add the following to standard spec 106.2:

The department will furnish a portion of equipment to be installed by the contractor. This department-furnished equipment includes the following:

Department-Furnished Items
(4) Microwave Detector
(1) Terminal Server 4 Port

Contact Dean Beekman, State Traffic Operations Center (STOC), at (414) 227-2154 to obtain a copy of the manufacturer list and contact names for department-furnished equipment.

Pick-up small department-furnished equipment from the department's Statewide Traffic Operations Center (STOC), 433 W. St. Paul Ave., Milwaukee, WI 53203 at a mutually agreed upon time during normal state office hours. Contact the department's STOC at (414) 227-2166 to coordinate pick-up of equipment.

Transportation of the equipment between the electric shop and the field or interim location(s) shall be the responsibility of the contractor.

Standard spec 106.3 – Approval of Materials

Add the following to standard spec 106.3:

Design/Shop Drawings

Prior to the purchase and/or fabrication of any of the components listed herein, and for any non-catalog item shown on the Material and Equipment List specified above, and no more than 30 days after notice to proceed, submit five copies of design drawings and shop drawings, as required, to the department for review. The items and the drawings that represent them shall meet the requirements of the standard specifications.

Design drawing submissions shall consist of signed and certified designs, design drawings, calculations, and material specifications for required items.

Shop drawings will be required for, but not limited to the following:

1. Mounting assemblies for the vehicle speed and classification sensors, including their attachment to the structure.
2. Mounting detail for dynamic message signs.
3. Any contractor-designed structure or foundation.

The department will complete its review of the material within 30 days from the date of receipt of the submission, unless otherwise specified. The department will advise the contractor, in writing, as to the acceptability of the material submitted. The department may determine that if no exceptions were taken for the item, it is approved, and no further action is required by the contractor; or the item may be partially or totally rejected, in which case modify and/or amend the submittal as required by the department and resubmit the item within 14 days. At this time, the review and approval cycle described above will begin again.

51. Intelligent Transportation Systems – General Requirements.

A Description

A.1 General

This contract includes furnishing and installing elements for an Intelligent Transportation System (ITS) in or along the existing roadway as shown on the plans.

Unusual aspects of this project include:

1. The project includes working on cables and equipment that are carrying data between roadside equipment and the department's Statewide Traffic Operations Center (STOC). Interruption of this service is not expected to perform this work. If an interruption is determined necessary, it must be done on a weekend, and must be done in a way that minimizes communication outages for the existing equipment. Notify the department's STOC at least 48 hours in advance of the planned interruption.
2. The department will furnish some of the equipment to be installed. Make a reasonable effort to discover defects in that equipment prior to installing it.

A.2 Surge Protection

Equip every ungrounded conductor wire entering or leaving any equipment cabinet with a surge protector. For purposes of this section, multiple cabinets on a single pole or foundation are considered a single cabinet.

B Materials

B.1 General

Only furnish equipment and component parts for this work that are new and have high quality workmanship. All controls, indicators, and connectors shall be clearly and permanently labeled in a manner approved by the engineer. All equipment of each type shall be identical.

All electrical equipment shall conform to the standards and requirements of the Wisconsin Electrical Code, the National Electrical Manufacturers Association (NEMA), National Electric Safety Council (NESC), Underwriter's Laboratory Inc. (UL) or the Electronic Industries Association (EIA), when applicable. All materials and workmanship shall conform to the requirements of the National Electrical Code (NEC), Rural Electrification Administration (REA), Standards of the American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), requirements of the plans these special provisions, the standard specifications, and to any other codes, standards, or ordinances that may apply. All system wiring, conduit, grounding hardware and circuit breakers shall be in conformance with the National Electrical Code. Whenever reference is made to any of the standards mentioned, the reference shall be considered to mean the code, ordinance, or standard that is in effect at the time of the bid advertisement.

B.2 Outdoor Equipment

All conductive connectors, pins (except pins connected by soldering), and socket contacts shall be gold plated. Acrylic conformal coating shall protect each circuit board side that has conductive traces. Except for integrated circuits containing custom firmware, all components shall be soldered to the printed circuit board.

To prevent galvanic corrosion, all connections between dissimilar metals shall incorporate a means of keeping moisture out of the connection. Where the connection need not conduct electricity, interpose a non-absorbing, inert material or washer between the dissimilar metals. Use nonconductive liners and washers to insulate fasteners from dissimilar metals. Where the connection must conduct electricity, use a conductive sealant between the dissimilar metals. Alternatively, use an insulating gasket and a bond wire connecting the two metal parts.

B.3 Custom Equipment

Equipment that is not part of the manufacturer's standard product line, or that is made or modified specifically for this project, shall conform to the following requirements:

Where practical, electronics shall be modular plug-in assemblies to facilitate maintenance. Such assemblies shall be keyed to prevent incorrect insertion of modules into sockets.

All components shall be available from multiple manufacturers as part of the manufacturers' standard product lines. All must be clearly labeled with the value, part number, tolerance, or other information sufficient to enable a technician to order an exact replacement part.

Lamps used for indicator purposes shall be light-emitting diodes.

The printed circuit boards shall be composed of "two-ounce" copper on 1/16-inch thick fiberglass epoxy or equivalent type construction. Holes that carry electrical connections from one side of the boards to the other shall be completely plated through. Multilayer printed circuit boards shall not be used. The name or reference number used for the board in the drawings and maintenance manuals supplied to the department shall be permanently affixed to each board.

All components shall be mounted so that the identifying markings are visible without moving or removing any part, if practical.

B.4 Environmental Conditions

Equipment shall continue to operate as specified under the following ranges of environmental conditions, except as noted in the specifications for individual pieces of equipment.

1. **Vibration and Shock:** Vehicle speed and classification sensors and any other equipment mounted atop poles or on structures shall not be impaired by the continuous vibration caused by winds (up to 90 mph with a 30 percent gust factor) and traffic.
2. **Duty Cycle:** Continuous
3. **Electromagnetic Radiation:** The equipment shall not be impaired by ambient electrical or magnetic fields, such as those caused by power lines, transformers, and motors. The equipment shall not radiate signals that adversely affect other equipment.
4. **Electrical Power:**
 - a. **Operating power:** The equipment shall operate on 120-volts, 60-Hz, single-phase unless otherwise specified. It shall conform to its specified performance requirements when the input voltage varies from 89 to 135 volts and the frequency varies ± 3 Hz.
 - b. **High frequency interference:** The equipment operation shall be unaffected by power supply voltage spikes of up to 150 volts in amplitude and 10 microseconds duration.
 - c. **Line voltage transients:** The equipment operation shall be unaffected by voltage transients of plus or minus 20 percent of nominal line voltage for a maximum duration of 50 milliseconds. Equipment in the field shall meet the power service transient requirements of NEMA Standard TS-2 when connected to the surge protectors in the cabinets.

5. Temperature and Humidity:

- a. **Field equipment:** Equipment in the field shall meet the temperature and humidity requirements of NEMA Standard TS-2. Liquid crystal displays shall be undamaged by temperatures as high as 165 degrees F, and shall produce a usable display at temperatures up to 120 degrees F.
- b. **Equipment in Controlled Environments** shall operate normally at any combination of temperatures between 50 degrees F and 100 degrees F, and humidity's between 5 percent and 90 percent, non-condensing, and with a temperature gradient of 9 degrees F per hour.

B.5 Patch Cables and Wiring

All cables and wiring between devices installed in a single cabinet, or in separate cabinets sharing a single concrete base, will be considered incidental to the installation of the devices and no separate payment will be made for them. It is anticipated that this will include fiber optic patch cables between termination panels and Ethernet switches, 10 / 100 MBPS Ethernet cables, RS-232 cables between individual devices and terminal servers, and power cables between individual devices and power sources within the cabinets.

B.6 Surge Protection

Low-voltage signal pairs, including twisted pair communication cable(s) entering each cabinet shall be protected by two-stage, plug-in surge protectors and shall be installed on both ends of camera control cables. The protectors shall meet or exceed the following minimum requirements:

1. The protectors shall suppress a peak surge current of up to 10k amps.
2. The protectors shall have a response time less than one nanosecond.
3. The protector shall clamp the voltage between the two wires at a voltage that is no more than twice the peak signal voltage, and clamp the voltage between each wire and ground at 50 volts.
4. The first stage of protection shall be a three-element gas discharge tube, and the second stage shall consist of silicon clamping devices.
5. The protector shall also contain a resettable fuse (PTC) to protect against excessive current.
6. There shall be no more than two pairs per protector.
7. It shall be possible to replace the protector without using tools.

Cables carrying power to curve signs shall be protected at the cabinet by grounded metal oxide varistors of appropriate voltages. The varistors must be at least 0.8 inch in diameter.

C Construction

C.1 Thread Protection

Provide rust, corrosion, and anti-seize protection at all thread assemblies of metallic parts by coating (non-spray) the mating surfaces with an approved compound. Failure to use an approved compound will result in no payment for the items to which coating was to have been applied.

C.2 Cable Installation

When installing new cables into conduits containing existing cables, remove the existing cables and reinstall the existing cables simultaneously with the new cables. Take every precaution necessary to protect the existing cables. In the event of avoidable damage to the existing cables, replace all damaged cables, in-kind, at no additional expense to the department. When cables are pulled into conduit, use a cable pulling lubricant approved by the cable manufacturer. Submit documentation supporting manufacturer approval of the lubricant to the engineer.

C.3 Wiring

Every conductor, except a conductor contained entirely within a single piece of equipment, must terminate either in a connector or on a terminal block. Provide and install the connectors and terminal blocks where needed, without separate payment. Use approved splice kits instead of connectors and terminal blocks for underground power cable splices.

Permanently label and key connectors to preclude improper connection. Obtain prior engineer approval for the labeling method(s) prior to use.

Terminal blocks must be affixed to panels that permanently identify the block and what wire connects to each terminal. This may be accomplished by silk screening or by installing a laminated printed card under the terminal block, with the labels on portions of the card that extend beyond the block. Installation of terminal blocks by drilling holes in the exterior wall of the cabinet is not acceptable.

Use barriers to protect personnel from accidental contact with all dangerous voltages.

Do not install conductors carrying AC power in the same wiring harness as conductors carrying control or communication signals.

Arrange wiring, including fiber optic pigtails, so that any removable assembly can be removed without disturbing wiring that is not associated with the assembly being removed.

Communication and control cables may not be spliced underground, except where indicated on the plans.

Cables in the Statewide Traffic Operations Center or in communication hubs, which are not contained within a single cabinet, shall have at least 10 feet of slack.

C.4 System Operations

If the contractor's operations unexpectedly interrupt Intelligent Transportation Systems (ITS) service, notify the engineer immediately and restore service within 24 hours. Repair all damaged facilities to the condition existing before the interruption. If service is not restored within 24 hours, the department may restore service to any operating device and deduct restoration costs from payments due the contractor.

C.5 Surge Protection

Arrange the equipment and cabinet wiring to minimize the distance between each conductor's point of entry and its protector. Locate the protector as far as possible from electronic equipment. Ensure that all wiring between the surge protectors and the point of entry is free from sharp bends.

D Measurement

No separate measurement will be made for the work described in this article.

E Payment

No separate payment will be made for the work described in this article. All work described in this article shall be included under the ITS items in the contract.
stp-670-010 (20100709)

52. Concrete Pavement Flexural Strength.

This special provision describes accepting concrete pavement based on flexural strength. Conform to standard spec part 7 as modified in this special provision.

Add the following to standard spec table 701-2:

TEST	TEST STANDARD
Flexural Strength of Concrete	AASHTO T97

Replace standard spec 710.5.5 with the following:

710.5.5 Strength

- (1) Cast all 6-inch by 12-inch cylinders or 6-inch x 6-inch x 21-inch beams in a set from the same sample. Do not cast more than one set of specimens from a single truckload of concrete. Mark each specimen to identify the lot and subplot or location on the project it represents.
- (2) Provide facilities for initial curing. For up to 48 hours after casting, maintain the temperature adjacent to the specimens in the range of 60 to 80 F and prevent moisture loss. Between 24 and 48 hours after casting, transport the specimens to a department-qualified laboratory for standard curing until testing at 28 days.
- (3) Determine the 28-day strength of each specimen in psi. Test each specimen to failure. Use a testing machine that automatically records the date, time, rate of loading, and maximum load of each specimen. Provide a printout of this information for each specimen tested.

Replace standard spec 715.2.1(2) with the following:

- (2) The contractor need not provide separate laboratory mix designs for high early strength concrete nor provide routine 28-day strength tests during placement for high early strength concrete.

Replace standard spec 715.2.3.1(1) with the following:

- (1) Use at least 5 pairs of beams to demonstrate the flexural strength of a mix design. Use either laboratory strength data for new mixes or field strength data for established mixes. Demonstrate that the 28-day flexural strength of the proposed mix will equal or exceed the 85 percent within limits criterion specified in standard spec 715.5.2.

Replace standard spec 715.3.1.1(1) with the following:

- (1) Provide slump, air content, concrete temperature, and strength test results as specified in 710.5. Provide a battery of QC tests, consisting of results for each specified property, using a single sample randomly located within each subplot. Cast 3 specimens for strength evaluation.

Replace standard spec 715.3.1.3(1) with the following:

- (1) The department will perform verification testing for air content, slump, temperature, and strength at a minimum of 1 verification test per lot.

Replace standard spec 715.3.2.1 with the following:

715.3.2.1 General

- (1) The department will make pay adjustments for strength on a lot-by-lot basis using the strength of contractor QC specimens. The department will use flexural strength for pavements and compressive strength for structures. The department will assess concrete for removal and replacement based on a subplot-by-subplot analysis of core strength. Perform coring and testing, fill core holes with an engineer approved non-shrink grout, and provide traffic control during coring.
- (2) Randomly select 2 QC strength specimens to test at 28 days for percent within limits (PWL). Compare the strengths of the 2 randomly selected QC specimens and determine the 28-day subplot average strength as follows:
 - If the lower strength divided by the higher strength is 0.9 or more, average the 2 QC specimens.
 - If the lower strength divided by the higher strength is less than 0.9, break one additional specimen and average the 2 higher strength specimens.

Replace standard spec 715.3.2.2.1 with the following:

715.3.2.2.1 Pavement

- (1) If a subplot strength is less than 500 psi, the department may direct the contractor to core that subplot to determine its structural adequacy and whether to direct removal. Cut and test cores according to AASHTO T24 as and where the engineer directs. Have an HTCP-certified PCC technician I perform or observe the coring.
- (2) The subplot pavement is conforming if the compressive strengths of all cores from the subplot are 2500 psi or greater or the engineer does not require coring.
- (3) The subplot pavement is nonconforming if the compressive strengths of any core from the subplot is less than 2500 psi. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

Replace standard spec 715.5.1 with the following:

715.5.1 General

- (1) The department will pay incentive for strength under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
715.0415	Incentive Strength Concrete Pavement	DOL
715.0502	Incentive Strength Concrete Structures	DOL

- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Strength Concrete Pavement and Disincentive Strength Concrete Structures administrative items.
- (4) The department will adjust pay for each lot using PWL of the 28-day subplot average strengths for that lot. The department will measure PWL relative to the lower specification limit of 650 psi for pavements and 4000 psi for structures. The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under standard spec 715.3.1.2.1.
- (5) Submit strength results to the department electronically using the MRS software. The department will validate contractor data before determining pay adjustments.
- (6) All coring and testing costs under standard spec 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

Replace standard spec 715.5.2 with the following:

715.5.2 Pavements

- (1) The department will adjust pay for each lot using equation “QMP 6.01” as follows:

Percent within Limits (PWL)	Pay adjustment (dollars per square yard)
≥ 95 to 100	$(0.2 \times \text{PWL}) - 19$
≥ 85 to < 95	0
≥ 50 to < 85	$(2.0/35 \times \text{PWL}) - 170/35$
< 50	-2

- (2) The department will not pay incentive if the lot standard deviation is greater than 60 psi.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 600 psi by \$2 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

53. Roadway Embankment, Item SPV.0035.001.

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

A Description

Replace standard spec 207.1(1) with the following:

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

B Materials

Conform to standard spec 207.2.

C Construction

Conform to standard spec 207.3.

D Measurement

Replace standard spec 207.4(1) with the following:

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

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

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

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

E Payment

Replace standard spec 207.5(1) with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.001	Roadway Embankment	CY

Payment is full compensation for providing material from roadway excavation or borrow material; and for forming, compacting, shaping, sloping, trimming, finishing, and maintaining the embankments.

The department will pay for furnishing all work associated with select borrow material separately as specified under the Select Borrow bid item.

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

(10/31/2016)

ASP-5 will be applied to this item. The Fuel Usage Factor for this item is 0.23.

54. High Performance Concrete (HPC) Masonry Structures, Item SPV.0035.701.

This special provision describes specialized material and construction requirements for high-performance concrete used in bridge structures. Conform to standard spec 501, 502, and 509, as modified in this special provision. Conform to standard spec 715 for QMP Concrete Pavement and Structures.

MODIFY STANDARD SPECIFICATIONS AS FOLLOWS:

501.2.5.4.1 General

(1) The department will sample and test aggregates as follows:

LA Wear (100 and 500 revolutions).....	AASHTO T 96
Sodium Sulfate Soundness (R-4, 5 cycles).....	AASHTO T 104
Freeze-Thaw Soundness.....	AASHTO T 103
Lightweight Pieces ^[1]	AASHTO T 113

^[1]Material having a bulk specific gravity (saturated surface-dry basis) of less than 2.45. Determine the percentage of lightweight pieces by dividing the weight of lightweight pieces in the sample retained on the 3/8-inch sieve by the weight of the total sample.

- (2) Contact the engineer a minimum of 4 weeks prior to placing concrete to collect a sample of aggregates proposed for the project. The engineer will obtain the sample, or observe the contractor obtaining the sample. The sampler must be HTCP certified to sample aggregates.
- (3) The department will randomly sample coarse aggregate for lightweight pieces testing at least once at least once per 10,000 cubic yards during HPC structure concrete production.
- (4) Use clean, hard, durable crushed limestone free of an excess of thin or elongated pieces, frozen lumps, vegetation, deleterious substances, or adherent coatings considered injurious.
- (5) Use virgin aggregates only.

501.2.5.4.2 Deleterious Substances

Replace paragraph one with the following:

The amount of deleterious substances must not exceed the following percentages:

DELETERIOUS SUBSTANCE	PERCENT BY WEIGHT
Shale.....	1.0
Coal	1.0
Clay lumps	0.3
Soft fragments	5.0
Any combination of above.....	5.0
Thin or elongated pieces based on a 3:1 ratio.....	15.0
Materials passing the No. 200 sieve	1.5
Lightweight Pieces	2.0

501.2.5.4.3 Physical Properties

Replace paragraph one with the following:

The percent wear must not exceed 35, the weighted soundness loss must not exceed 6 percent, and the weighted freeze-thaw average loss must not exceed 12 percent.

501.3.2.4.3.3 Extended Delivery Time

Delete paragraph one.

501.3.5.1 General

Replace paragraph one with the following:

Use central-mixed concrete as defined in standard spec 501.3.5.1(2) for all work under this special provision.

501.3.5.2 Delivery

Replace paragraph three with the following:

Deliver and completely discharge concrete within one hour beginning when adding water to the cement, or when adding cement to the aggregates. A decrease in air temperature below 60° F or the use of department-approved retarders does not increase the discharge time.

501.3.7.1 Slump

Replace the entire text with the following:

Use a 2-inch to 4-inch slump.

Perform the slump tests for concrete according to AASHTO T 119.

501.3.8.2.1 General

Replace the entire text with the following:

The contractor is responsible for the quality of the concrete placed in hot weather. Submit a written temperature control plan at or before the pre-pour meeting. In that plan, outline the actions the contractor will take to control concrete temperature if the concrete temperature at the point of placement exceeds 80° F. Do not place concrete without the engineer's written acceptance of that temperature control plan. Perform the work as outlined in the temperature control plan.

If the concrete temperature at the point of placement exceeds 80° F, do not place concrete for items covered in this special provision.

Notify the engineer whenever conditions exist that might cause the temperature at the point of placement to exceed 80° F. If project information is not available, the contractor should obtain information from similar mixes placed for other nearby work.

The department will pay \$0.75 per pound for the quantity of ice required to reach a target temperature of 75° F if the following conditions are met:

The un-iced concrete temperature exceeds 80° F.

The contractor has performed the actions outlined in the contractor's accepted temperature control plan.

The contractor elects to use ice.

501.3.8.2.2 Bridge Decks

Replace the entire text with the following:

Do not place concrete for bridge decks when the ambient air temperature is above 80° F.

For concrete placed in bridge decks, submit a written evaporation control plan at each pre-pour meeting. In that plan, outline the actions the contractor will take to maintain concrete surface evaporation at or below 0.15 pounds per square foot per hour. Do not place concrete for bridge decks without the engineer's written acceptance of that evaporation control plan. Perform the work as outlined in the evaporation control plan.

If predicting a concrete surface moisture evaporation rate exceeding 0.15 pounds per square foot per hour, do not place concrete for bridge decks.

Provide evaporation rate predictions to the engineer 24 hours prior to each bridge deck pour.

Compute the evaporation rate from the predicted ambient conditions at the time and place of the pour using the nomograph, or computerized equivalent, specified in CMM 5.25, figure 1. Use weather information from the nearest national weather service station. The engineer will use this information to determine if the pour will proceed as scheduled.

At least 8 hours before each pour, the engineer will inform the contractor in writing whether or not to proceed with the pour as scheduled. If the actual computed evaporation rate during the pour exceeds 0.15 pounds per square foot per hour, at the sole discretion of the engineer, the contractor may be allowed to implement immediate corrective action and complete the pour.

502.3.5.4 Superstructures

Delete paragraph five.

502.3.7.8 Floors

Delete paragraphs 13, 14 and 15.

Add the following to the end as paragraphs 19, 20 and 21:

- (19) Do not place bridge deck concrete more than 10 feet ahead of the finishing machine. If there is a delay of more than 10 minutes during the placement of a bridge deck, cover all concrete (unfinished and finished) with wet burlap to protect the concrete from evaporation until placement operations resume.
- (20) Hand finishing, except for the edge of deck, must be kept to a minimum. The finishing machine must be equipped with a pan behind the screed. Apply micro texture using a broom or turf drag following the use of a 10-foot straight edge. Only finish by hand as necessary to close up finished concrete. Begin wet curing the deck immediately following the micro texture.
- (21) For bridge decks with a design speed of 40 mph or greater, provide longitudinal grooving according to the provision included in this contract.

502.3.8.1 General

Replace paragraph one with the following:

Maintain adequate moisture throughout the concrete mass to support hydration for at least 14 days.

502.3.8.2.1 General

Replace the entire text with the following:

Wet cure the concrete for bridge decks, sidewalks and raised medians for 14 days by use of a soaker hose system, or other engineer-approved methods. Cover the finished surface of bridge decks and overlays with one layer of wetted burlap or wetted cotton mats within 10 minutes after the finishing machine has passed. Apply the burlap/cotton gently so as to minimize marking of the fresh concrete. Keep the first layer of burlap/cotton continuously wet until the bridge deck or overlay is sufficiently hard to apply a second layer of wetted burlap/cotton. Immediately after applying the second layer of burlap/cotton, continue to keep the deck wet until placing and activating the soaker hose system. Throughout the remainder of the curing period, keep the burlap/cotton continuously wet with soaker hoses hooked up to a continuous water source. Inspect the burlap/cotton twice daily to ensure the entire surface is moist. If necessary, alter the soaker hose system as needed to ensure the entire surface is completely covered and stays moist. After 48 hours from the time of completion of the bridge deck or overlay pour, the soaker hose system and burlap/cotton may be covered with polyethylene sheeting. Provide a continuous flow of water through the soaker hose system for the entire curing period.

Do not uncover any portion of the deck at any time for any reason during the first seven days of the curing period.

Set up and test the fogging system before each bridge deck, raised median and sidewalk pour. The fogging system must remain set up and in operating condition for the duration of the pour.

502.3.8.2.3 Decks

Delete the entire text.

502.3.8.2.4 Parapets

Replace the entire text with the following:

Cure the inside and outside concrete faces and tops of railings or parapets by covering with wetted burlap immediately after form removal and surface finish application. Keep the burlap thoroughly wet for at least seven days; or by covering for the same period with thoroughly wet polyethylene-coated burlap conforming to standard spec 501.2.9.

Secure coverings along all edges to prevent moisture loss.

502.3.9.6 Bridge Decks

Replace paragraph two with the following:

Protect the underside of the deck, including the girders, for bridge deck and overlay pours by housing and heating when the national weather service forecast predicts temperatures to fall below 32° F during the cold weather protection period. Maintain a minimum temperature of 40° F in the enclosed area under the deck for the entire 14-day curing period.

502.5.1 General

Replace paragraph one with the following:

The department will pay for plan quantities according to standard spec 109.1.1.2 at the contract unit price and incidentals necessary to complete the work under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.701	High Performance Concrete (HPC) Masonry Structures	CY

710.5 Sampling and Testing

Add the following:

710.5.7 Chloride Penetration Resistance

(1) For each new or changed mix design, measure chloride penetration resistance according to AASHTO T 277 (Rapid Chloride Permeability Test) at a frequency of 1 test per 3 months (quarterly) of production.

(2) Permeability samples for AASHTO T 277 testing must be stripped of their molds and wet cured to an age of 7 days in a standard moist room or water tank. After 7 days, submerge the samples in water heated to 100° F until an age of 28 days. Upon completion of the curing process, obtain one sample from each cylinder and test according to AASHTO T 277.

(3) Ensure that the initial accepted mix designs meet the chloride penetration resistance limit of 1500 coulombs based on the AASHTO T 277 Rapid Chloride Permeability test. Chloride resistance testing conducted quarterly using AASHTO T 277 Rapid Chloride Permeability Test during production will not be used for acceptance of previously accepted mixes and concrete masonry mixed and placed according to the contract requirements. For quarterly chloride resistance test results exceeding 1500 coulombs, the department may require adjustment of the concrete mix going forward to improve the chloride penetration resistance.

715.2.3.2 Structures

Replace paragraph one with the following:

(1A) Develop and test each mix to be used for HPC Masonry Structures. Produce a laboratory trial mix for each mix, as well as a trial mix from each plant used to supply the project. Test all mixes at a department-qualified laboratory.

(1B) The laboratory trial mix data must include the results of the following tests:

1. AASHTO T 119 Slump of Hydraulic Cement Concrete.
2. AASHTO T 121 Mass per Cubic Foot, Yield.
3. AASHTO T 152 Air Content.
4. AASHTO T 22 Compressive Strength.
5. AASHTO T 277 Rapid Determination of the Chloride Permeability of Concrete, using the modified curing procedure according to standard spec 710.5.7. (2) herein.
6. AASHTO T 309 Temperature.
7. Water Cement Ratio.

(1C) The 28-day compressive strength must be greater than or equal to 4000 psi. The 28-day results of the permeability test must be less than or equal to 1500 coulombs.

Replace paragraph two with the following:

(2) Provide a minimum cementitious content of 470 pounds per cubic yard and a maximum cementitious content of 540 pounds per cubic yard. For all superstructure and substructure concrete, unless the engineer approves otherwise in writing, conform to one of the following:

1. Use class C fly ash or grade 100 or 120 slag as a partial replacement for Portland cement. For binary mixes use 15% to 30% fly ash or 20% to 30% slag. For ternary mixes use 15% to 30% fly ash plus slag in combination. Percentages are stated as percent by weight of the total cementitious material in the mix.

Use a type IP or IS blended cement.

(10/26/2016)

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

Replace standard spec 108.4 with the following:

108.4 Critical Path Method Progress Schedule

108.4.1 Software

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

108.4.2 Personnel

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

108.4.3 Definitions

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

Activity

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

Critical Path

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

Critical Path Method (CPM)

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

Construction Activity

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

CPM Progress Schedule

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

Data Date

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

Department's Preliminary Construction Schedule (PCS)

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

Float

Float, as used herein, is the total float of an activity; i.e., it is the amount of time between the date when an activity can start (the early start), and the date when an activity must start (the late start). In cases where the total float of an activity has a different value when calculated based on the finish dates, the lower (more critical) value will govern.

Forecast Completion Date

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

Fragnet

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

Initial Work Plan Schedule

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

Intermediate Milestone Date

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

Master Program Schedule

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

Procurement Activity

Procurement activities are activities of duration reflecting contractor preparation and submittal of material submittals, department approval of material submittals, material fabrication durations, and material delivery durations.

Work Breakdown Structure (WBS)

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

108.4.4 Department's Preliminary Construction Schedule

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

108.4.5 Contractor's Scheduling Responsibilities

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

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

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

108.4.6 Submittals

108.4.6.1 Initial Work Plan Schedule

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

1. Provide a detailed plan of activities to be performed during the first 90 calendar days of the contract. Provide construction activities with durations not greater than 28 calendar days (20 business days), unless the engineer accepts requested exceptions.

2. Provide activities as necessary to depict administrative work, including submittals, reviews, material procurements, inspections, and all else necessary to complete the work as described in the contract documents. Activities other than construction activities may have durations greater than 28 calendar days (20 business days).
3. Provide activities as necessary to depict third-party work related to the contract.
4. Provide summary activities for the balance of the project beyond the first 90 calendar days of the project. Summary activities may have durations greater than 28 calendar days (20 business days).
5. Submit the IWP Schedule, including the P6 native data file (XER) and an electronic file (PDF). Submit the P6 native data file (XER) and an electronic file (PDF) to the following DOT email boxes; DOTDTSDSWMEGASCHEDULERS@dot.wi.gov and I39project@dot.wi.gov.
6. Following department receipt of the IWP Schedule, allow ten business days for department review and return of comments. Within five business days of receiving the IWP Schedule, the department will schedule a workshop for the contractor to present the IWP Schedule and to answer questions raised during the department's review. Provide formal responses to the comments and resubmit the IWP Schedule as necessary. A notice to proceed will not be issued until the engineer accepts the IWP Schedule. The department will use the IWP Schedule to monitor the progress of the work until the Baseline CPM Progress Schedule is accepted.
7. Submit an updated version of the IWP Schedule on a bi-monthly basis (every other week) until the engineer accepts the Baseline CPM Progress Schedule. With each update, include actual start dates, completion percentages, and remaining durations for activities started but not completed. Include actual finish dates for completed activities.

108.4.6.2 Baseline CPM Progress Schedule

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

1. Develop the Baseline CPM schedule. The Baseline CPM is the contractor's committed plan to complete the Work within the time frames required to achieve the contract completion date and intermediate milestone dates. The department will use the schedule to monitor the progress of the work. Include the following:
 - 1.1 Provide a detailed plan of activities to be performed during the entire contract duration, including all administrative and construction activities required to complete the work as described in the contract documents. Provide construction activities with durations not greater than 28 calendar days (20 business days), unless the engineer accepts requested exceptions.

- 1.2 Provide activities as necessary to depict administrative work, including submittals, reviews, material procurements, inspections, and all else necessary to complete the work as described in the contract documents. Activities other than construction activities may have durations greater than 28 calendar days (20 business days).
- 1.3 Provide activities as necessary to depict third-party work related to the contract. Third-party work activities may include but is not limited to Railroads, Utilities, Real Estate and local government agencies.
- 1.4 Make allowance for specified work restrictions, non-working days, time constraints, calendars, and potential or approved weather delays; reflect involvement and reviews by the department; and coordination efforts with adjacent contractors, utility owners, and other third parties.
- 1.5 With the exception of the Project Start Milestone and Project Completion Milestone, all activities must have predecessors and successors. Predecessors and successors shall not be linked to the same activity with different relationship types. The start of an activity shall have a Start-to-Start or Finish-to-Start relationship with preceding activities. The completion of an activity shall have a Finish-to-Start or Finish-to-Finish relationship with succeeding activities. Do not use Start-to-Finish relationships. Do not use Finish-to-Start relationships with a lag or overlap unless the engineer accepts requested exceptions. Include and discuss request for exceptions in the schedule narrative provided with each schedule submittal.
- 1.6 Schedule activities shall include the following:
 - a. A clear and legible description. The use of abbreviations shall be limited. Descriptions shall include an action verb describing the work performed, a basic description of the materials used, and, where applicable, a general location of the work.
 - b. Codes for Contract ID / WisDOT Project ID, Responsibility, Stage, and Area. The department may provide additional codes for use within department reporting.
 - c. Activities shall carry a single Responsibility assignment.
- 1.7 Schedule all intermediate milestones in the proper sequence and input as either a “Start on or After” or “Finish on or Before” date. Do not use other constraint types, within the software, without prior approval by the engineer. Do not apply date constraints on any work tasks without prior approval by the engineer. Provide predecessors and successors for each intermediate milestone as necessary to model each Stage of the Work. Unless the engineer accepts a requested exception, the schedule shall encompass all the time in the contract period between the starting date and the specified completion date.

- 1.8 Develop and submit an anticipated cash-flow curve for the project within the P6 application, based on the Baseline CPM schedule by assigning cost values to selective work tasks within the CPM schedule that total the value of the contract.
 - 1.9 Provide budgeted quantities consistent with the bid quantities on selective construction tasks within the CPM schedule. The engineer will provide a summarized list of 30 generalized quantity items that will be identified and applied by the contractor using the P6 software application.
2. Provide an electronic PDF of the CPM schedule depicting the CPM network. Organize the logic diagram by grouping related activities, based on the activity codes in the CPM.
3. Provide a written narrative with the Baseline CPM explaining the planned sequence of work, as-planned critical path, critical activities for achieving intermediate milestone dates, traffic phasing, and planned labor and equipment resources. Use the narrative to further explain:
 - 3.1 The basis for activity durations in terms of production rates for each major type of work (number of shifts per day and number of hours per shift), and equipment usage and limitations.
 - 3.2 Use of constraints.
 - 3.3 Use of calendars.
 - 3.4 Estimated number of adverse weather days on a monthly-basis.
 - 3.5 Scheduling of permit and environmental constraints, and coordination of the schedule with other contractors, utilities, and public entities.
4. Submit the Baseline CPM schedule including the P6 native data file (XER) and an electronic file (PDF). Submit the P6 native data file (XER) and an electronic file (PDF) to the following dot email boxes; DOTDTSDSWMEGASCHEDULERS@dot.wi.gov and I39project@dot.wi.gov.

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

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

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

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

108.4.6.3 Monthly CPM Schedule Updates

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

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

108.4.6.4 Three-Week Look-Ahead Schedules

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

1. Activities underway and as-built dates for the past week.
2. Actual as-built dates for completed activities through final acceptance of the project.
3. Planned work for the upcoming three-week period.
4. The activities of the Three-Week Look-Ahead schedule shall include the activities underway and critical RFIs and submittals, based on the CPM schedule. The Three-Week Look-Ahead may also include details on other activities not individually represented in the CPM schedule.
5. On a weekly basis, the department and the contractor shall agree on the as-built dates depicted in the Three-Week Look-Ahead schedule or document any disagreements. Use the as-built dates from the Three-Week Look-Ahead schedules for the month when updating the CPM schedule.

108.4.6.5 Weekly Production Data

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

1. Provide data on the following items by the units specified:
 - 1.1 Underground Facilities – LF per week
 - 1.2 Retaining Walls – SF per week
 - MSE Walls
 - Other Wall Types
 - 1.3 Bridge Construction
 - Foundation Pile – EACH per week
 - Foundation/Substructure Concrete – CY per week
 - Structural Steel Girders – EACH per week
 - Prestressed Concrete Girders – EACH per week
 - Deck Formwork – SF per week
 - 1.4 Roadway Excavation – CY per week
 - 1.5 Roadway Embankment – CY per week

1.6 Roadway Structural Section

- Grading/Subgrade Preparation – SY per week
- Base Material Placement – TON per week
- Base Material Subgrade Preparation – SY per week
- Asphaltic Base – TON per week
- Asphaltic and HMA Pavements – TON per week
- Concrete Pavement – SY per week
- Concrete Pavement – CY per week

1.7 Finishing Items – SY per week

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

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

108.4.7 Progress Review Meetings

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

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

108.4.8 CPM Progress Schedule Revisions

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

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

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

108.4.9 Documentation Required for Time Extension Requests

The information below is to be applied in compliance with Standard Specifications 108.9 and 108.10 and does not replace the above mentioned specifications. To request a time extension to an intermediate milestone date or the contract completion date associated with changes to the work, provide a narrative document separate from the monthly schedule update narrative document that specifically details the work added or deleted and the other activities affected and or impacted based on the latest accepted CPM Monthly Update. For added work including impact delay activities, submit a proposed fragnet of activities to be added or revised in the CPM schedule, indicating how the fragnet is to be tied to the CPM schedule.

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

1. For requests to extend the contract completion date, include a detailed description of how the delay, or additional work, affected the project's critical path, based on the latest accepted CPM Monthly Update.
2. For requests to extend an intermediate milestone date, include a description of how the delay, or additional work, affected the controlling (longest) path to the milestone, based on the latest accepted CPM Monthly Update.

3. The department and the contractor agree that the float is not for the exclusive use or financial benefit of either party. Either party has the full use of the float on a first come basis until it is depleted.

108.4.10 Measurement for CPM Progress Schedule

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

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

108.4.11 Payment for CPM Progress Schedule

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

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

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

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

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

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

(10/25/2017)

56. Test Pits, Item SPV.0060.010.

A Description

This special provision describes excavating test pits and backfilling as directed by the engineer and geotechnical engineer and as hereinafter provided. Test pits are for the purpose of locating and relieving trapped water within the existing roadway embankments.

B Materials

Construct test pits conforming to standard spec 205.2 for Roadway Excavation.

Provide materials to conform to standard spec 312.2 for Select Crushed Material.

C Construction

All excavation of test pits shall be performed during daytime hours. The engineer and geotechnical engineer (Hassen A. Hassen, hassen.hassen@dot.wi.gov) shall be present during excavation.

The location of test pits shall be determined by the engineer and geotechnical engineer. Contact the engineer at least four weeks prior to earthwork operations. Test pits shall be excavated at least two weeks prior to roadway excavation operations. Different timelines, to meet particular project's needs, may be required by the engineer and geotechnical engineer.

Excavate the foreslope of the existing roadway embankment beginning at the edge of the existing subgrade shoulder point at a slope of 1:1 down to the elevation of the toe of existing slope, but no lower than 1 foot above the ditch flow line if a ditch is present. Excavations shall be 10 feet wide measured parallel to the roadway shoulder. The bottom of the test pit shall be sloped to drain away from the roadway.

If water is present or seeping from the embankment, backfill with select crushed where the test pit is located on an embankment that is supporting live traffic. Place select crushed to stabilize the test pit and allow water to seep out. If the embankment is not supporting live traffic, then the test pit shall remain open and maintained until seeping stops or as approved by the engineer and geotechnical engineer.

If water is not present or seeping from the embankment, backfill the test pit with roadway embankment or a material approved by the engineer and geotechnical engineer.

D Measurement

The department will measure Test Pits by each unit, acceptably installed.

The department will measure Select Crushed Material as specified in standard spec 312.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.010	Test Pits	EACH

Payment is full compensation for furnishing all engineer approved work specified including excavating, sloping, shaping, stockpiling, backfilling with roadway embankment, compacting, and maintaining.

If select crushed material is required for backfilling, the department will pay for select crushed material under item 312.0110. The department will pay for erosion control, if required, under the erosion control bid items.

(5/22/2017)

57. Concrete Barrier Temporary Precast Delineation, Item SPV.0060.200.

A Description

This special provision describes furnishing and installing barrier wall delineation as shown on the plans, according to standard spec 633 and 637, and as hereinafter provided.

B Materials

Furnish a barrier delineation system that consists of Type SH reflective white or white sheeting laminated to a 0.040 corrugated aluminum base. The aluminum base shall be 6 inches high and 36 inches long prior to corrugation, with a finished size of 6 inches by 35 inches. The aluminum base shall have six pre-punched holes 1/4" in diameter, located near both ends and centered on the base. Screws used for mounting the bases to the barrier wall shall be 1/4" x 1" stainless steel anchors with a 5/16" nylon washer placed between the screw head and the base.

C Construction

The top of the section of delineation system shall be mounted 6" below the top of the barrier wall. Care must be taken to insure a uniform height through the length of the installation. One 6 inch by 35 inch delineation system section shall be mounted at the same longitudinal location on each successive 12.5 foot length of barrier wall within the installation location(s) depicted in the plans, or as directed by the engineer.

D Measurement

The department will measure Concrete Barrier Temporary Precast Delineation by each section of the system, 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 item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.200	Concrete Barrier Temporary Precast Delineation	EACH

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

(10/31/2016)

58. Temporary Concrete Barrier Gate, Item SPV.0060.201.

A Description

This special provision describes furnishing and installing Temporary Concrete Barrier Gate, moving as required for project staging, and removing upon completion of the project.

B Materials

Furnish a Temporary Concrete Barrier Gate and all necessary hardware and materials to install the gate.

The gate system shall be able to meet the recommended structural adequacy, occupant risk, and vehicle trajectory criteria set forth in the National Cooperative Highway Research Program Report (NCHRP) 350 for Test Level 3 for Longitudinal Barriers.

The gate shall be capable of preventing vehicle penetration, vaulting, and underriding during Test Level 3 Length of Need with Transition (TL-3 LON/T) impacts and shall smoothly redirect the vehicle.

The gate system shall be able to span a 24-foot minimum gap in concrete barrier.

The gate system shall fasten only to the temporary concrete barrier wall.

The gate system shall be able to be opened completely within 5 minutes once the moving process begins. The gate shall be able to be opened both by pivoting the gate on a hinge and by completely disconnecting the gate from the barrier wall and rolling it parallel to the temporary barrier wall.

Tools and materials required to open the gate system must be physically fastened to, or stored within, the gate system in such a way that prevents such tools and materials from becoming hazards during a crash. Tools and material must be accessible and usable immediately upon need.

C Construction

Install the gate system according to manufacturer's recommendations at contract-identified locations or as the engineer directs. Move and reinstall the gate system as required for contract staging.

Ensure that the gap between the traffic face of temporary barrier and the traffic face of the gate transition is to be less than $\frac{1}{4}$ of an inch. If manufacturer allows, the contractor may bolt thrie beam and thrie beam terminal connector to concrete barrier and the gate transition to bridge the gap in concrete barrier.

Provide and maintain the gates throughout the duration of the project. Repair any damage to the gates within 48 hours.

Upon completion of the work, remove the gate system and properly dispose of all materials.

D Measurement

The department will measure Temporary Concrete Barrier Gate as each individual gate system, acceptably completed.

The department will not make additional measurements for Temporary Concrete Barrier Gate if damaged during construction, including damage due to vehicular hits.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.201	Temporary Concrete Barrier Gate	EACH

Payment for Temporary Concrete Barrier Gate is full compensation for providing, installing, maintaining, and removing the gate system.

(3/1/2017)

59. Install Department Furnished Crash Cushion Low Maintenance, Item SPV.0060.202.

A Description

This special provision describes transporting, installing, and salvaging a department-furnished low maintenance crash cushion at a location as directed by the engineer in accordance with standard spec 614, and as hereinafter provided. Maintenance/repair of a department furnished low maintenance crash cushion is covered under a separate bid item.

B Materials

Replace the first sentence of standard spec 614.2.7(1) with the following:

The department will furnish the low maintenance crash cushion (Model SCI 100GM Crash Attenuator from Smart Cushion Innovations (SCI) Products).

Pick-up and transport the department-furnished low maintenance crash cushion from the department's designated storage site to the project's installation site upon coordination and approval from the engineer.

C Construction

Replace the first sentence of standard spec 614.3.4(1) with the following:

Install a department-furnished low maintenance crash cushion at locations directed by the engineer within three days of receiving notification from the engineer.

When its use is no longer needed, the department-furnished low maintenance crash cushion shall be salvaged and returned to the department's storage site.

D Measurement

The department will measure Install Department Furnished Crash Cushion Low Maintenance, 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.0060.202	Install Department Furnished Crash Cushion Low Maintenance	EACH

Payment is full compensation for pick-up and transport from the department's designated storage site to the project, installation, salvaging and transport back to the department's storage site of a department-furnished low maintenance crash cushion as described in this article.

(10/11/2017)

60. Repair State Owned Crash Cushion Low Maintenance, Item SPV.0060.203.

A Description

This special provision describes providing emergency repair services to a state owned low maintenance crash cushion located on IH 39 or an IH 39 ramp that becomes compressed/damaged due to a vehicular collision during the time this contract is in effect. This work shall be in accordance with section 614 of the standard specifications, as directed by the engineer, and as hereinafter provided. Responding to the incident site with the appropriate staff, equipment and materials is covered under a separate bid item.

B (Vacant)**C Construction**

Repairs shall be completed as quickly as possible once repair work is started. Repair work shall be completed off of the traveled way to the maximum extent possible.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the engineer.

D Measurement

The department will measure Repair State Owned Crash Cushion Low Maintenance as each individual unit acceptably repaired.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.203	Repair State Owned Crash Cushion Low Maintenance	EACH

Payment is full compensation for completing the necessary repair work to restore the state owned low maintenance crash cushion to a safe and operational condition.

The department will pay for additional traffic control measures, if required, under the respective traffic control bid items in the contract.
(10/24/2017)

61. Repair State Owned Energy Absorbing Terminal (EAT), Item SPV.0060.204. Repair State Owned Guardrail, Item SPV.0090.206.

A Description

This special provision describes providing emergency repair services, including the replacement of unusable components or hardware, for state owned energy absorbing terminals or guardrail located on IH 39 or an IH 39 ramp that is damaged due to a vehicular collision during the time this contract is in effect. This work shall be in accordance with standard spec 614, as directed by the engineer, and as hereinafter provided. Responding to the incident site with the appropriate staff, equipment and materials is covered under a separate bid item.

B (Vacant)

C Construction

Repairs shall be completed as quickly as possible once repair work is started. Repair work shall be completed off of the traveled way to the maximum extent possible.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the engineer.

D Measurement

The department will measure Repair State Owned Energy Absorbing Terminal (EAT) as each individual unit, acceptably repaired. The department will measure Repair State Owned Guardrail by the linear foot, acceptably repaired.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.204	Repair State Owned Energy Absorbing Terminal (EAT)	EACH
SPV.0090.206	Repair State Owned Guardrail	LF

Payment is full compensation for completing the necessary repair work to restore the state owned semi-rigid barrier system to a safe and operational condition, including replacement of damaged, unusable hardware.

The department will pay for additional traffic control measures, if required, under the respective traffic control bid items in the contract.
(10/24/2017)

62. Repair State Owned Crash Cushion, Item SPV.0060.205.

A Description

This special provision describes providing emergency repair services, including the replacement of unusable components or hardware, for state owned crash cushions located on IH 39 or an IH 39 ramp that are damaged due to a vehicular collision during the time this contract is in effect. This work shall be in accordance with standard spec 614, as directed by the engineer, and as hereinafter provided. Repair of a state owned low maintenance crash cushion is covered under a separate bid item. Responding to the incident site with the appropriate staff, equipment and materials is covered under a separate bid item.

B (Vacant)

C Construction

Repairs shall be completed as quickly as possible once repair work is started. Repair work shall be completed off of the traveled way to the maximum extent possible.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the engineer.

D Measurement

The department will measure Repair State Owned Crash Cushion as each individual unit, acceptably repaired.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.205	Repair State Owned Crash Cushion	EACH

Payment is full compensation for completing the necessary repair work to restore the state owned crash cushion to a safe and operational condition, including replacement of damaged, unusable components.

The department will pay for additional traffic control measures, if required, under the respective traffic control bid items in the contract.
(10/24/2017)

63. Roadway Cleanup, Item SPV.0060.206.

A Description

This special provision describes removing trash, tires and other debris from the IH 39 roadway during bi-directional traffic operations.

B (Vacant)

C Construction

Roadway cleanup will be scheduled by the department to occur on a once per month basis. For months with holiday work restrictions, the cleanup will be scheduled to occur immediately prior to the holiday break. The cleanup will occur on a weeknight, Tuesday thru Thursday, during the time from 12:00 AM to 5:00 AM.

Traffic control for roadway cleanup will be provided by the department with the assistance of the Wisconsin State Patrol. A rolling slowdown will be used for traffic control. The necessary advanced signing and law enforcement personnel are required to be on site prior to and during the rolling slowdown operation. Arrangements for implementing a rolling slowdown on IH 39 will be made by Jeff Gustafson at the Southwest Region Madison Office (608-516-6400). A rolling slowdown will only be allowed in one direction (northbound or southbound) at a time. Concurrent northbound and southbound rolling slowdowns will not be allowed. A northbound rolling slowdown will occur immediately following a southbound rolling slowdown, or vice versa, to complete the roadway cleanup loop (both northbound and southbound) for the project length.

Provide personnel and equipment capable of retrieving and transporting all types of roadway debris from the travel lanes and shoulders. Temporary precast concrete barrier will be present on the left side and may be present on the right side (outside). All debris shall be removed from the roadway and shoulder areas within the concrete barriers. If no concrete barrier is located on the outside, the debris removal area shall be extended to include the construction clear zone.

D Measurement

The department will measure Roadway Cleanup as each individual unit, acceptably completed which includes both directions of the roadway (northbound and southbound) for the project's length of bi-directional traffic.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.206	Roadway Cleanup	EACH

Payment is full compensation for providing personnel and equipment to remove debris from the traffic lanes and shoulders for both directions (northbound and southbound) of IH 39, and disposal of collected debris. (10/16/2017)

64. Emergency Response to Traffic Incident Involving Roadside Safety Devices, Item SPV.0060.207.

A Description

This special provision describes providing prompt response to an emergency repair request of roadside safety devices on IH 39 or an IH 39 ramp that are damaged due to a vehicular collision during the time this contract is in effect. Roadside safety devices include concrete barrier temporary precast, crash cushions, guardrail, and energy absorbing terminals (EATs). For contractor owned devices, repair work shall be completed in accordance with sections 603, 614 or 643 of the standard specifications, and as directed by the engineer. For state-owned devices, repair work is covered under separate bid items.

B (Vacant)

C Construction

The contractor shall provide staff, equipment, and materials to the incident site within 45 minutes of receiving a repair request from the responding agency. Staff and equipment deployed shall be capable of completing the needed repairs as quickly as possible once repair work is started. Repair work shall be completed off of the traveled way to the maximum extent possible. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within 24 hours of the repair completion.

Contact information for the contractor's responsible party (the person or persons in charge of coordinating and completing repair efforts) shall be submitted to the engineer at the pre-construction meeting. This person(s) shall be available 24/7 during the duration of this contract.

If the contractor fails to be on-site of an incident within 45 minutes of receiving a repair request with the appropriate staff and equipment to make the necessary repairs, the department will assess the contractor \$2500 in liquidated damages for each 15-minute interval that the contractor is not present following the allotted 45-minute response time. Increments of 15 minutes or less will be assessed as a 15-minute increment. The engineer, or designated representative, will be the sole authority in determining assessable 15-minute increments. Liquidated damages will be assessed under the administrative item Failing to Open Road to Traffic.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the engineer.

D Measurement

The department will measure Emergency Response to Traffic Incident Involving Roadside Safety Devices as each individual response, 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.0060.207	Emergency Response to Traffic Incident Involving Roadside Safety Devices	EACH

Payment is full compensation for providing prompt response to an emergency repair request of roadside safety devices located within the project limits.

The department will pay for additional traffic control measures, if required, under the respective traffic control bid items in the contract.
(10/24/2017)

65. Furnishing Temporary Snow Fence, Item SPV.0090.001; Installing Temporary Snow Fence, Item SPV.0090.002.

A Description

This special provision describes furnishing, removing and storing, and installing temporary snow fence on to woven wire right-of-way fence to block snow from crossing a highway.

B Materials

B.1 Snow Fence

Furnish a snow fence consisting of wood slats woven together with five 2-wire strands of galvanized wire, as described below.

Wood slats - No. 1 aspen, spruce, or poplar; or southern yellow pine; 3/8 inch thick by 1-1/2 inches wide by 4 feet high. The permissible variation in width shall not exceed 1/16 inch and 1/4 inch in length. Thickness shall be a minimum of 3/8 inch but shall not exceed 9/16 inch. Both ends shall be cut square.

The galvanized wire shall not be thinner than 13-gauge steel wire, with no less than two 360 degree twists of the wire in the weave between the slats.

The slats shall be spaced 2-1/4 inches apart, plus or minus 1/4 inch.

B.2 Galvanized Wire

Furnish galvanized 11-gauge steel wire to attach snow fence to woven wire right-of-way fence.

C Construction

Securely fasten the snow fence to the woven wire right-of-way fence with the galvanized wire at the locations shown on the plans. The snow fence shall be installed prior to November 15. If the woven wire right-of-way fence is subsequently moved or replaced as part of the project work; remove, store, and re-attach the snow fence to the moved or new woven wire fence after the woven wire fence is installed.

D Measurement

The department will measure Furnishing Temporary Snow Fence and Installing Temporary Snow Fence by the linear foot, acceptably furnished and installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.001	Furnishing Temporary Snow Fence	LF
SPV.0090.002	Installing Temporary Snow Fence	LF

Payment is full compensation for furnishing, removing and storing, and installing all materials including the wood slat fence and galvanized fastening wire.

(03/15/2016)

66. Re-Lap Guard Rail, Item SPV.0090.003.**A Description**

This special provision describes removing previously installed guard rail sections (W-beam, thrie beam, or thrie beam transition) and re-installing to orientate the lap connections to accommodate a change in traffic flow direction.

B Materials

Inspect all materials upon removal. Replace unserviceable posts, blocks, rail, and rail hardware with new as directed by the engineer according to standard spec 614.2.1.

C Construction

Remove guard rail sections and re-install with the correct lap direction for the appropriate traffic flow condition. Install guard rail according to standard spec 614.3.2.2.

D Measurement

The department will measure Re-Lap Guard Rail by the linear foot in place, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.003	Re-Lap Guard Rail	LF

Payment is full compensation for removing guard rail; re-installing guard rail with the correct lap direction; replacement of unserviceable elements.

(4/10/2017)

67. Compost Tube, Item SPV.0090.150.

A Description

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

B Materials

Provide compost that:

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

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

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

Provide quality control documentation that includes the following:

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

Compost must comply with the following:

PROPERTY	TEST METHOD	REQUIREMENT
Particle Size	*TMECC 02.02-B Sample Sieving for Aggregate Size Classification % Dry Weight Basis	100% Passing, 3 inch 90 – 100% Passing, 1 inch 70 – 100% Passing, ¾ in 30 – 75% Passing, ¼ inch Maximum length 6 inches
pH	TMECC 04.11-A Elastometric pH 1:5 Slurry Method pH Units	6.0-8.0
Soluble Salts	TMECC 04.10-A Electrical Conductivity 1:5 Slurry Method dS/m (mmhos/cm)	Below 5.0
Moisture Content	TMECC 03.09-A Total Solids and Moisture at 70+/- 5 deg C % Wet Weight Basis	35 – 50
Organic Matter Content	TMECC 05.07-A Loss-On-Ignition Organic Matter Method (LOI) % Dry Weight Basis	Minimum 40% Max 60% ash content
Maturity	TMECC 05.05-A Germination and Vigor "Germination and Root Elongation" Seed Emergence Seedling Vigor % Relative to Positive Control	80 or Above
Physical Contaminants	TMECC 02.02-C Man Made Inert Removal and Classification: Plastic, Glass and Metal % >4mm fraction, dry mass (weight) basis	Less than 1%
Pathogens	Shall meet Class A requirements for pathogens as specified in NR 204.07(6)(a)	Pass
Chemical Contaminants	Shall meet pollutant concentrations as specified in NR 204.07(5)(c)	Pass
Carbon to Nitrogen Ratio	C:N	10:1 – 20:1

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

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

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

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

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

C Construction

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

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

C.1 Maintenance

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.150	Compost Tube	LF

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

(9/6/2016)

68. Maintenance and Removal of Concrete Barrier Temporary Precast Left In Place by Others, Item SPV.0090.200.

A Description

This special provision describes maintaining and removing concrete barrier temporary precast left in place by others according to standard spec 603. The concrete barrier temporary precast left in place by others becomes the property of the contractor upon notice to proceed.

B Materials

Furnish any replacement materials for the concrete barrier temporary precast left in place by others that is according to the pertinent requirements of standard spec 603.3.2.

C Construction

Maintain and remove the concrete barrier temporary precast according to the pertinent requirements of standard spec 603.3.

D Measurement

The department will measure Maintenance and Removal of Concrete Barrier Temporary Precast Left In Place by Others by the linear foot acceptably completed, measured along the base of the barrier 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.0090.200	Maintenance and Removal of Concrete Barrier Temporary Precast Left In Place by Others	LF

Payment is full compensation for maintaining and removing the concrete barrier temporary precast; and for removing and disposing of all materials.

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.

(11/14/2013)

69. Traffic Channelizing Curb System Furnished, Item SPV.0090.201; Traffic Channelizing Curb System Installed, Item SPV.0090.202.

A Description

This special provision describes providing, maintaining and removing temporary traffic channelizing curb system at locations the plans show or the engineer directs.

B Materials

B.1 General

Furnish a temporary traffic channelizing curb system with a base component consisting of interlocking units and flexible vertical component. The system shall be constructed of material resistant to ultraviolet light, ozone, and hydrocarbons. The units shall interface with each other to form a temporary continuous longitudinal lane channelizing system separating traffic lanes. Provide a system that is fastened to or placed on the underlying pavement surface according to the manufacturer's recommendations. The system shall be continuous interlocking modules and allow for cross drainage under or around the curb modules.

The channelizing system shall meet the requirement of National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH). Submit a copy of the FHWA approval letter to the engineer.

B.2 Curb Unit

The curb sections shall be approximately 12" wide and shall not exceed 4" in height. Curb sides shall be sloped to allow crossover by emergency vehicles. Normal curb sections shall be a minimum of 40 inches and a maximum of 48 inches long. The transition sections shall be 18 inches long and shall not exceed 2 inches in height at the exposed nose. The units shall be yellow if used in a work zone installation or a permanent installation adjacent to yellow pavement markings, and white if used in a permanent installation adjacent to white pavement markings.

B.3 Vertical Component

Provide at least one vertical component for every four modular curb units or 12 feet to 14 feet uniformly spaced along the channelizing system. The vertical component shall be orange in color if used in a work zone installation. The component shall be yellow if used in a permanent installation adjacent to yellow pavement markings, and white if used in a permanent location adjacent to white pavement markings.

The vertical component shall be a minimum of 36 inches and a maximum of 48 inches in height measured from the pavement surface. The width should be approximately 8 to 9 inches for elliptical designs and 4 to 6 inches for round (tubular) designs.

The vertical component shall be equipped with reflective sheeting or with reflective stripes conforming to standard spec 637.2.2.2. Where stripes are used, the stripes shall consist of two 3-inch wide bands placed a maximum of 2 inches from the top with a maximum of 4 inches between the bands. The base component shall be equipped with reflectors.

C Construction

C.1 Installation

Install the channelizing system according to the manufacturer's recommendations. Remove all conflicting pavement marking, raised pavement marker and delineator posts in the location where the channelizing system is to be installed. Follow manufacturer's installation procedures regarding anchoring systems into the various types of roadway surfaces. Only use anchors and hardware provided by the manufacturer.

C.2 Relocate

Relocate the channelizing system at locations the plans show or the engineer directs.

C.3 Maintenance

Replace damaged retroreflecting sheeting, misaligned curb units, damaged vertical components, and anchorbolts within 24 hours after the damage is reported to the contractor.

C.4 Removal

Repair all holes left in pavement when the temporary traffic channelizing curb system is removed. Holes shall be filled with an engineer-approved non-shrink grout.

Upon completion of the project, remove the channelizing system. The temporary channelizing system shall remain the property of the contractor for systems used in temporary traffic control applications.

D Measurement

The department will measure Traffic Channelizing Curb System Furnished by linear foot, acceptably completed, measured as the maximum linear footage of Traffic Control Channelizing Curb System required on the project site at any one time.

The department will measure Traffic Control Channelizing Curb System Installed by the linear foot, acceptably completed, measured along the base of the curb after each 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.0090.201	Traffic Channelizing Curb System Furnished	LF
SPV.0090.202	Traffic Channelizing Curb System Installed	LF

Payment is full compensation for delivering, installing, maintaining, and removing the channelizing systems.

70. Glare Screen Furnished, Item SPV.0090.203; Glare Screen Installed, Item SPV.0090.204.

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

The department will measure 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.0090.203	Glare Screen Furnished	LF
SPV.0090.204	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.

(5/31/2016)

71. Repair State Owned Concrete Barrier Temporary Precast, Item SPV.0090.205.

A Description

This special provision describes providing emergency repair services to state owned concrete barrier temporary precast located on IH 39 or an IH 39 ramp that is knocked out of alignment or damaged due to a vehicular collision during the time this contract is in effect. Repair services may also include the replacement of unsuitable sections of concrete barrier due to extensive damage sustained during a collision. This work shall be in accordance with standard spec 603, as directed by the engineer, and as hereinafter provided. Responding to the incident site with the appropriate staff, equipment and materials is covered under a separate bid item.

B (Vacant)

C Construction

Repairs shall be completed as quickly as possible once repair work is started. Repair work shall be completed off of the traveled way to the maximum extent possible.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the engineer.

D Measurement

The department will measure Repair State Owned Concrete Barrier Temporary Precast by the linear foot, acceptably repaired.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.205	Repair State Owned Concrete Barrier Temporary Precast	LF

Payment is full compensation for completing the necessary repair work to restore the state-owned barrier system to a safe and operational condition; including replacement of damaged, unusable units.

The department will pay for additional traffic control measures, if required, under the respective traffic control bid items in the contract.

(10/24/2017)

72. Survey Project 1007-11-74 with Optional AMG for Concrete Pavement and Base Course, Item SPV.0105.002.

A Description

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

Add the following to standard spec 105.6.1:

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

Replace standard spec 105.6.2 with the following:

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

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

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

Delete standard spec 650.1.

B (Vacant)

C Construction

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

Replace standard spec 650.3.8 with the following:

650.3.8 Concrete Pavement

650.3.8.1 General

- (1) Under the Construction Staking Concrete Pavement bid item the contractor may substitute automated machine guidance (AMG) for conventional staking on all or part of the concrete pavement and underlying base.

650.3.8.2 Conventional Concrete Pavement Staking

- (1) Set construction stakes or marks at 25-foot intervals. Set and maintain additional stakes as necessary to establish location and grade along intersecting road radii; and for auxiliary lanes, vertical curves, horizontal curves, and curve transitions according to the plans. Locate stakes to within 0.02 feet horizontally and establish elevations to within 0.01 feet vertically. Set and maintain sufficient additional stakes at each cross-section to achieve the required accuracy and to support the method of operations.

650.3.8.3 Automated Machine Guidance for Concrete Pavement

650.3.8.3.1 General

- (1) No base or paving stringlines are required for AMG work.
- (2) Coordinate with the engineer throughout the course of construction to ensure that work performed using AMG conforms to the contract tolerances and that the methods employed conform to the contractor's AMG work plan and accepted industry standards. Address AMG issues at weekly progress meetings.
- (3) Furnish a robotic total station rover rod with prism and controller for engineer use during base course placement and paving operations. Furnish copies of user manuals and technical support to project staff for the equipment provided. Equipment furnished for engineer use remains the property of the contractor with the department responsible for repair or replacement of damaged equipment. Provide equipment from 1 week prior to the start of AMG base course trimming operations until completion of AMG paving operations. If there are multiple phases of AMG paving operations, the equipment does not need to remain on site between phases.

- (4) Provide the department field staff up to 8 hours of formal training on contractor's AMG systems.

650.3.8.3.2 AMG Work Plan

- (1) Submit a comprehensive written AMG work plan for department review at least five business days before the preconstruction conference. The engineer will review the plan to determine if it conforms to the requirements of this special provision.
- (2) Trim the base course and place concrete pavement as the contractor's AMG work plan provides. Update the plan as necessary during construction.
- (3) The AMG work plan should discuss how AMG technology will be integrated into other technologies employed on the project. Include, but do not limit the contents to, the following:
 1. Designate which portions of the contract will be done using AMG and which portions will be done using conventional staking.
 2. Describe the manufacturer, model, and software version of the AMG equipment including the angular accuracy and the measurement frequency of the guidance system.
 3. Provide information on the qualifications of contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for AMG technology issues.
 4. Describe how project control is to be established. Include a list and map showing control points enveloping the site. Incorporate department-provided primary control and contractor-provided secondary control into a single site control network. At a minimum provide secondary control every 250 feet on alternating sides of the traveled way outside of the grading limits. Use engineer-approved survey markers. Ensure that secondary control points are accurate to within 0.02 feet horizontally and to within 0.01 feet vertically.
 5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to check the site calibration. Describe the site calibration and checking frequency as well as how the site calibration and checking information will be documented.
 6. Describe the contractor's quality control procedures. Describe procedures for checking, mechanical calibration, and maintenance of equipment. Include the frequency and type of checks performed to ensure that the trimmed base and concrete pavement conform to the contract plans.

650.3.8.3.3 Equipment

- (1) Use robotic total station machine guidance or other engineer approved combination of methodologies to meet the contract requirements.
- (2) Perform periodic sensor calibrations and other routine adjustments as required to ensure that the trimmed base and concrete pavement conform to the contract plans.

650.3.8.3.4 Geometric and Surface Information

650.3.8.3.4.1 Department Responsibilities

- (1) The department will provide design model information as outlined in the Design Model Data article of these special provisions.

650.3.8.3.4.2 Contractor Responsibilities

- (1) Review department-provided design model data for areas of the project employing AMG. Report inconsistencies between that data and the contract plans to the engineer and work with the engineer to resolve those inconsistencies. Develop a contractor construction model.
- (2) Obtain elevations of adjacent pavement and bridges at centerline, edge of pavement, and other locations necessary to characterize existing profile and cross slope. Adjust design profile grade and cross slope to provide a smooth transition from the new pavement to the existing pavement or bridge. Notify the engineer when a smooth profile cannot be provided. Submit final adjusted plan elevations to the engineer.
- (3) Provide the resulting construction model data proposed for the paving operation to the department in LandXML v1.2 or AutoCAD DWG.

650.3.8.3.4.3 Managing and Updating Information

- (1) Notify the department of any errors or discrepancies in department-provided information. The department will determine what revisions may be required. The department will revise the contract plans, if necessary, to address errors or discrepancies that the contractor identifies. The department will provide the best available information related to those contract plan revisions.
- (2) Revise the construction model as required to support construction operations and to reflect any contract plan revisions the department makes. Perform checks to confirm that the revised construction model agrees with the contract plan revisions. Provide a copy of the resulting adjusted construction model data to the engineer in LandXML v1.2 or AutoCAD DWG. The department will pay for costs incurred to incorporate contract plan revisions as extra work.

650.3.8.3.5 Site Calibration

- (1) Designate a set of control points for site calibration for the portion of the project employing AMG machine guidance. Incorporate the department-provided control framework used for the original survey and design.

- (2) Calibrate the site by determining the parameters governing the transformation of AMG information into the project coordinate system. Use the full set of control points designated under standard spec 650.3.8.3.5 (1) for the initial site calibration. Provide the resulting site calibration file to the engineer before beginning base construction operations.

650.3.8.3.6 Construction Checks

650.3.8.3.6.1 Daily Calibration Checks

- (1) In addition to the site calibration, perform site calibration checks. At a minimum, check the calibration at the start of each day as described in the contractor's AMG work plan. Report out-of-tolerance checks to the engineer. The measured position must match the established position at each individual control point within the following tolerances:
 - Horizontally to 0.02 feet or less.
 - Vertically to 0.01 feet or less.
- (2) Discuss the previous week's daily calibration check results at the weekly progress meeting for monitoring the AMG work.

650.3.8.3.6.2 Final Base Checks

- (1) Check the trimmed base against the plan elevation at randomly selected points on cross sections located at stations evenly divisible by 100. Conduct at least one random check per 250 lane-feet corresponding to the basic units used to assess pavement thickness under standard spec 415.3.16. Also check the trimmed base at additional points as the engineer directs. Notify the engineer at least two business days before making final checks so the engineer can observe the process.
- (2) Ensure that no individual check is off by more than 0.02 foot vertically of the adjusted plan elevation. Notify the engineer if this criterion is exceeded.
- (3) The department may conduct periodic independent base checks. The department will notify the contractor if any individual check differs by more than 0.05 foot horizontally or 0.02 foot vertically from the design.

650.3.8.3.6.3 Final Pavement Checks

- (1) Check the pavement at drainage structures, bridges, driveways, intersections, ramp termini, and additional points as the engineer directs. Notify the engineer at least two business days before making final checks so the engineer can observe the process.
- (2) Notify the engineer and suspend paving operations immediately if the final pavement surface does not match existing structures or pavement within 0.02 foot vertically.
- (3) The department may conduct periodic independent pavement elevation checks. The department will notify the contractor if any individual check differs by more than 0.05 foot horizontally or 0.02 foot vertically from the adjusted plan.

D Measurement

The department will measure Survey Project 1007-11-74 with Optional AMG for Concrete Pavement and Base Course as a single lump sum 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.0105.002	Survey Project 1007-11-74 with Optional AMG for Concrete Pavement and Base Course	LS

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

(3/29/2017)

73. Relocate Roadside DMS, Item SPV.0105.401.

A Description

This special provision describes relocating a roadside DMS and all associated equipment as indicated on the plans.

B Materials

Provide all tools and equipment necessary to relocate the roadside DMS and all associated equipment. Associated equipment includes all existing items at the roadside DMS, including but not limited to, pole-mounted cabinet, cellular modem and antenna, mounting hardware, and cables/wires. Removal of the DMS posts and foundations will be paid for under another bid item.

C Construction

Prior to relocating, the Field System Integrator must determine if the roadside DMS is fully functional. If any part of the roadside DMS is found to not meet original manufacturer's specifications, contact Kyle Hemp of the WisDOT SW Region at (608) 246-5367.

Carefully relocate the existing roadside DMS and associated equipment as indicated on the plans. The associated equipment shall be installed on a type 5 aluminum pole.

Connect the power and control cables according to the manufacturer's recommendations. Bond the bottom of the sign structure to one or more ground rods. Use exothermic welding at each end of the ground wire (unless the steel structure has a suitable grounding lug). Use an AWG # 6 solid, bare copper wire to bond the sign structure to the ground rod(s). Use a device that measures resistance to ground using the three-point fall-of-potential method to ensure that the resistance from the sign's ground bar to ground does not exceed 4 ohms. Add more ground rods if necessary to achieve this requirement. All grounding components will be considered incidental to Relocate Roadside DMS.

Storage of materials during the relocation process is the responsibility of the contractor and is incidental to this item.

Any materials which are damaged during the relocation process will be repaired or replaced at the expense of the contractor.

D Measurement

The department will measure Relocate Roadside DMS, 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.0105.401	Relocate Roadside DMS	LS

Payment is full compensation for relocating the roadside DMS and associated equipment.

74. Longitudinal Grooving Bridge Deck, Item SPV.0165.701.

A Description

This special provision describes providing longitudinal deck grooves parallel to the centerline of the roadway prior to opening the bridge to traffic as directed by the engineer.

B Materials

Use a grooving machine containing blades mounted on a multi-blade arbor on a self-propelled machine built for grooving hardened concrete surfaces.

Use a grooving machine with a depth control device that detects variations in the deck surface and adjusts the cutting head height to maintain a specified depth of groove.

Equip the grooving machine with a guide device to control multi-pass alignment.

C Construction

Groove the pavement longitudinally without damaging the concrete deck surface.

Complete a longitudinal grooving operation that results in a uniformly grooved deck surface. Cut grooves continuously across the deck width to within 18 inches of the barrier rail, curb line, or median divider. If metal floor drains extend more than 18 inches from the barrier rail, curb line, or median divider, all grooves on the bridge deck surface are to end within 6 inches of the floor drain perimeter.

At skewed metal edged expansion joints in the bridge deck surface, end all grooves on the bridge deck surface within 6 inches of the joint leaving no ungrooved surface adjacent to each side of the joint greater than 6 inches in width on the deck side of the expansion joints.

Produce grooves that are continuous across construction joints or other joints in the concrete deck surface less than ½-inch wide.

Construct longitudinal grooves with the following criteria:

Width (In)	Depth (In)	Spacing C-C (In)	Width Tolerance (In)	Depth Tolerance (In)	Spacing Tolerance (In)
1/8	3/16	3/4	0 to 1/16	± 1/16	± 1/16

Collect, remove and dispose of solid material residue and liquid waste resulting from grooving operations by vacuuming in a manner satisfactory to the engineer.

D Measurement

The department will not measure Longitudinal Grooving Bridge Deck. The department will use pay plan quantity according to standard spec 109.1.1.2.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.701	Longitudinal Grooving Bridge Deck	SF

Payment is full compensation for providing the required machinery and operators; for grooving, for collecting, removing and properly disposing of all waste materials.

(1/5/2017)

75. Excavation, Hauling, and Disposal of Contaminated Soil, Item SPV.0195.700.

A Description

A.1 General

This special provision describes excavating, loading, hauling, and disposing of contaminated soil at a DNR approved landfill. The closest DNR approved landfills are:

Waste Management Madison Prairie Landfill
6002 Nelson Road
Sun Prairie, WI 53590
(608) 837-9031

Janesville City Landfill
225 Black Ridge Road
Janesville, WI 53545
(608) 755-3110

Advanced Disposal Services Mallard Ridge Landfill
W8470 State Road 11
Delevan, WI 53115
(262) 724-3257

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

A.2 Notice to contractor

The department has completed testing for soil contamination for similar creosote bridge timber piles. Testing indicated that creosote-contaminated soil is potentially present within five feet of the creosote timbers. If encountered, contaminated soil maybe suitable for reuse as backfill on the project or disposed at a DNR approved landfill. In order to determine the proper waste characterization, provide for the temporary stockpiling of excavated soils adjacent the creosote timbers, or complete test pits to provide the environmental consultant soil samples from immediately adjacent the creosote timbers. The environmental consultant will advise the contractor within five business days of the disposal requirements.

A.3 Coordination

Coordinate work under this contract with the environmental consultant retained by the department:

Consultant: TRC Environmental Corporation
Contact: Mr. Dan Haak
Address: 708 Heartland Trail, Suite 3000, Madison, WI 53717
Phone: (608) 826-3628
Fax: (608) 826-3941
E-mail: dhaak@trcsolutions.com

The role of the environmental consultant will be limited to:

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

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

Identify the DNR approved landfill that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be

responsible for obtaining the necessary approvals for disposal of contaminated soils from the landfill.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

A.4 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR's concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding the investigations, including waste characterization within the project limits, contact Jennifer Grimes with the department at (608) 844-1147.

A.5 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

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

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

Disposal of contaminated soil at the landfill facility is subject to the facility's safety policies, which include as a minimum:

1. No smoking is allowed on-site.
2. Maximum speed limit of 15 mph on access roads and 5 mph while in active area.
3. All persons entering the active area must wear the following personal protective equipment: hard hats, high visibility clothing, steel toed work boots, safety glasses, and seat belts.

4. Minimum requirement for spacing is as follows:
 - a. A minimum 15 foot Safety Zone is required between landfill equipment and all personnel at all times.
 - b. Do not back up directly behind the compactor or dozer.
 - c. Trucks must yield the right-of-way to landfill equipment.
 - d. 15 feet required between trucks.
5. Only the driver can exit the truck and must stay within 4 feet of the truck. Use of Spotter is prohibited. Helper (if any), must remain in vehicle while unloading.
6. Tailgates of all vehicles may only be opened while in the active area and must be closed prior to exiting the active area.
7. Cleaning out vehicles must be done in designated area, not in the active area. Vehicles must be properly locked out / tagged out according to OSHA during the clean out process.
8. No scavenging is allowed.
9. Horseplay is prohibited.

Violation of the landfill's safety policy will result a verbal or written warning explaining this policy and may result in the loss of dumping privileges.

Immediately report all accidents and injuries at the landfill to landfill management.

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

The environmental consultant will periodically examine excavated soil during excavations in the areas of soil contamination from creosote treated timber bridge pilings within the construction limits.

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated and to ensure that excavations do not extend beyond the minimum required to construct utilities and highway improvements unless expressly directed to do so by the engineer.

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite disposal at a DNR approved landfill or can be beneficially re-used on-site. The environmental consultant will evaluate excavated soil based on field screening results and visual observations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 10 cubic yards excavated.

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

- Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, broken pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or
- Low-level contaminated material for reuse as fill within the construction limits, or
- Contaminated soil for off-site disposal at the DNR approved landfill, or
- Potentially contaminated for temporary stockpiling and additional characterization prior to disposal.

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 200 cubic yards of contaminated soil on-site that require additional characterization. Construct and maintain a temporary stockpile of the material according to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation. The department's environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor, within five business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the DNR approved disposal facility by the contractor or, if characterized as hazardous waste, by the department. As an alternative to temporarily stockpiling contaminated soil/fill material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such soil is encountered until such time as characterization is completed.

Directly load and haul soils designated by the environmental consultant for off-site disposal to the DNR approved landfill. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids. Verify that the vehicles used to transport contaminated material are licensed for such activity according to applicable state and federal regulations.

When material is encountered outside the above-identified limits of known contamination that appears to have been impacted with petroleum or chemical products, or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer and the environmental consultant.

Groundwater may be present within the construction limits. Water generated during dewatering operations (if necessary) is expected to be permitted to discharge to the surface except in the contaminated areas. If dewatering of perched groundwater or stormwater is required, allow stormwater to settle for 24 hours after a rain event, after which the water shall be managed as uncontaminated dewatering, unless the environmental consultant has evidence that the water will require treatment and/or off-site disposal.

Contaminated groundwater generated from dewatering activities within the contaminated areas may exceed the surface water discharge limits for petroleum compounds specified in the DNR's "General Permit to Discharge under the Wisconsin Pollutant Discharge Elimination System" for "Contaminated Groundwater from Remedial Action Operation" (WPDES Permit No. WI-0046566-5), Table 3.1.

Employ construction methods and techniques in a manner that will minimize the need for dewatering, and if dewatering is required, minimize the volume of water generated. Take measures to limit groundwater, surface water, and precipitation from entering and exiting excavations in the areas of contamination. Such measures, which may include berming, ditching, or other means, shall be maintained until construction of utilities in the areas of contamination are complete.

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.700	Excavation, Hauling, and Disposal of Contaminated Soil	TON

Payment is full compensation for excavating, segregating, loading, hauling, and disposal of contaminated soil; tipping fees including applicable taxes and surcharges; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and for dewatering of soils prior to transport, if necessary.

**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 3 (number) TrANS Apprentice(s) be utilized on this contract.

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE [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://wisconsin.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:

104.10.1 General

Replace paragraph four with the following effective with the December 2017 letting:

- (1) Subsection 104.10 specifies a 2-step process for contractors to follow in submitting a cost reduction incentive (CRI) for modifying the contract in order to reduce direct construction costs computed at contract bid prices. The initial submittal is referred to as a CRI concept and the second submittal is a CRI proposal. The contractor and the department will equally share all savings generated to the contract due to a CRI as specified in 104.10.4.2(1). The department encourages the contractor to submit CRI concepts.

104.10.4.2 Payment for the CRI Work

Replace paragraph four with the following effective with the December 2017 letting:

- (1) The department will pay for completed CRI work as specified for progress payments under 109.6. The department will pay for CRI's under the Cost Reduction Incentive administrative item. When all CRI costs are determined, the department will execute a contract change order that does the following:
1. Adjusts the contract time, interim completion dates, or both.
 2. Pays the contractor for the unpaid balance of the CRI work.
 3. Pays the contractor 50 percent of the net savings resulting from the CRI, calculated as follows:

$$NS = CW - CRW - CC - DC$$

Where:

NS = Net Savings

CW = The cost of the work required by the original contract that is revised by the CRI. CW is computed at contract bid prices if applicable.^[1]

CRW = The cost of the revised work, computed at contract bid prices if applicable.^[1]

CC = The contractor's cost of developing the CRI proposal.

DC = The department's cost for investigating, evaluating, and implementing the CRI proposal.

^[1] The department may adjust contract bid prices that, in the engineer's judgement, do not represent the fair value of the work deleted or proposed.

108.11 Liquidated Damages

Replace paragraphs two and three with the following effective with the December 2017 letting:

- (2) This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the department from the contractor for the added cost of engineering and supervision resulting from the contractor's failure to complete the work within the contract time.
- (3) Unless enhanced in the special provisions, the department will assess the following daily liquidated damages

LIQUIDATED DAMAGES

ORIGINAL CONTRACT AMOUNT		DAILY CHARGE	
FROM MORE THAN	TO AND INCLUDING	CALENDAR DAY	WORKING DAY
\$0	\$250,000	\$850	\$1700
\$250,000	\$500,000	\$815	\$1630
\$500,000	\$1,000,000	\$1250	\$2500
\$1,000,000	\$2,000,000	\$1540	\$3080
\$2,000,000	—	\$2070	\$4140

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

203.3.2.2 Removal Operations

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

203.3.2.2.1 General

- (1) Except as specified below for closing culverts, remove the entire top slab of box culverts and the entire superstructure of other culverts and bridges designated for removal. Completely remove existing piles, cribs, or other timber construction within the limits of new embankments, or remove these structures to an elevation at least 2 feet below finished ground line. Remove sidewalls or substructure units in water to an elevation no higher than the elevation of the natural stream or lake bed, or, if grading the channel is required under the contract or the plans, to the proposed finished grade of the stream or lake bed. Remove sidewalls or substructure units not in water down to at least 2 feet below natural or finished ground line.
- (2) If extending or incorporating existing culverts and bridges in the new work, remove only those parts of the existing structure as necessary to provide a proper connection to the new work. Saw, chip, or trim the connecting edges to the required lines and grades without weakening or damaging the remaining part of the structure. During concrete removal, do not damage reinforcing bars left in place as dowels or ties incorporated into the new work.
- (3) Remove pipe culverts designated for salvage in a way that prevents damage to the culverts.
- (4) Dismantle steel structures or parts of steel structures designated for salvage in a way that avoids damage to the members. If the contract specifies removing the structure in a way that leaves it in a condition suitable for re-erection, matchmark members with durable white paint before dismantling. Mark pins, bolts, nuts, loose plates, etc., similarly to indicate their proper location. Paint pins, bolts, pinholes, and machined surfaces with a department-approved rust preventative. Securely wire loose parts to adjacent members, or label and pack them in boxes.
- (5) Remove timber structures or parts of timber structures designated for salvage in a way that prevents damage to the members.
- (6) If the engineer approves, the contractor may temporarily use materials designated for salvage in falsework used to construct new work. Do not damage or reduce the value of those materials through temporary use.

203.3.2.2.2 Deck Removal

- (1) Protect the work as specified in 107.14 during deck removal. Minimize debris falling onto water surfaces and wetlands as the contract specifies in 107.18 or in the special provisions. Also, minimize debris falling on the ground and roadway.
- (2) Do not damage existing bar steel reinforcement, girders, or other components that will be incorporated in new work. Remove decks on prestressed concrete girders using a hydraulic shear or other engineer-approved equipment. Thoroughly clean, realign, and retie reinforcement as necessary.
- (3) After deck removal is complete, notify the engineer to request a damage survey. Point out damage to the engineer. Allow one business day for the engineer to complete the damage survey. If damage is identified, the department will determine if repairs or girder restoration will be allowed.
- (4) If the department allows girder restoration, have a professional engineer registered in the State of Wisconsin analyze the effect of the damage to the bridge, make recommendations, and prepare signed and sealed computations and structural details required to restore girders to their previous structural capacity. Submit the restoration proposal, including analysis and structural details, to the department and design engineer of record. The department will accept or reject the restoration proposal within 3 business days. Do not begin restoration work until the department allows in writing.
- (5) The engineer will not extend contract time to assess or remediate contractor caused damage.

203.5.1 General

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

- (2) Payment is full compensation for breaking down and removing; costs associated with contractor-caused damage; required salvaging, storing, and disposing of materials; and, unless the contract specifies granular backfill, for backfilling.
-

415.2.3 Expansion Joint Filler

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Furnish expansion joint filler conforming to AASHTO M153, AASHTO M213, ASTM D7174, or ASTM D8139 in lengths equal to the pavement lane width and of the thickness and height the plans show. Where dowel bars are required, use filler with factory-punched holes at the dowel bar locations and with a diameter not greater than 1/8 inch larger than the nominal dowel bar diameter.
-

415.3.20 Filling Joints

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

- (2) Clean joints of laitance, curing compound, and other contaminants before filling. Saw construction joints at least 3/4 inches deep before filling. Sawing is not required for tooled joints in curb and gutter. Sandblast or waterblast exposed joint faces using multiple passes as required to clean joint surfaces of material that might prevent bonding. Blow clean and dry with oil-free compressed air immediately before filling.
- =====
-

415.5.1 General

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

- (6) Payment for Concrete Pavement Joint Filling is full compensation for filling concrete pavement joints; filling adjacent curb and gutter joints; and for sawing.
-

440.3.4.2 Contractor Testing

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

- (2) Coordinate with the engineer at least 24 hours before making profile runs for acceptance unless the engineer approves otherwise. The department may require testing to accommodate staged construction or if corrective action is required.
-

502.2.7 Preformed Joint Filler

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use preformed joint filler conforming to AASHTO M153, AASHTO M213, ASTM D7174, or ASTM D8139.
-

502.3.7.8 Floors

Replace paragraph fourteen with the following effective with the December 2017 letting:

- (14) Unless specified otherwise, transversely tine finish the floors of structures with approach pavements designed for speeds of 40 mph or greater as specified in 415.3.8.3, except make the tining 1/8 inch in depth and do not perform tining within 12 inches of gutters. The contractor may apply a broom finish, described below, instead of the artificial turf drag finish required before tining. The contractor may perform tining manually, if it obtains a finish satisfactory to the engineer. Perform tining within 20 degrees of the centerline of bearing of the substructure units on bridge decks having skew angles of 20 degrees or greater.

614.2.1 General

Add the following as paragraph ten effective with the December 2017 letting:

- (10) Furnish guardrail reflectors from the department's APL.

614.3.2.1 Installing Posts

Add the following as paragraph five effective with the December 2017 letting:

- (5) Provide post-mounted reflectors every 100 feet with one at the beginning and end of each run and a minimum of three reflectors per run.

614.5 Payment

Replace paragraph four with the following effective with the December 2017 letting:

- (4) Payment for the Steel Thrie Beam, Steel Plate Beam Guard, Guardrail Stiffened, MGS Guardrail, Short Radius, and various transition bid items is full compensation for providing guardrail and transitions including post-mounted reflectors; for repairing damaged zinc coatings; and for excavating, backfilling, and disposing of surplus material.

641.2.9 Overhead Sign Supports

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

- (3) Provide steel pole shafts, mast arms or trusses, and luminaire arms zinc coated according to ASTM A123. The contractor may provide either straight or tapered pole and arm shafts unless the plans specify otherwise. Provide bolts and other hardware conforming to 641.2.2.

642.2.2.1 General

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

- (1) Provide each field office with two rooms, separated by an interior door with a padlock. Ensure that each room has a separate exterior door and its own air conditioner. Locate the office where a quality internet connection can be achieved.
- (2) Provide long distance telephone service via a land line for exclusive department use that has the following:
 - Two programmable touch-tone phones, one of which is cordless. Ensure that phone operations will not interfere with other telecommunications equipment.
 - Voice mail service or an answering machine.
- (3) Provide high-speed internet service for exclusive department use via cable or DSL connection with a modem/router and capable of supporting cloud enabled file sharing, voice over internet protocol (VoIP), video conferencing, and web based applications. Ensure that system meets the following:
 - Includes a wireless network for the field office.
 - Can accommodate IPSec based VPN products.
 - Has a bandwidth range as follows:

Field office with 1-5 staff:	A minimum connection speed of 5 Mbps download and 1 Mbps upload. If a cable or DSL option is not available the contractor may provide a personal hotspot using cell phone tethering or other device able to achieve the specified minimum speeds inside the field office.
Field office with 6 or more staff:	A minimum connection speed of 10 Mbps + 1/2 Mbps per user download and 5 Mbps upload.
Projects over 500 million dollars:	A minimum connection speed of 20 Mbps + 1/2 Mbps per user download and 10 Mbps upload. Coordinate network setup at the leased office with the WisDOT network team.
- (4) Provide and maintain a Windows 7 and Windows 10 compliant multi-function device with copy, print, and scan capabilities that can accommodate both 8 1/2" x 11" and 11" x 17" paper. Replenish paper, toner cartridges, and other supplies before fully expended. Ensure that department staff can connect to the device either directly or through the field office wireless network.

- (5) Equip with a drafting table with a drafter's stool. Except as specified in 642.2.2.4, provide 2 ergonomically correct office chairs in working condition with, at a minimum, the following:
1. Five-legged base with casters.
 2. Seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge.
 3. High backrest with no arms or adjustable arms.

645.2.2.2 Geotextile, Type SAS (Subgrade Aggregate Separation)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Furnish fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	170 lb
Minimum puncture strength	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 70
Minimum permittivity	ASTM D4491	0.35 s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.4 Geotextile, Type DF (Drainage Filtration)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Furnish fabric conforming with the physical requirements of either schedule A, schedule B, or schedule C as the contract specifies.

SCHEDULE A TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	110 lb
Minimum puncture strength	ASTM D6241	200 lb
Minimum apparent breaking elongation	ASTM D4632	30%
Maximum apparent opening size	ASTM D4751	300 µm
Minimum permittivity	ASTM D4491	0.70 s ⁻¹

SCHEDULE B TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	30%
Maximum apparent opening size	ASTM D4751	300 µm
Minimum permittivity	ASTM D4491	1.35 s ⁻¹

SCHEDULE C TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	600 µm
Minimum permittivity	ASTM D4491	1.00 s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.6 Geotextile, Type R (Riprap)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	205 lb
Minimum puncture strength	ASTM D6241	400 lb
Minimum apparent breaking elongation	ASTM D4632	15%

Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.12 s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.7 Geotextile, Type HR (Heavy Riprap)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength, lb	ASTM D4632	305 lb
Minimum puncture strength, lb	ASTM D6241	500 lb
Minimum apparent breaking elongation, %	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.40, s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.8 Geotextile, Type C (Modified SAS)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Grab tensile strength, lb	ASTM D4632	205 lb
Puncture strength, lb	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 50
Minimum permittivity	ASTM D4491	0.12 s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

715.3.1.3 Department Verification Testing

Replace paragraph one with the following effective with the December 2017 letting:

- (1) The department will perform verification testing as specified in 701.4.2 with additional testing as required to obtain at least 1 verification test per lot for air content, slump, temperature, and compressive strength.

Errata

Make the following corrections to the standard specifications:

106.3.3.1 General

Correct errata by changing "acceptance" to "approval."

- (1) For manufactured products or assemblies, the department may base approval on a product certification or require both a product certification and production plant certification.
-

205.3.1 General

Correct errata by deleting paragraph three to reflect current practice to incorporate suitable materials.

- (3) Replace unsuitable material with satisfactory material. Trim and finish the roadway. Maintain the work done under 205 in a finished condition until acceptance.
-

521.2 Materials

Correct errata by deleting bullet three and including aluminum coated pipe in bullet one.

- (1) Furnish corrugated steel pipe and steel apron end walls as follows:
 - Corrugated steel culvert pipe, steel apron endwalls, aluminum coated corrugated steel culvert pipe, and other components conforming to AASHTO M36.
 - Polymer coated corrugated steel culvert pipe and pipe arch fabricated from zinc coated sheet steel conforming to AASHTO M218. Before fabrication, coat the sheets on both sides with polymer protective coating grade 250/250 according to AASHTO M246. Fabricate the pipe according to AASHTO M245.
-

614.3.2.2 Installing Rail

Correct errata for splice location and allow punching or drilling holes and slots.

- (1) Install rail with lap splices in the direction of traffic. Ensure that the number and dimensions of holes and bolts conforms to the plan details for new splices. Place the round head of bolts on the traffic side.
 - (2) Cut rails to length by shearing or sawing; do not use cutting torches. Drill or punch bolt holes and slots; ensure that they are burr free. After installation, cut anchor bolts that project more than one inch from the nut to 1/2 inch from the nut; deburr the threaded end of cut bolts.
-

618.1 Description

Correct errata by deleting designated detours from the scope of Maintenance and Repair of Haul Roads.

- (1) This section describes maintaining, repairing, and restoring all public roads, streets, drainage facilities, and other components used for hauling by contractor, subcontractor, or supplier to support work for a department contract to its pre-haul condition. Public roads and streets shall be limited to those not a part of the State Trunk Highway System and from now on called haul roads.

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.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

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 at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual 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 truckdrivers 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 10/06/2017 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
8	06/02/2017
9	06/23/2017
10	07/14/2017
11	07/21/2017
12	07/28/2017
13	08/11/2017
14	08/25/2017
15	09/08/2017
16	09/22/2017
17	10/06/2017

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
BRICKLAYER.....	\$ 32.22	20.57

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
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
PILEDRIIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

ELEC0014-002 06/01/2017

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:.....	\$ 33.01	19.69

ELEC0014-007 06/05/2017

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 25.81	14.01
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 06/01/2017

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 38.50	30%+10.57

ELEC0158-002 06/05/2017

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:.....	\$ 31.48	19.18

ELEC0159-003 06/05/2017

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:.....	\$ 37.75	20.96

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 06/04/2017

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 35.90	25.64

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 06/01/2017		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 37.32	21.07

ELEC0494-005 06/01/2017		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.51	24.42

ELEC0494-006 06/01/2017		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.06	21.88

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 06/01/2017

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:.....	\$ 31.15	18.22

ELEC0890-003 06/01/2017		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,

RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 33.25	19.34

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 06/05/2017		

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 39.27	22.05
Group 2.....	\$ 38.77	22.05
Group 3.....	\$ 38.27	22.05
Group 4.....	\$ 38.01	22.05
Group 5.....	\$ 37.72	22.05
Group 6.....	\$ 31.82	22.05

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 06/01/2017

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 31.24	26.97
Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.		

IRON0008-003 06/01/2017

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.19	26.97
Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.		

IRON0383-001 06/01/2017

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.....	\$ 34.50	23.82

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 05/01/2017

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.50	26.45

IRON0512-021 05/01/2017

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.04	26.45

LABO0113-002 06/05/2017		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.80	21.34
Group 2.....	\$ 26.95	21.34
Group 3.....	\$ 27.15	21.34
Group 4.....	\$ 27.30	21.34
Group 5.....	\$ 27.45	21.34
Group 6.....	\$ 23.29	21.34

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 06/05/2017

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.05	21.34
Group 2.....	\$ 26.15	21.34
Group 3.....	\$ 26.20	21.34
Group 4.....	\$ 26.40	21.34
Group 5.....	\$ 26.25	21.34
Group 6.....	\$ 23.14	21.34

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 06/05/2017

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 25.86	21.34
Group 2.....	\$ 26.01	21.34
Group 3.....	\$ 26.21	21.34
Group 4.....	\$ 26.18	21.34
Group 5.....	\$ 26.51	21.34
Group 6.....	\$ 23.00	21.34

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 06/05/2017

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.....	\$ 30.71	16.79
Group 2.....	\$ 30.81	16.79
Group 3.....	\$ 30.86	16.79
Group 4.....	\$ 31.06	16.79
Group 5.....	\$ 30.91	16.79
Group 6.....	\$ 27.34	16.79

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 06/05/2017

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.99	16.79
Group 2.....	\$ 31.09	16.79
Group 3.....	\$ 31.14	16.79
Group 4.....	\$ 31.34	16.79
Group 5.....	\$ 31.19	16.79
Group 6.....	\$ 27.34	16.79

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 06/01/2017

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 33.74	18.95
Spray & Sandblast.....	\$ 34.74	18.95

PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEALEAU, AND
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2017

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 30.60	22.80
Brush.....	\$ 30.25	22.80
Spray & Sandblast.....	\$ 31.00	22.80

PAIN0802-002 06/01/2017

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 28.25	17.72

PREMIUM PAY:
 Structural Steel, Spray, Bridges = \$1.00 additional per
 hour.

PAIN0802-003 06/01/2017

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.....	\$ 24.89	12.05

PAIN0934-001 06/01/2017

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95

PAIN1011-002 06/01/2017

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 24.86	12.23

PLAS0599-010 06/01/2017

	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, TREMPEREAU, 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 06/01/2017

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 27.40	20.48
3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic.....	\$ 27.55	20.48

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

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Proposal ID: 20171212002 Project(s): 1007-11-74

Federal ID(s): WISC 2018001

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	55.000 STA	_____.	_____.
0004	201.0205 Grubbing	55.000 STA	_____.	_____.
0006	203.0100 Removing Small Pipe Culverts	31.000 EACH	_____.	_____.
0008	203.0200 Removing Old Structure (station) 001. 1529+00'SB'	LS	LUMP SUM	_____.
0010	203.0200 Removing Old Structure (station) 002. Sta 1714+45.85'SB'	LS	LUMP SUM	_____.
0012	203.0200 Removing Old Structure (station) 003. Sta 1904+79'SB'	LS	LUMP SUM	_____.
0014	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 001. Sta 1680+00'SB'	LS	LUMP SUM	_____.
0016	204.0100 Removing Pavement	101,057.000 SY	_____.	_____.
0018	204.0110 Removing Asphaltic Surface	446.000 SY	_____.	_____.
0020	204.0157 Removing Concrete Barrier	183.000 LF	_____.	_____.
0022	204.0165 Removing Guardrail	2,054.000 LF	_____.	_____.
0024	204.0170 Removing Fence	613.000 LF	_____.	_____.
0026	204.0180 Removing Delineators and Markers	144.000 EACH	_____.	_____.
0028	204.0210 Removing Manholes	5.000 EACH	_____.	_____.
0030	204.0220 Removing Inlets	9.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20171212002 Project(s): 1007-11-74

Federal ID(s): WISC 2018001

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 001. 18-Inch	929.000 LF	_____.	_____.
0034	204.0245 Removing Storm Sewer (size) 002. 30-Inch	147.000 LF	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 003. 36-Inch	702.000 LF	_____.	_____.
0038	204.0245 Removing Storm Sewer (size) 004. 42-Inch	90.000 LF	_____.	_____.
0040	204.9060.S Removing (item description) 001. Crash Cushions	15.000 EACH	_____.	_____.
0042	205.0100 Excavation Common	427,359.000 CY	_____.	_____.
0044	205.0400 Excavation Marsh	3,914.000 CY	_____.	_____.
0046	206.1000 Excavation for Structures Bridges (structure) 001. B-13-0700	LS	LUMP SUM	_____.
0048	206.1000 Excavation for Structures Bridges (structure) 002. B-13-0704	LS	LUMP SUM	_____.
0050	206.2000 Excavation for Structures Culverts (structure) 001. C-13-3076	LS	LUMP SUM	_____.
0052	206.2000 Excavation for Structures Culverts (structure) 002. C-13-3078	LS	LUMP SUM	_____.
0054	206.5000 Cofferdams (structure) 001. C-13-3076	LS	LUMP SUM	_____.
0056	206.5000 Cofferdams (structure) 002. C-13-3078	LS	LUMP SUM	_____.
0058	208.1100 Select Borrow	26,164.000 CY	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20171212002 Project(s): 1007-11-74

Federal ID(s): WISC 2018001

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	210.1500 Backfill Structure Type A	1,840.000 TON	_____.	_____.
0062	210.2500 Backfill Structure Type B	4,028.000 TON	_____.	_____.
0064	213.0100 Finishing Roadway (project) 001. 1007-11-74	1.000 EACH	_____.	_____.
0066	305.0110 Base Aggregate Dense 3/4-Inch	26,533.000 TON	_____.	_____.
0068	305.0120 Base Aggregate Dense 1 1/4-Inch	123,038.000 TON	_____.	_____.
0070	305.0130 Base Aggregate Dense 3-Inch	2,163.000 TON	_____.	_____.
0072	311.0115 Breaker Run	175.000 CY	_____.	_____.
0074	312.0110 Select Crushed Material	223,966.000 TON	_____.	_____.
0076	415.0120 Concrete Pavement 12-Inch **P**	242,762.000 SY	_____.	_____.
0078	415.0210 Concrete Pavement Gaps	2.000 EACH	_____.	_____.
0080	415.0410 Concrete Pavement Approach Slab **P**	358.000 SY	_____.	_____.
0082	415.5110.S Concrete Pavement Joint Layout	1.000 LS	_____.	_____.
0084	415.6000.S Rout and Seal	5,918.000 LF	_____.	_____.
0086	416.0620 Drilled Dowel Bars	186.000 EACH	_____.	_____.
0088	416.1010 Concrete Surface Drains **P**	13.900 CY	_____.	_____.
0090	416.1110 Concrete Shoulder Rumble Strips **P**	160,407.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20171212002 Project(s): 1007-11-74

Federal ID(s): WISC 2018001

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0092	440.4410 Incentive IRI Ride	43,000.000 DOL	1.00000	43,000.00
0094	450.4000 HMA Cold Weather Paving	182.000 TON	_____.	_____.
0096	455.0605 Tack Coat	9.000 GAL	_____.	_____.
0098	460.2000 Incentive Density HMA Pavement	1,537.000 DOL	1.00000	1,537.00
0100	460.5224 HMA Pavement 4 LT 58-28 S	379.000 TON	_____.	_____.
0102	460.6424 HMA Pavement 4 MT 58-28 H	2,024.000 TON	_____.	_____.
0104	465.0400 Asphaltic Shoulder Rumble Strips	1,906.000 LF	_____.	_____.
0106	501.1000.S Ice Hot Weather Concreting	6,560.000 LB	_____.	_____.
0108	502.0100 Concrete Masonry Bridges **P**	379.000 CY	_____.	_____.
0110	502.3200 Protective Surface Treatment **P**	1,889.000 SY	_____.	_____.
0112	502.3210 Pigmented Surface Sealer	275.000 SY	_____.	_____.
0114	502.4205 Adhesive Anchors No. 5 Bar	112.000 EACH	_____.	_____.
0116	503.0136 Prestressed Girder Type I 36-Inch **P**	357.000 LF	_____.	_____.
0118	503.0172 Prestressed Girder Type I 72W-Inch **P**	1,122.000 LF	_____.	_____.
0120	504.0100 Concrete Masonry Culverts **P**	233.000 CY	_____.	_____.
0122	504.0900 Concrete Masonry Endwalls **P**	45.000 CY	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20171212002 Project(s): 1007-11-74

Federal ID(s): WISC 2018001

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	505.0400 Bar Steel Reinforcement HS Structures **P**	53,040.000 LB	_____.	_____.
0126	505.0600 Bar Steel Reinforcement HS Coated Structures **P**	156,600.000 LB	_____.	_____.
0128	505.0800.S Bar Steel Reinforcement HS Stainless Structures **P**	4,380.000 LB	_____.	_____.
0130	506.2605 Bearing Pads Elastomeric Non- Laminated	30.000 EACH	_____.	_____.
0132	506.4000 Steel Diaphragms (structure) 001. B-13- 700 **P**	14.000 EACH	_____.	_____.
0134	506.4000 Steel Diaphragms (structure) 002. B-13- 0704 **P**	6.000 EACH	_____.	_____.
0136	516.0500 Rubberized Membrane Waterproofing	122.000 SY	_____.	_____.
0138	520.8000 Concrete Collars for Pipe	19.000 EACH	_____.	_____.
0140	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	3.000 EACH	_____.	_____.
0142	521.1618 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 18-Inch 10 to 1	6.000 EACH	_____.	_____.
0144	521.1630 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 30-Inch 10 to 1	1.000 EACH	_____.	_____.
0146	522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch	860.000 LF	_____.	_____.
0148	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	239.000 LF	_____.	_____.



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Proposal ID: 20171212002 Project(s): 1007-11-74

Federal ID(s): WISC 2018001

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0150	522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch	120.000 LF	_____.	_____.
0152	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	1,293.000 LF	_____.	_____.
0154	522.0142 Culvert Pipe Reinforced Concrete Class III 42-Inch	261.000 LF	_____.	_____.
0156	522.0148 Culvert Pipe Reinforced Concrete Class III 48-Inch	181.000 LF	_____.	_____.
0158	522.0160 Culvert Pipe Reinforced Concrete Class III 60-Inch	381.000 LF	_____.	_____.
0160	522.0418 Culvert Pipe Reinforced Concrete Class IV 18-Inch	1,012.000 LF	_____.	_____.
0162	522.0436 Culvert Pipe Reinforced Concrete Class IV 36-Inch	104.000 LF	_____.	_____.
0164	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	31.000 EACH	_____.	_____.
0166	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	8.000 EACH	_____.	_____.
0168	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	2.000 EACH	_____.	_____.
0170	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	8.000 EACH	_____.	_____.
0172	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	1.000 EACH	_____.	_____.
0174	522.2319 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 19x30-Inch	7.000 LF	_____.	_____.



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Proposal ID: 20171212002 Project(s): 1007-11-74

Federal ID(s): WISC 2018001

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0176	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	1.000 EACH	_____.	_____.
0178	550.2126 Piling CIP Concrete 12 3/4 X 0.375-Inch	2,630.000 LF	_____.	_____.
0180	601.0551 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type A **P**	556.000 LF	_____.	_____.
0182	601.0553 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type D **P**	344.000 LF	_____.	_____.
0184	603.1142 Concrete Barrier Type S42 **P**	235.000 LF	_____.	_____.
0186	603.8000 Concrete Barrier Temporary Precast Delivered	58,135.000 LF	_____.	_____.
0188	603.8125 Concrete Barrier Temporary Precast Installed	61,212.000 LF	_____.	_____.
0190	604.0400 Slope Paving Concrete	125.000 SY	_____.	_____.
0192	604.0500 Slope Paving Crushed Aggregate	499.000 SY	_____.	_____.
0194	606.0200 Riprap Medium	977.000 CY	_____.	_____.
0196	606.0300 Riprap Heavy	482.000 CY	_____.	_____.
0198	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	444.000 LF	_____.	_____.
0200	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	361.000 LF	_____.	_____.
0202	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	127.000 LF	_____.	_____.



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Proposal ID: 20171212002 Project(s): 1007-11-74

Federal ID(s): WISC 2018001

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0204	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	189.000 LF	_____.	_____.
0206	611.0430 Reconstructing Inlets	1.000 EACH	_____.	_____.
0208	611.0550 Manhole Covers Type M	1.000 EACH	_____.	_____.
0210	611.0642 Inlet Covers Type MS	16.000 EACH	_____.	_____.
0212	611.0654 Inlet Covers Type V	3.000 EACH	_____.	_____.
0214	611.2005 Manholes 5-FT Diameter	1.000 EACH	_____.	_____.
0216	611.3220 Inlets 2x2-FT	3.000 EACH	_____.	_____.
0218	611.3902 Inlets Median 2 Grate	8.000 EACH	_____.	_____.
0220	612.0212 Pipe Underdrain Unperforated 12-Inch	120.000 LF	_____.	_____.
0222	612.0406 Pipe Underdrain Wrapped 6-Inch	435.000 LF	_____.	_____.
0224	613.1100.S Cable Barrier Type 1	1,937.000 LF	_____.	_____.
0226	613.1200.S Cable Barrier End Terminal Type 1	2.000 EACH	_____.	_____.
0228	614.0150 Anchor Assemblies for Steel Plate Beam Guard	8.000 EACH	_____.	_____.
0230	614.0220 Steel Thrie Beam Bullnose Terminal	8.000 EACH	_____.	_____.
0232	614.0230 Steel Thrie Beam	650.000 LF	_____.	_____.
0234	614.0905 Crash Cushions Temporary	13.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20171212002 Project(s): 1007-11-74

Federal ID(s): WISC 2018001

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0236	614.2300 MGS Guardrail 3	1,167.500 LF	_____.	_____.
0238	614.2500 MGS Thrie Beam Transition	354.600 LF	_____.	_____.
0240	614.2610 MGS Guardrail Terminal EAT	7.000 EACH	_____.	_____.
0242	614.2620 MGS Guardrail Terminal Type 2	5.000 EACH	_____.	_____.
0244	616.0100 Fence Woven Wire (height) 001. 4-FT **P**	1,042.000 LF	_____.	_____.
0246	616.0700.S Fence Safety	3,500.000 LF	_____.	_____.
0248	618.0100 Maintenance And Repair of Haul Roads (project) 001. 1007-11-74	1.000 EACH	_____.	_____.
0250	619.1000 Mobilization	1.000 EACH	_____.	_____.
0252	624.0100 Water	4,780.000 MGAL	_____.	_____.
0254	625.0500 Salvaged Topsoil **P**	470,950.000 SY	_____.	_____.
0256	627.0200 Mulching	337,493.000 SY	_____.	_____.
0258	628.1104 Erosion Bales	2,600.000 EACH	_____.	_____.
0260	628.1504 Silt Fence	21,160.000 LF	_____.	_____.
0262	628.1520 Silt Fence Maintenance	84,650.000 LF	_____.	_____.
0264	628.1905 Mobilizations Erosion Control	22.000 EACH	_____.	_____.
0266	628.1910 Mobilizations Emergency Erosion Control	7.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20171212002 Project(s): 1007-11-74

Federal ID(s): WISC 2018001

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0268	628.2004 Erosion Mat Class I Type B	105,530.000 SY	_____.	_____.
0270	628.2008 Erosion Mat Urban Class I Type B	15,780.000 SY	_____.	_____.
0272	628.6005 Turbidity Barriers	239.000 SY	_____.	_____.
0274	628.6505 Soil Stabilizer Type A	6.700 ACRE	_____.	_____.
0276	628.6510 Soil Stabilizer Type B	22.000 ACRE	_____.	_____.
0278	628.7005 Inlet Protection Type A	15.000 EACH	_____.	_____.
0280	628.7010 Inlet Protection Type B	15.000 EACH	_____.	_____.
0282	628.7504 Temporary Ditch Checks	2,005.000 LF	_____.	_____.
0284	628.7555 Culvert Pipe Checks	406.000 EACH	_____.	_____.
0286	628.7560 Tracking Pads	18.000 EACH	_____.	_____.
0288	628.7570 Rock Bags	150.000 EACH	_____.	_____.
0290	629.0205 Fertilizer Type A	379.000 CWT	_____.	_____.
0292	630.0110 Seeding Mixture No. 10	1,720.000 LB	_____.	_____.
0294	630.0120 Seeding Mixture No. 20	5,490.000 LB	_____.	_____.
0296	630.0130 Seeding Mixture No. 30	4,810.000 LB	_____.	_____.
0298	630.0200 Seeding Temporary	10,820.000 LB	_____.	_____.
0300	633.0100 Delineator Posts Steel	211.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0302	633.0500 Delineator Reflectors	315.000 EACH	_____.	_____.
0304	633.1000 Delineator Brackets	12.000 EACH	_____.	_____.
0306	633.5200 Markers Culvert End	66.000 EACH	_____.	_____.
0308	634.0614 Posts Wood 4x6-Inch X 14-FT	5.000 EACH	_____.	_____.
0310	634.0616 Posts Wood 4x6-Inch X 16-FT	9.000 EACH	_____.	_____.
0312	634.0618 Posts Wood 4x6-Inch X 18-FT	100.000 EACH	_____.	_____.
0314	634.0620 Posts Wood 4x6-Inch X 20-FT	6.000 EACH	_____.	_____.
0316	635.0200 Sign Supports Structural Steel HS	6,411.000 LB	_____.	_____.
0318	636.0100 Sign Supports Concrete Masonry **P**	20.600 CY	_____.	_____.
0320	636.0500 Sign Supports Steel Reinforcement	752.000 LB	_____.	_____.
0322	636.1500 Sign Supports Steel Coated Reinforcement HS	990.000 LB	_____.	_____.
0324	637.1220 Signs Type I Reflective SH	1,712.500 SF	_____.	_____.
0326	637.2210 Signs Type II Reflective H	1,110.880 SF	_____.	_____.
0328	637.2215 Signs Type II Reflective H Folding	27.000 SF	_____.	_____.
0330	637.2230 Signs Type II Reflective F	16.000 SF	_____.	_____.
0332	638.2102 Moving Signs Type II	78.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0334	638.2601 Removing Signs Type I	13.000 EACH	_____.	_____.
0336	638.2602 Removing Signs Type II	108.000 EACH	_____.	_____.
0338	638.3000 Removing Small Sign Supports	129.000 EACH	_____.	_____.
0340	638.3100 Removing Structural Steel Sign Supports	17.000 EACH	_____.	_____.
0342	641.1200 Sign Bridge Cantilevered (structure) 001. S-13-397	LS	LUMP SUM	_____.
0344	642.5401 Field Office Type D	1.000 EACH	_____.	_____.
0346	643.0300 Traffic Control Drums	136,507.000 DAY	_____.	_____.
0348	643.0420 Traffic Control Barricades Type III	6,907.000 DAY	_____.	_____.
0350	643.0500 Traffic Control Flexible Tubular Marker Posts	145.000 EACH	_____.	_____.
0352	643.0600 Traffic Control Flexible Tubular Marker Bases	145.000 EACH	_____.	_____.
0354	643.0705 Traffic Control Warning Lights Type A	4,396.000 DAY	_____.	_____.
0356	643.0715 Traffic Control Warning Lights Type C	13,199.000 DAY	_____.	_____.
0358	643.0800 Traffic Control Arrow Boards	52.000 DAY	_____.	_____.
0360	643.0900 Traffic Control Signs	13,476.000 DAY	_____.	_____.
0362	643.0920 Traffic Control Covering Signs Type II	3.000 EACH	_____.	_____.
0364	643.1000 Traffic Control Signs Fixed Message	295.750 SF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0366	643.1050 Traffic Control Signs PCMS	63.000 DAY	_____.	_____.
0368	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0370	645.0105 Geotextile Type C	421.000 SY	_____.	_____.
0372	645.0120 Geotextile Type HR	3,090.000 SY	_____.	_____.
0374	645.0220 Geogrid Type SR	10,000.000 SY	_____.	_____.
0376	646.1020 Marking Line Epoxy 4-Inch	95,351.000 LF	_____.	_____.
0378	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	91,447.000 LF	_____.	_____.
0380	646.1555 Marking Line Grooved Contrast Permanent Tape 4-Inch	22,985.000 LF	_____.	_____.
0382	646.3555 Marking Line Grooved Contrast Permanent Tape 8-Inch	10,117.000 LF	_____.	_____.
0384	646.9010 Marking Removal Line Water Blasting 4-Inch	127,757.000 LF	_____.	_____.
0386	646.9110 Marking Removal Line Water Blasting 8-Inch	7,505.000 LF	_____.	_____.
0388	649.0105 Temporary Marking Line Paint 4-Inch	14,527.000 LF	_____.	_____.
0390	649.0150 Temporary Marking Line Removable Tape 4-Inch	220,451.000 LF	_____.	_____.
0392	649.0250 Temporary Marking Line Removable Tape 8-Inch	6,903.000 LF	_____.	_____.
0394	649.0760 Temporary Marking Raised Pavement Marker Type I	204.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0396	652.0125 Conduit Rigid Metallic 2-Inch **P**	72.000 LF	_____.	_____.
0398	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch **P**	604.000 LF	_____.	_____.
0400	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch **P**	50.000 LF	_____.	_____.
0402	652.0605 Conduit Special 2-Inch **P**	135.000 LF	_____.	_____.
0404	653.0164 Pull Boxes Non-Conductive 24x42-Inch	5.000 EACH	_____.	_____.
0406	653.0222 Junction Boxes 18x12x6-Inch	3.000 EACH	_____.	_____.
0408	654.0105 Concrete Bases Type 5	2.000 EACH	_____.	_____.
0410	655.0610 Electrical Wire Lighting 12 AWG	34,515.000 LF	_____.	_____.
0412	655.0630 Electrical Wire Lighting 4 AWG	108.000 LF	_____.	_____.
0414	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	2.000 EACH	_____.	_____.
0416	657.0322 Poles Type 5-Aluminum	2.000 EACH	_____.	_____.
0418	670.0100 Field System Integrator	LS	LUMP SUM	_____.
0420	670.0200 ITS Documentation	LS	LUMP SUM	_____.
0422	671.0132 Conduit HDPE 3-Duct 2-Inch **P**	27,825.000 LF	_____.	_____.
0424	671.0232 Conduit HDPE Directional Bore 3-Duct 2-Inch **P**	1,080.000 LF	_____.	_____.
0426	673.0110 Communication Vault Type Round	15.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0428	673.0200 Tracer Wire Marker Posts	15.000 EACH	_____.	_____.
0430	674.0200 Cable Microwave Detector	3,418.000 LF	_____.	_____.
0432	674.0300 Remove Cable	20.000 LF	_____.	_____.
0434	674.0400 Reinstall Cable	20.000 LF	_____.	_____.
0436	675.0300 Install Mounted Controller Microwave Detector Assembly	4.000 EACH	_____.	_____.
0438	678.0600 Install Ethernet Switches	1.000 EACH	_____.	_____.
0440	690.0150 Sawing Asphalt	492.000 LF	_____.	_____.
0442	690.0250 Sawing Concrete	295.000 LF	_____.	_____.
0444	715.0415 Incentive Strength Concrete Pavement	24,250.000 DOL	1.00000	24,250.00
0446	715.0502 Incentive Strength Concrete Structures	7,512.000 DOL	1.00000	7,512.00
0448	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,350.000 HRS	5.00000	6,750.00
0450	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0452	SPV.0035 Special 001. Roadway Embankment	191,481.000 CY	_____.	_____.
0454	SPV.0035 Special 701. High Performance Concrete (HPC) Masonry Structures **P**	873.000 CY	_____.	_____.
0456	SPV.0060 Special 001. Baseline CPM Progress Schedule	1.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0458	SPV.0060 Special 002. CPM Progress Schedule Updates and Accepted Revisions	7.000 EACH	_____.	_____.
0460	SPV.0060 Special 010. Test Pits	45.000 EACH	_____.	_____.
0462	SPV.0060 Special 200. Concrete Barrier Temporary Precast Delineation	485.000 EACH	_____.	_____.
0464	SPV.0060 Special 201. Temporary Concrete Barrier Gate	3.000 EACH	_____.	_____.
0466	SPV.0060 Special 202. Install Department Furnished Crash Cushion Low Maintenance	1.000 EACH	_____.	_____.
0468	SPV.0060 Special 203. Repair State Owned Crash Cushion Low Maintenance	1.000 EACH	_____.	_____.
0470	SPV.0060 Special 204. Repair State Owned Energy Absorbing Terminal (EAT)	6.000 EACH	_____.	_____.
0472	SPV.0060 Special 205. Repair State Owned Crash Cushion	6.000 EACH	_____.	_____.
0474	SPV.0060 Special 206. Roadway Cleanup	8.000 EACH	_____.	_____.
0476	SPV.0090 Special 001. Furnishing Temporary Snow Fence	5,156.000 LF	_____.	_____.
0478	SPV.0090 Special 002. Installing Temporary Snow Fence	5,156.000 LF	_____.	_____.
0480	SPV.0090 Special 003. Re-Lap Guard Rail	3,172.000 LF	_____.	_____.
0482	SPV.0090 Special 150. Compost Tube	3,606.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0484	SPV.0090 Special 200. Maintenance and Removal of Conc Barrier Temporary Precast L.I.P. by Others	9,149.000 LF	_____.	_____.
0486	SPV.0090 Special 201. Traffic Channelizing Curb System Furnished	150.000 LF	_____.	_____.
0488	SPV.0090 Special 202. Traffic Channelizing Curb System Installed	150.000 LF	_____.	_____.
0490	SPV.0090 Special 203. Glare Screen Furnished	429.000 LF	_____.	_____.
0492	SPV.0090 Special 204. Glare Screen Installed	429.000 LF	_____.	_____.
0494	SPV.0090 Special 205. Repair State Owned Concrete Barrier Temporary Precast	700.000 LF	_____.	_____.
0496	SPV.0090 Special 206. Repair State Owned Guardrail	1,800.000 LF	_____.	_____.
0498	SPV.0090 Special 207. Emergency Response to Traffic Incident Involving Roadside Safety Devices	7.000 LF	_____.	_____.
0500	SPV.0105 Special 002. Survey Project 1007-11-74 with Optional AMG for Conc. Pave. and Base Course	LS	LUMP SUM	_____.
0502	SPV.0105 Special 401. Relocate Roadside DMS	LS	LUMP SUM	_____.
0504	SPV.0165 Special 701. Longitudinal Grooving Bridge Deck **P**	16,607.000 SF	_____.	_____.
0506	SPV.0195 Special 700. Excavation, Hauling, and Disposal of Contaminated Soil	110.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE