

HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation
06/2017 s.66.0901(7) Wis. Stats

Proposal Number: **007**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Milwaukee	2030-14-70	WISC 2018086	108th St, City Of West Allis; Hank Aaron State Trail, B40-107/108	STH 100

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

Proposal Guaranty Required: \$75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: February 13, 2018 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time August 24, 2018	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 10 %	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: Grading, Base, Milling, Concrete Pavement, Asphalt Pavement, Bridge Rehabilitation, Storm Sewer, Curb and Gutter, Sidewalk, Concrete Driveway, Beam Guard, Street Lighting, Traffic Signals, Signs, Pavement Markings	For Department Use Only
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

Table of Contents

Article	Description	Page #
1.	General.....	4
2.	Scope of Work.	4
3.	Prosecution and Progress.	4
4.	Traffic.	7
5.	Holiday Work Restrictions.	9
6.	Utilities.....	10
7.	Other Contracts.	16
8.	Hauling Restrictions.....	16
9.	Erosion Control.....	17
10.	Notice to Contractor, Verification of Asbestos Inspection, No Asbestos Found.	18
11.	Public Convenience and Safety.	18
12.	Notice to Contractor – Airport Operating Restrictions.....	18
13.	Traffic Meetings and Traffic Control Scheduling.	18
14.	Material and Equipment Staging.	19
15.	Available Documents.....	19
16.	Contractor Notification.	20
17.	MMSD Acceptance of Sanitary Manhole Reconstruction.....	20
18.	Referenced Construction Specifications.	20
19.	Contractor Document Submittals.....	21
20.	Information to Bidders, Use of Recovered Material.....	21
21.	Dust Control Implementation Plan.	21
22.	Maintaining Drainage.	23
23.	Notice to Contractor – OCIP Exclusions.	24
24.	Owner Controlled Insurance Program.	24
25.	CPM Progress Schedule.....	36
26.	Force Account.....	37
27.	Removing Old Culverts and Bridges.	37
28.	Debris Containment B-40-107, Item 203.0225.S.4001; Debris Containment B-40-108, Item 203.0225.S.4102.....	39
29.	Pavement Breaking Equipment.....	40
30.	Removing Concrete Barrier.	40
31.	Removing Concrete Base Type 13, Item 204.9060.S.3001.....	40
32.	Removing Traffic Signals IH 94 EB Ramps & STH 100, Item 204.9105.S.3001.	41
33.	QMP Subgrade.....	42
34.	QMP Base Aggregate.	52
35.	Concrete Masonry Structures.....	60
36.	Expansion Device, B-40-107 and B-40-108.....	61
37.	Steel Bridge Construction Plan.....	62
38.	Removing Bearings B-40-107, Item 506.7050.S.4007; Removing Bearings B-40- 108, Item 506.7050.S.4108.	67

39.	Structure Repainting General.....	67
40.	Preparation and Coating of Top Flanges B-40-107, Item 517.0900.S.4010; Preparation and Coating of Top Flanges B-40-108, Item 517.0900.S.4111.....	68
41.	Structure Repainting Recycled Abrasive B-40-107, Item 517.1800.S.4011; Structure Repainting Recycled Abrasive B-40-108, Item 517.1800.S.4112.	70
42.	Negative Pressure Containment and Collection of Waste Materials, B-40-107, Item 517.4500.S.4012; Negative Pressure Containment and Collection of Waste Materials, B-40-108, Item 517.4500.S.4113.....	73
43.	Portable Decontamination Facility, Item 517.6001.S.....	75
44.	Cover Plates Temporary, Item 611.8120.S.....	76
45.	Fence Safety, Item 616.0700.S.....	77
46.	Field Facilities.....	78
47.	Covering Signs.....	78
48.	Traffic Control.....	78
49.	General Requirements for Electrical Work.....	79
50.	Traffic Signals, General.....	79
51.	Electrical Conduit.....	80
52.	Bases.....	80
53.	Traffic Signal Faces.....	80
54.	Pedestrian Push Buttons.....	80
55.	Temporary Traffic Signals for Intersections IH 94 EB Off Ramp & STH 100, Item 661.0200.3001.....	81
56.	HPC Masonry Structures, Item SPV.0035.4000.....	82
57.	Backfill Slurry, Item SPV.0035.8001.....	88
58.	Concrete Barrier Type S42 End Anchor, Item SPV.0060.0162.....	89
59.	Traffic Control Local Road Lane Closures, Item SPV.0060.0403.....	90
60.	Relocating Light Poles Arms and Luminaires, Item SPV.0060.1019.....	90
61.	Concrete Bases Type 1 Spread Footing, Item SPV.0060.3001.....	91
62.	Install Salvaged Pedestal Bases, Item SPV.0060.3002; Transformer Bases Breakaway 11 ½-Inch Bolt Circle, Item SPV.0060.3003; Poles Type 2, Item SPV.0060.3004; Poles Type 3, Item SPV.0060.3005; Traffic Signal Standards Aluminum 10-Foot, Item SPV.0060.3006; Luminaire Arms Single Member 4- Inch Clamp 6-Foot, Item SPV.0060.3007; Pedestrian Push Buttons, Item SPV.0060.3008; Luminaires Utility LED C, Item SPV.0060.3009; Traffic Signal Head 3-12 Inch Vertical, Item SPV.0060.3010; Pedestrian Signal Head 16-Inch, Item SPV.0060.3011.....	92
63.	MMSD Sanitary Manhole Reconstruct, Item SPV.0060.5102.....	93
64.	Adjusting Sanitary Manhole; Item SPV.0060.5200.....	95
65.	Pavement Cleanup Project 2030-14-70, Item SPV.0075.0001.....	97
66.	Obstructions Drilled Foundation Shaft, Item SPV.0075.4200.....	98
67.	Ice HPC Hot Weather Concreting, Item SPV.0085.0900.....	100
68.	Concrete Barrier Temporary Precast Anchoring, Item SPV.0090.0410.....	101
69.	Concrete Barrier Temporary Precast Anchored on Bridge, Item SPV.0090.0412.....	102
70.	Drilled Shaft Foundation 60-Inch, Item SPV.0090.4400.....	103
71.	QMP Drilled Shafts.....	119
72.	Conduit Special HDPE 2-Inch, SPV.0090.1025.....	126

73.	Cable Type UF 2-14 AWG, Item SPV.0090.3001.	127
74.	Install Camera Power Cable, Item SPV.0090.3002; Install Cat-5e Cable, Item SPV.0090.3003.	128
75.	Survey Project 2030-14-70, Item SPV.0105.0001.....	130
76.	Transport and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads IH 94 EB Off Ramp & STH 100, Item SPV.0105.3001.	132
77.	Transport and Install State Furnished Radar Detection System IH 94 EB Off Ramp & STH 100, Item SPV.0105.3002.....	133
78.	Transport and Install State Furnished Adaptive Traffic Signal Equipment IH 94 EB Off Ramp & STH 100, Item SPV.0105.3003.	134
79.	Covering Traffic Signal Equipment IH 94 EB Off Ramp & STH 100, Item SPV.0105.3004.	135
80.	Temporary EVP System IH 94 EB Off Ramp & STH 100, Item SPV.0105.3005.....	136
81.	Water for Seeded Areas, Item SPV.0120.0001.....	138
82.	Vibration Monitoring, Item SPV.0135.0001.	138
83.	Longitudinal Grooving Bridge Deck, Item SPV.0165.4700.....	141
84.	Topsoil Special, Item SPV.0180.0200.....	143
85.	Clean Abutment Seats, Item SPV.0180.4750.	145
86.	Management of Solid Waste, Item SPV.0195.0700.	146

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 2030-14-70, 108th St, City of West Allis, Hank Aaron State Trail, B-40-107/108, STH 100, Milwaukee 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 removals, grading, dense graded base, concrete pavement, concrete curb and gutter, concrete sidewalk, concrete barrier, asphaltic surface, HMA pavement, storm sewer, erosion control, permanent signing, traffic signals, traffic control, pavement marking, street lighting, structures, bridges, restoration, 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.

Construct a new 2-inch conduit bore under STH 100 at Station 561SN+70 as shown on the lighting plans at the beginning of Stage 1 so the City of West Allis can rewire their lights prior to roadway excavation. Coordinate in advance and plan operations accordingly.

Contractor Coordination

Provide an individual to serve as the contractor's sole point of contact for field utility coordination and communication for the duration of the project.

Attend weekly scheduling meetings to discuss the near term schedule activities, address any long-term schedule issues, and discuss any relevant technical issues. Develop a rolling three-week schedule identifying the previous week worked and a two week "look ahead". Provide sufficient detail to include actual and planned activities and all the subcontractors for offsite and construction activities, addressing all activities including ramp and lane closure schedules to be performed and identifying issues requiring engineering action or input.

Roadway Work Restrictions

Definitions

The following definitions apply to this contract for local street work restrictions:

Peak Hours

- 5:30 AM – 9:00 PM Monday, Tuesday, Wednesday, Thursday
- 5:30 AM – 9:00 PM Friday
- 11:00 AM – 8:00 PM Saturday
- 1:00 PM – 5:00 PM Sunday

Off-Peak Hours

- 9:00 PM – 5:30 AM Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM
- 9:00 PM – 11:00 AM Friday PM to Saturday AM
- 8:00 PM – 1:00 PM Saturday PM to Sunday PM
- 5:00 PM – 5:30 AM Sunday PM to Monday AM

Local Street Work Restrictions

Make at least two lanes available to traffic during the Peak Hours unless approved by the engineer. One lane may be available to traffic during Off-Peak Hours only.

STH 100 may be restricted to one-lane in each direction from 300' south of the Colder's Service Road to the IH 94 eastbound exit ramp to STH 100 (Ramp SC), as shown in Stage 2A in the plans, for a onetime only period not to exceed 15 consecutive calendar days to facilitate construction of the concrete pavement on STH 100.

Comply with all local ordinances that apply to local street work operations, including those pertaining to working during night time hours. Furnish any ordinance variance issued by the municipality or required permits to the engineer in writing 3 days before performing this work.

General

Provide Milwaukee County Transit System - Coordinator of Street Supervision, Melanie Flynn, (414) 343-1764, with a schedule of any closures that affect any MCTS route and/or stop 14 calendar days prior to closure.

Comply with all local ordinances that apply to local street work operations, including those pertaining to working during night time hours. Furnish any ordinance variance issued by the municipality or required permits to the engineer in writing three business days prior to performing such work.

Keep sidewalks open unless otherwise shown on the plans, or to facilitate the removal of structures and erection of girders or as approved by the engineer. Maintain pedestrian access to adjacent properties, businesses, schools, and at bus stops or provide where necessary, as directed by the engineer. Protect pedestrians from falling debris at all times when sidewalks are open.

Provide adequate temporary sidewalk and bridging between the curb and right-of-way line over freshly paved concrete or other obstructions in the sidewalk area, as directed by the engineer.

Existing trees, street light poles, hydrants and other utility poles are to remain in place during construction unless otherwise noted in the plan. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between the trees, hydrants and poles and the paving equipment. No additional compensation will be made.

All Work Restrictions

Excavation material and cleared and grubbed material shall be stockpiled on upland areas an adequate distance away from wetlands, storm sewer inlets, floodplains, and the waterways as determined by engineer.

Provide the Wisconsin State Patrol, Milwaukee County Highway Maintenance, the City of Milwaukee Police Department, the City of Wauwatosa Police Department, the City of West Allis Police Department, and Milwaukee County Sheriff's Department with a 24-hour emergency contact number for when maintenance is required.

Interim and Final Completion of Work

Supplement standard spec 108.10 with the following:

The department will not grant time extensions for the following:

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

sef-108-015 (20171004)

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 and structures (bridges, culverts, buildings). Evaluation of the Federal Highway Administration's Range-Wide Biological Assessment and Programmatic Informal Consultation process, and/or consultation with the United States Fish and Wildlife Service (USFWS) has determined the project will have "no effect" on northern long-eared bats. If additional construction activities beyond what was originally specified are required to complete the work, such as additional tree clearing, approval from the WisDOT Regional Environmental Coordinator (REC) is required prior to initiating these activities.

The species and all active roosts are protected by the Federal Endangered Species Act. If an individual or active roost is encountered during construction or Clearing operations, stop work and notify the engineer and the WisDOT REC.

4. Traffic.

General

Perform the work under this contract in a manner that will interfere as little as possible with active traffic on local streets. Do not park or store vehicles, equipment, or materials on City of West Allis streets adjacent to active traffic except at the time of performance of the work. Materials or equipment may be stored within the right-of-way only at locations meeting the approval of the engineer.

Maintain emergency vehicle access to all properties at all times. Access for residents and emergency vehicles is defined as maintaining a clear path of at least 12 feet wide on 3" Base Aggregate Dense 1 1/4-Inch.

Prior to any traffic control being placed, provide the engineer, Wisconsin State Patrol, Milwaukee County Highway Maintenance, the City of Milwaukee Police Department, the City of Wauwatosa Police Department, the City of West Allis Police Department, and Milwaukee County Sheriff's Department with the name and telephone number of a local person responsible for the emergency maintenance of traffic control.

Coordinate all traffic handling with the engineer. Place roadway signing as detailed on the plans and in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

Employ such flag person, signs, barricades, and drums as may be necessary to safeguard or protect hazards in the work zone, such as exposed manholes or drop-offs for vehicles and direct traffic at locations where construction operations may interfere or restrict the smooth flow of traffic. Make arrangements and be responsible for the prompt replacement of damaged or dislocated traffic control or guidance signs, day or night.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

Closure type with height, weight, or width restrictions (available width, all lanes in one direction <16')	MINIMUM NOTIFICATION
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days
Closure type without height, weight, or width restrictions (available width, all lanes in one direction ≥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.

108-057 (20161130)

Schedule of Operations

Traffic shifts shown in a given stage may occur at different times during that stage depending on the controlling elements for a given traffic movement as approved by the engineer. The department anticipates that the schedule of major traffic shifts and roadway openings and closings for each stage shall be as follows, unless approved by the engineer:

Stage 1 Traffic:

- STH 100 northbound and southbound reduced to two lanes from the IH 94 eastbound exit ramp to STH 100 (Ramp SC) to Colder's Service Road.
- Right-turns are restricted on the IH 94 eastbound exit ramp to STH 100 (Ramp SC) southbound.
- Hank Aaron State Trail under STH 100 remains closed as part of Zoo Interchange Reconstruction Project (Contract ID 1060-33-81).

Stage 2 Traffic:

- STH 100 northbound and southbound reduced to two lanes from the IH 94 eastbound exit ramp to STH 100 (Ramp SC) to Colder's Service Road.
- Right-turns are restricted on the IH 94 eastbound exit ramp to STH 100 (Ramp SC) southbound.

Stage 2A Traffic:

- STH 100 northbound and southbound reduced to one lane from the IH 94 eastbound exit ramp to STH 100 (Ramp SC) to 300' south of the Colder's Service Road for a onetime only period not to exceed 15 consecutive calendar days.
- The IH 94 eastbound exit ramp to STH 100 (Ramp SC) is reduced to one lane for northbound traffic only.
- The IH 94 westbound exit ramp to STH 100 (Ramp SA) southbound is closed.
- Bluemound Road westbound left-turn to STH 100 southbound is reduced to two lanes.

Stage 3 Traffic:

- STH 100 northbound and southbound reduced to two lanes from the IH 94 eastbound exit ramp to STH 100 (Ramp SC) to Colder's Service Road.
- Right-turns are restricted on the IH 94 eastbound exit ramp to STH 100 (Ramp SC) southbound.

Stage 4 Traffic:

- STH 100 northbound and southbound reduced to two lanes from the IH 94 eastbound exit ramp to STH 100 (Ramp SC) to Colder's Service Road.
- The IH 94 eastbound exit ramp to STH 100 (Ramp SC) is reduced to one lane for northbound traffic only.
- Open STH 100 northbound and southbound to three lanes from the IH 94 eastbound exit ramp to STH 100 (Ramp SC) to Colder's Service Road.
- Open the IH 94 eastbound exit ramp to STH 100 (Ramp SC) to all lanes.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 100 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 25, 2018 to 6:00 AM Tuesday May 29, 2018 for Memorial Day.
- From noon Tuesday, July 3, 2018 to 6:00 AM Thursday, July 5, 2018 for Independence Day.

107-005 (20050502)

6. Utilities.

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

Additional information regarding recently relocated utility facilities may be available on permits issued to the utility companies. These permits can be viewed at the Region Office during normal working hours. Contact WisDOT SE Freeways Utility Coordinator Greg Barry at 414-750-7828 for further information.

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per state statute. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

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

Contact utility companies listed in the plans prior to preparing bids to obtain current information on existing utility locations and the status of any new utility relocation work.

Utility companies will be performing utility work and adjustments within the limits and during the life of the project. The contractor shall cooperate and coordinate construction activities with these companies.

There may be discontinued utility facilities within the project limits. If a conflict with a discontinued utility facility is encountered, contact the appropriate utility owner/representative to coordinate construction activities and proper removal and disposal of said facility as necessary.

Utility working days shown herein are as defined in Wisconsin Administrative Code Chapter Trans 220.

Known utilities in the project area are as follows:

AT&T Legacy (aka AT&T Corporation) has an existing underground communications duct package within the project limits beginning beyond the easterly project limits and running northwesterly along a line 18' south and parallel to the Hank Aaron State Trail, crossing STH 100 at Station 565SS+25. It continues northwesterly to beyond the westerly project limits. This duct package consists of six 2-inch ducts. This line will remain in place without adjustment.

Contact Ken Nine, (574) 842-8830 office / (574) 904-6336 cell, of JMC Engineers & Associates, Inc. 7 days in advance to coordinate locations and any excavation near AT&T Corporation facilities.

AT&T Local Network (aka Teleport Communications of America (TCA)) has an existing underground communications line within the project limits beginning beyond the easterly project limits and running northwesterly along a line 18' south and parallel to the Hank Aaron State Trail, crossing STH 100 at Station 565SS+25. It continues northwesterly to beyond the westerly project limits. This line will remain in place without adjustment.

Contact Jennifer Navarro, (414) 459-3564, of Northwind Technical Services 7 days in advance to coordinate locations and any excavation near TCA facilities.

AT&T Wisconsin has existing underground communications facilities within the project limits in the following locations:

- An existing underground communications line beginning beyond the southerly project limits and running northerly along the westerly curb line of STH 100, to a manhole at Station 562SS+17, 29' LT. From there the line turns westerly and continues beyond the westerly project limits. AT&T Wisconsin will adjust manhole at Station 565SS+17, 29' LT as shown in plans, during construction. Allow 1 day for AT&T Wisconsin to adjust manhole during construction.
- A discontinued underground communications line beginning at a manhole at 562SS+17, 29' LT and running northerly along the westerly curb line of STH 100, crossing the Hank Aaron State Trail on the STH 100 structure and continuing to beyond the northerly project limits.

Contact Jay Bulanek, (262) 896-7669 office / (414) 491-2855 cell, of AT&T Wisconsin 7 days in advance to coordinate locations and any excavation near their facilities.

American Transmission Company (ATC) has six overhead 138kV electric transmission lines beginning beyond the westerly project limits and running southeasterly along the south side of eastbound IH 94, crossing STH 100 between Station 566SS+19 and Station 568SS+00, and continuing southeasterly to beyond the easterly project limits. These lines will remain in place without adjustment. Use caution when operating overhead equipment

in this area and maintain OSHA safe working clearance to the overhead conductors at all times.

Contact Ivan Keller, (262) 506-6773, of American Transmission Company 7 days in advance before beginning any work within or around overhead electric transmission lines and to coordinate locations and any excavation near their facilities.

Milwaukee Metropolitan Sewerage District (MMSD) has existing underground sanitary sewer lines within the project limits at the following locations:

- An existing underground sanitary sewer line beginning at a manhole at Station 564SS+00, 46' RT and running easterly to a manhole at Station 564SS+01, 71' RT. From there it turns and runs northerly to a manhole at Station 566SS+56, 70' RT. It then turns easterly to a manhole at Station 566SS+67, 133' RT. It then turns northerly and continues beyond the northerly project limits. This sewer line will remain in place without adjustment. Reconstruct manhole at Station 564SS+01, 71' RT as shown in the plans. MMSD will adjust the manholes at Station 564SS+00, 46' RT and Station 566SS+56, 70' RT during construction. Allow 2 days for MMSD to adjust manholes during construction.
- An existing underground sanitary sewer begins at a manhole at Station 564SS+00, 46' RT running northerly to a manhole at Station 564SS+12, 46' RT. From there it turns northeasterly and connects to a sewer at Station 564SS+30, 56' RT. MMSD will adjust the manhole at Station 564SS+12, 46' RT during construction. Allow 1 day for MMSD to adjust manhole during construction. This sewer line will remain in place without adjustment.
- An existing underground sanitary sewer line begins beyond the westerly project limits and runs easterly, perpendicular to STH 100, crossing at Station 564SS+31, to a manhole at Station 564SS+31, 24' RT. From there it continues in an easterly direction beyond the easterly project limits. MMSD will adjust the manhole at Station 564SS+31, 24' RT during construction. Allow 1 day for MMSD to adjust manhole during construction. This sewer line will remain in place without adjustment.

Milwaukee Metropolitan Sewerage District also has a discontinued sanitary sewer line within the project limits beginning at a manhole at Station 566SS+56, 70' RT and running northerly along the easterly curb of STH 100 to beyond the northerly project limits.

Contact Larry Anderson, (414) 225-2241, of the Milwaukee Metropolitan Sewerage District 7 days in advance to obtain lifting rings for manhole reconstruction and to coordinate locations and any excavation near their facilities. Contact Bob Rebitski, (414) 225-2214, of the Milwaukee Metropolitan Sewerage District 7 prior to any paving operations to coordinate manhole adjustments.

WE Energies – Electric has existing overhead and underground electric facilities within the project limits in the following locations:

- An existing overhead electric line beginning beyond the southerly project limits and running northerly along a line 40' easterly of and parallel to the easterly curb to a pole at Station 562SS+80, 101' RT. From there it continues to a pole at 563SS+93, 110' RT. The electric line continues underground, northeasterly, beyond the easterly project limits. This line will remain in place without adjustment.
- Four existing underground electric conduit packages beginning beyond the westerly project limits and running easterly, perpendicular to STH 100, crossing STH 100 between Station 563SS+54 and Station 563SS+82. The electric conduit packages continue to Station 563SS+53, 123' RT and Station 563SS+84, 117' RT. From there the electric conduit packages turn northeasterly and continue beyond the easterly project limits. These lines will remain in place without adjustment.

Contact Nicholas Welch, (414) 944-5765, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

We Energies – Gas has underground gas facilities within the project limits. A 24-inch high pressure underground gas line beginning beyond the southerly project limits running northerly along a line 50' easterly of and parallel to the existing easterly curb of STH 100, to Station 564SS+00, 115' RT and continuing northeasterly to Station 564SS+82, 125' RT. From there it continues northerly to beyond the northerly project limits. This line will remain in place without adjustment.

We Energies – Gas also has discontinued underground gas facilities beginning beyond the southerly project limit running northerly, along the existing easterly curb of STH 100, to Station 563SS+80, 54' RT turning northeasterly to Station 564+33, 79' RT. From there it turns northerly to Station 566SS+15, 78' RT. It turns northwesterly to Station 566SS+70, 53' RT and continues northerly beyond the northerly project limits. The discontinued gas main is encased from Station 564SS+61 to Station 565SS+64, under the Hank Aaron State Trail.

Additionally, We Energies will remove discontinued gas main in conflict with proposed construction in locations where the gas main coating may contain hazardous material. The removal of such discontinued gas main will occur during construction. Allow We Energies 5 days for removal of impacted portions of gas main. Contact Nick Ernster, (414) 944-5574, of We Energies 10 days prior to any activity that will expose the existing gas main to coordinate removal activities.

Contact Nick Ernster, (414) 944-5574, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

West Allis – Lighting has existing underground lighting facilities beginning beyond the southerly project limits and running northerly, along the westerly curb of STH 100, to a light pole at Station 563SS+02, 40' LT. The line continues to Station 563SS+20, 33' LT where it turns easterly to Station 563SS+22, 56' RT. From there it continues southerly, along the easterly curb of STH 100, to beyond the southerly project limits.

Install 2" lighting conduit as shown in plans, crossing USH 100 at Station 561SS+70, at least 5 days prior to the City of West Allis' removal of the luminaires and poles at Station 563SS+02, 40' LT and at Station 561SS+92, 62' RT during construction. Allow 3 days for the City of West Allis to remove luminaires and poles. The City of West Allis will remove 5kV electric line from existing crossing of STH 100 and reinstall it in the 2" conduit at Station 561SS+70. Allow 5 days for the City of West Allis to remove and reconnect 5kV electric line.

Remove light pole bases at Station 563SS+02, 40' LT and at Station 561SS+92, 62' RT as shown in plans, after the City of West Allis has rerouted their 5kV electric system.

Contact Peter Daniels, (414) 302-8374, of the City of West Allis, 7 days in advance to coordinate removal of light poles and any excavation near their facilities.

West Allis – Sewer has an underground sanitary sewer beginning beyond the southerly project limits and running northerly, 10' westerly of and parallel to the easterly curb of STH 100, to a manhole at Station 562SS+75, 46' RT. It continues northerly to a Milwaukee Metropolitan Sewerage District manhole at Station 564SS+00, 46' RT. These lines will remain in place without adjustment. Adjust the manhole at Station 562SS+75, 46' RT, as shown in the plans, during construction.

Contact Peter Daniels, (414) 302-8374, of the City of West Allis 7 days in advance to coordinate manhole adjustment and any excavation near their facilities.

Wisconsin Independent Network (WIN) has an existing underground communications line in the WisDOT – Communications conduit beginning beyond the southerly project limits running northerly, along the easterly curb of STH 100, to a vault at Station 564SS+17, 60' LT. From there it continues north in a conduit in the east parapet of the STH 100 bridge over the Hank Aaron State Trail to a vault at Station 566SS+14, 60' LT. From there it runs northeasterly to a vault at Station 567SS+15, 99' RT and then continues northerly to beyond the northerly project limits. WisDOT will relocate portions of the conduit package, as described hereafter in the WisDOT – Communications section, and WIN will relocate their facilities to the new WisDOT infrastructure prior to construction.

Contact Jim Birkenheier, (715) 832-6041 office / (715) 838-4007 cell, of Wisconsin Independent Network 7 days in advance to coordinate locations and any excavation near their facilities.

WisDOT – Lighting has existing overhead and underground lighting facilities throughout the project limits in the following locations:

- An existing underground line beginning beyond the northerly project limits runs southerly to a pullbox at Station 567SS+07, 62' LT. From there it runs southeasterly to a pullbox at Station 566SS+59, 48' LT. It turns southerly and continues to a light pole at Station 566SS+09, 40' LT. It continues southerly and terminates at a light pole at Station 564SS+40, 43' LT.
- An existing underground line beginning beyond the northerly project limits runs southerly to a pullbox at Station 567SS+38, 91' RT. From there it runs southwesterly to a pullbox at Station 566SS+10, 65' RT. It turns southerly and continues to a light pole at Station 565SS+41, 56' RT. It continues southerly and terminates at a light pole at Station 563SS+30, 64' RT.

Install new light poles, hardware, and wiring as shown in plans. Relocate, reconstruct, remove, discontinue and leave in place portions of these facilities as shown in the plans.

Contact Eric Perea, (262) 574-5422 office / (414) 750-0935 cell, of WisDOT 7 days in advance to coordinate construction, locations and any excavation near their facilities.

WisDOT – Signals has existing overhead and underground signal facilities within the project limits at the intersection of the southbound exit ramp from IH 94 and STH 100, from Station 566SS+53 to beyond the northerly project limits. Relocate, reconstruct, remove, discontinue and leave in place portions of these facilities as shown in the plans.

Contact WisDOT Traffic Signal Operations, (414) 750-2605, 7 days in advance to coordinate construction, locations and any excavation near their facilities.

WisDOT – Communications has existing underground traffic management and communications facilities throughout the project limits in the following locations:

- An existing underground line beginning beyond the southerly project limits runs northerly, along the easterly curb of STH 100, to a vault at Station 564SS+17, 60' LT. From there it continues north in a conduit in the east parapet of the STH 100 bridge over the Hank Aaron State Trail to a vault at Station 566SS+14, 60' LT. From there it runs northeasterly to a vault at Station 567SS+15, 99' RT and then continues northerly to beyond the northerly project limits.
- An existing underground line beginning at the vault at Station 566SS+14, 60' LT, runs northwesterly to a vault at Station 566SS+65, 50' LT. It continues northerly to a vault at Station 568SS+00, 66' LT. It continues northerly to beyond the northerly project limits.

WisDOT will relocate these facilities prior to construction, as follows: beginning at a vault south of the southerly project limits, running northerly, approximately 8' east of the easterly curb of STH 100 to a point at Station 561SS+50, 65' RT. From there it will turn northeasterly to a point at Station 563SS+20, 82' RT and continue northerly to a point at Station 566SS+91, 82' RT. From there it will turn northeasterly and continue to an existing vault at Station 567SS+12, 100' RT.

Relocate, reconstruct, remove, discontinue and leave in place additional facilities as shown in the plans.

Contact Jeff Madson, (414) 225-3723, of WisDOT 7 days in advance to coordinate construction, locations and any excavation near their facilities.

7. Other Contracts.

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

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

Contract ID 1060-33-81, Zoo Interchange Phase 2 reconstruction. The WisDOT contact is Mark Klipstein at (414) 750-1496; mark.klipstein@dot.wi.gov.

Contract ID 1060-33-82, IH 94 Auxiliary Lanes reconstruction from Moorland Road to Underwood Parkway. The WisDOT contact is Mark Klipstein at (414) 750-1496; mark.klipstein@dot.wi.gov.

Contract ID 1060-35-81, Zoo IC Landscaping. The WisDOT contact is Mark Klipstein at (414) 750-1496; mark.klipstein@dot.wi.gov.

Contract ID 1060-33-84, Zoo IC US45 WIS100 to Burleigh Street reconstruction. The WisDOT contact is Chris Zacharias at (262) 548-6716; christopher.zacharias@dot.wi.gov.

Contract ID 1060-33-96, Zoo IC – Advanced Signing Projects; various locations. The WisDOT contact is Christopher Hager at (414) 750-1487; christopher.hager@dot.wi.gov.

8. Hauling Restrictions.

Replace standard spec 107.2 with the following:

- (1) Present to the department, five business days before proposed hauling, a proposed haul route plan detailing haul routes that are not part of the state trunk highway system. Include the months, days of the week, time of day, number of trucks, types of trucks and maximum loads of trucks anticipated to accomplish the project work in the haul route submittal.
- (2) The department will review the submittal and either approve or provide a letter with comments and proposed revisions to the contractor within five business days of its receipt. If approved, the department will subsequently survey the existing condition of that haul route to establish a baseline for assessing damage that the contractor's hauling operations might cause.

- (3) At all times, conduct operations in a manner that will cause a minimum of disruption to traffic on existing roadways.

sef-107-015 (20170310)

9. Erosion Control.

Supplement standard spec 107.20 with the following:

Erosion control best management practices (BMP's) the plans show are at suggested locations. The actual locations shall be determined by the contractor's ECIP and by the engineer. Include each dewatering (mechanical pumping) operation in the ECIP submittal. The ECIP shall supplement information the plans show and not reproduce it. The ECIP shall identify how to implement the project's erosion control plan. ECIP shall demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-application of top soil to minimize the exposure to possible erosion.

Provide the ECIP 14 days before the pre-construction conference. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison, Kristina Betzold, (414) 263-8517, Kristina.Betzold@wisconsin.gov. Do not implement the ECIP until department approval, and perform all work conforming to the approved ECIP.

Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Install perimeter silt fence protection around stockpiles within a timeframe acceptable to the engineer. If stockpiled materials will be left for more than 14 days, install temporary seed and mulch or other temporary erosion control measures the engineer orders.

Re-apply topsoil on graded areas, as designated by the engineer, within a timeframe acceptable to the engineer after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.

Do not allow excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Before each dewatering operation, submit to the department a separate ECIP amendment describing in words and pictorial format an appropriate BMP for sediment removal, conforming to WisDNR Storm Water Construction Technical Standard, Code 1061, Dewatering. Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications,

operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection.

Dewatering is incidental.
sef-107-010 (20171004)

10. Notice to Contractor, Verification of Asbestos Inspection, No Asbestos Found.

John Roelke, License Number All-119523, inspected Structures B-40-107 and B-40-108 for asbestos on January 23, 2013. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Christopher Hager at (414) 750-1487.
stp-107-127 (20120615)

11. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 8:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.
107-001 (20060512)

12. Notice to Contractor – Airport Operating Restrictions.

Fill out the FAA Notice Criteria tool for all permanent structure (bridge, light pole, etc.) or equipment (crane, etc.) used during construction.

<http://oeaaa.faa.gov/oeaaa/external/portal.jsp>

If required by the Notice Criteria tool, and for all crane or construction equipment higher than 200 feet above the ground, submit completed form 7460-1 (Notice of Proposed Construction or Alteration) to The Federal Aviation Administration (FAA) at least 45 days before starting construction.

Contact Levi Eastlick, (608) 267-5018, WisBOA airspace/tall structure manager for assistance submitting forms.

sef-107-020 (20170310)

13. Traffic Meetings and Traffic Control Scheduling.

Every Wednesday by 9:00 AM, submit a detailed proposed 2-week look-ahead traffic closure schedule to the engineer. Type the detailed proposed 2-week look-ahead closure schedule into an excel spreadsheet provided by the engineer. Enter information such as closure dates, duration, work causing the closure and detours to be used. Also enter

information such as ongoing long-term closures, emergency contacts and general 2-month look-ahead closure information into the excel spreadsheet.

Meet with the engineer between 10:00 - 11:00 AM on Wednesdays at the Zoo Interchange project office on 2424 S. 102nd Street; West Allis to discuss and answer questions on the proposed schedule. Edit, delete and add closures to the detailed proposed 2-week look-ahead schedule, as directed by the engineer, so that proposed closures meet specification requirements. Other edits, deletions or additions unrelated to meeting specification requirements may also be agreed upon with the engineer during the 10:00 AM meeting.

Every Wednesday at 2:00 PM, or as scheduled by the engineer, attend a weekly traffic meeting. The meeting will bring local agencies, project stakeholders, owner managers, owner engineers, contractors, document control and construction engineering personnel together to discuss traffic staging, closures and general impacts. Upon obtaining feedback from the meeting attendees, edit, delete and add information to the detailed 2-week look-ahead closure schedule, as needed. Submit the revised 2-week look-ahead to the engineer.

Obtain approval from the engineer for any mid-week changes to the closure schedule. Revise the 2-week look-ahead as required and obtain engineer approval.
sef-643-040 (20150319)

14. Material and Equipment Staging.

Submit a map showing all proposed material stockpile or equipment storage locations to the engineer 14 days before either preconstruction or proposed use, whichever comes first. Identify the specific purposes for the location. Obtain written permits from the property owner, and submit two copies to the engineer before use. Do not stockpile or store materials or equipment on wetlands.
sef-999-020 (20170310)

15. Available Documents.

The department will make its information available to bidding contractors. The list of documents that are available for contractors' information includes:

- Design Study Report
- Environmental Document
- As-Built Drawings
- Preconstruction survey
- Traffic Management Plan

These documents are available from Christopher Hager at 141 NW Barstow Street, Waukesha, WI 53187 (414) 750-1487.

Reproduction costs will be applied to all copies requested.
sef-102-005 (20170310)

16. Contractor Notification.

Replace standard spec 104.2.2.2(2) with the following:

(2) If the contractor discovers the differing condition, provide a written notice, as specified in standard spec 104.3.3, of the specific differing condition before further disturbing the site and before further performing the affected work.

Replace standard spec 104.3.2 and 104.3.3 with the following:

104.3.2 (Vacant)

104.3.3 Contractor Initial Written Notice

(1) If required by standard spec 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, promptly provide a written notice to the engineer. At a minimum, provide the following:

1. A written description of the nature of the issue.
2. The time and date of discovering the problem or issue.
3. If appropriate, the location of the issue.

(2) Provide the additional information specified in standard spec 104.3.5 as early as possible to assist the engineer in the timely resolution of an identified issue. The engineer will not require, in subsequent submissions, duplication of information already provided.
sef-104-005 (20141211)

17. MMSD Acceptance of Sanitary Manhole Reconstruction.

Both the department and Milwaukee Metropolitan Sewerage District (MMSD) personnel will inspect the reconstruction of the MMSD sanitary manhole under this contract.

The contractor shall perform construction staking and testing of the sanitary manhole.

Final acceptance of the sanitary manhole reconstruction will be by the Milwaukee Metropolitan Sewerage District.

18. Referenced Construction Specifications.

Construct the work enumerated below conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin (SSSW). If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:
Adjusting and Reconstructing Sanitary Manholes

stp-105-002 (20130615)

19. Contractor Document Submittals.

This special provision describes minimum requirements for submitting project documents to the department. This special provision does not apply to shop drawing submittals.

Provide one electronic copy of all documents requiring department review, acceptance, or approval. Attach a completed engineer-provided transmittal sheet to each email submittal. The department will reject submittals with incomplete transmittal sheets and require re-submittal.

The department will return one reviewed, accepted, or approved original to the contractor. Additional return originals can be requested. Submit an additional original for each additional return original requested.

Submit electronic copies in PDF format to the engineer-designated folder within the department's SharePoint site. Send alerts with a link to the document via email to accounts the engineer determines. If possible, create PDFs from original documents in their native format (e.g. Word, Excel, AutoCAD, etc.). Scan other documents to PDF format with a minimum resolution of 600 dpi.

All costs for contractor document submittals are incidental to the contract.
sef-105-010 (20150619)

20. Information to Bidders, Use of Recovered Material.

The department encourages the use of waste materials and recovered industrial byproducts as material substitutions (106.2.1), provided they meet standard specification gradation requirements, conform to NR 538 requirements, and follow standard engineering practice for their intended use.

sef-106-005 (20141211)

21. Dust Control Implementation Plan.

A Description

This special provision describes developing, updating, and implementing a detailed Dust Control Implementation Plan (DCIP) for all land-disturbing construction activities and associated impacts both within the project site boundaries and outside the project site boundaries. Incorporate contract bid items that this article specifies into the DCIP.

B (Vacant)

C Construction

C.1 General

Control dust on the project as specified in standard spec 107.18. Minimize dust emissions resulting from land disturbing activities. Do not generate excessive air borne particulate matter (PM) or nuisance dust conditions. Control dust at all times during the contract.

Submit a DCIP to the engineer for review at least 14 calendar days before the preconstruction conference. Coordinate with the department, if requested, to resolve DCIP related issues before the preconstruction conference. The department will either approve the DCIP or request revisions. Do not initiate land-disturbing activities without the department's approval of the DCIP.

C.2 DCIP Contents

Develop a DCIP tailored to the specific needs of the project. Consider potential impacts to businesses and residences adjacent to the job site. Describe in detail all land disturbing, dust generating activities. Identify strategies to prevent, mitigate, and collect excess dust. Establish clear lines of communication with the engineer to ensure that all dust control issues can be dealt with promptly.

Include all of the following:

1. A single contact person with overall responsibility for the DCIP development as well as surveillance and remediation of job related dust. Provide:
 - Name, firm, address, and working-hours phone number.
 - Non-working-hours phone number.
 - Email address.
2. A site map locating project features, the job site boundaries, all ingress and egress points, air intakes and other dust-sensitive areas, and all public and private paved surfaces within and adjacent to the job site. Show where specific land disturbing, dust generating activities will occur and, to the extent possible, where employing various dust control or prevention strategies.
3. A matrix, or plan, for each anticipated land disturbing, dust generating activity, showing the following:
 - Preventive measures that shall be employed.
 - The applicable contact person.
 - The contractor's timetable and surveillance measures used to determine when remediation is required.
 - The specific dust control and remediation measures that shall be employed. Identify the specific contract bid items that shall be used for payment. Indicate costs and practices that are incidental to the contract.
 - Both maintenance and cleanup schedules and procedures.
 - Excess and waste materials disposal strategy.
4. A description of monitoring and resolving off-site impacts.

C.3 Updating the DCIP

Update the DCIP during the contract or as the engineer directs. Obtain the engineer's approval for all DCIP alterations. Also obtain the engineer's approval for routine DCIP

adjustments for weather, job conditions, or emergencies that will have an impact on payment under the bid items listed in the approved DCIP.

C.4 Dust Control Deficiencies

Coordinate with engineer to determine deadlines for resolving dust control deficiencies. Deficiencies include actions or lack of actions resulting in excessive dust, non-compliance with the contractor's DCIP or associated special provisions, and not properly maintaining equipment.

D Measurement

The department will measure the various bid items associated with dust control as specified in the applicable measurement subsections of either the standard specs or other contract special provisions. The department will not measure work performed under a DCIP alteration unless the engineer specifically approves that alteration.

Measurement under the DCIP includes the contract bid items listed in this special provision:

623.0200	Dust Control Surface Treatment
624.0100	Water
628.7560	Tracking Pads
SPV.0075.0001	Pavement Cleanup Project 2030-14-70

The department will measure work completed under other existing contract bid items if approved as a part of the DCIP. The department will consider new bid items to the contract if proposed under the DCIP. The department will not measure work required under the DCIP that is not included in contract bid items.

E Payment

All costs associated with the development and updating of the DCIP are incidental to the contract. The department will pay separately for the work required to implement the actions approved in the DCIP under the contract bid items approved as a part of the DCIP. All other costs associated with work approved under the DCIP are incidental to the contract.

sef-107-005 (20170323)

22. Maintaining Drainage.

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

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

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

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

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

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Refer to article Erosion Control in these special provisions for additional requirements.
sef-107-016 (20170310)

23. Notice to Contractor – OCIP Exclusions.

The Owner Controlled Insurance Program (OCIP) insurance coverage excludes environmental/abatement work, including hazardous materials/chemicals, lead and other materials considered hazardous – see Article – Owner Controlled Insurance Program for additional information. Environmental/abatement work must be performed by a qualified contractor and the work will not be covered under OCIP. The contractor performing Environmental/abatement work may potentially be enrolled in the OCIP if also performing other work not excluded from the OCIP umbrella. The qualified subcontractor must carry Construction Pollution Liability insurance with limits of at least \$1,000,000 per Occurrence and \$2,000,000 Aggregate.

Report only payroll from non-environmental work under the OCIP. Do not report payroll generated from environmental/abatement work.

Direct questions regarding all aspects of OCIP to Chris Luttrell (608-381-2340) at chris.luttrell@dot.wi.gov.
sef-107-025 (20170406)

24. Owner Controlled Insurance Program.

Standard spec 107.26, “Standard Insurance Requirements” is deleted in its entirety and the following standard spec 107.26 is substituted thereof:

107.26 Standard Insurance Requirements**107.26(1)(a) Owner Controlled Insurance Program**

1. Overview. The State of Wisconsin, Department of Transportation (“the WisDOT”) has arranged with Aon Risk Solutions, (the “OCIP administrator”) for this Project to be insured under its Owner Controlled Insurance Program (“OCIP”). The OCIP is more

fully described in the Zoo Interchange manual for the Owner Controlled Insurance Program (the “Insurance Manual”) and the Safety and Health Plan Manual that are incorporated in this Special Provision and the Contract by this reference. Parties performing labor or services at the Project Site (as defined by the OCIP Policies) are eligible to enroll in the OCIP unless the party is an excluded party (as defined below). The OCIP will provide to enrolled parties(as defined below) workers’ compensation and employer’s liability insurance, commercial general liability insurance, Builders Risk and Excess Liability insurance as summarily described below in connection with the performance of the Work (“OCIP coverage’s”).

2. Enrolled Parties and Their Insurance Obligations. OCIP coverage applies only to Enrolled Parties. Enrolled Parties include the WisDOT and its employees, non-excluded Contractors and Subcontractors of all tiers who enroll in the OCIP, all employees of Enrolled Contractor’s and Subcontractor’s who perform Work at the Project Site, and such other persons or entities that the WisDOT, in its sole discretion, may designate (each such party who is insured under the OCIP is collectively referred to as an “Enrolled Party”).

Enrolled Parties shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, the insurance coverage specified in 107.26(1)(a) 8 below.

3. Excluded Parties and Their Insurance Obligations. OCIP coverage’s do not apply to the following “Excluded Parties”:

- a. Hazardous materials remediation, removal and/or transport companies;
- b. Vendors *, suppliers, fabricators, material dealers, truckers**, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project;

* WisDOT is requiring all vendors who perform maintenance on an enrolled contractor’s equipment to be enrolled in the OCIP. Please see “WisDOT OCIP Enrollment Guidance Relating to Service Vendors” to determine whether they will be enrolled per project id number or on a Miscellaneous blanket basis.

** Truckers that come on site must remain in the cab of the vehicle.

Refer to the “Enrollment Matrix” which clearly outlines the requirements contingent upon the category that the entity falls under, such as: Contractor; Subcontractor; Consultant; Visitor; etc.

- c. Sanitary disposal facility providers, if the only function is to drop off the units and pick them up later, they are material suppliers and are excluded. If the company also services/cleans the units on site, that is no longer being a material supplier. (Refer to “Enrollment Matrix”, Vendors Providing Maintenance On Site).
- d. Contractors and Subcontractors of any tier that do not perform any actual labor on the Project site;

- e. Any party or entity not specifically identified in this special provision or excluded by the WisDOT as permitted by law, even if otherwise eligible.
- f. If you are not employed by an Enrolled Party, but performing services of an Excluded Party, you are not covered by the OCIP.

Excluded Parties and parties not enrolled in the OCIP shall obtain and maintain, and shall require each of its excluded Subcontractors to obtain and maintain, the insurance coverage specified in standard spec 107.26(1)(a) 8 below and in the Insurance Manual. Excluded Parties shall comply with all of the safety requirements pursuant to 107.26(1)(a) 16.

- 4. OCIP Insurance Policies Establish OCIP coverage's.** The OCIP coverage's and exclusions summarized in this special provision and the other contract documents are set forth in full in their respective insurance policy forms. The summary descriptions of the OCIP coverage's in this special provision or the Insurance Manual are not intended to be complete or to alter or amend any provision of the actual OCIP coverage's. In the event any provision of this special provision, the Insurance Manual, or the contract documents, conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.
- 5. Summary of OCIP Coverage's.** OCIP coverage's will apply only to those operations of each Enrolled Party performed at the Project Site (as defined in the OCIP insurance Policies) in connection with the Work and only to Enrolled Parties that are eligible for the OCIP.

The OCIP coverage's are primary insurance for all Enrolled Parties for occurrences during the policy period at the Project Site (as defined in the OCIP Policies). The OCIP will provide at least the following insurance to Enrolled Parties:

Summary of OCIP Coverages

This is a brief description of OCIP Insurance Coverage. Enrolled Parties should refer to the actual policies for details concerning coverage, exclusions and limitations.

- a. Workers' Compensation Insurance -Statutory Limit including Jones Act and USL&H coverage, as applicable.
- b. Employer's Liability Insurance \$1,000,000 Bodily Injury by Accident, each accident \$1,000,000 Bodily Injury by Disease, each employee \$1,000,000 Bodily Injury by Disease, policy limits
- c. Commercial General Liability (ISO Occurrence Form – Limits Shared By All Insureds) \$2,000,000 Each Occurrence Limit (Annual Limit) \$2,000,000 Personal/Advertising Injury Aggregate \$4,000,000 General Aggregate Limit for all Enrolled Parties (Annual Limit)

\$4,000,000 Products and Completed Operations Aggregate for all
Enrolled Parties (Single Limit Applies to Entire Products
and Completed Operations Extension)

10 yr. Products and Completed Operations Extension

- d. The OCIP Commercial General Liability policy will not provide coverage for any claim that could be covered under a property policy or Builder's Risk policy.
- e. Excess Liability insurance (over Employer's Liability and General Liability – Limits Shared by All Insureds)

\$100,000,000 Each Occurrence Limit

\$100,000,000 Aggregate (Annual Limit)

\$100,000,000 Products and Completed Operations Aggregate Limit
(Single Limit Applies to Entire Products and Completed
Operations Extension).

- f. Builder's Risk Insurance Coverage:

This is a brief description of Builder's Risk Insurance Coverage. Contractor should refer to the actual policies for details concerning coverage, exclusions and limitations.

The Builder's Risk insurance covers insures property, including materials, supplies, machinery, fixtures and equipment which will become a permanent part of the Work (excluding road work at grade level) in the course of construction.

The Builder's Risk coverage insures WisDOT and Enrolled Parties.

Builders Risk:

Limit

Each Occurrence Limit

\$100,000,000

Builder's Risk Obligation:

- Contractor or Subcontractor shall pay to the WisDOT's designee within five (5) days
- Written notice a maximum of up to twenty-five thousand dollars (\$25,000.00) for each loss payable under the Builder's Risk Policy attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of Contractor's Subcontractors, or any other entity or party for whom Contractor may be responsible ("builder's risk obligation").

6. The WisDOT's Insurance Obligations.

- a. The WisDOT will pay the costs of premiums for the OCIP coverage's and WisDOT will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise.
- b. The WisDOT assumes no obligation to provide insurance other than that specified in this special provision and the OCIP insurance policies.
- c. Except as provided by applicable law, the WisDOT's furnishing of OCIP coverage's will in no way relieve or limit, or be construed to relieve or limit, Contractor or any of its Subcontractors of any responsibility, liability, or obligation imposed by the contract documents, the OCIP insurance policies, or by law, including without limitation any indemnification obligations which Contractor or any of its Subcontractors has to the WisDOT there under. The WisDOT reserves the right at its option, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in the contract documents.

7. Contractor's OCIP Obligations. Contractor shall:

- a. Assign to WisDOT the right to receive all such adjustments, and shall require that each of its Subcontractors of every tier assigns to WisDOT the right to receive all such adjustments.
- b. Incorporate the terms of this special provision in all subcontract agreements.
- c. Enroll and maintain enrollment in the OCIP, and shall ensure that each non-Excluded subcontractor, enrolls and maintains enrollment in the OCIP. Enrollment shall take place within five days of a receipt of a Notice to Proceed, and prior to commencement of work. Comply with all of the administrative, safety, insurance, and other requirements outlined in this special provision, the Insurance Manual, the OCIP insurance policies, the Safety and Health Plan Manual, or elsewhere in the contract documents.
- d. Provide each of its Subcontractors with a copy of the Insurance Manual and ensure Subcontractor compliance with the provisions of the OCIP insurance policies, the Insurance Manual, this special provision, and the contract documents. The failure of (a) the WisDOT to include the Insurance Manual in the bid documents or (b) Contractor to provide each of its eligible Subcontractors with a copy of same shall not relieve Contractor or any of its Subcontractors from any of the obligations contained therein.
- e. Acknowledge, and require all of its Subcontractors to acknowledge in writing, that the WisDOT and the OCIP administrator are not agents, partners or guarantors of the insurance companies providing coverage under the OCIP (each such insurer, an "OCIP insurer") and that the WisDOT is not responsible for any claims or disputes between or among Contractor, its Subcontractors, and any OCIP insurer(s). Any type of insurance coverage or limits of liability in addition to the OCIP coverage's that Contractor or any

Subcontractor requires for its or their own protection, or that is required by applicable laws or regulations, shall be Contractor's or its Subcontractor's sole responsibility and expense and shall not be billed to the WisDOT.

- f. Cooperate fully with the OCIP administrator and the OCIP insurers, as applicable, in its or their administration of the OCIP.
- g. Provide, within five (5) business days of the WisDOT's or the OCIP administrator's request, all documents or information as requested of Contractor or its Subcontractors. Such information may include but not be limited to, payroll records, certified copies of insurance coverage's, declaration pages of coverage's, certificates of insurance, underwriting data, prior loss history information, insurance audits, safety records or history, OSHA citations, or such other data or information as the WisDOT, the OCIP administrator, or OCIP insurers may request in the administration of the OCIP, or as required by the Insurance Manual.
- h. Pay to the WisDOT's designee within five (5) days of written notification, a sum of up to **\$10,000** of each claim, including court costs, attorneys fees and costs of defense for property damage to the extent losses are insured under the OCIP Commercial General Liability policy for those losses that are attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of its Subcontractors, or any other entity or party for whom Contractor may be responsible ("contractor General Liability obligation"). The contractor General Liability obligation will not be insured by the OCIP Coverage's.

8. Additional Insurance Required From Enrolled Parties and Excluded Parties.

Contractor shall obtain and maintain, and shall require each of its Subcontractors of every tier to obtain and maintain, the insurance coverage specified in this Section in a form and from insurance companies reasonably acceptable to the WisDOT. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. The insurance required by this Section shall conform to the WisDOT's requirements outlined in the Insurance Manual and be written by companies authorized to do business in the state of Wisconsin with an **AM Best rating of A-or better**. Contractor shall provide certificates of insurance coverage to the WisDOT as required below and by the Insurance Manual.

As to Enrolled Parties, the Workers' Compensation, Employer's Liability, and Commercial General Liability insurance required by this section shall only be for operations away from the Project Site (as defined by OCIP Policies). The cost of providing the required insurance coverage and limits is incidental to the contract. The department will make no additional or special payment for providing insurance.

TYPE OF INSURANCE MINIMUM LIMITS REQUIRED

- 1. Commercial General Liability insurance shall be endorsed to include Blanket Contractual Liability coverage.

- a. \$2,000,000 Combined Single Limits per occurrence with an annual aggregate limit of not less than \$4,000,000.
- b. The OCIP Coverage's shall exclude blasting or explosion operations. If blasting or explosion operations are used in connection with the Work, Commercial General Liability insurance shall not contain an exclusion for blasting or explosion and shall be provided in limits established by the WisDOT at the time such blasting or explosion methods are elected. Such coverage shall apply to operations whether the operations occur on the Project site or away from the Project site.
- c. Wisconsin Department of Transportation, their respective officers, agents and employees, and any additional entities as the WisDOT may request as additional insureds must be named as an Additional Insured which shall include: i) liability arising out of the Work performed by the named insured; ii) liability arising out of the supervision of the Work performed by or operations of the named insured; and iii) liability of the acts or omissions of the Additional Insureds relating to Work performed by the named insured for the Project, except for sole negligence of the Additional Insureds iv) will state that coverage is afforded on a primary and non-contributory basis.
- d. Ongoing Construction Operation(s) in effect at all times while work is being performed by Contractor;
- e. Subcontractors and Independent Contractors (if any);
- f. Products and Completed Operations, including coverage applicable to additional insureds (as required by this agreement) with Completed Operations coverage to remain in force, whether by endorsement or renewal of coverage, including the Contractor, any party required to be indemnified by this Contract and any other party required by this Contract to be named as an additional insured, for at least two (2) years from the date of final completion of the Project and WisDOT's acceptance of the work; and
- g. Explosion, collapse, and underground hazards.
- h. Contractual Liability (insured contract) coverage sufficient to meet the requirements of this Contract (including defense costs and attorney's fees assumed under contract);
- i. Personal and Advertising Injury Liability coverage (with the standard contractual and employee exclusions deleted);
- j. Notice and Knowledge of Occurrence conditions limited to the knowledge of relevant corporate officers or risk managers with an Unintentional Errors and Omissions provision (providing that the insurer may not deny coverage unless it can show that it has been prejudiced by a failure of the insured to comply with a condition of the policy); and
- k. CG 22 79 07 98 (or equivalent) is the only acceptable Professional Liability Exclusion.
- l. Operations performed within 50' of railroad
- m. Contractors must provide their own insurance for owned, leased, rented and borrowed equipment, whether such equipment is located at a Project Site or "in

transit”. Contractors are solely responsible for any loss or damage to their personal property including, without limitation, property or materials created or provided under the Contract until installed at the Project Site, Contractor tools and equipment, scaffolding and temporary structures.

2. Workers’ Compensation and Employer’s Liability insurance.

a. Workers’ Compensation Limits: Statutory Limits

b. Employer’s Liability limits:

\$1,000,000 Bodily Injury by Accident, each accident \$1,000,000 Bodily Injury by Disease, each employee \$1,000,000 Bodily Injury by Disease, policy limits

Terms and conditions shall include:

- USL&H – where applicable.
- Jones Act – where applicable.
- All states endorsement -where applicable.

3. Commercial Automobile Liability insurance as specified by Insurance Services Office (ISO), form CA 00 01, symbol 1 (any auto) with the following limits and endorsements:

a. No Trucking or Hauling: \$1,000,000 Each Accident

b. Trucking or Hauling (Non Hazardous Materials): \$2,000,000 Each Accident

c. Trucking or Hauling Hazardous Materials: \$5,000,000 Each Accident with an MCS 90 Endorsement and ISO Endorsement CA 99 48.

4. For any work over water, whether deemed navigable or otherwise, Contractors Pollution Liability insurance with \$2,000,000 per occurrence and \$2,000,000 aggregate policy limits.

5. Aviation and/or Watercraft Liability insurance, as appropriate, including hull and protection and indemnity for watercraft, or other insurance, in form and with limits of liability and from an insuring entity reasonably satisfactory to the WisDOT.

Contractor’s failure to procure or maintain the insurance required by this Section and to assure all its Subcontractors of every tier maintain the required insurance during the entire term of the contract shall constitute a material breach of this contract under which the WisDOT may immediately suspend or terminate this contract or, at its discretion, procure or renew such insurance to protect the WisDOT’s interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid from the Contractor.

Contractor shall provide the WisDOT with certificates of insurance as evidence that required coverage’s for insurance detailed in this section are in force. The bidder shall provide certificates of insurance in their pre-qualification statement as specified in 102.1.

Contractor shall notify the WisDOT at least 60 calendar days before a cancellation or material change in coverage and only obtain coverage from insurance companies licensed to do business in the state that have an AM Best rating of A- or better. The cost of providing the required insurance coverage and limits is incidental to the contract. The WisDOT will make no additional or special payment for providing insurance.

The above insurance requirements shall apply with equal force whether the Contractor or a Subcontractor, or anyone directly or indirectly employed by either, performs the work under the Project.

9. Additional Insureds:

All insurance required by this agreement (excluding only workers compensation insurance) shall name WisDOT, all parties required to be indemnified by this Contract and all other parties as reasonably requested by the WisDOT, as additional insureds. All policies (including primary, excess and/or umbrella) must provide that coverage shall be primary and non-contributory to any insurance maintained by the Contractor or the additional insured, all of which shall be stated on the Certificate of Insurance provided by the Contractor. The Additional Insured Endorsement shall be on Form CG 20 10 11/85, or CG 20 33 10/01 plus CG 20 37 10/01, or equivalent, and shall include ongoing and completed operations coverage, which shall not contain any restrictions.

IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR APPLICABLE LAW) LIMITS THE ADDITIONAL INSURED COVERAGE THAT WISDOT MAY REQUIRE FROM THE CONTRACTOR, THEN THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ADDITIONAL INSURED COVERAGE TO THE FULLEST EXTENT OF COVERAGE AND LIMITS ALLOWED BY APPLICABLE LAW AND THIS CONTRACT SHALL BE READ TO CONFORM TO SUCH LAW.

10. Contractor Representations and Warranties to the WisDOT. Contractor represents and warrants to the WisDOT or behalf of itself and its Subcontractors:

- a. That all information it submits to the WisDOT or the OCIP administrator shall be accurate and complete.
- b. That Contractor, on behalf of itself and its Subcontractors, has had the opportunity to read and analyze copies of the OCIP binders and specimen policies that are on file in the WisDOT's office. Any reference or summary in the contract, this special provision, the Insurance Manual, or elsewhere in any other contract document as to amount, nature, type or extent of OCIP coverage's and/or potential applicability to any potential claim or loss is for reference only. Contractor and its Subcontractors have not relied upon said reference but solely upon their own independent review and analysis of the OCIP coverage's in formulating any understanding and/or belief as to amount, nature, type or extent of any OCIP coverage's and/or its potential applicability to any potential claim or loss.

- c. That the costs of OCIP coverage's were not included in Contractor's bid or proposal for the Work, the contract price, and will not be included in any change order, change modification, or any request for payment for the Work or extra work. The "costs of OCIP coverage's" is defined as the dollar amount of premiums, costs and fees the Contractor and its Subcontractors would have paid its insurance carrier to insure the operations and exposures which are being insured under the OCIP.
- d. That Contractor acknowledges that the WisDOT will not pay or compensate Contractor or any Subcontractor, in any manner, for costs of OCIP coverage's or for "insurance costs" except as specifically required to be maintained by Contractor by the terms of this special provision.

11. Severability of Interests (Cross Liability):

All insurance required by this agreement (excluding only workers compensation insurance) shall include a provision or be endorsed to provide that, inasmuch as the policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured. No cross liability exclusions are permitted and there may not be any restrictions in any policies that limit coverage for a claim brought by an additional insured against a named insured. Also, there shall not be any provision in any insurance policy which excludes or conditions coverage on the existence of a contract or other agreement requiring insurance.

12. Breach of Insurance Requirements:

The Contractor's failure to obtain and maintain insurance coverages as required by this agreement shall constitute a material breach of the Contract. In such event WisDOT may at its option: (i) terminate the Contractor for default; or (ii) purchase such coverage and backcharge the premium and associated costs to the Contractor; or (iii) at their respective option, WisDOT and/or an additional insured can require the Contractor and/or its Subcontractors to pay for attorney's fees, expenses, damages and liability as a result of any claim or lawsuit to the extent coverage would have been provided to them under the Contractor's insurance but for the Contractor's breach WisDOT has the right to backcharge the Contractor for such sums. Furthermore, to the extent of their respective interest, the Insurers of those entities that were to be included as additional insureds are deemed to be third-party beneficiaries of the insurance procurement obligation.

13. Subcontractor:

Before permitting any Subcontractor to perform work under a subcontract, the Contractor shall require by written contract that the Subcontractor maintain insurance in like form and amounts to that required herein. The Contractor shall be responsible to ensure that each Subcontractor maintains insurance in like form and amounts and shall Provide evidence of same if requested. Contractor shall provide copies of its Subcontractor's certificates of insurance coverage to WisDOT or the OCIP Administrator upon request.

14. Notice of Cancellation:

All insurance coverages required by this agreement shall contain a provision that the coverage afforded thereunder cannot be cancelled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least thirty (30) days prior written notice has been given to WisDOT. The Contractor is responsible to provide replacement coverage conforming with the requirements of this agreement in the event of any cancellation, non-renewal or modification of any insurance coverages required by this agreement.

15. Limits of Insurance:

The Contractor's insurance coverage and any additional insured coverage provided to WisDOT and any additional insured shall be for the full amount of any loss up to the policy(s) limits of liability and shall not be limited to the minimum insurance requirements of this Contract. The Contractor is responsible for notifying its insurance carriers in the event of a loss or potential loss involving coverage for the additional insureds. However, this does not prohibit any additional insureds from reporting a claim directly to the Contractor's insurance carriers.

16. Deductibles/Denial of Claims:

The Contractor shall be responsible, at no additional cost to WisDOT, for the payment of any deductibles or self-insured retention in connection with the insurance coverages required by this agreement, both for itself and all additional insureds. Any self-insured retention or deductible must be declared in writing at the time the Contractor submits its bid and must be specifically approved by WisDOT prior to execution of the Contract. The Contractor shall be responsible for any loss arising out of coverage denial by its insurance carrier. The Contractor may not procure policies that limit who may pay the SIR or deductible; rather, any SIR shall be payable by either the Contractor or the Subcontractor and the Contractor may not have a policy that prevents WisDOT from accessing or triggering coverage unless the SIR is paid by the Contractor. Contractor shall also ensure that similar conditions are incorporated into all subcontracts. In the event that WisDOT is required to pay any deductible and/or SIR to access any insurance policy, Subcontractor shall promptly reimburse the Contractor for such payment.

17. No Waiver of Insurance Requirements:

IT IS EXPRESSLY AGREED BETWEEN WISDOT AND THE CONTRACTOR THAT THE FAILURE OF WISDOT TO REQUIRE OR VERIFY COMPLETE AND TIMELY PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT SHALL NOT BE A WAIVER BY WISDOT OF ANY RIGHT OF WISDOT TO REQUIRE THE CONTRACTOR TO COMPLY WITH THESE INSURANCE REQUIREMENTS AND/OR TO SEEK DAMAGES BECAUSE OF THE CONTRACTOR'S FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS IN THIS CONTRACT.

18. Audits. Contractor agrees that the WisDOT, the OCIP administrator, and/or any OCIP insurer may audit Contractor's or any of its Subcontractor's Project payroll records, books and records, insurance coverage's, insurance cost information, or any other information

that Contractor provides to the WisDOT, the OCIP administrator, or the OCIP insurers to confirm their accuracy and to assure that costs of OCIP coverage's are not included in any payment for the work.

19. The WisDOT's Election to Modify or Discontinue OCIP. The WisDOT may, for any reason, modify the OCIP coverage's, discontinue the OCIP, or request that Contractor or any of its Subcontractors withdraw from the OCIP upon thirty (30) days written notice. Upon such notice Contractor and/or one or more of its Subcontractors, as specified by the WisDOT in such notice, shall obtain and thereafter maintain at the WisDOT's expense, Contractor Maintained Coverages (or a portion thereof as specified by the WisDOT) of the OCIP coverage's. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to the WisDOT's approval.

20. Withhold of Payments. The WisDOT may withhold from any payment owing to Contractor the costs of OCIP coverage's if included in a request for payment. In the event the WisDOT audit of Contractor's records and information as permitted in the Contract, this special provision, or other contract documents reveals a discrepancy in the insurance, payroll, safety, or any other information required by the contract documents to be provided by Contractor to the WisDOT, or to the OCIP administrator, or reveals the inclusion of costs of OCIP coverage's in any payment for the work, the WisDOT will have the right to full deduction from the Contract Price of all such costs of OCIP coverage's and all audit costs. Audit costs will include but not be limited to the fees of the OCIP administrator, and the fees of attorneys and accountants conducting the audit and review. If the Contractor or its Subcontractors fail to timely comply with the provisions of this special provision or the requirements of the Insurance Manual, the WisDOT may withhold any payments due Contractor and its Subcontractors until such time as they have performed the requirements of this special provision. Such withholding by the WisDOT will not be deemed to be a default hereunder.

21. Waiver of Claim and Waiver of Subrogation:

Where permitted by law, Contractor hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against the WisDOT, the State of Wisconsin and any of its Agencies or Officer's, Agents or employees including without limitation, the OCIP administrator, its or their officers, agents, shareholders or employees of each, if any, and any other Contractor or Subcontractor performing work or rendering services on behalf of the WisDOT in connection with the planning, development and construction of the Project, and Contractor shall require that all Contractor maintained insurance coverage related to the work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation for claims described above.

22. Waiver of Subrogation. Where permitted by law, Contractor shall also require that all Contractor maintained insurance coverage related to the work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against the

WisDOT, the State of Wisconsin and any of its Agencies or Officer's, Agents or employees including without limitation, the OCIP administrator, its or their officers, agents, shareholders or employees of each, if any. Contractor shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

23. Conflicts. In the event of a conflict, the provisions of this special provision shall govern, then the provisions of the contract and its other related contract documents, then the provisions of the Insurance Manual.

24. Safety. Contractor shall be solely responsible for safety on the Project and safety relating to the Work. Contractor shall establish a safety program that, at a minimum, complies with all local, state and federal safety standards, and any safety standards established by the WisDOT for the Project, including the Project Safety and Health Plan Manual.

SEF-ZOO IC 15_0112

25. CPM Progress Schedule.

Replace standard spec 108.4.4.1 with the following:

- (1) Submit a CPM Progress Schedule and updates.
- (2) To ensure compatibility with the Master Program Schedule, use the latest version of Primavera P6 Project Management, by Oracle Corporation, Redwood Shores, CA, to prepare the Initial CPM Progress Schedule, Monthly CPM Progress Updates and other CPM Progress Revisions requested by the engineer.
- (3) Within five business days after award, the department will provide its current standard Work Breakdown Structure and activity codes to use to develop the Initial CPM Progress Schedule.
- (4) Designate a Project Scheduler who will be responsible for scheduling the Work and submit a professional resume describing a minimum of three years of scheduling experience on interstate-highway reconstruction work of similar size and complexity, including recent experience with P6. Obtain approval of the submitted resume before scheduling the work.

Replace standard spec 108.4.4.4(2) with the following:

- (2) For each schedule update, submit electronic copies in an approved format and updated PDF printouts of the following:

1. Tabular sorts by:
 - Activity Identification/Early Start
 - Total Float
 2. If applicable, an updated logic diagram as the engineer requires.
 3. If augmenting the CPM schedule with a linear schedule, provide an update of the linear schedule.
 4. Activities underway and as-built dates for the past month.
 5. Agreement on the as-built dates with the department depicted in the Monthly CPM Progress Schedule Update. Document all disagreements. Use the as-built dates from the Monthly CPM Progress Schedule Update for the month when updating the CPM schedule.
 6. Actual as-built dates for completed activities through final acceptance of the project.
- sef-108-010 (20171004)

26. Force Account.

Supplement standard spec 109.4.5.1 (3)1 with the following:

Include accumulation of wages to date for each employee performing force account work and identify allowable Federal Unemployment Tax (FUTA) and State Unemployment Tax (SUTA) multipliers.

sef-109-005 (20141211)

27. Removing Old Culverts and Bridges.

Supplement standard spec 203.3.1 with the following:

Structure Removal Site Safety Plan

Prepare a Structure Removal Site Safety Plan covering all structure removal work included in the contract. Maintain posted copies of the Structure Removal Site Safety Plan at the site in the project field office. Provide two copies of the Structure Removal Site Safety Plan to the engineer at least four weeks before beginning removal work.

Examine the existing structure plans and visit the site before preparing and submitting the structure removal plan(s). The contractor is responsible for the methods and sequence of demolition, including effects on the overall stability of each structure being removed. At a minimum, each removal plan shall include:

1. The name of the professional engineer, registered in the state of Wisconsin who will be on site and monitoring the removal of existing structures as required in this specification.
2. The name of the contractor's on-site-employee designated in responsible charge of all removal operations.
3. The removal method and sequence of removal for each individual structure, including the staging of bridge removals.

4. Analysis of the stability of the structure based on the methods and sequence of demolition proposed, to ensure that the structure is demolished in a safe and controlled manner. The analysis computations shall be prepared, signed and sealed by a professional engineer registered in the State of Wisconsin.
5. Design and details of temporary supports, shoring or temporary bracing, if required to stabilize portions of partially remaining structures during the removal sequence or support partially remaining structures after staged removals. Include design computations and detail drawings for all temporary supports, shoring and bracing that indicate the exact placement of the temporary supports, shoring or bracing; verification of design loads; attachment details; and methods for the safe transfer of loads from existing structural elements to be removed to the temporary supports, shoring, or bracing. Temporary support, shoring, or bracing design computations and drawings details are to be prepared, signed and sealed by a professional engineer registered in the State of Wisconsin.
6. Design and details of temporary support foundations. Include in the foundation design the evaluation of expected foundation settlement and the effect that this will have on the structure being supported. Temporary support foundation design computations and drawing details are to be prepared, signed and sealed by a professional engineer registered in the State of Wisconsin.
7. Equipment type and locations of equipment on the structure(s) or adjacent roadways during the removal operations
8. Locations and type of work to be performed directly adjacent to traffic.
9. Details and locations of protective covers and other measures to ensure that people, property and improvements will not be endangered or damaged as a result of the removal operations. Include methods for protecting any pavement surfaces including shoulders, concrete barriers, and other highway features.
10. Methods of removal, hauling and disposal, including haul routes and disposal destination.
11. A schedule of anticipated roadway and lane closures to accommodate removal operations. Include the timing of individual lane or temporary roadway closures and the nature of removal operations that will be performed during the lane or roadway closures.
12. Acknowledgement that the contractor and removal design engineer responsible for preparing the removal plan have visited the site and reviewed the existing structure plans in preparing the removal plan.

Structure Pre-Removal Meetings

After submission of the Structure Removal Site Safety Plan, schedule and conduct structure pre-removal meetings at a time agreed to by the engineer. Hold structure pre-removal meetings at least three working days before beginning structure removal activities. If the engineer agrees before, multiple structure removals can be combined and discussed at one structure pre-removal meeting. Otherwise, schedule and conduct a separate structure pre-removal meeting for each structure to be removed.

Supplement standard spec 203.3.2.1 with the following:

Perform structure removals conforming to the submitted Structure Removal Site Safety Plan.

Supplement standard spec 203.5.1(2) with the following:

Payment includes preparation and submittal of a Structure Removal Site Safety Plan; and performing all structure removal work conforming to the submitted plans.
sef-203-005 (20170310)

28. Debris Containment B-40-107, Item 203.0225.S.4001; Debris Containment B-40-108, Item 203.0225.S.4102.

A Description

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

B (Vacant)

C Construction

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

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

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

1. Melissa Cook
HAST Trail Manager
Wisconsin Department of Natural Resources
2300 N. Martin Luther King Jr. Drive
Milwaukee, WI 53212
Telephone: (414) 263-8559
Email: melissa.cook@wisconsin.gov

D Measurement

The department will measure Debris Containment (Structure) as a single lump sum unit of work for each structure, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0225.S.4001	Debris Containment B-40-107	LS
203.0225.S.4102	Debris Containment B-40-108	LS

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

stp-203-010 (20080902)

29. Pavement Breaking Equipment.

Use only hydraulic pavement breaking equipment for breaking pavement within 300 feet of any structure. Do not use guillotine, drop hammer, falling weight, gravity impact breakers or equivalent equipment. A multi-head hydraulic drop hammer is allowed unless a structure is within 50 feet of the roadway.

sef-204-005 (20140415)

30. Removing Concrete Barrier.

Supplement standard spec 204.3.2.2 with the following:

Under the Removing Concrete Barrier bid item, remove barrier and footing, unless specified in the plans, at the locations the plans show. Removal includes all required sawing conforming to standard spec 690.

Supplement standard spec 204.5.1(2) with the following:

Payment for Removing Concrete Barrier is full compensation for furnishing all required sawing and removal of existing barrier and footing, and sludge removal.

sef-204-025 (20171004)

31. Removing Concrete Base Type 13, Item 204.9060.S.3001.**A Description**

This special provision describes Removing Concrete Base Type 13 according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)**C Construction**

Construction shall be according to standard spec 204.3.

Break down and remove the concrete base material to a depth 5' below grade or below the Type 13 concrete base wing, whichever depth is greater, at locations where complete

removal of the base will impact construction and/or location of existing monotube concrete base does not interfere with construction. Fill the area to grade with similar material as adjacent to the base (topsoil/seed, concrete sidewalk, asphalt, etc).

Remove the entire monotube concrete base per standard spec 204.3 if the location of the existing monotube concrete base interferes with construction.

D Measurement

The department will measure Removing Concrete Base Type 13 as each individual base, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.3001	Removing Concrete Base Type 13	Each

32. Removing Traffic Signals IH 94 EB Ramps & STH 100, Item 204.9105.S.3001.

A Description

This special provision describes removing Traffic Signals according to the pertinent provisions of standard spec 204 and as hereinafter provided. Specific removal items are noted in the plans.

B (Vacant)

C Construction

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

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

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

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, emergency vehicle preemption heads (EVP), mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. Ensure that all access hand hole doors and all associated hardware remain intact. Dispose of the

underground signal cable, internal wires and street lighting cable off the state right-of-way. Neatly stockpile materials indicated for re-use in a safe and secure location until they are ready for installation. Neatly stockpile the remaining materials in a safe and secure area on-site for the department to pick-up. Contact the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to equipment pick-up to coordinate logistics.

D Measurement

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

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.3001	Removing Traffic Signals IH 94 EB Off Ramp & STH 100	LS

Payment is full compensation for removing, disassembling traffic signals, scrapping of some materials, disposing of scrap material, and for stockpiling the requested materials for department pick-up.

33. QMP Subgrade.

A Description

This special provision describes requirements for subgrade materials within the roadway foundation as defined in standard spec 101.3. Conform to standard spec 207 as modified in this special provision for all work within the roadway foundation at the following locations:

STH 100, Permanent Freeway Ramps, Temporary Widening, Local Roads, and Temporary Roads.

Provide and maintain a quality control program. A quality control program is defined as all activities, including process control inspection, sampling and testing, documentation, and necessary adjustments in the process that are related to the construction of subgrade which meets all the requirements of this provision.

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

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

B Materials

B.1 Quality Control Plan

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

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

- An organizational chart with names, telephone numbers, current certifications or titles, and roles and responsibilities of QC personnel.
- The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
- An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
- Location of the QC laboratory, retained sample storage, and control charts and other documentation.
- A summary of the locations and calculated quantities to be tested under this provision.
- An explanation regarding the basis of acceptance for material that cannot be tested by nuclear methods due to a high percentage of oversized particles.

B.2 Personnel

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a grading technician certified under HTCP at level I (or ACT Grading Technician under the direction of a certified technician) present at the site during all subgrade preparation, fill placement, compaction, and nuclear testing activities. Have a nuclear density technician certified under HTCP at level I perform field density and field moisture content testing.

B.3 Laboratory

Perform quality control testing in a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:

Materials Laboratory

3502 Kinsman Boulevard

Madison, Wisconsin 53704-2583

Telephone: 608-246-7938

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

B.4 Equipment

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

Furnish nuclear gauges from the department's approved product list at:

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

Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge within 12 months before using it on the project. Retain a copy of the calibration certificate with the gauge. Nuclear density gauge calibration verification is required daily when earthwork construction operations require testing under this special provision article. This calibration verification shall be performed using the departments "Validator" apparatus which is located at the Zoo Interchange construction field office, 2424 S. 102nd St., West Allis, Wisconsin 53227. Establish a standard gauge reading for the "Validator" using the ten test average method. The source emitter depth for calibration verification, in the direct transmission mode, will be determined by the engineer. This procedure will establish the "Validator" apparatus, as the contractor's project reference site.

Conform to ASTM D 2950 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Perform each test for 4 minutes of nuclear gauge count time.

B.5 Soil Source Study

Conduct and submit a soil source study before beginning of grading operations. Ensure that this study identifies each distinct soil type on the project within the top 15 feet of cut areas and all borrow material. Provide the in-bank natural moisture content for each soil. Develop moisture-density curves for each identified soil type by utilizing AASHTO T 99, with a minimum of 5 individual points, and a zero air voids curve at a specific gravity of 2.65. If a different specific gravity is used perform a specific gravity test. Determine the maximum density and corresponding optimum moisture level for each soil type. Develop a site-specific family of Proctor curves for this contract from the completed soil source study and submit to the engineer for review and acceptance.

Perform characterization tests on each of the soil types selected for the soil source study. The tests for roadway include AASHTO T 89, AASHTO T 90, AASHTO T 27, and AASHTO T 11. Classify each soil type selected according to the AASHTO soil classification system based on the characterization tests. Do not begin grading operations until the engineer accepts the soil source study.

Use the soil types identified in the soil source study with corresponding maximum densities and optimum moisture values to determine the compaction compliance on the project. Continue the soil source study in those areas of cuts greater than 15 feet that were not accessible during the initial study. Include data on additional soil types if project conditions change. Ensure that tests of additional soil types are complete and the engineer accepts the results before incorporating the material into the roadway foundation.

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

Regional Materials Laboratory
Attn: Paul Emmons
935 S. 60th Street
West Allis, Wisconsin 53214
Telephone: (414) 266-1158

Retain and identify two representative samples of each Proctor. Submit one sample to the engineer. Retain one sample on site for use when performing textural identification.

B.6 Quality Control Documentation

B.6.1 Control Charts

Maintain separate control charts for the field density and field moisture content of each grading area. Designate grading areas within the project as follows:

- Embankment portions of the project, except within 200 feet of bridge abutments.
- Embankment within 200 feet of bridge abutments.
- Subgrade cut portions of the project.
- Embankment in pipe culvert, sewer and waterline trenches.
- Structure and granular backfill placed at bridge abutments.

Ensure that all tests are recorded and become part of the project records. Plot required test results on the control charts. Include random and engineer-requested testing but only include the contractor's randomly selected QC test results in the 4-point running average. The contractor may plot other contractor-performed process control or informational tests on the control charts, but do not include them in 4-point running averages.

Post control charts in an engineer-approved location and update daily. Ensure that the control charts include the project number, the test number, each test element, the applicable control limits, the contractor's individual test results, the running average of the last 4 data points, and the engineer's quality verification test data points. Use the control charts as part of a process control system for identifying potential problems and assignable causes. Format control charts according to the CMM.

Submit control charts to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

B.6.2 Records

Document all observations, inspection records, and adjustments to fill placement procedures, soil changes, and test results daily. Note the results of the observations and inspection records as they occur in a permanent field record.

Provide copies of the field density and field moisture running average calculation sheets, the one-point Proctor tests, records of procedure adjustments, and soil changes to the engineer daily.

Submit original testing records to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

B.7 Contractor Testing

B.7.1 General

Have a grading technician certified under HTCP at level I (or ACT Grading Technician under the direction of a certified technician) present during all subgrade preparation, fill placement, compaction, and testing. Have a nuclear density technician certified under HTCP at level I perform the testing for field density and field moisture content. During subgrade construction, use sampling and testing methods identified in the CMM to perform the required tests at randomly selected locations at the indicated minimum frequency for each grading area.

Determine the cubic yards for testing based on a total load count system the engineer and contractor agree to.

For each test, provide the cubic yards represented and the test location to within 2 feet horizontally and 0.5 feet vertically. Use project stationing to determine horizontal location and grade stakes to determine vertical location.

Test areas of suspect compaction or areas which appear to be nonconforming as determined by the engineer.

B.7.2 Field Density and Field Moisture

Perform the field density and field moisture tests using the nuclear density meter method according to AASHTO T 310. Ensure that each field density test material is related to one of the specific soil types identified in the soil source study in determining the percent compaction. Use textural identification as the primary method of establishing this relationship. Use the representative samples retained from the soil source study when performing the textural identification. Use a coarse particle correction according to AASHTO T 224.

If field density and field moisture tests cannot be performed by the nuclear density method due to a high percentage of oversized particles as determined according to AASHTO T 99 for highway embankments, observe the placement of the embankment and document the basis of acceptance. Document daily quantities of untested embankment and locations where untested embankment is placed, and keep a cumulative quantity of untested embankment material during the project. Include the daily documentation and a summary of the cumulative quantity of untested embankment material with the project records.

B.7.3 One-Point Proctor

Obtain a representative sample of the fill material and test according to AASHTO T 272. Compare the sample to the curves developed in the soils source study to determine the maximum dry density and optimum moisture. Use the appendix for AASHTO T 272 as a guide in this determination.

B.7.4 Testing Frequency

B.7.4.1 Subgrade Embankment portions of the project, except within 200 Feet of bridge abutments

Perform the required tests at the following frequencies:

Test	Minimum Frequency
Field Density and Moisture (AASHTO T 310)	One per 2,000 cubic yards of fill per lift or one test per grading area per day whichever yields the most tests.
One-Point Proctor (AASHTO T 272)	One per 9,000 cubic yards or when a change in fill material occurs.

B.7.4.2 Subgrade Embankment Within 200 Feet of Bridge Abutments

Perform the required tests at the following frequencies:

Test	Minimum Frequency
Field Density and Moisture (AASHTO T 310)	One per 1,000 cubic yards of fill per lift or one test per grading area per day whichever yields the most tests.
One-Point Proctor (AASHTO T 272)	One per 9,000 cubic yards or when a change in fill material occurs.

B.7.4.3 Subgrade Cut

Perform the required tests at the following frequencies:

Test	Minimum Frequency
Field Density and Moisture (AASHTO T 310)	One test per 1,000 linear feet of cut or one test per cut area whichever yields the most tests. The testing will be completed at the finished subgrade elevation.

B.7.4.4 Subgrade Embankment in Pipe Culvert, Sewer and Waterline Trenches

Perform the required tests at the following minimum frequencies per trench run between structures. Test trenches individually at the frequency listed in this section. For example, lateral lines and trunk lines are to be considered individual trenches:

Test	Minimum Frequency
Field Density and Moisture (AASHTO T 310)	One test per 100 CY of backfill placed per lift or one test per day whichever yields the most tests.
One-Point Proctor (AASHTO T 272)	One per 3,000 cubic yards or when a change in fill material occurs.

B.7.4.5 Structure and Granular Backfill at Bridge Abutments

Perform the required tests at the following minimum frequencies:

Test	Minimum Frequency
Field Density and Moisture (AASHTO T 310)	One test per 2 feet of vertical backfill height per abutment.
One-Point Proctor (AASHTO T 272)	One per 3,000 cubic yards or when a change in fill material occurs.

B.7.5 Compaction Zones

B.7.5.1 Subgrade Embankment portions of the project, except within 200 Feet of bridge abutments

Embankment material placed within 6 feet of the finished subgrade elevation is classified as upper zone material. Material placed more than 6 feet below the finished subgrade elevation is classified as lower zone material.

B.7.5.2 Subgrade Embankment Within 200 Feet of Bridge Abutments

All embankment material placed within 200 feet of bridge abutments is subject to the quality controls for upper zone material.

B.7.5.3 Subgrade Cut

Subgrade material in cut areas is subject to the quality controls for upper zone material.

B.7.5.4 Subgrade Embankment in Culvert Pipe Trenches

Material placed within culvert pipe trenches is subject to the quality controls for the zone that the material is located in.

B.7.5.5 Structure and Granular Backfill at Bridge Abutments

All backfill material placed adjacent to bridge abutments is subject to the quality controls for upper zone material.

B.7.6 Control Limits

B.7.6.1 Field Density

B.7.6.1.1 General Conditions

The lower control limit for field density measurements in the upper zone is a minimum of 95.0 percent of the maximum dry density as determined by AASHTO T 99 or T 272 for the 4-point running average and a minimum of 92.0 percent of the maximum dry density for any individual test.

The lower control limit for field density measurements in the lower zone is a minimum of 93.0 percent of the maximum dry density as determined by AASHTO T 99 or T 272 for the 4-point running average and a minimum of 90.0 percent of the maximum dry density for any individual test.

B.7.6.2 Field Moisture Content

B.7.6.2.1 General Conditions

The upper control limit for the field moisture content in the upper and lower zones is 105.0 percent of the optimum moisture as determined by AASHTO T 99 or T 272 for the 4-point running average.

The lower control limit for the field moisture content in the upper and lower zones is 65.0 percent of the determined optimum moisture for the 4-point running average. There is no lower control limit for the field moisture of material having less than 5 percent passing the No. 200 sieve.

B.7.7 Corrective Action

Notify the engineer if an individual field density test falls below the individual test control limit. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer to improve the density of the subgrade material. After corrective action, perform a randomly located retest within the represented quantity to ensure that the material is acceptable.

Notify the engineer if the field density or field moisture running average point falls below the running average control limit for field density or outside the control limits for field moisture. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer to improve the quality of the material represented by the running average point. Retest each corrected area at a new random location within its represented quantity and determine a new 4-point running average. If the new running average is not acceptable, perform further corrective actions and retest at new random locations.

If the contractor's control data is proven incorrect resulting in a field density or field moisture point falling below the control limit for field density or outside the control limits for field moisture, the subgrade is unacceptable. Employ the methods described in this special provision for unacceptable material.

B.8 Department Testing

B.8.1 General

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 verification and independent assurance personnel for the project.

The department will provide field density and field moisture test results to the contractor on the day of testing. Test results from Proctor split samples will be provided to the contractor within 7 business days after the sample has been received by the department.

B.8.2 Verification Testing

The department will have an HTCP technician, or ACT under the direction of a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified for contractor testing

personnel for each test being verified. The department will notify the contractor before testing so the contractor can observe QV testing.

The department will test field density and field moisture randomly at locations independent of the contractor's QC work. The department will use split samples for verification of Proctor testing. In all cases, the department will conduct the verification tests in a separate laboratory and with separate equipment from the contractor's QC tests.

The department will perform verification testing as follows:

1. The department will conduct verification tests on Proctor split samples taken by the contractor. These samples may be from the Soil Source Study or the one-point Proctor or sample locations chosen by the engineer from anywhere in the process. The minimum verification testing frequency is one per 90,000 cubic yards, with at least one for each soil type identified in the Soil Source Study.
2. The department will test the first split sample obtained by the contractor for the one-point Proctor. The engineer may select any contractor-retained sample for verification testing.
3. The department will conduct at least one verification test for field density and field moisture per 20,000 cubic yards.

Plot verification tests on the contractor's quality control charts as specified in B.6.1. Do not include verification tests in the 4-point running average.

If verification tests are within specified control limits, no further action is required. If verification tests are not within specified control limits, the engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's sampling and testing procedures and equipment. Both parties will document all investigative work.

Correct all deficiencies. If the contractor does not respond to an engineer request to correct a deficiency or resolve a testing discrepancy, the engineer may suspend grading work until action is taken. Resolve disputes as specified in B.9.

B.8.3 Independent Assurance Testing

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

Plot the independent assurance tests on the contractor's quality control charts as specified in B.6.1. Do not include independent assurance tests in the 4-point running average.

If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or cooperate in resolving identified deficiencies, the engineer may suspend grading work until action is taken. Resolve disputes as specified in B.9.

B.9 Dispute Resolution

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.

If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming 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 tests 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.

B.10 Acceptance

The department will accept the material tested under this provision based on the contractor QC tests unless it is shown through verification testing or the dispute resolution process that the contractor's test results are in error.

C (Vacant)

D (Vacant)

E Payment

Costs for furnishing all sampling, testing, and documentation required under this special provision are incidental to the work. If the contractor does not 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.

sef-207-005 (20171004)

34. 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:
1. 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)

35. Concrete Masonry Structures.

A Description

A.1 General

Work under this item applies to cast in place concrete for structures. Conform to standard spec 501, 502, 504, 701, 710 and 715 and as modified in this special provision. Apply this special provision to all cast in place concrete placed under the following bid items:

502.0100 Concrete Masonry Bridges

A.2 Concrete Masonry Bridges

Work under the item Concrete Masonry Bridges applies to cast in place concrete for bridge substructures, which includes abutments and piers. Cast in place concrete for bridge superstructures, which includes bridge decks, raised medians, sidewalks, and parapets, is covered under the special provision item HPC Masonry Structures.

B (Vacant)

C Construction

Replace standard spec 501.3.8.2 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 taken 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 90 F, do not place concrete under the following bid items:

Concrete Masonry Bridges

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, obtain information from similar mixes placed for other nearby work.

Any additive or action taken to control the temperature of the Concrete Masonry to within the limits of this special provision, excluding the addition of ice to the concrete mix, is considered incidental to the work and will not be measured or paid for separately.

Supplement standard spec 501.3 with the following:

501.3.11 Slip Forming

Do not place concrete by the slip-form method for any item covered by this special provision.

D (Vacant)

E (Vacant)

sef-504-005 (20171004)

36. Expansion Device, B-40-107 and B-40-108.

A Description

This special provision describes furnishing and installing an expansion device in accordance to standard spec 502, as shown on the plans, and as hereinafter provided.

B Materials

The minimum thickness of the polychloroprene strip seal shall be ¼-inch for non-reinforced elastomeric glands and 1/8-inch for reinforced glands. Furnish the strip seal gland in lengths suitable for a continuous one-piece installation at each individual expansion joint location. Provide preformed polychloroprene strip seals that conform to the requirements ASTM D3542, and have the following physical properties:

Property Requirements	Value	Test Method
Tensile Strength, min.	2000 psi	ASTM D412
Elongation @ Break, min	250%	ASTM D412
Hardness, Type A, Durometer	60 ± 5 pts.	ASTM D2240
Compression Set, 70 hours @212°F, max.	35%	D395 Method B Modified
Ozone Resistance, after 70 hrs. at 100°F under 20% Strain with 100 pphm ozone	No Cracks	ASTM D1149 Method A
Mass Change in Oil 3 after 70 hr. 212°F	45%	ASTM D471
Mass Change, max.		

Install the elastomeric strip seal gland with tools recommended by the manufacturer, and with a lubricant adhesive conforming to the requirements of ASTM D4070.

The manufacturer and model number shall be one of the following approved strip seal expansion device products:

Manufacturer	Model Number Strip Seal Gland Size*		
	4-Inch	5-Inch	6-Inch
D.S. Brown	SSA2-A2R-400	SSA2-A2R-XTRA	SSA2-A2R-XTRA
R.J. Watson	RJA-RJ400	RJA-RJ500	RJA-RJ600
Watson Bowman Acme	A-SE400	A-SE500	A-SE800
Commercial Fabricators	A-AS400	-----	-----

*Expansion device strip seal gland size requirement of 4", 5", and 6" shall be as shown on the plans.

Furnish manufacturer's certification for production of polychloroprene represented showing test results for the cured material supplied, and certifying that it meets all specified requirements.

The steel extrusion or retainer shall conform to ASTM designation A 709 grade 36 steel. After fabrication, steel shall be galvanized conforming to the requirements ASTM A123.

Manufacturer's certifications for adhesive and steel shall attest that the materials meet the specification requirements.
stp-502-020 (20110615)

37. Steel Bridge Construction Plan.

A Description

This special provision describes the requirements for furnishing Steel Bridge Construction Plans, to be referred to as the Construction Plan, to be prepared and submitted for each steel bridge structure on the project. Conform to the requirements of standard spec 506 except as modified in this special provision.

B (Vacant)

C Construction Plan

Supplement standard spec 506.3.2(2) with the following:

Submit the Construction Plan, signed and sealed by a professional engineer registered in the State of Wisconsin, at least 14 days before structural steel transport, delivery, and erection or as otherwise agreed to by the engineer for the following structures:

B-40-107

B-40-108

C.1 General

The contractor's submitted construction plan provides details of fabrication, transportation and shipment, steel bridge erection, and concrete deck placement on steel bridge girders. This plan may be based on, in whole or in part, any construction plan details shown in the contract documents or may be developed entirely by the contractor. The construction plan shall demonstrate the stability of the structure and individual components during each stage of construction, including while supported on temporary jacks or stands. Construction plan details shown in the contract documents shall not be taken as supplanting or implying any supplantation of the contractor's responsibility for the fabrication, transportation, erection, or construction of any part of the bridge.

Provide details of the following:

- Demonstration of the structure and individual components' stability during each stage of construction.
- Fabrication procedures.
- Camber values.
 - Method of cambering and curving horizontally curved girders.
 - May be included and shown on the submitted fabrication shop drawings. If included in the submitted fabrication shop drawings, this should be noted in the submitted construction plan.
- A transportation plan.
- An erection plan.
- Deck placement details.

C.2 Transportation Plan

Provide a transportation plan as part of the submitted construction plan. Include shipping weights, lengths, widths, and heights of fabricated components and subassemblies; means of shipping; and shipping route.

Show the type, size, and locations of girder supports required and the types, size, and locations of tie-downs. Specify a sufficient number of tie-downs to provide adequate redundancy.

Girder stresses due to self-weight while being shipped shall be computed with a dynamic load allowance of 100 percent. Compute girder stresses according to Article 6.10.3.2 or 6.11.3.2 of the AASHTO LRFD Bridge Design Specifications, as applicable. Include these computations in the transportation plan.

Ensure that fatigue stresses do not exceed the constant-amplitude fatigue threshold for the appropriate categories in table 6.6.1.2.5-3 of the AASHTO LRFD Bridge Design Specifications.

Submit design computations detailing the determination of the required vertical and lateral support loads during steel girder erection. Ship girders in the same orientation as in the completed structure. Support girders so their cross-section shape is maintained and through-thickness stresses are minimized.

Provide supports as required during transportation to ensure that dynamic lateral bending stresses are minimized.

Specify and detail all stiffening trusses or beams, including temporary, to meet the requirements of the transportation plan.

C.3 Erection Plan

C.3.1 General

Include an Erection Plan as part of the Construction Plan. Include details of storage and handling at the site. Submit drawings, complete in detail for all anticipated phases and conditions during erection, and fully illustrating the proposed method of erection. Ensure the drawings show details of all falsework bents, bracing, guys, dead-men, lifting devices, and attachments to the bridge members; sequence of erection, location of cranes, crane capacities, elevations, location of lifting points on the bridge members, and weights of the members. Provide calculations to demonstrate that factored resistances are not exceeded and that member capacities and final geometry will be correct. Include the design and construction details of any temporary falsework supports.

Ensure the girders' stability and the cross-section shape of box girders are maintained throughout the construction process, including durations when temporarily using supports or jacks. Consider the stage of completeness of bolted connections when evaluating the strength and stability of the steel during erection.

The erection procedure shall conform to the submitted erection plan. Modifications to or deviations from the submitted plan require revised drawings and verification of stresses and geometry.

C.3.2 Camber Diagram

Include camber diagrams in the Erection Plan or submitted fabrication shop drawings showing the camber at location of field splices and fractions of span length (quarter points minimum).

Cambers shown in the contract drawings are based on the assumption that the deck concrete is placed uniformly and simultaneously on the whole bridge or unit, unless otherwise noted on the plans. Investigate the geometric response of the bridge based on the proposed deck placement sequence. In calculating and evaluating cambers, consider vertical, lateral, and twist deflections due to dead load. Carefully consider the sequence of load application and incremental curing of the deck concrete during staged placement of the deck on continuous span bridges. Address time dependent effects, including creep, shrinkage, and load shedding effects where appropriate. If the contractor deems these effects to be insignificant, include a statement to this effect in the construction plan.

Adhere to cambers provided on the contract documents unless the steel erection or deck placement is to be performed in a manner that will lead to deflections different from those used to determine the camber specified. If the contractor or the contractor's fabricator /

detailer or erector intends other procedures or outcomes, the approach shall be confirmed with the engineer, before beginning fabrication.

C.3.3 Erection Falsework

Design falsework according to Section 3, "Temporary Works," of the AASHTO LRFD Bridge Construction Specifications to carry the vertical and lateral loads specified in the submitted Erection Plan. Set the elevation of falsework as necessary to support the girders at the cambered no-load elevation. If used in conjunction with the falsework, use jacks that have a stroke adequate to permit full unloading. Unload all temporary supports at each cross-section uniformly.

Submit design computations detailing the determination of the required vertical and lateral support loads during steel girder erection and construction details of all required falsework, including falsework foundation support. Ensure that falsework calculations and construction detail drawings are signed and sealed by a professional engineer registered in the State of Wisconsin.

C.3.4 Handling and Storing Materials

Indicate means and methods of structural steel material handling and storage on site in the submitted erection plan. Place materials to be stored at the project on skids above the ground. Keep the storage area clean and properly drained. Place girders and beams in upright positions held in place with adequate shoring and bracing. Support long members on skids placed near enough together to prevent damage and deformation from deflection.

C.3.5 Erection Stresses

Factored stresses due to self weight of the steel and wind at each stage of erection shall not exceed those computed according to the provisions of the AASHTO LRFD Bridge Design Specifications and as hereinafter specified. Provide computations which show that the factored construction stresses satisfy the requirements of the Articles 6.10.3 and 6.11.3 "Constructability," of the AASHTO LRFD Bridge Design Specifications, as applicable.

Account for any erection stresses induced in the structure as a result of using a method differing from the assumptions given in the contract documents. Submit design calculations for changed methods to the engineer. Also, calculate and submit any change in stresses or change in behavior for the temporary and final structures.

Provide temporary bracing or stiffening devices to accommodate handling stresses in individual members or segments of the structure during erection.

C.3.6 Maintaining Alignment and Camber

During erection, support segments of the structure in a manner that will produce the proper alignment and camber in the completed structure. Install cross frames and diagonal bracing as necessary during the erection process to provide stability and ensure correct geometry. If necessary, provide temporary bracing at any stage of erection.

C.4 Concrete Deck Placement Plan

C.4.1 General

Submit a Concrete Deck Placement Plan indicating the sequence and methods of deck placement on the erected structural steel. Place concrete in the sequence specified in the Construction Plan. The plan shall show that concrete placements are timed such that the prior placement has reached the age or strength specified. Identify any admixture agents to be used in the deck concrete mix. Specify the planned duration of each placement.

C.4.2 Concrete Deck Formwork

Include design and construction details of cast-in-place deck formwork including overhang brackets and forms. Attach overhang brackets to the top flange. If noted on the plans, overhang brackets must bear near the bottom flange within the limits noted. If the overhang brackets bear against the web, ensure that precautions have been taken to prevent the permanent deformation of the web and excessive deflection of the wet slab and forms. Investigate the lateral force on the top flange due to overhang brackets to ensure that the flange is adequate as specified in Article 6.10.3.4 "Deck Placement" of the AASHTO LRFD Bridge Design Specifications.

Consider loads applied on the overhang brackets in determining lateral flange bending stresses cross-frame forces, and associated web and top flange deformations. If the loads or their application are to be different than those provided in the contract documents, make an additional analysis and submit supporting calculations as part of the Construction Plan.

C.5 Plan Conformance

Perform all steel bridge fabrication, transportation, erection and concrete deck placement according to the Construction Plan. Submit a revised Construction Plan, including revised drawings and re-verification of stresses and geometry, before implementing any modifications to, or deviations from, the submitted Construction Plan.

D (Vacant)

E Payment

The department will not pay for steel bridge construction plans under a separate bid item. Include the cost of preparing and submitting the construction plan which includes additional requirements for steel fabrication shop drawings, a transportation plan, an erection plan, and a concrete deck placement plan, all supporting drawings, temporary bracing, design calculations and other specified documentation and conformance with the submitted plans in the bid item Structural Steel HS.

Provide additional material required to keep both the temporary and final erection stresses within the allowable limits used in design at no additional cost to the department. Provide additional documentation or submissions the engineer requires at no additional cost to the department. The department will not pay for additional calculations or submissions made due to changed methods.

sef-506-005 (20171004)

38. Removing Bearings B-40-107, Item 506.7050.S.4007; Removing Bearings B-40-108, Item 506.7050.S.4108.

A Description

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

B (Vacant)

C Construction

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

Obtain prior approval from the engineer for the method of jacking the girders and of supporting them as required.

D Measurement

The department will measure Removing Bearings (structure) by the unit for each bearing removed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
506.7050.S.4007	Removing Bearings B-40-107	EACH
506.7050.S.4108	Removing Bearings B-40-108	EACH

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

Cost of furnishing and installing the bearings will be paid for under separate bid items.
stp-506-035 (20130615)

39. Structure Repainting General.

A General

A.1 Inspection

On all structures in this contract, notify the engineer of any missing or broken bolts or nuts, any missing or broken rivets, or of any cracks or flaws in the steel members while cleaning or painting.

A.2 Date Painted

At the completion of all painting work, stencil in black paint or contrasting color paint the date of painting the bridge. The numbers shall be three inches (75 mm) in height and shall show the month and year in which the painting was completed: e.g., 11-95 (November 1995). On each bridge painted, stencil the date at two locations. On truss bridges, stencil the date on the cover plates of end posts near and above the top of the railings at the oncoming

traffic end. On steel girder bridges, stencil the date on the **inside** of the outside stringers at the abutments. The date on grade separation bridges shall be readable when going under the structure or at some equally visible surface near the ends of the bridge, as designated by the engineer.

A.3 Graffiti Removal

Remove any graffiti on concrete abutments, piers, pier caps, parapet railings, slope paving or any other location at the direction of the engineer. Use a brush sandblast to remove graffiti.

The above work will not be measured and paid for separately, but will be considered incidental to other items in the contract.

B (Vacant)

C Construction

C.1 Repainting Methods

Do not perform blasting, cleaning and painting on days of high winds. Prevailing winds in excess of 15 mph (25 km/hr) shall be considered high winds.

Place the final field coat of paint on the exterior of the exterior beams as a continuous painting operation. Stop at splices, vertical stiffeners or other appropriate locations so that lap marks are not evident or noticeable.

Completely clean and remove spent abrasive and other waste materials resulting from the contractor's operation from bridge deck surfaces, gutter lines, drains, curbs, bridge seats, pier caps, slope paving, roadway below, and all structural members and assemblies.

C.2 Inspection

Add the following to standard spec 105.9:

Furnish, erect and move scaffolding and other appropriate equipment to permit the inspector the opportunity to closely observe all affected surfaces. The scaffolding, with appropriate safety devices, shall meet the approval of the engineer.

stp-517-005 (20150630)

40. Preparation and Coating of Top Flanges B-40-107, Item 517.0900.S.4010; Preparation and Coating of Top Flanges B-40-108, Item 517.0900.S.4111.

A Description

This special provision describes thoroughly cleaning and coating the top surface and edges of the top flanges, removing loose paint, rust, mill scale, dirt, oil, grease, or other foreign substances until the specified finish is obtained.

B (Vacant)

C Construction

For top flanges and edges that have no paint on them and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, clean the top surface and edges of the top flanges and paint them with one coat of an approved zinc rich primer. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

For top flanges and edges that have paint on them and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, clean all areas of rust and loose paint on the top surface and edges of the top flanges. Wash the top surface and edges of the top flanges and paint them with one coat of an approved zinc-rich primer according to paint manufacture's recommendations. If flash rusting occurs prior to the application of the primer, stop painting application, remove the flash rusting and paint cleaned surface. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

Where plans call for the cleaning of other painted structural steel including hanger assemblies, bearings, field splices, and connections, clean areas of loose paint and rust according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, or and according to paint manufacture's cleaning recommendations. Sound paint need not be removed with the exception of an area 12-inch on either side of hanger assembly centerlines. Clean this area to base metal according to the paint manufacture's cleaning recommendations and paint them one coat of an approved zinc-rich primer according to paint manufacture's recommendations. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

For areas of exposed steel members that are to be imbedded in new concrete and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, thoroughly clean the surface area of exposed steel members that are to be imbedded in the new concrete and solvent wash and paint one coat of an approved zinc rich primer according to paint manufacture's recommendations to these areas. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

According to the approved project specific hazardous material containment plan, furnish and erect tarpaulins or other materials to collect all of the spent paint containing material resulting from blasting or hand and power tool cleaning and coating. Minimize dust during all clean-up activities. Collect and store waste material at the end of each work day or more often if needed. Store waste materials in the hazardous waste containers provided. Lock and secure all waste containers at the end of each work day. Cover the container(s) at all times except when adding or removing waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water. Transportation and disposal of such waste material will be the responsibility of the department.

Damage to existing painted surfaces as a result of construction operations, shall be restored to the approval of the engineer at the contractor's expense.

D Measurement

The department will measure Preparation and Coating of Top Flanges (Structure) as a single complete lump sum unit of work for the structure, 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
517.0900.S.4010	Preparation and Coating of Top Flanges B-40-107	LS
517.0900.S.4111	Preparation and Coating of Top Flanges B-40-108	LS

Payment is full compensation for preparing and cleaning the designated surfaces; and for furnishing and applying the coating.

stp-517-010 (20140630)

41. Structure Repainting Recycled Abrasive B-40-107, Item 517.1800.S.4011; Structure Repainting Recycled Abrasive B-40-108, Item 517.1800.S.4112.

A Description

This special provision describes surface preparation and painting of the metal surfaces according to the manufacturer's recommendations and as hereinafter provided.

A.1 Areas to be Cleaned and Painted

All structural metal surfaces of:

1. Structure B-40-107 8,150 SF.
2. Structure B-40-108 8,150 SF.

Areas are approximate and given for informational purposes only.

B Materials

B.1 Coating System

Furnish a complete coating system from the department's approved list for "Structure Repainting Recycle Abrasive Structure". The color for the finish coating material shall match the color number shown on the plans according to Federal Standard Number 595B, as printed in 1989. Supply the engineer with the product data sheets for approval before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the recommended spray nozzles and pressures, and the minimum drying time between coats.

The color of the primer must be such that a definite contrast between it and the color of the blasted steel is readily apparent. There shall be a color contrast between all subsequent coats for the paint system selected. Submit color samples of the primer and all coats to the engineer for approval prior to any application of paint.

C Construction

C.1 Surface Preparation

Prior to blast cleaning, solvent clean all surfaces to be coated according to SSPC-SP1.

All metal surfaces must be blast cleaned according to SSPC-SP10 and verified prior to painting.

Upon completion of surface preparation, test representative surfaces, which were previously rusted (i.e. pitted steel) for the presence of residual chloride. Perform Surface Contamination Tests (SCAT) according to the manufacturer's recommendations. The tests must be witnessed by the engineer. If chlorides are detected at levels greater than $7\mu\text{g}/\text{cm}^2$, continue to clean the affected areas until results are below the specified limit. Submit anticipated testing frequencies and chloride remediation methods to the engineer for review and approval.

Apply the prime coat the same day that the metal surfaces receive the No. 10 blast or re-blast before application. Cleaned surfaces shall be of the specified condition immediately prior to paint application. If rust bloom occurs prior to applying the primer, stop the painting operation in the area of the rust bloom and re-blast and clean the area to SSPC SP-10 prior to applying the primer.

The steel grit and any associated equipment brought to the site and used for blast cleaning shall be clean. Remove immediately dirty grit or equipment brought to the site at no expense to the department. Furnish an abrasive that has a gradation such that it will produce a uniform surface profile between 1 to 3 mils on the steel surface, as measured according to ISO 8503-5.

The abrasive blasting and recovery system shall be a completely integrated self-contained system for abrasive blasting and recovery. It shall be an open blast and recovery system that will allow no emissions from the recovery operation. The recovery equipment shall be such that the amount of contaminants in the clean recycled steel grit shall be less than 1 percent by weight as per SSPC AB-2.

Remove by grinding all fins, tears, slivers, and burred or sharp edges that are present on any steel member, or that appear during the blasting operation, and re-blast the area to give a 1 to 3 mils surface profile.

Remove all spent material and paint residue from steel surfaces with a good commercial grade vacuum cleaner equipped with a brush-type cleaning tool, and test cleanliness according to ASTM D4285. The airline used for surface preparation shall have an in-line water trap and the air shall be free of oil and water as it leaves the airline.

Take care to protect freshly coated surfaces from subsequent blast cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool, or if visible rust occurs, re-blast to a near white condition. Clean and re-prime the brushed or blast cleaned surfaces according to this specification.

C.2 Coating Application

Apply paint according to the manufacturer's recommendations in a neat workmanlike manner. Paint application shall normally be by airless spray or inaccessible areas by brush, roller or other methods approved by the engineer.

The engineer may allow the use of conventional spray equipment after satisfactory demonstration by the contractor of the proper application technique and handling of that equipment.

Mix the paint or coatings according to the manufacturer's directions to a smooth lump-free consistency. Keep paint thoroughly mixed during the painting application.

After the inspector approves the entire cleaned surface to be coated, apply a prime coat uniformly to the entire surface. Either before or after applying the prime coat, brush or spray a stripe coat of primer on all plate edges, bolt heads, nuts, and washers. Apply succeeding coats as the product data sheet shows.

Remove all dry spray by vacuuming, wiping, or sanding if necessary.

If the application of the coating at the required thickness in one coat produces runs, bubbles, or sags; apply a "mist-coating" in multiple passes of the spray gun; separate the passes by several minutes. Where excessive coating thickness produces "mud-cracking", remove such coating back to soundly bonded coating and re-coat the area to the required thickness.

The resultant paint film shall be smooth and uniform, without skips or areas of excessive paint according to SSPC PA1.

The coating is supplied for normal use without thinning. If in cool weather it is necessary to thin the coating for proper application, thin according to the manufacturer's recommendations.

During surface preparation and coating application the ambient and steel temperature shall be between 39 degrees F and 100 degrees F. The steel temperature shall be at least 5 degrees F above the dew point temperature. (This requires the steel to be dry and free of any condensation or ice regardless of the actual temperature of the steel.) The relative humidity shall not exceed 85%. The manufacturer's ambient condition requirements must be followed if they are more stringent.

Paint thickness shall be within the requirements for a three coat paint system listed in the department's approved list for Structure Repainting Recycle Abrasive Structure and the paint system being used.

Time to recoat shall be according to the manufacturer's recommendations.

The dry film thickness will be determined by use of a magnetic film thickness gage. The gage shall be calibrated for dry film thickness measurement according to SSPC-PA 2. Dry film thickness in each area measured will be based on an average of three gage readings, after calibration of the gage to account for surface profile of the bare steel as a result of surface preparation.

D Measurement

The department will measure Structure Repainting Recycled Abrasive (Structure) as a single complete lump sum unit of work, completed according to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1800.S.4011	Structure Repainting Recycled Abrasive B-40-107	LS
517.1800.S.4112	Structure Repainting Recycled Abrasive B-40-108	LS

Payment is full compensation for preparing and cleaning the designated surfaces; furnishing and applying the paint; and for providing the listed equipment.
stp-517-050 (20150630)

42. Negative Pressure Containment and Collection of Waste Materials, B-40-107, Item 517.4500.S.4012; Negative Pressure Containment and Collection of Waste Materials, B-40-108, Item 517.4500.S.4113.

A Description

This special provision describes providing a dust collector to maintain a negative air pressure in the enclosure; furnishing and erecting enclosures as required to contain, collect and store waste material resulting from the preparation of steel surfaces for painting, and repainting, including collection of such waste material, and the labeling and storage of waste material in approved hazardous waste containers, all as hereinafter provided.

B (Vacant)

C Construction

Erect an enclosure to completely enclose (surround) the blasting operations. The ground, slope paving, or roadway cannot be used as the bottom of the enclosure unless covered by approved containment materials. So that there are no visible emissions to the air or ground or water, design, erect, operate, maintain and disassemble the enclosures in such a manner to effectively contain and collect dust and waste materials resulting from surface preparation and paint over spray. Suspend all enclosures over water from the structure or as approved by the engineer.

Construct the enclosure of flexible materials such as tarpaulins or of rigid materials such as plywood, or of a combination of flexible and rigid materials and meet SSPC Guide 6 requirements with Level 1 emissions. Systems manufactured and provided by Eagle

Industries, Detroit Tarps, or equal, are preferred. The tarpaulins shall be a non-permeable material, either as part of the tarp system or have a separate non-permeable lining. Maintain all materials free of tears, cuts or holes. The vertical sides of the enclosure shall extend from the bottom of the deck down to the level of the covered work platform or covered barge where used for structures over water, and shall be fastened securely to those levels to prevent the wind from lifting them. Bulkheads are required between beams to enclose the blasting area as approved by the engineer. Where bulkheads are required, construct them of plywood and properly seal them. To prevent spent materials and paint over spray from escaping the enclosed area, overlap and fasten together all seams. Place groundcovers under all equipment prior to operations or as approved by the engineer.

To allow proper cleaning, inspection of structures or equipment, and painting, provide safe adequate artificial lighting in areas where natural light is inadequate.

Provide a dust collector so that there are no visible emissions outside of the enclosure and so that a negative air pressure inside the enclosure is maintained. The dust collector shall be sized to maintain the minimum air flow based on the cross-sectional area of the enclosure.

A combination of positive air input and negative air pressure may be needed to maintain the minimum airflow within the enclosure.

Filter all air exhausted from the enclosure to create a negative pressure within the enclosure so as to remove all hazardous and other particulate matter.

After all debris has been removed and all painting has been approved in the containment area is complete, remove containment according to SSPC Guide 6.

As a safety factor for structures over water, provide for scum control. Provide a plan for corrective measures to mitigate scum forming and list the procedures, labor and equipment needed to assure compliance. Effectively contain the scum that forms on the water and does not sink in place from moving upstream or downstream by the use of floating boom devices.

If in the use of floating boom devices the scum tends to collect at the devices, contain, collect, store the scum, and do not allow it to travel upstream or downstream beyond the devices. Remove the scum at least once a day or more often if needed.

Collect and store at the bridge site for disposal all waste material or scum collected by this operation, or any that may have fallen onto the ground tarps. Collect and store all waste material and scum at the end of each workday or more often if needed. Storage shall be in provided hazardous waste containers. Label each container as it is filled, using the labels provided by the Hazardous Waste Disposal contractor. Check the label and ensure that the project ID, bridge number and EPA ID match the structure. Fill in the generation date when the first material is placed in the container. Secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain, or exposed to standing water.

In a separate operation, recover the recyclable abrasive for future application, and collect the paint and/or corrosion particles for disposal.

D Measurement

The department will measure Negative Pressure Containment and Collection of Waste Materials (Structure) as a single complete lump sum unit of work for each structure designated in the contract, 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
517.4500.S.4012	Negative Pressure Containment and Collection of Waste Materials B-40-107	LS
517.4500.S.4113	Negative Pressure Containment and Collection of Waste Materials B-40-108	LS

Payment is full compensation for designing, erecting, operating, maintaining, and disassembling the containment devices; providing negative pressure exhaust ventilation; collecting, labeling, and for storing spent materials in provided hazardous waste containers. stp-517-065 (20140630)

43. Portable Decontamination Facility, Item 517.6001.S.

A Description

This special provision describes furnishing and maintaining weekly, or more often if needed, a single unit portable decontamination facility as hereinafter provided.

B Materials

Supply and operate all equipment according to OSHA.

Supply adequate heating equipment with the necessary fuel to maintain a minimum temperature of 68° F in the facility.

The portable decontamination facility shall consist of a separate "Dirty Room", "Shower Room" and "Clean Room". The facility shall be constructed so as to permit use by either sex. The facility shall have adequate ventilation.

The "Dirty Room" shall have appropriately marked containers for disposable garments, clothing that requires laundering, worker shoes, and any other related equipment. Each container shall be lined with poly bags for transporting clothing, or for disposal. Benches shall be provided for personnel.

The "Shower Room" shall include self-contained individual showering stalls that are stable and well secured to the facility. Provide showers with a continuous supply of potable hot and cold water. The wastewater must be retained for filtration, treatment, and/or for proper disposal.

The "Clean Room" shall be equipped with secure storage facilities for street clothes and separate storage facilities for protective clothing. The lockers shall be sized to store clothing, valuables and other personal belongings for each worker. Benches shall be provided for personnel.

Supply a separate hand wash facility, either attached to the decontamination facility or outside the containment.

C Construction

Properly contain, store, and dispose of the wastewater.

D Measurement

The department will measure Portable Decontamination Facility by 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
517.6001.S	Portable Decontamination Facility	EACH

Payment is full compensation for furnishing and maintaining a portable decontamination facility.

stp-517-060 (20140630)

44. Cover Plates Temporary, Item 611.8120.S.

A Description

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

B Materials

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

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH

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

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

stp-611-006 (20151210)

45. 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 foot width (ASTM D638)
Ultimate Tensile Strength:	Avg. 3000 lb per 4 foot 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)

46. Field Facilities.

Replace standard spec 642 with the following:

The department has procured its own Field Facilities located at 2424 S. 102nd Street; West Allis, WI 53227.

SEF-ZOO IC 14_1212

47. Covering Signs.

Replace standard spec 643.2.3.3(2) with the following:

(2) Ensure that covers are flat black, blank, and opaque.

Supplement standard spec 643.3.4.1 with the following:

(4) If multiple messages on a single sign are required to be covered, minimize the number of holes created by covering the sign with a single rectangular shaped covering. Multiple coverings on a single sign is only permissible where necessary to avoid covering necessary content or as directed by the engineer. Submit sign covering plans to the engineer for single signs requiring multiple coverings 3 days before performing work. Obtain engineer approval before covering signs. Remove sign coverings before placing fixed messages signs unless directed by the engineer.
sef-643-005 (20171004)

48. Traffic Control.

Supplement standard spec 643.3.1 with the following:

Provide the Milwaukee County Sheriff's Department, the Wisconsin State Patrol, West Allis City Police Department and the engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

Do not park or store equipment, contractor's and personal vehicles or construction materials within the clear zone or on any roadway carrying traffic during working and non-working hours except at locations and periods of time approved by the engineer.

Do not permit construction or personnel equipment or vehicles to directly cross the live traffic lanes of the freeway. Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders, except when parked behind barrier wall. Do not park personal vehicles within the access control limits of the freeway. Do not cross live freeway traffic lanes of with equipment or vehicles.

Obtain prior approval from the engineer for the locations of egress or ingress for construction vehicles to prosecute the work.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, sand barrel array, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer.

Flagging operations shall follow standard spec 104.6.1.(4) of the standard specs and chapter 6E of the WMUTCD.

Replace standard spec 643.3.1 (7) with the following:

Provide equipment, forces, and materials to promptly restore any traffic control devices or pavement markings damaged or disturbed within 2 hours of being contacted.
SER-643.1 (20170808)

49. General Requirements for Electrical Work.

Replace standard spec 651.3.3 (3) with the following:

(3) Request a signal inspection of the completed signal installation to the engineer at least five working days prior to the time of the requested inspection. Notify the department's Electrical Field Unit at (414) 266-1170 to coordinate the inspection. The department's Region Electrical personnel will perform the inspection. In the event of deficiencies, request a re-inspection when the work is corrected. The engineer will not authorize continuation to aboveground work or turn-on until the contractor corrects all deficiencies.

50. Traffic Signals, General.

State Owned Traffic Signals

Work under this item shall consist of furnishing and installing some materials; salvaging and installing other materials; and installing department provided materials for the department owned traffic signal at IH 94 eastbound Off Ramp & STH 100.

51. Electrical Conduit.

Replace standard spec 652. 5 (2) with the following:

(2) Payment for Conduit Rigid Metallic, Conduit Rigid Nonmetallic, Conduit Reinforced Thermosetting Resin, and Conduit Special bid items is full compensation for providing the conduit, conduit bodies, and fittings; for providing all conduit hangers, clips, attachments, and fittings used to support conduit on structures; for pull wires or ropes; for expansion fittings and caps; for making necessary connections into existing pull box, manhole, junction box or communication vault; for excavating, bedding, and backfilling, including any sand, concrete, or other required materials; for disposing of surplus materials; and for making inspections.

Replace standard spec 652.5 (5) with the following:

(5) Payment for Conduit Loop Detector is full compensation for providing all materials, including conduit, compacted backfill, surface sealer if required, pull wire if required, condulets, conduit fittings, and for making necessary connections into existing pull box, manhole, junction box or communication vault.

52. Bases.

Replace standard spec 654.5 (2) with the following:

(2) Payment for the Bases bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor rods, nuts, and washers; for bar steel reinforcement; and for excavating, backfilling and disposing of surplus materials.

53. Traffic Signal Faces.

Append standard spec 658.3(5) with the following:

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

54. Pedestrian Push Buttons.

Replace standard spec 658.2(5) with the following:

(5) Furnish freeze-proof ADA compliant pedestrian push buttons made by a department-approved manufacturer. Place a Size 1, Type H reflective (R10-3EL, R, D) sign sticker (per state sign plate), message series – B directly above each push button. Include a directional arrow or arrows on the sign as the plans show.

55. Temporary Traffic Signals for Intersections IH 94 EB Off Ramp & STH 100, Item 661.0200.3001.

Replace standard spec 661.2.1 paragraph (3) with the following:

(3) Use the existing underground electric service and/or meter breaker pedestal for the operation of the Temporary Traffic Signal at IH 94 EB Off Ramp & STH. The department will pay for all energy costs for the operation of the Temporary Traffic Signal.

Coordinate with the Traffic Control contractor for the installation of temporary stop signs during switch over of the signal service whenever a generator is used. Placement of signs shall be according to the MUTCD, Signing Guidelines Manual and Work Zone Safety Guide.

Replace standard spec 661.3.1.1(2) with the following:

(2) Place the pole in the ground to no less than 1/5 of the pole's length as the plans show. Sawcut existing pavement and concrete curb and gutter as needed to install the wood poles and guy wire anchors. Sawcut existing pavement according to the pertinent provisions in standard spec 690.3, Construction. Remove pavement and concrete curb and gutter as shown on the plans and if needed to install the wood poles and guy wire anchors. Remove only as much pavement as needed to install the wood poles. Remove pavement and curb and gutter according to the pertinent provisions in standard spec 204.3, Construction. Hold any wood poles in place and/or move wood poles during construction due to conflicts with proposed work.

Replace standard spec 661.5(2) with the following:

(2) Payment for the Temporary Traffic Signals for Intersections bid item is full compensation for providing, operating, maintaining, and repairing the complete temporary installation; and for removal. Payment also includes the following:

1. Providing replacement equipment.
2. The cost of delivery and pick-up of the cabinet assemblies for department testing.
3. Removal of service and site restoration.
4. Traffic signal controller programming and timings (including timing changes).

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; for making inspections; for performing any and all maintenance related to the temporary traffic signal installation; and for cleaning up and properly disposing of waste.

56. HPC Masonry Structures, Item SPV.0035.4000.

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. This special provision also describes QMP concrete pavement and structures. Conform to standard spec 715 as modified in this special provision.

Modify the standard spec as follows:

501.2.5.4.1 General

Replace the entire text with the following:

- (1) Use clean, hard, durable crushed limestone with 100percent fractured surfaces and free of an excess of thin or elongated pieces, frozen lumps, vegetation, deleterious substances or adherent coatings considered injurious.
- (2) Use virgin aggregates only.

501.2.5.4.2 Deleterious Substances

Replace paragraph one with the following:

- (1) The quantity 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
Chert ^[1]	1.0

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

501.2.5.4.3 Physical Properties

Replace paragraph one with the following:

- (1) The department will ensure that Los Angeles wear testing conforms to AASHTO T 96, soundness testing conforms to AASHTO T 104 using 5 cycles in sodium sulfate solution on aggregate retained on the No. 4 sieve, and freeze-thaw soundness testing

conforms to AASHTO T 103. The percent wear must not exceed 30, the weighted soundness loss must not exceed 6 percent, and the weighted freeze-thaw average loss must not exceed 15 percent.

501.2.9 Concrete Curing Materials

Replace the entire text with the following:

- (1) Furnish burlap conforming to AASHTO M 182, class 1, 2, 3 or 4.

501.3.2.4.3.3 Extended Delivery Time

Delete paragraph one.

501.3.5.1 General

Replace paragraph one with the following:

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

501.3.5.2 Delivery

Replace paragraph three with the following:

- (3) Deliver and discharge all 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:

- (1) Use a 2-inch to 4-inch slump
- (2) Perform the slump tests for concrete according to AASHTO T 119.

501.3.8.2.1 General

Replace paragraphs one and two with the following:

- (1) Take the following steps to ensure the quality of the concrete placed. Submit a written temperature control plan at or before the pre-pour meeting. In that plan, outline the actions 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.
- (2) If the concrete temperature at the point of placement exceeds 80 F, do not place concrete for items covered in this special provision.

501.3.8.2.2 Bridge Decks

Replace the entire text with the following:

- (1) Do not place concrete for bridge decks when the air temperature is above 80 F.
- (2) For concrete placed in bridge decks, submit a written evaporation control plan at each pre-pour meeting. In that plan, outline the actions 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. If the engineer accepts an evaporation control plan calling for ice, the department will pay \$0.75 per pound for that ice. Perform the work as outlined in the evaporation control plan.
- (3) If predicting a concrete surface moisture evaporation rate exceeding 0.15 pounds per square foot per hour, do not place concrete for bridge decks.
- (4) Provide evaporation rate predictions to the engineer 24 hours before each bridge deck pour.
- (5) Compute the evaporation rate from the predicted air 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.
- (6) 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 engineer's discretion, the contractor may be allowed to implement immediate corrective action and complete the pour. If the engineer allows the placement to continue, the department will pay \$0.75 per pound for the quantity of ice required to maintain the concrete surface evaporation at or below 0.15 pounds per square foot per hour.

502.3.2.1 Detailed Plans

Replace the entire text with the following:

- (1) As specified in standard spec 105.2, submit four copies of detailed plans and computations for falsework, signed and sealed by a professional engineer registered in the State of Wisconsin, three weeks before erection of falsework for review and acceptance. Acceptance of the detailed plans and computations will in no way relieve the contractor of the responsibility of providing a safe and stable structure, and obtaining satisfactory results.

502.3.5.4 Superstructures

Delete paragraph six.

502.3.7.8 Floors

Replace paragraph five with the following:

(5) Set the rails or tracks that the finish machine rides on, to the required elevation; and ensure they adjust to allow for settlement under load. Support the rails or tracks outside the limits of the finished riding surface. Do not support rails or tracks on the tops of girders, or within the finished riding surface, without the engineer's written permission.

Delete paragraph thirteen, fourteen, and fifteen.

Add the following to the end as paragraphs nineteen, twenty, twenty-one, twenty-two, and twenty three.

(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) Keep hand finishing, except for the edge of deck, to a minimum. Equip the finishing machine 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 within a timeframe acceptable to the engineer 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.

(22) Place HPC Masonry Structures for bridge decks during nighttime hours. Begin work no earlier than two hours before sunset and end no later than 2 hours after sunrise; unless alternate begin and end times are approved before the concrete placement by the engineer. To determine acceptable hours, use the sunset and sunrise times published by the National Weather Service for the proposed date of the concrete placement or as mutually agreed to by the contractor and the engineer.

(23) Provide lighting as necessary to safely perform the required work and facilitate inspection during nighttime hours. Ensure that lighting does not interfere with or impede traffic on open roadways and does not cause glare, shine or directly face the eyes of oncoming drivers. After initial setup, drive through and observe the lighted work area from each direction on the main roadway. Adjust lighting alignment if lighting causes glare, shine or directly faces the eyes of oncoming drivers

502.3.8.1 General

Replace paragraph one with the following:

(1) 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:

(1) Wet-cure the concrete for bridge decks, structural approach slabs, sidewalks on bridges and raised medians on bridges 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 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 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.

(2) Do not uncover any portion of the deck during the first 7 days of the curing period except as allowed by the engineer.

(3) Set up and test the fogging system before each bridge deck, structural approach slab, bridge mounted sidewalk or bridge mounted raised median pour. Keep the fogging system set up and operational during 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:

(1) Cure the inside and outside concrete faces and tops of railings or parapets by covering with wetted burlap within a timeframe acceptable to the engineer after form removal and surface finish application. Keep the burlap thoroughly wet for at least 7 days; or by covering for the same period with thoroughly wet polyethylene-coated burlap conforming to standard spec 502.2.6.4

(2) Secure coverings along all edges to prevent moisture loss.

502.3.9.6 Bridge Decks

Replace paragraph two with the following:

(2) 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:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.4000	HPC Masonry Structures	CY

Lighting for nighttime bridge deck placement is included.

710.5 Sampling and Testing

Add the following subsection:

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) Strip permeability samples for AASHTO T 277 testing of their molds and wet cure 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 710.5.7 (2) in this special provision.
6. AASHTO T 309 Temperature.
7. Water Cement Ratio.

(1C) The 28-day compressive strength must be at least 4000 psi. The 28-day results of the permeability test must be at most 1500 coulombs.

Replace paragraph two with the following:

(2) Provide a cementitious content within a range of 470 to 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, class F fly ash, or grade 100 or 120 slag as a partial replacement for portland cement. For binary mixes use fly ash within a range of 15 to 30 percent or slag within a range of 20 to 30 percent. For ternary mixes use fly ash plus slag in combination within a range of 15 to 30 percent. Percentages are stated as percent by weight of the total cementitious material in the mix.
2. Use a type IP, IS, or IT blended cement.

sef-715-005 (20171004)

57. Backfill Slurry, Item SPV.0035.8001.

A Description

This special provision describes furnishing and placing Backfill Slurry. Conform to standard spec 209 except as hereinafter modified.

B Materials

Replace standard spec 209.2.2 with the following:

- (1) Use aggregates that conform to the gradation conforming to standard spec 501.2.5.3 for fine aggregate and for Size No. 1 in standard spec 501.2.5.4. Provide aggregates in the same proportion by weight as for Grade A concrete as in standard spec 501.3.2.2.

Weigh aggregates at a batch plant suitable for batching concrete masonry. Mix and deliver to the project site using a truck mixer. Add enough water meeting the requirements of standard spec 501.2.4 to enable the mixture to flow readily.

C Construction

Replace standard spec 209.3 with the following:

Discharge from the truck in a manner to prevent segregation. Completely fill excavation in a single operation. Consolidation or compaction effort will not be required. Twelve hours shall elapse before paving over the backfill.

D Measurement

Replace standard spec 209.4 with the following:

The department will measure Backfill Slurry in volume by the cubic yard of material placed and accepted. Such volume shall be computed from actual measurements of the dimensions of the area to be backfilled. In irregular or inaccessible areas, the engineer may allow volume to be determined by other appropriate 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.0035.8001	Backfill Slurry	CY

Payment is full compensation conforming to standard spec 209.5 (2) and 209.5 (5).
SER-209.1 (20161208)

58. Concrete Barrier Type S42 End Anchor, Item SPV.0060.0162.

A Description

This special provision describes constructing end anchorages for single slope concrete barrier conforming to standard spec 603, details shown in the plans and as modified in this special provision.

B (Vacant)

C Construction

Construct the Concrete Barrier Type S42 to present a smooth, uniform appearance in its final position conforming to the horizontal and vertical lines the plans show or ordered by the engineer, and free of lumps, sags or other irregularities.

D Measurement

The department will measure Concrete Barrier Type S42 End Anchor as each individual end anchor, 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.0060.0162	Concrete Barrier Type S42 End Anchor	EACH

Payment is full compensation for providing the barrier end anchor; for excavating and backfilling; for disposing of excess material; and for restoring the grade.
sef-603-005 (20170310)

59. Traffic Control Local Road Lane Closures, Item SPV.0060.0403.**A Description**

This special provision describes closing and reopening a local road lane or lanes, including full closure conforming to standard spec 643, the plans, and as directed by the engineer.

B (Vacant)**C Construction**

Install or reposition traffic control devices required for closing a local road or lanes of a local road. Remove or return traffic control devices to their previous configuration when the closure is no longer required.

D Measurement

The department will measure Traffic Control Local Road Lane Closures by each individual closure, acceptably completed. The department will not measure the closure of a local road not deemed necessary by the engineer.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0403	Traffic Control Local Road Lane Closures	EACH

Payment is full compensation for closing and re-opening a local road lane or lanes.
sef-643-035 (20171004)

60. Relocating Light Poles Arms and Luminaires, Item SPV.0060.1019.**A Description**

The work under this item shall consist of removing lighting pole, arm and luminaires (lighting units) from the locations shown in the plans, and reinstalling lighting unit at a new location as shown in the plans, according to the applicable provisions of standard spec 204, 655 and 659 or delivering the units to a specific location.

B (Vacant)

C Construction

Inspect the pole, arm and luminaire prior to removing from the existing base. Inform the engineer of any items of concern or potential problems that may interfere with the reuse of the pole, arm or luminaire. Minimize the time between removal from the existing base and reinstallation on the new base. Pole, arm and luminaires shall be stored in an area where unit will not be subjected to vandalism or theft. Bases will be paid as a separate item and are not included herein.

D Measurement

The department will measure Relocating Light Poles, Arms and Luminaires by each individual light pole, 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.0060.1019	Relocating Light Poles Arms and Luminaires	EACH

Payment is full compensation for removing and reinstalling lighting pole, arms, and luminaires; for inspecting prior to removal; and for transporting and storing materials.

61. Concrete Bases Type 1 Spread Footing, Item SPV.0060.3001.

A Description

Work under this specification shall be done according to standard spec 654, contract plan detail, and these special provisions.

B Materials

Materials shall be according to standard spec 654.

C Construction

Construction shall be according to standard spec 654.

D Measurement

The department will measure Concrete Bases (Type) bid items as each individual base, 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.0060.3001	Concrete Bases Type 1 Spread Footing	EACH

Payment is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor rods, nuts, and washers; for bar steel reinforcement, if required; and for excavating, backfilling, and disposing of surplus materials.

- 62. Install Salvaged Pedestal Bases, Item SPV.0060.3002; Transformer Bases Breakaway 11 ½-Inch Bolt Circle, Item SPV.0060.3003; Poles Type 2, Item SPV.0060.3004; Poles Type 3, Item SPV.0060.3005; Traffic Signal Standards Aluminum 10-Foot, Item SPV.0060.3006; Luminaire Arms Single Member 4-Inch Clamp 6-Foot, Item SPV.0060.3007; Pedestrian Push Buttons, Item SPV.0060.3008; Luminaires Utility LED C, Item SPV.0060.3009; Traffic Signal Head 3-12 Inch Vertical, Item SPV.0060.3010; Pedestrian Signal Head 16-Inch, Item SPV.0060.3011.**

A Description

Work under this specification shall be done according to standard spec 657 and 658 and these special provisions.

B Materials

Use materials salvaged from the existing traffic signal installation.

C Construction

Construction shall be according to standard spec 657 and 658.

D Measurement

The department will measure Install Salvaged (equipment) bid items as each individual item, 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.0060.3002	Install Salvaged Pedestal Bases	EACH
SPV.0060.3003	Install Salvaged Transformer Bases Breakaway 11 ½-Inch Bolt Circle	EACH
SPV.0060.3004	Install Salvaged Poles Type 2	EACH
SPV.0060.3005	Install Salvaged Poles Type 3	EACH
SPV.0060.3006	Install Salvaged Traffic Signal Standards Aluminum 10-FT	EACH
SPV.0060.3007	Install Salvaged Luminaire Arms Single Member 4-Inch Clamp 6-FT	EACH
SPV.0060.3008	Install Salvaged Pedestrian Push Buttons	EACH
SPV.0060.3009	Install Salvaged Luminaires Utility LED C	EACH
SPV.0060.3010	Install Salvaged Traffic Signal Head 3-12 Inch Vertical	EACH
SPV.0060.3011	Install Salvaged Pedestrian Signal Head 16-Inch	EACH

Payment is full compensation for installing salvaged equipment.

63. MMSD Sanitary Manhole Reconstruct, Item SPV.0060.5102.

A Description

This special provision describes the reconstruction of a MMSD sanitary manhole to the elevation as shown in the plans.

B Materials

B.1 Manhole

Manhole cone sections shall be constructed of precast reinforced concrete sections. Precast manholes and cones shall conform to ASTM Specifications, C478, latest revision.

Steel reinforcement shall conform to C478 requirements of ASTM specifications.

B.2 Frame and Cover

Salvage and re-use existing MMSD manhole frame and cover.

B.3 Internal Manhole Chimney Seal

Provide internal manhole chimney seals unless specified otherwise in the plans and construction details. Where MMSD is to provide and install the internal manhole chimney seal, contact Bob Rebitski, (414) 225-2214.

B.4 Concrete Adjusting Rings

MMSD to provide and install concrete adjusting rings. Contact Bob Rebitski, (414) 225-2214.

B.5 Joints

Joints for precast manholes shall meet the requirements of ASTM C443, latest revision, except that sealant shall be butyl rubber gasket or butyl rubber rope. Flexible butyl rubber gaskets or rope shall comply with the physical requirements for Type "B" gaskets in AASHTO Designation M-198, or Federal Specification SSS-00210-A, sealing compound, preformed plastic for expansion joints and pipe joints.

Finish joints with a non-shrink grout finish meeting the requirements of ASTM C928.

B.6 External Manhole Joint Seal

External manhole joint seal shall conform to ASTM C877 Type II, and installed per manufacturer's recommendations.

B.7 Steps

All manholes shall be provided with steps equally spaced vertically on center installed by the manufacturer as shown on the standard detail sheet. Steps shall be embedded into the riser or conical top section of the wall a minimum of 3 inches. Manhole steps shall be Type PS2-PFS as manufactured by M.A. Industries, Peachtree City, GA 30269; or equal with ½-inch diameter Grade 60 steel reinforcement coated with copolymer polypropylene plastic. Install steps 15-inch on center. Provide certified test data that the steps are capable

of withstanding an 800-pound vertical load without sustaining more than a 3/8-inch permanent set when tested according to Section 10 of ASTM C497.

B.8 Bentonite Waterstops

Bentonite waterstops shall be 1-inch by 3/4 inch size flexible strip of bentonite waterproofing compound with an adhesive surface on one side of the strip, waterstop Type RX.

B.9 Bonding Agent

Bonding agent for use on existing concrete surfaces shall be Sikastix 370, Sikadur Hi-Mod; Horn Co. Epoxite Binder 2385; or equal.

B.10 Granular Backfill

Granular backfill shall meet the requirements of section 8.43.4 of the SSSW.

C Construction

C.1 General

Notify Larry Anderson (MMSD), 414-225-2241, at least three days in advance of the commencement of construction.

Reconstruct manhole as shown in the plans and construction details.

Install precast concrete cone section and barrel. Salvage and reinstall existing frames and covers.

The sewer line shall be kept free of debris at all times. Take care to prevent any loose material from entering outlet sewer lines. The existing inside drop shall be protected from damage, including, but not limited to, falling debris.

C.2 Backfill

Fill the excavation with granular backfill in conformance to section 2.6.2 of the SSSW unless specified otherwise on plans, to existing surface or to appropriate depth for pavement restoration. Consolidate backfill in conformance to section 2.6.14(b) of the SSSW.

Remove all trash from the excavation before placing any backfill. Backfill shall be brought up uniformly around manholes and structures to prevent unbalanced lateral loading.

D Measurement

The department will measure MMSD Sanitary Manhole Reconstruct as a unit for each individual manhole, 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.0060.5102	MMSD Sanitary Manhole Reconstruct	EACH

Payment is full compensation for furnishing and installing all materials including pre-cast cone section, steps, gaskets, joint seals, concrete, steel reinforcement, waterstops, backfill material; for furnishing all excavation, dewatering, bypass pumping, sheeting and shoring; for cutting and removing existing corbel brick chimney to existing concrete, for backfilling including mechanical compaction and compaction testing; for removing sheeting and shoring; for furnishing all testing; for disposal of all surplus or waste material; and for clean-up.

64. Adjusting Sanitary Manhole; Item SPV.0060.5200.

A Description

This work includes adjusting sanitary manholes to an elevation as determined by the engineer as well as installing frame and cover, internal frame/chimney seal, according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW) and the “Special Provision Notes for Sanitary Sewer Work” as found in the plans.

Add or remove masonry adjusting rings as needed. This item applies to structures to be lowered less than 6 inches or raised less than 12 inches.

B Materials

B.1 Adjusting Rings

Adjustment rings shall be concrete with steel reinforcement in conformance with ASTM C-478. Precast concrete rings shall have an inside diameter to match the manhole opening, be not less than 2 inches nor more than 6 inches high, and have a wall thickness of 6 inches unless otherwise specified. The rings shall contain a minimum of one No. 2 reinforcing rod centered within the ring. Do not use any cracked or broken rings. The top of precast manhole cones shall be set a maximum of 18 inches lower than established grade in unimproved areas, with the top of the manhole cover being ringed up flush with the existing ground. The minimum number of adjusting rings shall be one 2-inch ring. The maximum height of adjusting rings shall be 8 inches in paved areas. All joints between the adjusting rings shall be filled with grout or mortar, including between the cone and the adjusting ring and the adjusting ring and the frame. Rings shall be grooved to receive a step.

B.2 Manhole

Precast manholes and cones shall conform to ASTM Specifications, C478, latest revision.

B.4 Manhole Seal

Furnish new Cretex, NPC Flexrib, or approved equal internal frame/chimney Seal, as shown in the plans. The seal shall meet the material requirements of section 8.42.3 and the performance requirements of section 8.42.4 of the SSSW.

C Construction

C.1 General

The location of existing sanitary manholes to be adjusted is indicated on the plans. Adjust these items as shown in the plans. Reconstruct manholes as necessary so that the frames and cover when placed will be at the established required grade; remove the existing frame and cover. Install seals according to the manufacturer's recommended installation procedures. Furnish and use Backfill Slurry in the manhole excavation area to existing surface or to appropriate depth for pavement restoration. Salvage the existing frame and cover.

C.2 Surface Preparation

Remove manhole cover and power wire brush the lower 3 inches of the manhole frame to remove any loose rust or scale and repair any imperfections by either grinding smooth or filling with mortar. A smooth, clean sealing surface is required. Realign the casting if it is offset more than approximately 2 inches from the chimney. Remove all loose and protruding mortar and brick from the upper 7-Inch chimney and clean surface by power wire brushing. Provide a 4-Inch wide sealing surface starting 2 inches down from the bottom of the frame.

All sealing surfaces must be circular, reasonably smooth, clean and free of any loose material or excessive voids. If such a surface does not exist for the bottom of the sleeve to seal against, use one-component, quick-set, high strength, non-shrink, polymer modified patching mortar which has been formulated for vertical or overhead use. If the bottom of the sleeve is to seal against the top of an eccentric (straight side) cone and an inadequately high vertical surface does not exist, contact the manufacturer to obtain details to build the required vertical surface.

Use caulk to fill minor irregularities in the bottom sealing surface. The caulk shall be a butyl rubber caulk conforming to AASHTO M-198, Type B. Apply a single bead of the caulk to the center portion of the lower sealing surface of the sleeve.

Any flaws in the manhole frame, such as minor cracks, pits or protrusions, shall be repaired by either filling with mortar or grinding smooth.

D Measurement

The department will measure Adjusting Sanitary Manhole as a unit per each adjustment, 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.0060.5200	Adjusting Sanitary Manhole	EACH

Payment is full compensation for furnishing and installing all materials including adjusting rings, masonry, and internal frame/chimney seals; for excavating, backfilling, and compacting; for disposing of surplus materials; and for cleaning out and restoring the structure.

65. Pavement Cleanup Project 2030-14-70, Item SPV.0075.0001.

A Description

This special provision describes cleanup of dust and debris from pavements within and adjacent to the job site. Pavement Cleanup includes surveillance and reporting of all active haul routes.

B Materials

B.1 Pavement Cleanup

Furnish a vacuum-type street sweeper equipped with a power broom, water spray system, and a vacuum collection system.

Use vacuum equipment with a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere.

Use a vacuum-type sweeper as the primary sweeper, except as specified in this special provision or approved by the engineer.

C Construction

C.1 Surveillance

Provide daily surveillance of active haul routes to identify if material is being tracked from the jobsite. Document the condition of the roads and all sweeping recommendations in a daily report. Submit reports to the engineer daily, including hourly metered tickets for that day's sweeping activities.

C.2 Pavement Cleanup

Keep all pavements, sidewalks, driveways, curb lanes and gutters within the project boundaries, free of dust and debris generated from all activity under the contract. Keep all pavements, sidewalks, driveways, curb lanes, and gutters adjacent to the project free of dust and debris that are caused by land disturbing, dust generating activities, as defined in the contractor's Dust Control Implementation Plan (DCIP). Provide routine sweeping of all pavements, sidewalks, driveways, curb lanes and gutters on local-street active haul routes as defined in the DCIP or as directed by the engineer. Include the following roadways for routine sweeping:

- STH 100 (W. Greenfield Avenue to W. Bluemound Road)
- Colder's Service Road (STH 100 to Hank Aaron State Trail)
- And all other roadways approved by the department

In addition to routine sweeping, conduct sweepings as the engineer directs or approves, to eliminate dust problems that might arise during off-work hours or emergencies. Provide the engineer with a contact person available at all times to respond to requests for emergency sweeping. Coordinate with engineer to determine deadlines for responding to emergency sweeping requests and cleaning up spillage and material tracked to/from the project.

Skid steers with mechanical power brooms may only be used on sidewalks and driveways whose pavements will not support the weight of a street sweeper, unless otherwise approved by the engineer. Do not dry sweep. Ensure all broomed equipment used for sweeping has a functioning water bar.

D Measurement

The department will measure Pavement Cleanup Project 2030-14-70 by the hour, acceptably completed.

Tickets shall include:

- Date
- Company
- Operator name
- Equipment make/model
- Routes swept
- Total hours

Total hours shall be to the nearest 0.25 hour that work under this item was performed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.0001	Pavement Cleanup Project 2030-14-70	HR

Payment is full compensation for daily surveillance; preparing and submitting the daily surveillance report with hourly metered tickets; mobilization; sweeping; and disposing of materials.

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66. Obstructions Drilled Foundation Shaft, Item SPV.0075.4200.

A Description

A.1 General

The work included herein consists of removing, drilling, or coring through unknown, and unidentified, man-made subsurface obstructions when encountered for construction of drilled foundation shafts.

A.2 Definitions

Surface obstructions are defined as any objects, man-made or naturally deposited, encountered within 6 feet of the ground surface. Subsurface obstructions are defined as man-made obstructions that are encountered by the drilling equipment at a depth greater than 6 feet below the ground surface. Obstructions include only man-made materials, such as old concrete foundations or abandoned utilities. Known obstructions are man-made obstructions that are shown or identified in the plans. Unknown obstructions are man-made obstructions that are not shown or identified in the plans. Naturally occurring deposits such as rock, boulders, cobbles, nested cobbles and nested boulders, are not considered obstructions and therefore are not applicable to the provision of this pay item.

B (Vacant)

C Construction

Remove surface and subsurface obstructions at drilled shaft locations. For drilled foundation shafts and foundation drilling, use special tools and/or procedures when the contractor cannot advance the hole more than 12 inches in 60 minutes using conventional rock augers fitted with teeth, drilling buckets, or under reaming tools operating at maximum power, torque, and down thrust. For drilling associated with the construction of sign supports, use special tools and/or procedures when the contractor cannot advance the hole more than 12 inches in 60 minutes using conventional earth augers operating at maximum power, torque, and down thrust. Special procedures and/or tools may be required but are not limited to chisels, breakers, core barrels, air hammer tools, and hand excavation. Other methods for obstruction removal can be employed to aid in the removal if acceptable to the engineer. Blasting is not permitted.

When an unknown subsurface obstruction is encountered, notify the engineer prior to beginning any work to remove the obstruction.

D Measurement

The department will measure Obstructions (Type) by the hour for each hour the contractor actively spends removing or coring through unknown man-made subsurface obstructions. A quantity of one hour will be paid upon the determination that a subsurface obstruction is encountered based on lack of hole advancement with conventional tools as set forth in this specification. Upon removal of the unknown man-made subsurface obstruction, portions of the final hour measured will be rounded up to the next whole hour. Down time spent planning for subsurface obstruction removal or delays caused by the mobilization of special equipment and tools not readily available at the site will not be measured for payment.

Measurement Example		Paid Obstruction Hours
1	Drilling encounters possible obstruction. Contractor notifies engineer. Start clock.	0.00
2	Conventional drilling equipment does not advance 12 inches after attempting to do so for at least 60 minutes.	1.00
3	Contractor resumes work clearing obstruction the following day. Assume the obstruction is cleared in aggregate total of 1 hour and 15 minutes of time. Obstruction is identified to be a previously unknown and unidentified man-made obstruction.	2.00

Only unknown (not identified in the plans), man-made subsurface obstructions, will be measured for payment. Work to clear and remove surface obstructions, known obstructions identified on the plans, and any natural deposits (rock, boulders, cobbles, nested cobbles and nested boulders) will not be measured separately for payment and shall be included in the applicable items for Drilled Shaft Foundation 60-Inch.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.4200	Obstructions Drilled Foundation Shaft	HRS

Payment is full compensation for removal and disposal of unknown, man-made subsurface obstructions; and for furnishing all materials, labor, equipment, additional concrete, and incidentals necessary to complete the work.

67. Ice HPC Hot Weather Concreting, Item SPV.0085.0900.

A Description

This work consists of furnishing ice for use in HPC Masonry Structures concrete mixes to meet the concrete surface evaporation rate and mix temperature requirements specified for hot weather concreting in the contract special provision item HPC Masonry Structures.

B Materials

Water used to produce ice shall meet the requirements of standard spec 501.2.4.

C Construction

To meet the concrete surface moisture evaporation rate and mix temperature requirements specified in standard spec 501.3.8.2 as modified in the contract special provision article HPC Masonry Structures, the contractor may elect to use ice or be directed by the engineer to use ice in concrete mixes for the item HPC Masonry Structures.

D Measurement

The department will measure Ice HPC Hot Weather Concreting by the pound, acceptably completed.

E Payment

The department will pay for measured quantities at the specified contract unit price of \$0.75 per pound under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.0900	Ice HPC Hot Weather Concreting	LB

Payment is full compensation for supplying and adding ice to concrete mixes for the item HPC Masonry Structures as specified herein.

For the item Ice HPC Hot Weather Concreting, the department will pay \$0.75 per pound for the quantity of ice required to meet concrete surface evaporation rate or concrete mix temperature limits specified in the contract for the item HPC Masonry Structures.

68. Concrete Barrier Temporary Precast Anchoring, Item SPV.0090.0410.**A Description**

This special provision describes anchoring temporary concrete barrier. Perform this work according to applicable portions of standard spec 603 and as hereinafter provided.

B (Vacant)**C Construction**

Perform this work according to standard spec 603.3.2.1, the plans, and as hereinafter provided.

Under the Concrete Barrier Temporary Precast Anchoring bid item, furnish, deliver, and install anchors at the locations shown in the plans, as required by the project conditions, or as directed by the engineer. Install anchors during the initial installation of the temporary concrete barrier and during any subsequent reinstallations of the temporary concrete barrier as required.

Remove any anchoring during barrier removal and fill remaining holes with epoxy.

D Measurement

The department will measure the Concrete Barrier Temporary Precast Anchoring by the linear foot acceptably completed, measured as the linear feet of barrier initially installed or reinstalled. The department will not measure anchoring 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.0090.0410	Concrete Barrier Temporary Precast Anchoring	LF

Payment is full compensation for furnishing, delivering, and installing anchoring devices; for removal of any anchoring devices and filling holes with epoxy.

Delivery and installation of the barrier will be paid for under the pertinent items included in the contract. Barrier moves required to accomplish positioning of the anchors to allow installation of the barrier in its ultimate location will be incidental to this bid item and additional deliveries and installations will not be paid.

69. Concrete Barrier Temporary Precast Anchored on Bridge, Item SPV.0090.0412.

A Description

This special provision describes anchoring temporary concrete barrier on bridge decks. Perform this work according to applicable portions of standard spec 603, the plans, and as hereinafter provided.

B Materials

Provide barrier materials according to applicable portions of standard spec 603.2.

For the anchoring system, provide all miscellaneous mounting hardware according to the details shown in plans. For filling holes, provide non-shrink grout or epoxy from the department's approved product list.

Provide shop drawings for the anchoring system to the department for approval prior to installation.

C Construction

Perform this work according to standard spec 603.3, the plans, and as hereinafter provided.

To accommodate anchors through a bridge deck, core a hole through the bridge deck at each anchor location and install anchoring bolts or rods and hardware to securely tie the barrier to the bridge deck. With the approval of the engineer the contractor may propose and use an alternate method of core hole locating. The contractor is responsible for accurately locating the core holes for barrier installation in all cases. The contractor shall submit shop drawings for the anchoring system to the department for review prior to installation.

Prior to coring the bridge deck, place the barrier to mark coring locations, relocate barrier to complete the bridge deck cores, and install the barrier with the anchors at the required locations to line up with the core holes.

Remove anchors for temporary barrier on bridge decks as part of any removal of bridge decks or relocation of the temporary barrier that may be required. If the bridge deck is required to continue to carry traffic, fill remaining holes with non-shrink grout or epoxy according to the manufacturer's recommendations and as directed by the engineer. Repair any damage to the existing structure from installation or removal of the anchors.

D Measurement

The department will measure the Concrete Barrier Temporary Precast Anchored on Bridge by the linear foot, acceptably completed, measured as the linear feet of barrier installed and anchored. The department will not measure anchoring 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.0090.0412	Concrete Barrier Temporary Precast Anchored on Bridge	LF

Payment is full compensation for furnishing, delivering, and installing anchoring devices including bridge deck coring; for providing shop drawings; for removal of any anchoring devices; for furnishing and installing non-shrink grout or epoxy; for filling all holes; and for any bridge deck damage repair.

Delivery and installation of the barrier will be paid for under the pertinent items included in the contract. Barrier moves required to accomplish positioning of the cores and anchors to allow installation of the barrier in its ultimate location will be incidental to this bid item and additional deliveries and installations will not be paid.

70. Drilled Shaft Foundation 60-Inch, Item SPV.0090.4400.

A Description

Install drilled shafts for bridge foundations, as shown on the plans, as directed by the engineer, and as hereinafter provided.

A.1 Qualifications of the Contractor

The contractor performing the work described in these special provisions must have drilled shaft projects successfully completed within the last 5 years. The contractor must submit a list outlining their experience on at least five projects where they have successfully completed drilled shaft construction, including one project completed within the last 5 years. The project experience must include at least one project completed in soil and groundwater conditions similar to those anticipated for this project. The project experience must include advancing the drilled shafts to a depth of at least 30 feet below the original ground surface. At least one project must show evidence of permanence with a 5-year minimum age. The project experience documentation for each project must include a brief project description; detail the size of the shafts, construction methods used during installation, methods used for

wall stabilization, local soil conditions, actual construction time and contact information consisting of an individual's name and current phone number. Contacts must be capable of verifying project participation.

The contractor must submit staff experience records of the engineer, drill operators, and onsite supervisors and crew chiefs who will be assigned to the project. The staff records must contain a summary of each individual's experience and it must be complete enough for the engineer to determine whether each individual has satisfied the following qualifications.

The contractor must assign an engineer to supervise the work who has at least eight years of drilled shaft experience and who has completed at least one drilled shaft project. The assigned engineer's project experience must include at least one project completed in soil and groundwater conditions similar to those anticipated for this project. The contractor may not use consultants or manufacturer's representatives in order to meet the requirements of this section. Drill operators, and onsite supervisors and crew chiefs must have a minimum of one-year experience installing drilled shafts with the contractor's organization.

Submit the contractor's qualifications and staff experience records at the preconstruction meeting or 14 calendar days prior to the start of drilled shaft construction, whichever date is earlier. The engineer will accept or reject the contractor's qualifications and staff experience records within 14 calendar days after receipt of the submission. Do not start work on any drilled shaft piers until acceptance of the contractor's qualifications, staff experience, and drilled shaft installation plan is given by the engineer. The engineer may suspend the drilled shaft work if the contractor substitutes unqualified personnel for accepted personnel during construction. If work is suspended due to the substitution of unqualified personnel, the adjustment in contract time resulting from the suspension of work will not be allowed.

B Materials

B.1 General

Concrete, drilling fluid, reinforcement and formwork shall be in accordance to the requirements of QMP Drilled Shafts, the standard specifications, as shown on the plans, and as hereinafter provided.

In the event that the provisions of other specification clauses cause ambiguity or conflict with the requirement of these special provisions, these special provisions shall take precedence unless otherwise accepted by the engineer.

B.2 Equipment

Equipment used for excavation, drilling, and cleaning operations shall have adequate capacity including power, torque, and down thrust to excavate a hole to a depth equal to the maximum depth of the drilled shafts shown in the plans plus 15 feet, or plus 20 percent of their maximum depth, whichever is greater. Anticipate and make available at the job site all equipment necessary and essential to penetrate soft and hard soils, as well as obstructions, during the construction of the drilled shafts.

When hard soils, or other material encountered cannot be drilled using conventional earth augers with soil or rock teeth, drilling buckets, and/or over reaming tools, provide drilling equipment including, but not limited to, rock core barrels, rock tools, air tools, or any other equipment necessary to construct the drilled shaft excavation to the depth and size as shown on the plans.

When applicable, or required by the engineer, provide equipment that produces a stable slurry suspension, mechanical agitation, and a pipeline or other safe methods of transporting the slurry to the drilled shaft.

B.3 Casing

Permanent casing shall be steel; rigid, smooth, clean, watertight, and of ample strength to withstand both handling and driving stresses and the pressure of both concrete and the surrounding earth materials. The outside diameter of casing shall not be less than the specified size of the drilled shaft. All casing diameters shown on the plans refer to outside diameter, O.D. dimensions. The dimensions of casings are subjected to American Pipe Institute tolerances applicable to regular steel pipe.

B.4 Reinforcing Steel and Spacers

Deformed reinforcing bars shall comply with the size, dimension, spacing, and details shown on the plans. In addition, they shall conform to AASHTO M31, Grade 60, and all the pertinent requirements of section 505 of the standard specifications. Non-corrosive wheel type spacers and boots shall be used to properly position the reinforcing steel. All reinforcing steel shall be 100% wire tied between the vertical reinforcement and ties.

B.5 Crosshole Sonic Logging Tubes

Drilled shafts shall be equipped with access tubes for Crosshole Sonic Logging (CSL) test at the locations and distribution shown in the plans and as herein modified. Access tubes for CSL testing shall be 2-inches I.D. schedule 40 steel pipe conforming to ASTM A53, Grade A or B, Type E, F, or S. Pipes shall have a round, regular internal diameter, free of defects or obstructions; including any defect at the pipe joints, so to permit the free unobstructed passage of source and receiver probes. Each tube or steel pipe shall be fitted with a watertight shoe onto the bottom and a removable cap at the top. Both, shoe and cap shall be watertight and free from corrosion, and the internal and external faces of the tubes clean to ensure passage of the probes and good bond with the concrete.

C Construction

C.1 Drilled Shaft Installation Plan

C.1.1 General

Prepare a Drilled Shaft Installation Plan and submit it at the preconstruction meeting or at least 14 calendar days prior to beginning drilled shaft foundation construction, whichever date is earlier. Submit the Drilled Shaft Installation Plan to the engineer for review; do not start any drilled shaft installation until the engineer accepts the Drilled Shaft Installation Plan. Acceptance of the installation plan does not relieve the contractor of responsibility for successful completion of the drilled shafts.

C.1.2 Submittals

The submitted Drilled Shaft Installation Plan shall include the following:

- a. **Job Site Visit.** The contractor shall acknowledge that the job site was visited to verify the site conditions with regard to entrance, access, overhead lines, subsurface features, clearing and grubbing, permitting, and collecting all information necessary to plan and execute the installation of the drilled shafts.
- b. **Plan to Protect Existing Structures.** Outline the steps to be taken during drilled shaft installation to protect adjacent or nearby structures.
- c. **Details of Environmental Control Procedures.** Provide plan to prevent loss of slurry or concrete into waterways, project areas, or protected areas. Detail method to ensure the compliance with state and federal environmental regulations during drilled shaft construction.
- d. **List of Proposed Equipment.** Include details of proposed templates; number and sizes of cranes; number and sizes of drills, include rotary torque, crowd force drills, and maximum drilling depth; diameter, length, and reach of augers, bailing buckets, guide walls, templates, and roller bits; cleaning equipment including cleaning buckets, submersible pumps, or air-lifted pumps; size of de-sanding equipment and slurry pumps; soil/rock-coring sampling equipment; inspecting drilled shaft apparatus; length and diameter of tremies or size of concrete pumps; size, length, and thickness of casings; over reaming equipment; and all relevant equipment necessary to complete the drilled shaft installation. Acceptance of the installation plan by the department does not relieve the contractor responsibility to provide other equipment, if necessary, to achieve satisfactory shaft installations meeting the requirements of this special provision.
- e. **Details of Sequence of Drilled Shaft Installation and Time for Construction Operations.** Include a layout of the drilled shaft installation sequence and setting template(s). Include time for installing casings, sealing casing, excavation and/or drilling time, drilled shaft cleaning, rock coring, drilled shaft inspection, concrete placement. The contractor should consider the effect of construction operations of one drilled shaft onto the adjacent drilled shaft(s) and avoid construction conflicts that will affect the quality or integrity of the completed work. Indicate when and what construction sequence modifications shall be performed under atypical situations, i.e., weekend or holiday shutdowns, or unanticipated shutdowns due to equipment issues.
- f. **Proposed Drilled Shaft Installation Method(s).** Details of the proposed method of installation, including drilling rock or obstructions or steep sloping surfaces, when required, and meeting the minimum installation requirements set forth in subsection C.3. Method for identification of the competent or bearing material before finalizing the excavation. Method for monitoring verticality of the drilled shaft walls during excavation, and details of proposed corrective measures to be implemented for shafts out of tolerance. Details of the means and methods of preventing displacement of the casing and/or drilled shaft during installation.
- g. **Details of Slurry Operations.** Include slurry type, methods to mix, circulation, desanding, and test the slurry to comply with these special provisions. Submit proposed laboratories for testing and documenting test results.

- h. **Inspection and Cleaning.** Methods to clean and inspect the drilled shaft excavation prior to reinforcement placement.
- i. **Crosshole Sonic Logging (CSL).** Method to install and secure the crosshole sonic logging (CSL) pipes to the reinforcing cage along with the proposed selection of pipe and size.
- j. **Details of Steel Reinforcement Placement During Construction.** Include methods to ensure cage centering and cover; cage integrity while lifted during placement, number of cranes, number of lift points, and number of spreader bars; number and location of bottom and side spacers; cage support; and tie downs during concrete placement.
- k. **Concrete Placement Plan.** The purpose of the Concrete Placement Plan is to ensure that sufficient concrete is at the job site or in transit to the job site so that the entire pour can be done without delay. Include location of the concrete plant, number of trucks, estimated delivery times, estimated time between trucks, and number of trucks at the site before placement begins. Indicate the use of tremie or concrete pump lines and details of the seal to be used at the bottom end of the tremie or concrete pump line. Breakdowns of concrete plants, trucks, or traffic problems shall be considered under this Concrete Placement Plan. Contractor must be aware of batch, travel, and concrete placement times. Include an estimate of the concrete placement and over pouring time per drilled shaft. When applicable, detail excavation to grade and finishing of the drilled shafts.
- l. **Casing Removal.** Include the details and means by which the contractor intends to remove surface casings and provide information about staged temporary casing removal when applicable.
- m. **Methods of Handling and Disposal of Spoil Excavation, Waste Slurry, Waste Concrete, and Drilled Shaft Cutoffs.** Present sufficient details to the engineer to evaluate the adequacy and compliance of the contractor's methods of disposal with the standard specifications, including all related environmental permits and local regulations.
- n. **Other Information** requested on the plans or by the engineer.

C.1.3 Acceptance

The department will evaluate the Drilled Shaft Installation Plan for conformance with the requirements of these special provisions. Within 14 calendar days after receipt of the Drilled Shaft Installation Plan, the engineer will notify the contractor of the acceptance of the plan, or of additional information and/or changes required. Any unacceptable part of the Drilled Shaft Installation Plan will require resubmission. The contractor shall resubmit the necessary changes or additional information of the Drilled Shaft Installation Plan for evaluation and review. The engineer will provide a written notice of acceptance or rejection of contractor's resubmitted Drilled Shaft Installation Plan within 14 calendar days after its receipt. The accepted contractor's Drilled Shaft Installation Plan will be subjected to trial and satisfactory performance in the field, and the engineer will grant final acceptance of the plan after its satisfactory field performance.

After assessment or reassessment of the Drilled Shaft Installation Plan has been made and the engineer has granted its acceptance, do not make any changes to the plan without written consent of the engineer.

C.2 Drilled Shaft Installation

C.2.1 General

Construct drilled shaft foundations in accordance to the accepted Drilled Shaft Installation Plan. The resulting installation plan shall include length of permanent casing, grouting or other methods to stop loss of drilling fluid or concrete or collapse of soil, details of the constituent materials of any drilling fluid used for stabilization, the method of inspection, details of the concrete design mix, concreting method, the minimum time between the completion of one shaft and the commencement of the next, and the pattern of construction.

Ensure that damage does not occur to the completed shafts through their working methods. Submit to the engineer a drilled shaft installation sequence. The proposed sequence and timing of shaft installation shall be such that the installation work shall not cause any damage to adjacent shafts. The shaft installation shall not commence until acceptance of the engineer has been obtained.

C.2.2 Ground Conditions

Neither the department nor the engineer will accept responsibility for any opinions or conclusions given in any factual or interpretative site investigation reports. Report immediately to the engineer any circumstance, which indicates that in the contractor's opinion the ground conditions differ from those reported in or which could have been inferred from the ground investigation reports or test results.

C.2.3 Sequence of Shaft Installation

The engineer reserves the right and the contractor shall recognize such right to direct the installation of working shafts in any sequence the engineer deems necessary for the satisfactory completion of the work.

C.2.4 Templates

The contractor may elect the use of templates, which will be used in the installations of the shafts to meet the tolerances specified in these special provisions.

C.2.5 Temporary Working Surface

The contractor should use a temporary working surface to provide a level surface at the top of shafts for drilling where needed.

C.2.5.1 Forcible Correction

Where shafts have not been positioned within the specified limits no method of forcible correction will be permitted.

C.2.6 Records

Keep a record of all shafts installed. Give a copy of the record of the work done each day to the engineer within 24 hours of that day's work being completed. The engineer shall accept

the record form before drilled shaft works commence. Incorporate any comment by the engineer into the record form. Note all unexpected drilling or installation conditions in the records.

C.2.7 Drilled Shaft Installation

C.2.7.1 General

The dry method or wet method can be used as necessary to produce a sound and durable structure foundation free of defects. When a particular installation method is required in the special provisions, only that method of construction shall be used. If no particular method is specified for use, select and use one of the methods of construction cited above as determined by the site conditions and needed to properly accomplish the work. Submit to the engineer for acceptance the selected method of construction in the Drilled Shaft Installation Plan described in these special provisions.

Where soil and groundwater conditions vary along the site, a single method of construction may be not appropriated for the entire job site, and one, two, or a combination of methods may be used.

Consider using temporary casing at all sites where the use of the slurry installation method is not possible and where the use of casing, other than surface casing, is necessary to keep the shaft excavation stable.

In other cases, where drilling through materials having a tendency to squeeze or cave and caving or squeezing cannot be controlled by the drilling fluid, advance permanent casing through the unstable condition(s) and to the projected depth by twisting, drilling, or vibrating. Obtain prior approval from the engineer for vibrating the casing. After the casing is in place, excavate inside the casing to the projected shaft tip elevation using the dry or wet excavation techniques described below. Clean the bottom of the excavation; test the drilling fluid for compliance with these special provisions, if applicable. Before withdrawing the temporary casing, ensure that the level of fresh concrete inside the casing is at such level that the pressure of its hydrostatic head displaces up and out the fluid trapped between the annular space between the casing and the drilled shaft wall. The engineer may require the contractor to overream the outside diameter of the drilled shaft before placing the permanent casing.

C.2.7.2 Dry Method

The dry method of drilled shaft installation shall be considered only in conjunction with permanent casing.

The dry installation method consists of drilling the shaft excavation, removing, and cleaning all accumulated loose material from within the cased excavation, placing the reinforcement cage, and pouring the concrete in the dry excavation. This method may be used below the water table when 1½-inches or less of seepage accumulates at the bottom of the drilled shaft excavation over a 1-hour period, and when the sides and bottom of the shaft remain stable without detrimental caving, sloughing, or swelling for a minimum of a 4-hour period. Seepage is defined as the cumulative inflow of groundwater through the voids of the

saturated soil mass into the drilled shaft excavation. Measurement of the seepage quantity (depth at bottom of hole) shall be done without any seepage water being pumped out of the shaft excavation by a pump or similar device. Should seepage water accumulate and be present inside the excavation to a depth of greater than 3 inches at any time prior to concreting, then free fall concrete cannot be placed; instead, employ the tremie or pump procedures to direct the concrete into the excavation.

C.2.7.3 Wet Method

Use the wet installation method, or the casing installation method, for drilled shafts that do not meet the requirements of the dry installation. The wet installation method shall be considered also at all sites where it is impractical to provide a dry excavation for drilling and placing concrete in the drilled shaft. Use the wet method for excavations above or below the water table and with or without casings, depending upon soil type and groundwater conditions. When using the wet method below the groundwater table, all drilled shaft operations shall be accomplished while maintaining a positive head of fluid above the water table. A temporary surface casing may be provided to aid in positioning and aligning the drilled shaft and to prevent sloughing of the superficial material.

When using the wet installation method, follow the following steps:

- a. Drill the excavation and keep the drilled shaft always filled with fluid such as water, natural slurry, or slurry.
- b. During excavation, test the properties of the fluid for compliance with these specifications, clean or desand the fluid as applicable.
- c. Clean the bottom of the excavation with a bailing bucket, an airlift, a submersible pump, or other devices after the excavation is completed.
- d. Just before lowering the reinforcing cage, test the fluid for compliance with the specifications.
- e. Pour the concrete with a tremie pipe or a pump line extending to bottom of the excavated shaft to displace the fluid up and out of the shaft.

C.2.8 Excavations

C.2.8.1 General

Excavations required for the drilled shafts shall be performed through whatever materials encountered, of the dimensions, and to the elevations shown in the plans, or as directed by the engineer. The excavation and installation method shall be suitable for the intended results and materials encountered. Blasting is not permitted.

Maintain a construction log during the drilled shaft excavation. Include on the construction log information such as ground elevation, groundwater elevation, sequence number, method of installation, machines and tools employed, drilling fluids employed, drilling times, excavated materials and their particular elevations, soil/rock-cores samples and their particular elevations, rock sockets and their elevation, bells plus their size and elevations, and all other information relevant to the excavation process that will assist the engineer in evaluating the foundation. Information shall also include proposed methods for disposal of excavated material and slurry in accordance to state and local environmental regulations, codes and ordinances, the standard specifications, or as directed by the engineer.

Sidewall overreaming shall be required when the sidewall of a drilled shaft as determined by the engineer have either softened due to, but not limited to, excavation methods, swelled due to delays in concreting, or degradation because of slurry cake buildup. The engineer shall direct the thickness and extent of sidewall overreaming. However, overreaming thickness shall be 1/2-inch minimum and 3-inches maximum. The contractor shall bear all the costs associated with sidewall overreaming and concrete required to fill the additional overreaming volume of excavation.

C.2.8.2 Templates

Templates will be required for the installation of drilled shaft foundations if the contractor cannot demonstrate and consistently achieve during construction, proper position and alignment of the installed drilled shaft foundations within specified tolerances without templates.

C.2.8.3 Protection of Existing Structures

Take all reasonable precautions to prevent damage to existing structures and utilities. These measures shall include, but are not limited to, vibration monitoring or subsidence control during driving of casings, sheets, or drilling operations.

C.2.8.4 Overburden Drilled Shaft Excavation

Provide the necessary equipment to remove and dispose of all materials encountered in forming the drilled shaft excavation to the dimension and elevation as shown on the plans, or as directed by the engineer. Contractor's equipment may include, but are not limited to, augers and rotary drills. Unless otherwise shown on the plans, the drilled shaft excavations in overburden materials shall be vertical bored holes extending from the ground surface down to design tip elevation or the competent soil material, whichever is greater, where competent soil material is defined as the soil that will provide support and satisfactory performance to the structure.

In case of groundwater or severe seepage condition, with the flow of water very difficult to control, take appropriate measures including excavation with drilling fluid or excavation through a casing as indicated in the Drilled Shaft Installation Plan.

C.2.8.5 Obstructions

Remove obstructions at drilled shaft locations. Obstructions may include natural and man-made materials, such as old reinforced steel concrete foundations or natural materials such as boulders. Boulders are defined as stones greater than 12 inches. Special tools and/or procedures shall be used when the contractor cannot advance the hole more than one foot in thirty minutes using conventional rock augers fitted with teeth, drilling buckets, or underreaming tools operating at maximum power, torque, and down thrust. Special procedures/tools may be required but are not limited to chisels, boulder breakers, core barrels, air hammer tools, and hand excavation. Other methods for obstruction removal such as temporary casing or hole diameter increase can be employed to aid in the removal. Blasting shall not be permitted.

C.2.8.6 Lost Tools

Drilling tools that are lost in the excavation shall not be considered obstructions and shall be promptly removed. All costs due to removal of lost tools shall be borne by the contractor including costs associated with hole degradation during removal operations or time while the hole remains open.

C.2.8.7 Inspections and Cleanliness of Excavation

Provide the details of drilled shaft inspection and cleanliness within the Drilled Shaft Installation Plan, required by subsection C.1.2 of this specification. Provide equipment and tools for checking the dimensions and alignment of each drilled shaft excavation, and coordinate schedules for inspection of the excavation with the engineer. Determine dimensions, alignment, and final depth of the drilled shafts after final cleaning. When applicable, provide safe access and egress to the engineer for inspection of the walls and bottom of the drilled shaft excavation prior to placement of the rebar cage and concrete. After the drilled shaft excavation has been prepared for inspection, notify the engineer. The cleanliness and the bearing surface of the drilled shafts will be evaluated and accepted by the engineer. Unless the engineer specifies otherwise, the contractor's cleaning operation shall be considered sufficient when no more than 50 percent of the bottom area of each shaft has less than 1/2-inch of sediment or debris at the time of hole acceptance just prior to steel positioning and concrete placement. The maximum depth of sediment or any debris at any location on the bottom of the shaft shall not exceed 1 1/2-inches before beginning concrete placement.

C.2.8.8 Safety

Do not permit any worker to enter the drilled shaft excavation for any reason unless a suitable casing has been installed, the water level has been lowered and stabilized below the level to be occupied, and an adequate safety equipment and procedures have been provided to the personnel entering the excavation, which includes OSHA certification for confined-entry-space.

C.2.8.9 Test Core

Once the excavation is completed to the required minimum shaft embedment, the drilled shaft shall be cleaned of any mud, loose soils and rock. The shaft bottom should be level and contain no protuberance of rock into the limits of the shaft. Collect a test core of the rock (beginning of the drilled shaft base level) with a core diameter of not less than 2.125-inches (NQ core) and core length of not less than 10 feet and in accordance to ASTM D2113.

The department will verify that this rock core has a recovery of at least 50 percent throughout the length cored. If the core does not meet the above requirements, the core shall be extended as directed by the engineer. Subsequently, drilled shaft embedment shall be extended to the engineer directed level. If the rock core drilling is performed prior to excavation of the drilled shaft begin the core when rock is first encountered, then extended the core to the necessary depths that meets the recovery requirements outlined above or as directed by the engineer. Prepare and submit the logs documenting any subsurface investigation borings or rock core holes performed at the drilled shaft foundation locations. Store the collected rock core samples in a wood framed core box.

After the shaft bearing level is established by the Engineer, immediately grout the test core hole.

C.2.8.10 Record Information

Provide the department with all of the drilled shaft excavation records and report any unusual observation to the engineer within eight hours of discovery. Submit a draft of this form for each completed drilled shaft within 24 hours of shaft completion, and submit the final form within two weeks. Submit relevant information on a daily basis, or more frequently when variation occurs, or as otherwise required by the engineer.

Report the drilled shaft construction progress in accordance to “Inspection and Reporting Forms,” Drilled Shafts: Publication No. FHWA – NHI-10-016 (FHWA GEC 10), Appendix F, pages F-5 through F- 12.

C.2.9 Placement of Reinforcing Steel Cage

Prior to placement of the reinforcing steel and concrete, if slurry fluid was employed during the installation of the drilled shaft, test the slurry for compliance with this specification as described in the QMP, Drilled Shafts special provision. Perform Slurry Tests along the shaft and a minimum of once at the bottom of the shaft. Correct the slurry as necessary to meet the specifications. Prior to placement of the reinforcement steel and concrete, ensure that C.2.8.7 cleanliness requirements are met.

Use concrete spacers or non-corrosive spacers at sufficient intervals not exceeding 10 feet along the reinforcement cage. Space a minimum of three spacers evenly around the circumference of any shaft with a maximum space along the shaft circumference of 30 inches between any spacer, i.e., at any given level then a 5-foot diameter shaft shall have 5 spacers. Place the first spacers 1.5 feet from the bottom of the shaft with successive spacer intervals every 10 feet, maximum along the shaft. Spacers shall be of an appropriate diameter wheel to eliminate gaps between the shaft excavation walls and the steel reinforcement.

C.2.10 Concrete Placement

C.2.10.1 General

Test the concrete delivered to the job site for compliance with the QMP Drill Shafts special provision, the Standard Specifications and these special provisions. Maintain the same concrete placement operation from the beginning to the ending of the concrete placement for each shaft.

C.2.10.2 Concrete Placement Time

Place concrete within 48 hours of completing the drilling operation for each shaft. Any variance greater than this completion time requires approval from the Bureau of Technical Services Foundations and Pavement Unit Supervisor, or his designee. Place concrete within three hours after the hole is approved by the engineer, unless otherwise directed by the engineer. If the concrete is not placed within this time frame, the hole will have to be re-inspected and accepted by the engineer prior to concrete placement.

C.2.10.3 Concrete Placement by Free Fall

The contractor can place concrete by the free fall method, where the installation of drilled shafts is done by the dry method or the cased method if the seepage criteria is met. Allow concrete to fall a maximum of 60 feet. Do not allow under any circumstance the concrete to strike the rebar cage, steel core, or the sides of the excavation. Direct the concrete to the center of the cage or guide walls using a drop chute or similar device.

C.2.10.4 Concrete Placement by Tremie Pipes

Use tremie pipes to place the concrete inside the excavation under the following conditions:

- a. Where the excavation is filled with a drilling fluid such as water or slurry;
- b. Where the drilled shaft is installed on a batter; or
- c. Where a dry excavation may collapse under the shock of the waves of the free falling concrete.

Always keep the discharge end of the tremie a minimum of 7 feet below the level of the fresh concrete already placed inside the excavation to maintain a seal. The concrete should flow into position by pressure through a tremie with a minimum diameter of ten inches. Seal the bottom of the tremie before lowering it into the wet excavation. If water/slurry enters the tremie pipe after concrete pouring has started, withdraw the tremie and clean, reseal, and restart the pouring. Seal the bottom of the tremie to prevent flow into the tremie. If for some reason, the tremie is raised out of the fluid concrete or the concrete inside the drilled shaft drops down contaminating the tremie, then completely remove and clean the tremie, then replace the seal at the bottom of the tremie, and lower the tremie back as far below as possible into the already placed concrete.

C.2.10.5 Concrete Placement by Concrete Pumps

Concrete pumps and concrete lines can be used to place concrete in drilled shafts rapidly. Concrete pumps are used to place concrete in shaft excavations filled with water or slurry, to pour large or deep-drilled shafts, or to deliver the concrete from a distant location.

All pump lines and connections shall be watertight and shall guide the concrete to the discharge point at the center of the rebar cage or steel core and drilled shaft excavation. The pump line can be flexible; however, its portion at the end of the line and inside the excavation must be made of rigid and heavy steel so that it will stay straight during concreting. Keep the bottom of the pump line or discharge orifice 7 feet below the surface of fluid concrete already placed to avoid sudden jumping of the pump line out of the excavation. Continue placing concrete until over pouring is evident at the top of the drilled shaft and until dark gray concrete (acceptable concrete) can be distinguished from the drilling fluid.

C.2.10.6 Casting Level

Pour concrete not less than 1-foot above the cut-off level ('overcast') to ensure that all concrete at and below cut-off level is homogeneous and free of laitance and deleterious matter.

C.2.10.7 Water Retention

Repair any cracks, joints, defects of shaft where on exposure of the structure foundation, visible running water leaks are found that would result in leakage of the foundation.

C.2.11 Construction Tolerances for Individual Shafts

Completed drilled foundation shafts constructed out of the tolerance are unacceptable. The contractor is responsible for correcting to the satisfaction of the engineer all unacceptable work. Materials, construction, work, engineering analysis, and redesign necessary to complete corrections to out-of-tolerance excavations or completed drilled shafts shall be furnished to the department without either cost or time extension for the project. Comply with the following construction tolerances:

- a. The final, as constructed position of the center of the drilled shaft shall be within a maximum of 2 inches in any direction from the theoretical position shown on the plans, unless otherwise permitted by the engineer prior to construction.
- b. The vertical alignment of the drilled shaft excavation shall not vary from the vertical alignment of the drilled shaft more than 1 in 200.
- c. When a permanent casing is used, the diameter of the installed drilled shaft shall not be less than the diameter of the drilled shaft shown on the plans. Any conflicts due to a casing that is greater in diameter than the plan-shaft diameter shall be remedied by the contractor. No additional compensation or schedule time shall be granted to the contractor for resolving any conflicts due to oversized casings.
- d. Employ equipment and methods of excavation to complete the drilled shaft excavation to a planar bottom; the cutting edges of the equipment used during the excavation shall be normal to equipment's vertical axis within a tolerance of 3/8-inch per foot of diameter. The bottom of the drilled shaft excavation shall be normal to the axis of the drilled shaft within 3/4-inch per foot of drilled shaft diameter.
- e. Tolerances outlined in sections a to e herein shall be checked and finally met by the contractor prior to placement of the reinforced rebar cage inside the shaft hole.
- f. After the concrete is poured, the top elevation of the built drilled foundation shaft shall be within 1 inch of the top elevation of the corresponding drilled foundation shaft on the plans, and the top of the reinforcing steel cage shall be no more than 6 inches above or no more than 3 inches below the location of the cage shown on the plans. The center of the reinforcing cage shall also be the center of the drilled shaft.

C.2.12 Non-Destructive Testing Program

C.2.12.1 Shaft Integrity Test (PIT)

The Pile Integrity Tester performs low strain integrity testing, alternatively called Sonic Testing, Pulse Echo, or Transient Response. The PIT can detect the presence and location of potentially dangerous defects such as cracks, necking, soil inclusions or voids and can determine shaft length. The equipment and technique are well established, corresponding to ASTM D5882.

Prior to beginning the PIT test, assure that the concrete top is accessible and cleaned. The engineer will perform the test(s). The engineer will evaluate and analyze the PIT test results within 5 business days and provide the contractor with a response regarding the acceptability of the drilled shaft tested. The test will be conducted on shafts that are at least five days old so that the concrete has attained minimum compressive strength necessary to perform the test.

C.2.12.2 Crosshole Sonic Logging Test

C.2.12.2.1 General

Crosshole Sonic Logging, (CSL), is a nondestructive testing (NDT) method that measures the time for an ultrasonic pulse to travel from a signal source inside an access tube to a receiver inside another access tube and evaluates the integrity of drilled shafts.

Install access tubes intended for Crosshole Sonic Logging CSL testing. The engineer will perform the test(s). All CSL testing must be completed within thirty calendar days of concrete placement.

Prior to beginning the CSL test, the contractor shall ensure that the test probes can pass through and down the tubes to the bottom of every installed tube. If a tube is obstructed, at no additional cost to the department, core a hole within the drilled shaft and near the obstructed tube to the depth as directed by the engineer. The core shall be large enough to accommodate the probe through its full length.

The engineer will evaluate and analyze the CSL test results within five business days of their receipt and provide, within five business days, the contractor with a response regarding the acceptability of the drilled shaft tested. The test will be performed in accordance to ASTM D6760.

C.2.12.2.2 Installation Requirements

Drilled shafts must be fitted with CSL test tubes to evaluate their integrity as shown on the plans or as designated by the engineer.

Install the access tubes or pipes as nearly parallel and far as possible from the longitudinal bars. The number of tubes to be installed per each drilled shaft diameter is as indicated in the table below:

Drilled Shaft Diameter	Number of CSL Tubes	Tube Spacing (a)
60 Inch	4 minimum	90 degrees

(a) Spacing based on a central angle in degrees.

Securely attach the tubes to the interior of the reinforcement cage with a minimum concrete cover of three inches, and they shall be wire-tied to the reinforcing cage every five feet so to secure the tubes in position during placement of the reinforcing steel cage. The tubes may be attached to exterior of the cage when accepted by the engineer in which case the minimum

cover requirement of three inches over the tubes shall be maintained. In all cases, the tubes shall be as near to vertical and parallel as possible.

The tubes shall extend from the bottom of the drilled shaft to at least 3 feet above the top of the drilled shaft, or 2 feet above the ground surface for shafts with cut-off below the ground surface. The tubes must be watertight and capped to prevent concrete or debris from entering during manipulation of the cage and concreting. Exercise care during lifting and lowering the steel reinforcement so as not to damage the tubes. Fill the CSL tubes with potable water prior to concrete placement. For production shafts and upon completion of the CSL tests, remove all the water from the access tubes or drilled holes and fill them up with an approved grout.

C.2.13 Acceptance for Constructed Drilled Foundation Shafts

C.2.13.1 General

The engineer will reject any drilled foundation shafts that are not constructed and installed in accordance to these special provisions. Rejected shafts shall be replaced or rectified by the contractor and subject to the acceptance of the engineer. This includes the removal and reinstallation of shafts and construction of additional compensation shafts, at no additional cost to the department.

C.2.13.2 Based on Specifications

The department will only accept drilled shafts for structure foundations that conform to these special provisions. Drilled shafts and related work construction disregarding any specified requirement will not be accepted including:

- a. Drilled shaft excavations constructed out-of-tolerance, as specified in this specification. When repair to an out-of-tolerance shaft is possible, as determined by the engineer, fix the drilled shaft to meet the tolerances before proceeding further with any drilled shaft construction. All repairs must be acceptable to the engineer before the drilled shaft work is resumed.
- b. Excavation of a drilled shaft with slurry not conforming to the QMP, Drilled Shafts special provision.
- c. Drilled shafts exhibiting cuttings from slurry at the drilled shaft bottom showing soft, incomplete, or unclean bottoms, or presenting side sloughing and sedimentation at the bottom.
- d. Shafts with honeycomb intrusions or concrete in which the fines have been washed out or water channels in concrete are present.
- e. Horizontal discontinuity or severe necking in the drilled shaft concrete.
- f. Quarter-moon-shaped soil intrusions on the sides of a drilled shaft.
- g. Folded-in debris inside the drilled shaft.
- h. Drilled shafts for which the mix design has been altered without the acceptance of the engineer, including adding of unauthorized water to a mix design to bring it to certain slump.
- i. Drilled shafts constructed in a manner where concrete placement has failed to meet the required time and tolerances, or the methods of installation did not have the engineer's acceptance.

- j. Drilled shafts constructed with concrete not meeting the minimum 56-day compressive strength (3500-psi) requirement.

C.2.13.3 Based on the PIT or (CSL) Test

CSL and PIT test results will be evaluated by the engineer. If the engineer determines that CSL or the PIT testing indicates significant anomalies or defects, the engineer will direct the contractor to core the shaft(s) at the location(s) of the defect or anomaly. The coring shall be a minimum of NX-sized double tube core barrel. The engineer will determine the number of cores, length(s), location(s), and testing methodology. If the coring or core sample testing results confirm the presence of significant anomalies or defects, the drilled shaft will be determined to be unacceptable and rejected by the engineer. Upon rejection of the shaft(s), submit a remedial action plan to the engineer for correcting the rejected work. The remedial action plan shall include detailed shaft repair or replacement procedures if necessary and will be subject to acceptance by the engineer. Any modifications to the drilled shaft, load transfer mechanisms, and elements affected by the proposed remedial actions will require calculations and working drawings, and shall be made and stamped by a Professional Engineer, registered in the state of Wisconsin.

In the event that the engineer directs the contractor to core through the concrete and the coring and associated core sample tests confirm the presence of anomalies or defects, the cost of coring, hole closure, core sample tests, and all labor and materials to perform the accepted remedial actions shall be provided at no additional cost to the department and with no extension of the contract time originally granted.

In the event that the engineer directs the contractor to core through the concrete and the core or core sample tests do not confirm the presence of anomalies or defects, the cost of the coring, hole closure and associated testing shall be borne by the department.

Frequent defects as determined by the engineer will result in a re-evaluation of the contractor's installation procedure and, depending on the frequency and type of defect, may direct the contractor to change or modify his procedure.

D Measurement

The department will measure Drilled Shaft Foundation (Diameter) of individual shafts by the linear foot, acceptably completed. Longer shafts, larger shaft diameters, additional excavation, and additional concrete placed beyond the limits of the plan dimensions will not be measured for payment unless authorized and agreed to in advance of placement by the engineer.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.4400	Drilled Shaft Foundation 60-Inch	LF

Payment is full compensation for test core/boring including logs, permanent casing, and guide walls; placing and removing temporary working surfaces and/or templates; furnishing and using drilling fluids; furnishing documentation; removing all obstructions; removing concrete due to oversizing, blowouts or protrusions from the face of the shafts; drilling the shafts, handling and disposing of the excavated, augered and cored soils, and any drilling fluids; positioning steel, wheel type spacers and boots; providing and placing the concrete for the drilled shafts to the dimensions and elevations as shown on the plans; and for installing and closing the crosshole logging tubes.

Reinforcement bars are measured and paid under the bid item Bar Steel Reinforcement HS Bridges.

Removal of unknown man-made subsurface obstructions for Drilled Shaft Foundation (Diameter) will be measured and paid for separately under the bid item, Obstructions Drilled Foundation Shaft included in the contract.

71. QMP Drilled Shafts.

A General

Perform this work in accordance to the requirements of standard spec 501, 502, 701, 710 and 715 (conform to QMP Concrete Structures) except as deleted or additionally stipulated herein. This specification applies to all drilled shaft concrete placed under the following bid item:

SPV.0090.4400

Drilled Shaft Foundation 60-Inch

B Materials

B.1 Concrete Mix Physical Requirements

For drilled shaft construction, use high compressive strength concrete, and relatively high cement content in the concrete mix with 590 to 675 pounds of cement per cubic yard. Additives or admixtures, when they are used, shall be clearly indicated. The concrete shall be a flowable, non-segregating concrete mix that does not exhibit rapid slump loss.

Unit Weight of Concrete, AASHTO T 121: Weight must be between 140 to 160 lb/ft³.

Fine and course aggregate shall conform to the requirements of standard spec 501.2.5 except as modified herein.

Fine aggregate shall conform to the following gradation requirements:

Sieve Size	Percent Passing (by weight)
3/8"	100
No. 4	90 – 100
No. 16	45 – 85
No. 50	5 – 30
No. 100	0 – 10
No. 200	0 – 3.5

Coarse aggregates shall conform to the following gradation requirements:

Sieve Size	Percent Passing (by weight)
1/2"	100
3/8"	85 – 100
No. 4	10 – 30
No. 8	0 – 10
No. 16	0 – 5
No. 200	0 – 1.5

Any chemical admixture(s) to be used, other than air-entraining agents or water reducers from the department approved list, must be approved in advance by the engineer and meet the requirements of AASHTO M 194, as documented by independent laboratory test reports.

The adjustment of dosage rates of concrete admixtures will be permitted without requiring a new mix design.

B.2 Slump

The trial mix design for drilled shaft concrete shall include a Slump Loss Graph, or Slump versus Time after Batching. The Slump Loss Graph of a proposed drilled shaft mix design shall illustrate the slump reducing slowly and still exceeding a 5-inch slump two hours after batching. Careful attention to concrete mix designs made with retarders must be exercised. Monitor slump to assure that all concrete placement is completed before any mix begins setting. Operations may need to be adjusted to reduce the number of shafts that are completed during a single pour event.

Adding water to a ready-mix truck is prohibited. In cases in which part of the water of the concrete mix is added at the batch plant and the remaining water is added at the job site, the amount of water to be added at the job site shall be stated on the mix design sheet carried by the ready-mix truck driver. Testing of concrete will then be conducted on the resulting mix, and further water cannot be added at any time to increase the mix slump or to bring the mix to a specific slump. If after all the water permitted in the mix design has been added and the slump is still out of these specifications, the contractor must reject the mix. Repair or replace drilled shafts of questionable concrete design mixes at no additional cost to the department.

The following table presents the ranges for the slump.

	Slump Range in Inches		
	Concrete Placed by Free Falling	Concrete Placed by Tremie	Concrete Placed by Pump
Dry Installation Method			
Uncased or Cased Excavations	7 to 9	8 to 9½	7 to 9½
Wet Installation Method			
Uncased or Cased Excavations	N/A	8 to 9½	7 to 9½

B.3 Slurry

B.3.1 General

Slurry shall be a stable suspension of mineral in potable water or polymer slurry. Maintain a stable suspension at all times. Bentonite slurry shall be mineral slurry of powdered Wyoming or Dakota bentonite, with density, viscosity, and pH as specified in the table below:

Property at 68°F Units	At the Time of Slurry Introduction into the Drilled Shaft	Before Concrete Placement in the Drilled Shaft	Test Method
Density in Fresh Water (lb/ft ³) (a)	64 to 69	64 to 75	Density Balance
Viscosity (seconds per quart)	28 to 45	28 to 45	Marsh Funnel
pH	7 to 11	7 to 11	pH paper or meter
Sand Content (%) (b)	4 maximum	10 maximum	200 Sieve Retain

- (a) At time of concreting, sand content shall not exceed 10 percent (by volume) at any point in the drilled shaft excavation; test for sand content as determined by the American Petroleum Institute.
- (b) Bentonite slurry shall be disposed of offsite in an approved manner as accepted by the WDNR.

The contractor may adjust the range of slurry properties when field trials and field tests show that modifications are necessary to bring the slurry to specifications.

Polymer slurry shall be a suspension of powdered polyacrylamide or vinyl polymer with the following characteristics:

Property at 68°F Units	At the Time of Slurry Introduction into the Drilled Shaft	Before Concrete Placement in the Drilled Shaft	Test Method
Density in Fresh Water (lb/ft ³) (a)	63 or less	63 or less	Density Balance
Viscosity (seconds per quart)	50 minimum	50 minimum	Marsh Funnel
pH	8 to 11	8 to 11	pH paper or meter
Sand Content (%)	2 maximum	10 maximum	200 Sieve Retain

- (a) At time of concreting, sand content shall not exceed 10 percent (by volume) at any point in the drilled shaft excavation; test for sand content as determined by the American Petroleum Institute.

Obtain slurry samples from the midpoint and bottom of each drilled shaft prior to the placement of the reinforcing steel. Correct the slurry as necessary to meet the specification requirements.

B.3.2 Tests

To ensure that the results are within the ranges stated in the table above, perform the following tests on the mineral slurry supplied to the drilled shaft excavation at different depths within the drilled shaft using a slurry sampler.

B.3.2.1 Wisconsin Method of Test for Density of Slurry (Mud Weight)

Density shall be measured at 68°F. This test is identical to ASTM D 4380 except that the mineral slurry to be tested shall consist of processed attapulgite or bentonite clays, and the temperature of the slurry (using a 0-105°C thermometer) shall be measured and recorded on the drilling Mud Report form.

B.3.2.2 Wisconsin Method of Test for Viscosity of Slurry

The viscosity shall be measured at 68°F or a constant temperature with the Marsh Cone Method.

B.3.2.2.1 Scope

The Marsh Funnel or Marsh Cone is used to measure viscosity of drilling fluids. This test method has been adapted from Section 2 of the American Petroleum Institute (API) Recommended Practice FM8-RP13B-1: Standard Procedure for Field Testing Water-Based Drilling Fluids (FM 8-RP13B-1). Use of a direct-reading viscometer has been eliminated.

B.3.2.2.2 Equipment

Marsh Funnel: A Marsh Funnel is calibrated to out-flow 946 mL (one quart) of fresh water at a temperature of $21 \pm 3^{\circ}\text{C}$ ($70 \pm 5^{\circ}\text{F}$) in 26 ± 0.5 seconds. A graduated cup is used as a receiver.

Specifications:

Funnel Cone Length	305 mm (12.0 in.)
Diameter	152 mm (6.0 in.)
Capacity to bottom of screen	1500 mL
Orifice Length	50.8 mm (2.0 in.)
Inside Diameter	4.7mm (3/16 in.)
Screen	12 mesh
Has 1.6 mm (1/16 in.) openings and is fixed at a level 19.0 mm (3/4 in.)	

B.3.2.3 Wisconsin Method of Test for Sand Content of Slurry

B.3.2.3.1 Scope

The sand content of mud is the volume percent of particles larger than 74 microns. It is measured by a sand-screen set. This test method has been adapted from Section 5 of the American Petroleum Institute (API) Recommended Practice 13B-1: standard Procedure for Field Testing Water-Based Drilling Fluids (RP13B-1).

B.3.2.3.2 Equipment

200-mesh sieve, 63.5 mm (2.5 in.) in diameter.

Funnel to fit sieve.

Glass measuring tube marked for the volume of mud to be added. The tube is graduated from 0 to 20 percent in order to read directly the percentage of sand.

B.3.2.3.3 Procedure

Fill the glass measuring tube with mud to the “mud” mark. Add water to the next mark. Close the mouth of the tube and shake vigorously. Pour the mixture onto the clean, wet screen. Discard the liquid passing through the screen. Add more water to the tube, shake, and again pour onto the screen. Repeat until the tube is clean. Wash the sand retained on the screen to free it of any remaining mud.

Put the funnel upside down over the top of the sieve invert. Slowly tip the assembly and insert the tip of the funnel into the mouth of the glass tube. Wash the sand into the tube by playing a fine spray of water through the screen. Allow the sand to settle. From the graduations on the tube, read the volume percent of the sand.

Report the sand content of the mud by percent volume. Report the source of the mud sample, i.e. above shaker, suction pit, etc. Coarse solids other than sand will be retained on the screen (e.g., lost circulation material) and the presence of such solids should be noted.

B.3.2.4 Wisconsin Method of Test for pH of Slurry

pH shall be measured by the Electric pH meter or pH indicator paper strips.

B.3.2.4.1 Scope

Field measurement of drilling fluid (or filtrate) pH and adjustments to the pH are fundamental to drilling fluid control. This test method has been adapted from Section 7 of the American Petroleum Institute (API) Recommended Practice 13B-1: Standard Procedure for Field Testing Water-Based Drilling Fluids (RP 13B-1).

The recommended method for pH measurement of drilling fluid is with a glass electrode pH meter. This method is accurate and gives reliable pH values, being free of interference if a high quality electrode system is used with a properly designed instrument. Rugged pH instruments are available that automatically temperature compensate the slope and are preferred over the manually adjusted instruments.

NOTE: Color matching pH paper and sticks are used for field pH measurements, but are not the methods recommended. These methods are reliable only in very simple water muds. Mud solids, dissolved salts and chemicals, and dark-colored liquids cause serious errors in pH paper values. Readability is normally about 0.5 pH unit.

B.3.2.4.2 Equipment

pH meter: millivolt range potentiometer calibrated to show pH units for measuring the potential between a glass-membrane electrode and a standard “reference” electrode. The instrument is (preferred) to be water, shock, and corrosion-resistant and portable.

Specifications are:

- pH range: 0 to 14.
- Electronics type: solid state (preferred).
- Power source: batteries (preferred).
- Operating temperature range: 0-66°C (32-150°F).
- Readout: digital (preferred).
- Resolution: 0.1 pH unit.
- Accuracy: ± 0.1 pH unit.
- Repeatability: 0.1 pH unit.

Adjustments:

- “Temperature” compensation of electrode system.
- “Slope” of electrode system (preferred).
- “Calibration” setting of readout. (Instrument with the above internal temperature compensation is preferred.)

Electrode system: A combination system of a glass electrode for sensing H^+ ions and a standard voltage reference electrode, constructed as a single electrode (preferred). Body of this probe should be constructed of durable material. A flat-end probe is preferred for better protection and easier cleaning of the electrode. Waterproof connection to the meter is recommended.

Specifications are:

- Glass pH electrode response range: 0 to 14 pH unit.
- Electrodes: a glass electrode and a silver/silver chloride electrode in combination, having a ceramic or a plastic single or double junction.
- Electrolyte in reference electrode: KCl gel.
- Glass composition: suitable for low sodium ion error.
- Sodium ion error: at pH = 13 or at 0.1 mole Na^+ ion, an error less than 0.1 pH unit.
- Buffer solutions: three solutions to calibrate and set slope of pH meter prior to sample measurement.
- pH = 4.0: potassium hydrogen phthalate at 0.05 molar in water. Gives 4.01 pH at 24°C (75°F).

- pH = 7.0: potassium dihydrogen phosphate at 0.02066 molar and disodium hydrogen phosphate at 0.02934 molar in water. Gives 7.00 pH at 24°C (75°F).
- pH = 10.0: sodium carbonate at 0.025 molar and sodium bicarbonate at 0.025 molar in water. Gives 10.01 pH at 24°C (75°F).

NOTE: Buffers may be obtained from supply houses as pre-made solution, dry-powder packages, or a given formula, but must duplicate National Bureau of Standards primary or secondary buffers. Shelf life of all buffers not to exceed six months. Date of preparation of buffer should be shown on bottles used in the field. Bottles should be kept tightly stoppered. Distilled or deionized water: in spray bottle.

Soft tissues: to blot electrodes.

Thermometer: glass, 0-150°C (32-220°F).

Accessory equipment: Soft-bristle test tube brush: to clean electrode.

Mild liquid detergent: Ivory, or equivalent.

Electrode storage vial: to keep electrode moist.

Sodium hydroxide: 0.1 molar (approximately); to recondition electrode.

Hydrochloric acid: 0.1 molar (approximately); to recondition electrode.

Ammonium bifluoride: 10% solution (approximately); to recondition electrode.

CAUTION: This is a strong and toxic acid.

Hydrofluoric acid: ACS reagent grade.

CAUTION: This is a strong acid.

B.3.2.4.3 Procedure – pH Measurement

Obtain sample of fluid to be tested. Allow it to reach 24±3°C (75±5°F). Allow buffer solution to also reach the same temperature as the fluid to be tested.

NOTE: For accurate pH measurement; the test fluid, buffer solution, and reference electrode must all be at the sample temperature. The pH of the buffer solution indicated on the container label is the correct pH only at 24°C (75°F). If attempting to calibrate at another temperature, the actual pH of the buffer at this temperature must be used. Tables of buffer pH values at various temperatures are available from the suppliers and should be used in the calibration procedure.

Clean electrodes by washing with distilled water and blot dry. Place probe into pH 7.0 buffer.

Turn on meter; wait 60 seconds for reading to stabilize. Measure temperature of pH 7 buffer solution. Set this temperature on “temperature” knob. Set meter reading to “7.0” using “calibration” knob. Rinse probe with distilled water and blot dry.

Repeat operations using either pH 4.0 or pH 10.0 buffer. Use pH 4.0 if “acidic” sample, or pH 10.0 if “alkaline” sample is to be tested. Set meter to number “4.0” or “10.0” respectively, using “slope” adjustment knob. (If no “slope” knob exists, use the “temperature” knob to set “4.0” or “10.0” on meter). Check the meter with pH 7 buffer again. If it has changed, reset to “7.0” with “calibration” knob. Repeat procedures to ensure equipment is properly calibrated.

NOTE: Discard and do not reuse the sample of buffer solutions used in calibration. Meter should be fully calibrated every day using two buffers. Check with pH 7 buffer every three hours. If meter calibrates properly, rinse electrode with distilled water and blot dry. Place electrode in sample to be tested and stir gently. Allow 60 to 90 seconds for reading to stabilize.

Record sample pH to nearest 0.1 pH unit and the temperature of sample tested. Carefully clean the electrode in preparation for next usage. Store in vial of pH 4 buffer. NEVER let the probe tip become dry. Turn meter off and close cover to protect instrument. Avoid storing instrument at extreme temperatures (below 0°C (32°F) or above 49°C (120°F)).

Care of Electrode: Cleaning the electrode will be necessary periodically, especially if oil or clay particles coat the face of the glass electrode or the porous frit of the reference electrode. Clean electrode with a soft-bristle brush and a mild detergent. Reconditioning the electrode may be necessary if plugging becomes sever, as indicated by slow response, drifting of readings, or if “slope” and “calibration” cannot be mutually set. Recondition by soaking electrode for 10 minutes in 0.1 M HCl followed by rinsing in water and soaking for 10 minutes in 0.1 M NaOH and rinsing again. Check electrode for response by performing calibration. If electrode continues to perform poorly, soak electrode for two minutes only in 10% NH₄F · HF solution. (CAUTION: This is strong and toxic acid). Replace electrode system if above steps fail to recondition it.

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Drilled Shafts

Costs for all sampling, testing, and documentation required under this special provision and all other associated work are incidental to the work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay.

72. Conduit Special HDPE 2-Inch, SPV.0090.1025.

A Description

This special provision describes furnishing and installing conduit for street lighting through the use of directional boring methods.

B Materials

Furnish high-density polyethylene (HDPE) smooth, solid-wall conduit rated for outdoor and underground use. Ensure that the HDPE is burn resistant and conforms to ASTM F2160. Use the size shown on the plans with a size-to-diameter ratio (SDR) of 13.5 and conforming to the following:

NOMINAL INSIDE DIAMETER
2 inches

NOMINAL OUTSIDE DIAMETER
2.375 inches

The construction and testing of the conduit shall comply with all applicable EIA/TIA, ANSI, and STM standards.

C Construction

Install the conduit by jacking, boring, auguring or other engineer approved methods that do not disturb the existing overlying pavement, curb and gutter, or sidewalk. Use conduit suitable for the installation method used. Repair all pavement, curb and gutter or sidewalk that the engineer determines damaged by the installation. Repairs to conduit are not allowed. Remove broken, chipped, cracked, or impaired lengths of conduit and replace with new materials. Do not install conduit above ground or on structures.

D Measurement

The department will measure Conduit Special HDPE 2-Inch by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.1025	Conduit Special HDPE 2-Inch	LF

Payment is full compensation for providing, hauling, and installing all materials including conduit and caps; for removals of concrete or asphalt surfaces; for furnishing all excavating, bedding, backfilling, and restoration of ground to acceptably safe conditions including temporary concrete or asphalt, topsoil seed and mulch, or other required materials; for disposing of surplus materials; and for making inspections.

73. Cable Type UF 2-14 AWG, Item SPV.0090.3001.

A Description

This work shall consist of furnishing and installing cable for confirmation lights and making all connections as shown on the plans and as hereinafter provided.

B Materials

Revise standard spec 655 with the following:

Supplement standard spec 655.3.4 with the following:

When lighting is installed in conjunction with traffic signals, conductors from the traffic signal control cabinet to the confirmation light(s) shall be Cable Type UF, 2 conductor without ground, solid copper conductor, size No. 14.

C Construction

Furnish and install Cable Type UF 2-14 AWG for traffic signals.

D Measurement

Cable Type UF 2-14 AWG shall be measured by the linear foot of cable, complete in place.

E Payment

Cable Type UF 2-14 AWG will be paid for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.3001	Cable Type UF 2-14 AWG	LF

Payment shall be full compensation for furnishing and installing cable; for making all connections; for furnishing and installing all connectors, including wire nuts, splice kits, tape, insulating varnish or sealant and ground lug fasteners, and for testing.

74. Install Camera Power Cable, Item SPV.0090.3002; Install Cat-5e Cable, Item SPV.0090.3003.

A Description

This special provision describes the transporting and installing of state furnished Camera Power Cable, Cat-5e Cable, and Ethernet repeaters.

B Materials

Pick up the state furnished Camera Power Cable, Cat-5e cable, and Ethernet repeaters at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical field unit at (414) 266-1170 to make arrangements for picking up the department furnished materials at least five working days prior to material pick-up.

Furnish all other necessary materials (connectors including wire nuts, splice kits, tape, insulating varnish or sealant and ground lug fasteners) ensuring all materials are in compliance with the WisDOT Qualified Electrical Products List.

C Construction

Install the Cat-5e Cable from the video detection cameras to the cabinet. Provide an extra 6-foot loop of cable in each pull box. Cat-5e Cable runs longer than 300-feet require an Ethernet repeater. Provide an extra 12-foot loop of cable at locations provided by the engineer and install the state furnished Ethernet repeaters per the manufacturer's specifications. Terminate the Ethernet cable ends in the cabinet, at the video detection camera, and at the locations of any required Ethernet repeaters per the manufacturer's specifications. Each run of Ethernet cable must be terminated at both ends. All open field ends shall be taped and covered with a sealant according to standard spec 655.3.1.

Mark the cabinet end of the Camera Power Cable and Cat-5e Cable appropriately to indicate the equipment label (i.e. V1, V2, etc.) in the traffic signal control cabinet. Neatly coil a minimum of 15-feet of extra cable in the traffic signal cabinet for connection to the traffic signal cabinet equipment by others.

Submit an Ethernet Cable Test Procedure to the department 30 days prior to camera installation. The department will approve the test procedure within 30 days of the date received and provide a written approval.

Resubmit rejected test procedures within 15 days of notification. The department will provide written approval of resubmitted test procedures within 30 days of the date received.

Perform an Ethernet Cable Test conforming to the approved Ethernet Cable Test Procedure on each run of Ethernet cable (cabinet to camera, cabinet to Ethernet repeater, Ethernet repeater to camera). Test the Ethernet cable at a minimum for the following: 1000BASE-T, 100BASE-TX, 10BASE-T, Voice Over IP, Wiremap, Telco, and Length. Submit five copies of the test results to the department for approval. Notify the department of any cable that fails testing. If the Ethernet cable fails testing due to cable terminations, replace the terminations and re-test the cable. If the Ethernet cable fails testing due to the cable itself, re-install any failed Ethernet cable. Re-terminate the ends and re-test any Ethernet cable until it passes all testing procedures.

Connect the Ethernet cables to the video detection cameras and Ethernet repeaters per the manufacturer's specifications once all cable has passed testing. Connect the camera power cable to the video detection cameras. Neatly coil and secure the Ethernet cable and camera power cable in the traffic signal cabinet for connection to the adaptive traffic signal cabinet equipment by others.

Notify department's Electrical field unit at (414) 266-1170 upon installation completion at each intersection.

D Measurement

The department will measure Install Camera Power Cable and Install Cat-5e Cable by the linear foot of cable, 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.0090.3002	Install Camera Power Cable	LF
SPV.0090.3003	Install Cat-5e Cable	LF

Payment is full compensation for transporting and installing the Video Camera Power Cable, Cat-5e Cable, and Ethernet Repeaters; for making all connections; for furnishing and installing all connectors, including wire nuts, splice kits, tape, insulating varnish or sealant and ground lug fasteners; for terminating, testing, and connecting the Ethernet cables; and for terminating and connecting the camera power cable.

75. Survey Project 2030-14-70, Item SPV.0105.0001.

A Description

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

Replace standard spec 105.6.1(2) with the following:

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

Replace standard spec 650.1 with the following:

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

- storm sewer
- subgrade
- base
- curb
- gutter
- curb and gutter
- curb ramps
- pipe culverts
- drainage structures
- structure layout
- bridges
- pavement
- pavement markings (temporary and permanent)
- barriers (temporary and permanent)
- freeway and local street lighting
- electrical installations
- supplemental control
- slope stakes
- traffic signals
- ITS
- FTMS
- utilities
- conduit
- traffic control items

B (Vacant)

C Construction

Supplement standard spec 650.3.1 (5) with the following:

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

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

Replace standard spec 650.3.1(6) with the following:

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

- Raw data files
- Digital stakeout reports
- Control check reports
- Supplemental control files (along with method used to establish coordinates and elevation)
- Calibration report

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

Replace standard spec 650.3.3.1 with the following:

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

Replace standard spec 650.3.3.3.4.1 with the following:

The department will provide the contractor staking packet as described in the Construction and Materials Manual (CMM) 7.10. At any time after the contract is awarded, the available survey and design information may be requested. The department will provide that information within 5 business days of receiving the contractor's request. The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

Supplement standard spec 650.3.3.3.6.2 with the following:

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

D Measurement

Replace standard spec 650.4 with the following:

(1) The department will measure Survey Project 2030-14-70 as a separate single lump sum unit, acceptably completed.

E Payment

Replace standard spec 650.5 with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.0001	Survey Project 2030-14-70	LS

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

sef-650-005 (20171004)

76. Transport and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads IH 94 EB Off Ramp & STH 100, Item SPV.0105.3001.

A Description

This special provision describes the transporting and installing of department furnished Emergency Vehicle Preemption (EVP) Detector Heads and mounting brackets.

B Materials

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

C Construction

Install the EVP detector heads as shown on the plans. The department will determine the exact location to ensure that the installation does not create a sight obstruction. Mount the EVP detector heads and wire them per manufacturer instructions. For a cabinet that is not

operating the signal, the contractor will terminate the ends and install the discriminators and card rack in the cabinet. If the cabinet is operating the signal, the cabinet wiring will be done by the department

Notify the department's Electrical shop at (414) 266-1170 upon completion of the installation of the Emergency Vehicle Preemption (EVP) Detector Heads.

D Measurement

The department will measure Transport and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads as a single lump sum unit of work in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.3001	Transport and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads IH 94 EB Off Ramp & STH 100	LS

Payment is full compensation for transporting and installing of department furnished Emergency Vehicle Preemption (EVP) Detector Heads and mounting brackets.

77. Transport and Install State Furnished Radar Detection System IH 94 EB Off Ramp & STH 100, Item SPV.0105.3002.

A Description

This special provision describes the transporting and installing of department furnished Radar Detection System on monotube poles or arms.

B Materials

Pick up the department furnished Radar System at the department's electrical shop located at 935 South 60th Street, West Allis. Notify the department's electrical field unit (EFU) at (414) 266-1170 to make arrangements for picking up the department furnished materials at least five working days prior to material pick-up.

C Construction

Install the department furnished pole/arm mounting brackets, extension arms (if required), and radar units per manufacturer recommendations in the locations determined by the department.

Install the power and communication cable to run continuously (without splices) from the traffic signal cabinet to the pole handhole plus an additional 16-feet in each pull box and an extra 10-feet in the pole handhole. Install the detector unit cable whip from the detector unit to the pole handhole. Splice the detector unit cable whip to the power and communication cable in the pole handhole using the provided junction box.

Mark each end of the lead in the traffic signal cabinet and each cable in the pole handhole to indicate the equipment label (i.e. RA1, RA2, etc.) on the plans. For a cabinet that is not operating the signal, the contractor will terminate the ends. If the cabinet is operating the signal, the cabinet wiring will be done by the department.

Notify department's Electrical Shop at (414) 266-1170 upon completion of the installation and aiming of the radar units.

Notify the department at least five working days prior to the date of programming. Assist the department with fine adjusting of the radar units during the radar system programming, if necessary.

D Measurement

The department will measure Transporting and Installing State Furnished Radar Detection System as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.3002	Transport and Install State Furnished Radar Detection System IH 94 EB Off Ramp & STH 100	LS

Payment is full compensation for transporting and installing the radar detection system, cable, mounting hardware, and radar units; assisting the department and vendor during the radar system programming.

78. Transport and Install State Furnished Adaptive Traffic Signal Equipment IH 94 EB Off Ramp & STH 100, Item SPV.0105.3003.

A Description

This special provision describes the transporting and installing of department furnished Adaptive Traffic Signal Cameras and mounting hardware.

B Materials

Pick up the department furnished Adaptive Traffic Signal Cameras and mounting hardware at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical field unit at (414) 266-1170 to make arrangements for picking up the department furnished materials at least five working days prior to material pick-up.

Furnish all other necessary materials (connectors including wire nuts, splice kits, tape, insulating varnish or sealant and ground lug fasteners) ensuring all materials are in compliance with the WisDOT Qualified Electrical Products List.

C Construction

Notify the department's Electrical field unit at (414) 266-1170 at least five working days prior to the installation of the cameras.

Contact the department's Electrical field unit at (414) 266-1170 to coordinate the locations of the cameras at least five working days prior to installation. Install the pole/arm mounting bracket, extension arm (if required) and cameras as shown on the plans (the final determination of location will be made by the department's electrical personnel to ensure best line of sight) per manufacturer recommendations.

Assist the department and vendor with aiming and programming the cameras during the adaptive traffic signal turn-on. The department will schedule the adaptive traffic signal turn-on and provide notification a minimum of five working days prior to turn-on.

D Measurement

The department will measure Transport and Install State Furnished Adaptive Traffic Signal Equipment (location) as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.3003	Transport and Install State Furnished Adaptive Traffic Signal Equipment IH 94 EB Off Ramp & STH 100	LS

Payment is full compensation for transporting and installing the State Furnished Adaptive Traffic Signal System cameras and mounting hardware; and for assisting the vendor and department with aiming and programming the cameras.

79. Covering Traffic Signal Equipment IH 94 EB Off Ramp & STH 100, Item SPV.0105.3004.

A Description

This special provision describes covering existing permanent traffic signal equipment during construction.

B Materials

Hood materials shall be burlap, canvas, nylon or other materials approved by the engineer and black in color. Plastic trash bags or similar materials are not acceptable. The hood shall cover the entire face of the traffic signal head to the rim of the backplate, if present, and completely cover the pedestrian push button and pedestrian push button sticker and/or sign. The hoods must not damage the existing traffic signal equipment.

The hoods must be securely fastened to the existing traffic signal equipment with nylon rope, straps or other materials approved by the engineer. Tape or similar materials are not acceptable. The straps must not damage the existing traffic signal equipment.

C Construction

Notify the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the required deactivation of the permanent traffic signal equipment.

Hood the permanent traffic signal heads immediately upon the deactivation of the equipment. Cover the entire face of the signal head to the rim of the backplate and cover the pedestrian push button and pedestrian push button sticker and/or sign with the approved cover materials. Securely fasten the hood to the existing traffic signal equipment with the approved materials. Ensure that the traffic signal indications are not visible.

The hoods must be maintained until the permanent traffic signal equipment is reactivated.

Remove the traffic signal hoods upon project completion.

D Measurement

The department will measure Covering Traffic Signal Equipment (Location), furnished, installed, and completely operational, as a single complete lump sum unit of work per intersection, complete in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.3004	Covering Traffic Signal Equipment IH 94 EB Off Ramp & STH 100	LS

Payment is full compensation for furnishing and installing all required traffic signal hoods, materials, and supplies; for maintaining the traffic signal hoods; for removing the traffic signal hoods; and for cleaning up and properly disposing of waste.

80. Temporary EVP System IH 94 EB Off Ramp & STH 100, Item SPV.0105.3005.

A Description

This special provision describes furnishing, installing, and maintaining temporary EVP systems at the temporary signalized intersection as shown in the plans.

B Materials

Furnish an emergency vehicle preemption system compatible with the City of West Allis and City of Wauwatosa systems and users.

C Construction

The Temporary EVP System, as shown in the temporary traffic signal plans or as directed by the engineer, shall be complete in place, tested, and in full operation during each stage and sub-stage of construction.

Install the temporary EVP system as shown in the plans and according to the manufacturer's recommendations. Determine a suitable location for the temporary EVP detectors for each stage and sub-stage of construction. Detectors may be mounted on the temporary traffic signal span wire or wood poles. Relocate the temporary EVP detectors to a suitable location if construction activities and/or construction staging changes impede the detector operation. Arrange for testing of equipment prior to acceptance of the installation for each construction stage.

All cables associated with the temporary EVP system shall be routed to the cabinet. Each lead shall be appropriately marked as to which EVP channel it is associated.

Periodic adjustment and/or moving of the temporary EVP detectors may be required due to changes in traffic control, staging, or other construction operations.

Ensure that the temporary EVP system stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

Remove the temporary EVP system upon project completion.

Provide the engineer records of all EVP settings used during construction.

D Measurement

The department will measure Temporary EVP System (Location), furnished, installed, and completely operational, as a single complete lump sum unit of work per intersection, complete in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.3005	Temporary EVP System IH 94 EB Ramps & STH 100	LS

Payment is full compensation for furnishing and installing all required equipment, materials, and supplies; for maintaining and changing the EVP detectors to match the plans, traffic control, and construction staging; for relocating the temporary EVP detectors due to construction activities, if required; for testing the EVP system for each stage and sub-stage of construction; for periodically cleaning all temporary EVP detectors; for removing the temporary EVP system; and for cleaning up and properly disposing of waste.

81. Water for Seeded Areas, Item SPV.0120.0001.

A Description

This special provision describes furnishing, hauling and applying water to seeded areas as directed by the engineer, and as hereinafter provided.

B Materials

When watering seeded areas, use clean water, free of impurities or substances that might injure the seed.

C Construction

If rainfall is not sufficient, keep all seeded areas thoroughly moist by watering or sprinkling. Water for 30 days after seed placement or as the engineer directs. Apply water in a manner to preclude washing or erosion. The topsoil shall not be left un-watered for more than 3 days during this 30-day period unless the engineer determines that it is excessively wet and does not require watering. The equivalent of one inch of rainfall per week shall be considered the minimum.

Apply water in a manner to preclude washing or erosion.

D Measurement

The department will measure Water for Seeded Areas by volume by the thousand gallon units (MGAL), acceptably completed. The department will determine volume by engineer-approved meters or from tanks of known capacity.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0120.0001	Water for Seeded Areas	MGAL

Payment is full compensation for furnishing, hauling, and applying the water.

82. Vibration Monitoring, Item SPV.0135.0001.

A Description

This special provision describes developing a vibration monitoring plan, deploying seismographs for continuous monitoring and recording, documentation, and reporting.

B (Vacant)

C Construction

C.1 General

Vibration Monitoring establishes vibration recordings at the closest affected locations. This spans the entire duration of operations for various vibration inducing activities identified within this special provision unless monitored readings are sufficiently below

nuisance limits in Figure 1 and engineer determines that continued monitoring will be at the contractor's discretion.

C.2 Equipment

Use a seismograph meeting the requirements of Wisconsin Department of Safety and Professional Services SPS307.43. Use monitoring equipment with an instantaneous alert notification system that consists of a text message or an e-mail alert message automatically sent directly to the engineer any time the nuisance limits in Figure 1 are exceeded.

C.3 Preconstruction Survey

The engineer will conduct preconstruction surveys of structures that may be potentially affected by vibration before any work. The engineer will visually inspect and record all existing defects in the structures before construction. Photographs or video may be used to assist in documentation.

The contractor may conduct and document pre-construction surveys of any additional nearby buildings or structures not identified by the engineer. Provide results to engineer before construction. Any damage resulting from excessive vibration-causing operations or claims of damage during construction is the responsibility of the contractor to resolve.

C.4 Monitoring Plan

Submit a monitoring plan that includes the following:

- Location of each vibration-inducing activity to be monitored
- Locations at which the approved seismographs will be placed
- Anticipated vibration levels at the closest building(s) or other sensitive facility during the various activities
- Anticipated monitoring duration for each monitoring location
- Maximum allowable vibration limits
- Mitigation plan to reduce potentially excessive vibration levels to acceptable limits.

Obtain the engineer's acceptance seven calendar days before any vibration-inducing activity for the project.

C.5 Monitoring and Recording

Monitor the following operations:

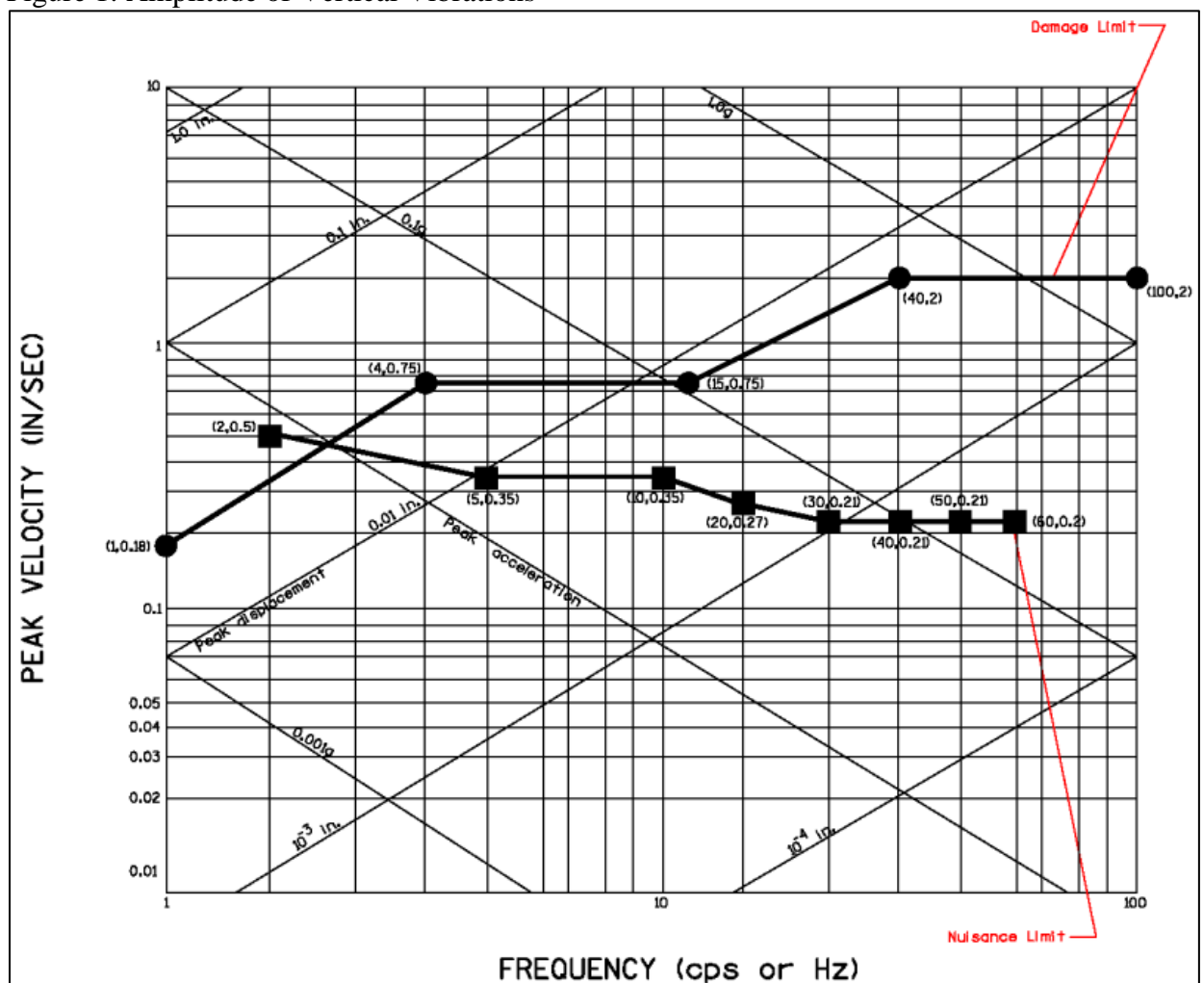
- Bridge and sign bridge pile driving or bridge demolition
- Sheet pile installation and removal
- MSE wall compaction
- Asphalt compaction
- Pavement breaking
- All compaction activities utilizing large vibratory rollers
- Any other activities that may cause vibration damage to adjacent buildings, structures, or utilities.

Ensure that a qualified person operates and continuously monitors the vibration monitoring equipment. If any vibration levels exceed the nuisance levels shown, immediately halt the vibration-inducing work, and notify the engineer.

Monitor between the construction vibration source and the closest structure or other sensitive facility subject to vibration damage, and as close as practical to the subject structure or facility. Monitor vibration levels according to Figure 1 and SPS 307.43.

Compare the measured peak particle velocity and frequency data to the nuisance limits specified in Figure 1. Record peak particle velocity and frequency in three mutually perpendicular directions.

Figure 1: Amplitude of Vertical Vibrations



C.6 Reporting

Furnish a weekly bound report of data recorded at each location to the engineer by 4:00 PM CST every Friday. Additionally, provide a separate daily report documenting any work that was halted before the next vibration-causing workday. Include the following in both reports:

- Date vibration monitoring operations began for each location with an associated compilation of total days currently monitored at each site.
- Identification of vibration inducing activities monitored each day at each location
- Serial number of vibration monitoring instrument used and record of latest calibration.
- Description of contractor's equipment.
- Name of qualified observer and interpreter.
- Distance and direction of recording station from vibration source.
- Surficial material type at recording station.
- Principal frequency and particle velocity in each component direction.
- Copy of records of seismograph readings, dated and signed by the person qualified to perform vibration monitoring.
- Contractor documentation of any operational changes necessary to reduce vibration levels below nuisance levels.

D Measurement

The department will measure Vibration Monitoring by months, or partial months where applicable, for each seismograph monitoring site, 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.0135.0001	Vibration Monitoring	MON

Payment of the item Vibration Monitoring is full compensation for providing, setting up and removal of recording unit, an approved vibration monitoring plan, continuous monitoring and recording vibrations, and reporting. No payment for Vibration Monitoring will be made without agreement on recommended locations. Continued monitoring at locations where readings are sufficiently below nuisance limits will be at the contractor's expense.

Any pre-construction surveys of additional nearby buildings or structures not identified by the engineer will be conducted at no additional cost to the department.
sef-999-050 (20170310)

83. Longitudinal Grooving Bridge Deck, Item SPV.0165.4700.

A Description

Provide 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 1/2-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.0165.4700	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.

84. Topsoil Special, Item SPV.0180.0200.

A Description

This special provision section describes furnishing, placing, spreading, and finishing humus-bearing soil, adapted to sustain plant life, commonly known as topsoil, from locations the contractor furnishes beyond the limits of the right-of-way.

This special provision also describes removing topsoil from the sites of proposed roadway excavations and embankments in quantities and depths available and necessary to cover the work slopes. This work also includes reclamation, placing, spreading, and finishing of this topsoil.

B Materials

Furnish material that is relatively free from large roots, sticks, weeds, brush, stones, litter, and waste products.

Furnish material, either obtained offsite, or material obtained within project limits, consisting of loam, sandy loam, silt loam, silty clay loam, or clay loam humus-bearing soils adapted to sustain plant life. Do not use surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of NR 40 listed plants and noxious weeds or other undesirable vegetation. Ensure that the material conforms to the following:

Topsoil Requirements	Minimum Range	Maximum Range
Material Passing 2.00 mm (#10) Sieve ^[1]	90%	100%
PH Range	6.0	7.0
Organic Matter ^[2]	5%	20%
Clay	5%	30%
Silt	10%	70%
Sand and Gravel	10%	70%

^[1] See standard spec 625.3.3 for sieve requirements when using either sod or seed mixture 40.

^[2] Organic matter determined by loss on ignition test of samples oven dried to constant weight at 212 F (100 C).

C Construction

C.1 Preparing the Roadway for Topsoil

Undercut or underfill all areas designated to receive topsoil to a degree that if covered to the required depth with topsoil the finished work conforms to the required lines, grades, slopes and cross sections the plans and drawings show.

C.2 Processing Topsoil

Mow topsoil procurement areas to a height of approximately 6 inches. Remove litter such as brush, rock, and other materials that will interfere with subsequent vegetation establishment.

Strip off the humus-bearing soil. Take care to minimize removing the underlying sterile soil. Then stockpile the topsoil on the right-of-way or place it directly on the designated areas.

Obtain topsoil from embankment areas outside the roadway foundation only if that additional material is required to cover the slopes, and conforms to the requirements of section B in this special provision. Use excess topsoil on the project or dispose of as specified in standard spec 205.3.12.

C.3 Placing Topsoil

After preparing and finishing the areas designated for topsoil to the required lines, grades, slopes and cross section, place and spread the topsoil to a uniform depth as the plans show or the contract requires. If no depth is shown, place and spread the topsoil to a minimum depth of 4 inches in rural areas and a minimum depth of 6 inches in urban areas, or as the engineer designates.

Break down all clods and lumps using appropriate equipment to provide a uniformly textured soil.

Where using either sod or seed mixture 40 ensure that, for the upper 2 inches, 100 percent of the material passes a one-inch sieve and at least 90 percent passes the No. 10 sieve.

Remove rocks, twigs, foreign material, and clods that cannot be broken down. Dress the entire surface to present a uniform appearance. The engineer will not require rolling.

If light sandy soils are covered with heavier clay bearing loam topsoil, then mix or blend the two types of soils to a more or less homogeneous mixture by using the appropriate equipment.

D Measurement

The department will measure Topsoil Special, acceptably completed by the square yard. The measured quantities shall equal the actual number of square yards of topsoiled area to the depth specified within the limits of construction designated on the plans, or in the contract, or as the engineer directs.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.0200	Topsoil Special	SY

Payment for Topsoil Special is full compensation for removing, stockpiling, reclaiming, providing, processing, excavating, loading, hauling, and placing this material; and for undercutting excavations, or underfilling embankments necessary to receive this material. The department will make no allowance, adjustment, or measurement for payment under the Excavation bid items for undercutting cut sections, underfilling embankments, or deductions for materials obtained from areas of cut sections.

If an area is damaged by erosion after partial acceptance, the department will pay for restoring topsoil in these areas at a unit price determined by multiplying the contract unit price bid for Topsoil multiplied by 3, the department will pay for restoration under the Restoration Post Acceptance Topsoil administrative item.

The department will not pay for removing topsoil from outside the roadway foundation in embankment areas unless that material is necessary to cover the slopes.
sef-625-005 (20170310)

85. Clean Abutment Seats, Item SPV.0180.4750.

A Description

This special provision describes cleaning dirt and debris from existing abutment seats.

B (Vacant)

C Construction

Clean the exposed horizontal surfaces of the abutment seats to remove all accumulated dirt, debris, and loose particles by either brooming and water pressure, or by water and air pressure.

Implement necessary procedures to contain and collect waste materials and to minimize debris dropping onto the surfaces below. Properly dispose of waste materials in a manner satisfactory to the engineer.

D Measurement

The department will measure Clean Abutment Seats by the square yard, 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.0180.4750	Clean Abutment Seats	SY

Payment is full compensation for cleaning abutments seats: containing and collecting the dirt and debris; and for properly disposing of all materials.

86. Management of Solid Waste, Item SPV.0195.0700.

A General

A.1 Description

This work will conform with the requirements of Standard spec 205; to pertinent parts of the Wisconsin Administrative Code, Chapters NR 700-736 Environmental Investigation and Remediation of Environmental Contamination; Wisconsin Administration Code, Chapters NR 500-538, Solid Waste; and as shown on the plans and as supplemented herein.

Soil containing semi-volatile organic compounds and metals will be encountered within the construction limits. The solid waste may contain NR 500 non-exempt industrial wastes including soil mixed with foundry sand. Impacted waste material excavated during construction which cannot in the opinion of the environmental consultant be managed as common excavation or as petroleum-contaminated soil will be managed as solid waste.

This work consists of excavating, segregating, temporary stockpiling, loading, hauling, and disposing of solid waste material at a WDNR-approved disposal facility. The nearest WDNR-approved disposal facilities are:

Waste Management Orchard Ridge RDF
W124 N9355 Boundary Rd.
(866) 909-4458

Advanced Disposal Emerald Park Landfill
W124S10629 South 124th Street
Muskego, WI 53150
(414) 529-1360

Provide information to the environmental consultant and engineer that indicates the WDNR-approved disposal facility that the contractor will use.

A.2 Notice to the Contractor–Solid Waste Locations

The department and others completed hazardous materials assessment for locations within this project where excavation is required. Investigation for soil contamination was conducted at select locations. Results indicate that solid waste (foundry sand and soil contaminated with semi-volatile organic compounds, and/or metals) is present at the following locations as shown on the plans:

1. Station 564+90 to 565+45, from reference line to project limits left, from 0 to 11 feet below grade. Soil excavated from this area will require off-site disposal as solid-waste. The estimated volume of contaminated soil to be excavated at this location is 146 cubic yards (approximately 248 tons using a conversion factor of 1.7 tons per cubic yard).

2. Station 563+90 to 564+90, from reference line to project limits right, from 0 to 14 feet below grade. Soil excavated from this area will require off-site disposal as solid-waste. The estimated volume of contaminated soil to be excavated at this location is 274 cubic yards (approximately 466 tons using a conversion factor of 1.7 tons per cubic yard).
3. Station 564+90 to 566, from reference line to project limits right, from 0 to 15 feet below grade. Soil excavated from this area will require off-site disposal as solid-waste. The estimated volume of contaminated soil to be excavated at this location is 292 cubic yards (approximately 496 tons using a conversion factor of 1.7 tons per cubic yard).

Directly load solid waste soil excavated by the project at the above location into trucks that will transport the material to a WDNR-licensed landfill facility for landfill disposal.

If obviously contaminated soils or signs of NR 500 non-exempt solid waste and hazardous materials are unexpectedly encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. Examples of these unexpected conditions may include, but are not limited to, buried containers or tanks, noxious odors and fumes, stained soils, sheen on ground water, other industrial wastes, and significant volumes of municipal or domestic garbage.

No active groundwater monitoring wells were observed within the construction limits. If active groundwater monitoring wells are encountered during construction, notify engineer and protect them to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For monitoring wells that do need to be maintained, adjust the wells that do not conflict with structures or curb and gutter to be flush with the final grade. For wells that conflict with the previously mentioned items or if monitoring wells are not required to be maintained, they will be abandoned by others.

If dewatering is required at the above location, conduct the dewatering according to Section C below.

A.3 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated waste. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding previous investigation and remediation activities in these areas contact:

Name:	Andrew Malsom
Address:	141 NW Barstow Street, Waukesha, WI 53187-0798
Phone:	(262) 548-6705
Fax:	(262) 548-6891
e-mail:	andrew.malsom@dot.state.wi.us

A.4 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation
Address: 150 N. Patrick Blvd. Ste. 180, Brookfield, WI 53045
Contact: Tyler Stapel
Phone: (262) 901-2142
Fax: (262) 825-2045
E-mail: wstapel@trcsolutions.com

The role of the environmental consultant will be limited to:

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

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the area of solid waste fill described in A.2 to the environmental consultant. Identify the WDNR licensed landfill facility that will be used for disposal of solid waste, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the impacted area or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals from the landfill facility for disposal of the solid waste.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the impacted area. Notify the environmental consultant at least three calendar days prior to commencement of excavation in the impacted area. Perform excavation in the impacted area on a continuous basis until excavation work is completed. Do not transport soil containing solid waste offsite without prior approval from the environmental consultant.

A.5 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter historic fill contaminated with industrial waste (foundry sand) and associated regulated metals and organic compounds. 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 impacted area as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

Control operations in the impacted area to minimize the quantity of soil excavated.

The environmental consultant will periodically monitor soil excavated from the area identified in A.2 above. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

Directly load and haul solid waste soil designated by the environmental consultant for offsite disposal to the WDNR approved landfill facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of the material. 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 material are licensed for such activity according to applicable state and federal regulations. Obtain the necessary disposal facility approvals and WDNR approvals for disposal. Do not transport regulated solid waste off-site without obtaining the approval of the environmental consultant and engineer and notifying the disposal facility.

During excavations in the areas of known contamination, larger chunks of clean concrete (~2 cubic feet), asphalt and bricks shall be segregated from the fill, to the extent practical and managed as common excavation. Under NR 500.08 this material is exempt from licensing and requirements of Wisconsin Administrative Code NR 500-538 of the solid waste regulations, and will be reused as designated by the engineer as fill on the project, or it will be disposed of off-site at the contractor's disposal site(s).

If dewatering is required in areas of known contamination, water generated from dewatering activities may contain petroleum compounds and/or metals. Such water may require analytical testing, and with approval of the City of West Allis Wastewater Utility be discharged to the sanitary sewer as follows:

1. Meet all applicable requirements of the City of West Allis Wastewater Utility including the control of suspended solids. Perform all necessary monitoring to document compliance with the City of West Allis Wastewater Utility requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with the City of West Allis Wastewater Utility requirements.
2. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

If dewatering is required in areas of known contamination, submit to the department a separate ECIP amendment describing in words and pictorial format an appropriate BMP for sediment removal, according to WisDNR Storm Water Construction Technical Standard, Code 1061, Dewatering. 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.

Costs associated with excavation dewatering in contaminated areas are considered incidental to this pay item. The Wisconsin Department of Transportation will be the generator of regulated solid waste from this construction project.

D Measurement

The department will measure Management of Solid Waste by the ton of waste, accepted by the disposal facility and as documented by weight tickets.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.0700	Management of Solid Waste	TON

Payment is full compensation for excavating, segregating, loading, hauling, and landfill disposal of solid waste; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of 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 4 (*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://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.

9. Counting DBE Participation

Assessing DBE Work

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE certified firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- g. It is the prime contractor's responsibility to assess the DBE firm's ability to perform the work for which s/he is committing/contracting the DBE to do. Note that the department encourages the prime contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.

10. Commercially Useful Function

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

11. Credit Evaluation for Trucking

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

12. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, count **100%** percent of the cost of the materials or supplies toward DBE goals.

b. Regular Dealers of Material and/or Supplies

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

c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

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

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and documentation of the calculations used as the basis for the purchase agreement, subcontract or invoice. *WisDOT recognizes that the amount on the Attachment 'A' form may be more or less than the amount on the invoice.* Please respond to the following questions and submit with your DBE Commitment Form.

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

13. Credit Evaluation for DBE Primes

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

14. Joint Venture

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces for DBE credit.

15. Mentor Protégé

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

16. DBE Replacement or Termination

Contractual Requirement

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

Contractor Considerations

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

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

The Request to Replace or Terminate a DBE

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

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

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

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

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

Evaluation and Response to the Request

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

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

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

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

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

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

18. Contract Modifications

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors that were committed to equal work items, in the original contract.

19. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

APPENDIX A

Sample Contractor Solicitation Letter Page 1

This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

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

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

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

<http://roadwaystandards.dot.wi.gov/hcci/>

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

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

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

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____
Letting Date: _____
Project ID: _____

Please check all that apply

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

Prime Contractor's Contact Person

DBE Contractor Contact Person

 Phone: _____
 Fax: _____
 Email: _____

 Phone: _____
 Fax: _____
 Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

APPENDIX B

BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

APPENDIX D

Good Faith Effort Evaluation Guidance

Excerpt from Appendix A of 49 CFR Part 26

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

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

contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Appendix E

Small Business Network [SBN] Overview

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

Within the Small Business Network, **Prime Contractors** can:

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

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

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

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

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

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

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

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

ADDITIONAL SPECIAL PROVISION 6

ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

104.10.1 General

Replace paragraph one 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 one 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

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 paragraph two 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, 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 six 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.
-

455.5.3 Tack Coat

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

- (2) The department will adjust pay for Tack Coat, under the Nonconforming Tack Coat administrative item, for nonconforming material the engineer allows to remain in place at a maximum of 75 percent of the contract unit price.
-

460.2.7 HMA Mixture Design

Replace paragraph one with the following effective with the December 2017 letting:

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to CMM 8-66.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	LT	MT	HT	SMA
ESALs x 10 ⁶ (20 yr design life)	<2.0	2 - <8	>8	—
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821) (one face/2 face, % by count)	65/—	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	43	45	45
Sand Equivalency (AASHTO T176, min)	40	40	45	50
Gyratory Compaction				
Gyrations for N _{ini}	6	7	8	8
Gyrations for N _{des}	40	75	100	65
Gyrations for N _{max}	60	115	160	160
Air Voids, %V _a (%G _{mm} N _{des})	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G _{mm} N _{ini}	<= 91.5 ^[1]	<= 89.0 ^[1]	<= 89.0	—
% G _{mm} N _{max}	<= 98.0	<= 98.0	<= 98.0	—
Dust to Binder Ratio ^[2] (% passing 0.075/P _{be})	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 ^[4] [5]	65 - 75 ^[3] [5]	65 - 75 ^[3] [5]	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) ^[6] [7]				
no antistripping additive	0.75 min	0.75 min	0.75 min	0.75 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)	—	—	—	0.30

^[1] The percent maximum density at initial compaction is only a guideline.

^[2] For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

^[3] For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

^[4] For No. 2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

^[5] For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

^[6] WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

^[7] Run TSR at asphalt content corresponding to 3.0% air void regressed design using distilled water for testing.

460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Replace paragraph six with the following:

- (6) Conduct TSR tests during mixture production according to CMM 8-36.6.14. Test each full 50,000 ton production increment, or fraction of an increment, after the first 5000 tons of production. Perform required increment testing in the first week of production of that increment. If production TSR values are below the limit specified in CMM 8-36.6.14, notify the engineer. The engineer and contractor will jointly determine a corrective action.

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, 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.

643.3.1 General

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Provide and maintain traffic control devices located where the plans show or engineer directs to maintain a safe work zone throughout the contract duration. Relocate as required to accommodate changing work operations. When not in use, place devices away from traffic outside of paved and gravel shoulder surfaces. Where there is barrier on the shoulder, the contractor may place devices not in use on the shoulder as close as possible to the barrier and delineated with drums. Lay signs and supports flat on the grade with uprights oriented parallel to and downstream from traffic. Do not stack devices or equipment. Promptly remove temporary devices from within the project limits as follows:
 - That will not be used within 14 consecutive calendar days.
 - Within 5 business days of substantial completion unless the engineer allows otherwise.

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.

646.3.1.1 General Marking

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Prepare the surface and apply marking as the manufacturer specifies. Provide manufacturer specifications as the engineer requests. Do not mark over a marking product with less adherence or over chipped or peeled marking. Do not remove polymer overlay materials in areas receiving pavement marking. Use only epoxy pavement marking where the contract requires marking placed on polymer overlays.

Replace paragraph five with the following effective with the December 2017 letting:

- (5) After the marking can sustain exposure to traffic, re-apply clear protective surface treatment conforming to 502.2.11 where removed from structures during marking surface preparation. Seal exposed concrete including grooves for tape. Cover marking during resealing with a system that will not degrade the marking's retroreflectivity when removed. Uncover marking before opening to traffic.

701.3 Contractor Testing

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Also perform other tests as necessary to control production and construction processes, and additional testing enumerated in the contractor's quality control plan or that the engineer directs. Use test methods as follows:

TABLE 701-2 TESTING STANDARDS

TEST	TEST STANDARD
Washed P 200 analysis	AASHTO T11 ^[1]
Sieve analysis of fine and coarse aggregate	AASHTO T27 ^[1]
Aggregate moisture	AASHTO T255 ^[1]
Sampling freshly mixed concrete	AASHTO R60
Air content of fresh concrete	AASHTO T152 ^[2]
Air void system of fresh concrete	AASHTO Provisional Standard TP118
Concrete slump	AASHTO T119 ^[2]
Concrete temperature	ASTM C1064
Concrete compressive strength	AASHTO T22
Making and curing concrete cylinders	AASHTO T23
Standard moist curing for concrete cylinders	AASHTO M201

^[1] As modified in CMM 8-60.

^[2] As modified in CMM 8-70.

715.2.3.1 Pavements

Add the following as paragraph six effective with the December 2017 letting:

- (6) For new lab-qualified mixes, test the air void system of the proposed concrete mix conforming to AASHTO provisional standard TP 118. Include the SAM number as a part of the mix design submittal.

715.3.1.1 General

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Provide slump, air content, concrete temperature and compressive 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 three cylinders for strength evaluation. For pavement concrete, also test the air void system conforming to AASHTO provisional standard TP118 at least once per lot and enter the SAM number in the MRS for information only.

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 replacing paragraphs three and four with the following 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.

646.3.1.2 Liquid Marking

Correct errata by changing "epoxy overlays" to "polymer overlays".

- (5) Apply liquid marking and glass beads across the line at or exceeding the following:

LIQUID MARKING	PAVEMENT TYPE	THICKNESS (mils)	BEAD APPLICATION (pounds per gallon)
Paint	all	16	8-10
Epoxy	SMA, seal coats, and polymer overlays	25	25
Epoxy	all other	20	22.5

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, including 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.

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

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID**

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however 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 will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx>

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. 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. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

General Decision Number: WI170010 12/22/2017 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
18	12/22/2017

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
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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, TREMPLEALEAU, 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
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

* ELEC0014-002 12/01/2017

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, TREMPLEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 33.21	19.75

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

LAB00464-003 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 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

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, TREMPLEAU, 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

Page 1 of 16

Proposal ID: 20180213007 Project(s): 2030-14-70

Federal ID(s): WISC 2018086

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	108.4400 CPM Progress Schedule	1.000 EACH	_____.	_____.
0004	203.0200 Removing Old Structure (station) 4000. 565SS+00	LS	LUMP SUM	_____.
0006	203.0200 Removing Old Structure (station) 4100. 565+33.68	LS	LUMP SUM	_____.
0008	203.0225.S Debris Containment (structure) 4001. B-40-107	LS	LUMP SUM	_____.
0010	203.0225.S Debris Containment (structure) 4102. B-40-108	LS	LUMP SUM	_____.
0012	204.0100 Removing Pavement	3,090.000 SY	_____.	_____.
0014	204.0120 Removing Asphaltic Surface Milling	285.000 SY	_____.	_____.
0016	204.0150 Removing Curb & Gutter	1,417.000 LF	_____.	_____.
0018	204.0155 Removing Concrete Sidewalk	393.000 SY	_____.	_____.
0020	204.0157 Removing Concrete Barrier	20.000 LF	_____.	_____.
0022	204.0165 Removing Guardrail	626.000 LF	_____.	_____.
0024	204.0195 Removing Concrete Bases	8.000 EACH	_____.	_____.
0026	204.0210 Removing Manholes	1.000 EACH	_____.	_____.
0028	204.0220 Removing Inlets	5.000 EACH	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 0001. 12-Inch	54.000 LF	_____.	_____.



Proposal Schedule of Items

Page 2 of 16

Proposal ID: 20180213007 Project(s): 2030-14-70

Federal ID(s): WISC 2018086

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	204.9060.S Removing (item description) 3001. Concrete Base Type 13	1.000 EACH	_____.	_____.
0034	204.9105.S Removing (item description) 3001. Traffic Signals IH 94 EB Off Ramp & STH 100	LS	LUMP SUM	_____.
0036	205.0100 Excavation Common	2,970.000 CY	_____.	_____.
0038	206.1000 Excavation for Structures Bridges (structure) 4002. B-40-107	LS	LUMP SUM	_____.
0040	206.1000 Excavation for Structures Bridges (structure) 4103. B-40-108	LS	LUMP SUM	_____.
0042	210.1500 Backfill Structure Type A	1,548.000 TON	_____.	_____.
0044	213.0100 Finishing Roadway (project) 0001. 2030- 14-70	1.000 EACH	_____.	_____.
0046	305.0120 Base Aggregate Dense 1 1/4-Inch	3,156.000 TON	_____.	_____.
0048	312.0115 Select Crushed Material	1,617.000 CY	_____.	_____.
0050	415.0080 Concrete Pavement 8-Inch	730.000 SY	_____.	_____.
0052	415.0410 Concrete Pavement Approach Slab	440.000 SY	_____.	_____.
0054	415.1080 Concrete Pavement HES 8-Inch	1,593.000 SY	_____.	_____.
0056	415.1090 Concrete Pavement HES 9-Inch	192.000 SY	_____.	_____.
0058	416.0180 Concrete Driveway 8-Inch	115.000 SY	_____.	_____.
0060	416.0610 Drilled Tie Bars	52.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 3 of 16

Proposal ID: 20180213007 Project(s): 2030-14-70

Federal ID(s): WISC 2018086

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	416.0620 Drilled Dowel Bars	90.000 EACH	_____.	_____.
0064	455.0605 Tack Coat	158.000 GAL	_____.	_____.
0066	460.2000 Incentive Density HMA Pavement	40.000 DOL	1.00000	40.00
0068	460.6424 HMA Pavement 4 MT 58-28 H	56.000 TON	_____.	_____.
0070	465.0125 Asphaltic Surface Temporary	521.000 TON	_____.	_____.
0072	502.0100 Concrete Masonry Bridges	183.000 CY	_____.	_____.
0074	502.3100 Expansion Device (structure) 4003. B-40-107	LS	LUMP SUM	_____.
0076	502.3100 Expansion Device (structure) 4104. B-40-108	LS	LUMP SUM	_____.
0078	502.3200 Protective Surface Treatment	2,136.000 SY	_____.	_____.
0080	502.3210 Pigmented Surface Sealer	159.000 SY	_____.	_____.
0082	502.4204 Adhesive Anchors No. 4 Bar	24.000 EACH	_____.	_____.
0084	502.4205 Adhesive Anchors No. 5 Bar	225.000 EACH	_____.	_____.
0086	502.4206 Adhesive Anchors No. 6 Bar	97.000 EACH	_____.	_____.
0088	502.4208 Adhesive Anchors No. 8 Bar	10.000 EACH	_____.	_____.
0090	505.0400 Bar Steel Reinforcement HS Structures	12,480.000 LB	_____.	_____.
0092	505.0600 Bar Steel Reinforcement HS Coated Structures	180,650.000 LB	_____.	_____.



Proposal Schedule of Items

Page 4 of 16

Proposal ID: 20180213007 Project(s): 2030-14-70

Federal ID(s): WISC 2018086

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	506.0605 Structural Steel HS	102,594.000 LB	_____.	_____.
0096	506.3014 Welded Stud Shear Connectors 3/4x6-Inch	866.000 EACH	_____.	_____.
0098	506.3015 Welded Stud Shear Connectors 7/8x6-Inch	1,326.000 EACH	_____.	_____.
0100	506.5000 Bearing Assemblies Fixed (structure) 4005. B-40-107	2.000 EACH	_____.	_____.
0102	506.5000 Bearing Assemblies Fixed (structure) 4106. B-40-108	2.000 EACH	_____.	_____.
0104	506.6000 Bearing Assemblies Expansion (structure) 4006. B-40-107	16.000 EACH	_____.	_____.
0106	506.6000 Bearing Assemblies Expansion (structure) 4107. B-40-108	16.000 EACH	_____.	_____.
0108	506.7050.S Removing Bearings (structure) 4007. B-40-107	10.000 EACH	_____.	_____.
0110	506.7050.S Removing Bearings (structure) 4108. B-40-108	12.000 EACH	_____.	_____.
0112	509.1500 Concrete Surface Repair	90.000 SF	_____.	_____.
0114	511.2200 Temporary Shoring Left in Place (structure) 4109. B-40-108	235.000 SF	_____.	_____.
0116	513.4091 Railing Tubular Screening (structure) 4008. B-40-107	175.000 LF	_____.	_____.
0118	516.0500 Rubberized Membrane Waterproofing	30.000 SY	_____.	_____.
0120	517.0600 Painting Epoxy System (structure) 4009. B-40-107	LS	LUMP SUM	_____.



Proposal Schedule of Items

Page 5 of 16

Proposal ID: 20180213007 Project(s): 2030-14-70

Federal ID(s): WISC 2018086

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0122	517.0600 Painting Epoxy System (structure) 4110. B-40-108	LS	LUMP SUM	_____.
0124	517.0900.S Preparation and Coating of Top Flanges (structure) 4010. B-40-107	LS	LUMP SUM	_____.
0126	517.0900.S Preparation and Coating of Top Flanges (structure) 4111. B-40-108	LS	LUMP SUM	_____.
0128	517.1800.S Structure Repainting Recycled Abrasive (structure) 4011. B-40-107	LS	LUMP SUM	_____.
0130	517.1800.S Structure Repainting Recycled Abrasive (structure) 4112. B-40-108	LS	LUMP SUM	_____.
0132	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 4012. B-40-107	LS	LUMP SUM	_____.
0134	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 4113. B-40-108	LS	LUMP SUM	_____.
0136	517.6001.S Portable Decontamination Facility	1.000 EACH	_____.	_____.
0138	520.8000 Concrete Collars for Pipe	8.000 EACH	_____.	_____.
0140	550.0010 Pre-Boring Unconsolidated Materials	30.000 LF	_____.	_____.
0142	550.0500 Pile Points	39.000 EACH	_____.	_____.
0144	550.1120 Piling Steel HP 12-Inch X 53 Lb	2,675.000 LF	_____.	_____.
0146	601.0331 Concrete Curb & Gutter 31-Inch	2,256.000 LF	_____.	_____.
0148	602.0410 Concrete Sidewalk 5-Inch	3,903.000 SF	_____.	_____.



Proposal Schedule of Items

Page 6 of 16

Proposal ID: 20180213007 Project(s): 2030-14-70

Federal ID(s): WISC 2018086

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	602.0515 Curb Ramp Detectable Warning Field Natural Patina	116.000 SF	_____.	_____.
0152	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	23.000 SF	_____.	_____.
0154	603.8000 Concrete Barrier Temporary Precast Delivered	2,653.000 LF	_____.	_____.
0156	603.8125 Concrete Barrier Temporary Precast Installed	4,451.000 LF	_____.	_____.
0158	604.0500 Slope Paving Crushed Aggregate	438.000 SY	_____.	_____.
0160	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	71.000 LF	_____.	_____.
0162	611.0535 Manhole Covers Type J-Special	2.000 EACH	_____.	_____.
0164	611.0624 Inlet Covers Type H	6.000 EACH	_____.	_____.
0166	611.2004 Manholes 4-FT Diameter	2.000 EACH	_____.	_____.
0168	611.3004 Inlets 4-FT Diameter	6.000 EACH	_____.	_____.
0170	611.8115 Adjusting Inlet Covers	1.000 EACH	_____.	_____.
0172	611.8120.S Cover Plates Temporary	7.000 EACH	_____.	_____.
0174	611.9710 Salvaged Inlet Covers	2.000 EACH	_____.	_____.
0176	612.0406 Pipe Underdrain Wrapped 6-Inch	195.000 LF	_____.	_____.
0178	612.0806 Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	4.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 7 of 16

Proposal ID: 20180213007 Project(s): 2030-14-70

Federal ID(s): WISC 2018086

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	614.0115 Anchorage for Steel Plate Beam Guard Type 2	2.000 EACH	_____.	_____.
0182	614.0150 Anchor Assemblies for Steel Plate Beam Guard	2.000 EACH	_____.	_____.
0184	614.0200 Steel Thrie Beam Structure Approach	42.000 LF	_____.	_____.
0186	614.0305 Steel Plate Beam Guard Class A	516.000 LF	_____.	_____.
0188	614.0905 Crash Cushions Temporary	4.000 EACH	_____.	_____.
0190	614.0930 Salvaged Crash Cushions	1.000 EACH	_____.	_____.
0192	616.0700.S Fence Safety	500.000 LF	_____.	_____.
0194	619.1000 Mobilization	1.000 EACH	_____.	_____.
0196	620.0300 Concrete Median Sloped Nose	66.000 SF	_____.	_____.
0198	623.0200 Dust Control Surface Treatment	5,914.000 SY	_____.	_____.
0200	624.0100 Water	18.000 MGAL	_____.	_____.
0202	627.0200 Mulching	946.000 SY	_____.	_____.
0204	628.1104 Erosion Bales	193.000 EACH	_____.	_____.
0206	628.1504 Silt Fence	1,772.000 LF	_____.	_____.
0208	628.1520 Silt Fence Maintenance	1,772.000 LF	_____.	_____.
0210	628.1905 Mobilizations Erosion Control	3.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 8 of 16

Proposal ID: 20180213007 Project(s): 2030-14-70

Federal ID(s): WISC 2018086

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0212	628.1910 Mobilizations Emergency Erosion Control	3.000 EACH	_____.	_____.
0214	628.2004 Erosion Mat Class I Type B	2,408.000 SY	_____.	_____.
0216	628.7005 Inlet Protection Type A	1.000 EACH	_____.	_____.
0218	628.7010 Inlet Protection Type B	7.000 EACH	_____.	_____.
0220	628.7015 Inlet Protection Type C	10.000 EACH	_____.	_____.
0222	628.7504 Temporary Ditch Checks	40.000 LF	_____.	_____.
0224	628.7560 Tracking Pads	1.000 EACH	_____.	_____.
0226	628.7570 Rock Bags	100.000 EACH	_____.	_____.
0228	629.0210 Fertilizer Type B	1.800 CWT	_____.	_____.
0230	630.0120 Seeding Mixture No. 20	53.000 LB	_____.	_____.
0232	630.0200 Seeding Temporary	28.000 LB	_____.	_____.
0234	631.0300 Sod Water	21.600 MGAL	_____.	_____.
0236	631.1000 Sod Lawn	961.000 SY	_____.	_____.
0238	634.0618 Posts Wood 4x6-Inch X 18-FT	15.000 EACH	_____.	_____.
0240	637.2210 Signs Type II Reflective H	134.250 SF	_____.	_____.
0242	637.2215 Signs Type II Reflective H Folding	44.760 SF	_____.	_____.
0244	637.2230 Signs Type II Reflective F	13.000 SF	_____.	_____.



Proposal Schedule of Items

Page 9 of 16

Proposal ID: 20180213007 Project(s): 2030-14-70

Federal ID(s): WISC 2018086

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0246	638.2102 Moving Signs Type II	7.000 EACH	_____.	_____.
0248	638.2602 Removing Signs Type II	26.000 EACH	_____.	_____.
0250	638.3000 Removing Small Sign Supports	15.000 EACH	_____.	_____.
0252	643.0300 Traffic Control Drums	24,050.000 DAY	_____.	_____.
0254	643.0420 Traffic Control Barricades Type III	2,284.000 DAY	_____.	_____.
0256	643.0705 Traffic Control Warning Lights Type A	4,567.000 DAY	_____.	_____.
0258	643.0715 Traffic Control Warning Lights Type C	3,888.000 DAY	_____.	_____.
0260	643.0800 Traffic Control Arrow Boards	341.000 DAY	_____.	_____.
0262	643.0900 Traffic Control Signs	9,778.000 DAY	_____.	_____.
0264	643.0910 Traffic Control Covering Signs Type I	14.000 EACH	_____.	_____.
0266	643.0920 Traffic Control Covering Signs Type II	25.000 EACH	_____.	_____.
0268	643.1050 Traffic Control Signs PCMS	730.000 DAY	_____.	_____.
0270	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0272	645.0111 Geotextile Type DF Schedule A	72.000 SY	_____.	_____.
0274	646.1020 Marking Line Epoxy 4-Inch	2,771.000 LF	_____.	_____.
0276	646.1545 Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch	1,097.000 LF	_____.	_____.



Proposal Schedule of Items

Page 10 of 16

Proposal ID: 20180213007 Project(s): 2030-14-70

Federal ID(s): WISC 2018086

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0278	646.3545 Marking Line Grooved Wet Ref Contrast Epoxy 8-Inch	1,379.000 LF	_____.	_____.
0280	646.5020 Marking Arrow Epoxy	1.000 EACH	_____.	_____.
0282	646.6120 Marking Stop Line Epoxy 18-Inch	86.000 LF	_____.	_____.
0284	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	259.000 LF	_____.	_____.
0286	646.9000 Marking Removal Line 4-Inch	2,339.000 LF	_____.	_____.
0288	646.9300 Marking Removal Special Marking	1.000 EACH	_____.	_____.
0290	649.0150 Temporary Marking Line Removable Tape 4-Inch	20,012.000 LF	_____.	_____.
0292	649.0805 Temporary Marking Stop Line Paint 18-Inch	65.000 LF	_____.	_____.
0294	652.0125 Conduit Rigid Metallic 2-Inch	86.000 LF	_____.	_____.
0296	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,771.000 LF	_____.	_____.
0298	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	425.000 LF	_____.	_____.
0300	652.0800 Conduit Loop Detector	552.000 LF	_____.	_____.
0302	653.0135 Pull Boxes Steel 24x36-Inch	3.000 EACH	_____.	_____.
0304	653.0140 Pull Boxes Steel 24x42-Inch	4.000 EACH	_____.	_____.
0306	653.0220 Junction Boxes 18x6x6-Inch	6.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 11 of 16

Proposal ID: 20180213007 Project(s): 2030-14-70

Federal ID(s): WISC 2018086

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0308	653.0222 Junction Boxes 18x12x6-Inch	2.000 EACH	_____.	_____.
0310	653.0905 Removing Pull Boxes	3.000 EACH	_____.	_____.
0312	654.0101 Concrete Bases Type 1	1.000 EACH	_____.	_____.
0314	654.0102 Concrete Bases Type 2	2.000 EACH	_____.	_____.
0316	654.0105 Concrete Bases Type 5	4.000 EACH	_____.	_____.
0318	654.0113 Concrete Bases Type 13	1.000 EACH	_____.	_____.
0320	655.0230 Cable Traffic Signal 5-14 AWG	532.000 LF	_____.	_____.
0322	655.0240 Cable Traffic Signal 7-14 AWG	125.000 LF	_____.	_____.
0324	655.0260 Cable Traffic Signal 12-14 AWG	661.000 LF	_____.	_____.
0326	655.0320 Cable Type UF 2-10 AWG Grounded	369.000 LF	_____.	_____.
0328	655.0515 Electrical Wire Traffic Signals 10 AWG	841.000 LF	_____.	_____.
0330	655.0610 Electrical Wire Lighting 12 AWG	822.000 LF	_____.	_____.
0332	655.0625 Electrical Wire Lighting 6 AWG	5,039.000 LF	_____.	_____.
0334	655.0700 Loop Detector Lead In Cable	1,194.000 LF	_____.	_____.
0336	655.0800 Loop Detector Wire	1,716.000 LF	_____.	_____.
0338	655.0900 Traffic Signal EVP Detector Cable	328.000 LF	_____.	_____.
0340	657.0100 Pedestal Bases	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 12 of 16

Proposal ID: 20180213007 Project(s): 2030-14-70

Federal ID(s): WISC 2018086

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0342	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	2.000 EACH	_____.	_____.
0344	657.0322 Poles Type 5-Aluminum	2.000 EACH	_____.	_____.
0346	657.0405 Traffic Signal Standards Aluminum 3.5-FT	1.000 EACH	_____.	_____.
0348	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	2.000 EACH	_____.	_____.
0350	657.1360 Install Poles Type 13	1.000 EACH	_____.	_____.
0352	657.1540 Install Monotube Arms 40-FT	1.000 EACH	_____.	_____.
0354	657.1815 Install Luminaire Arms Steel 15-FT	2.000 EACH	_____.	_____.
0356	657.6005 Anchor Assemblies Light Poles on Structures	2.000 EACH	_____.	_____.
0358	658.5069 Signal Mounting Hardware (location) 3001. IH 94 EB Off Ramp & STH 100	LS	LUMP SUM	_____.
0360	659.1130 Luminaires Utility LED D	2.000 EACH	_____.	_____.
0362	661.0200 Temporary Traffic Signals for Intersections (location) 3001. IH 94 EB Off Ramp & STH 100	LS	LUMP SUM	_____.
0364	661.0300 Generators	4.000 DAY	_____.	_____.
0366	690.0150 Sawing Asphalt	208.000 LF	_____.	_____.
0368	690.0250 Sawing Concrete	3,219.000 LF	_____.	_____.
0370	715.0415 Incentive Strength Concrete Pavement	755.000 DOL	1.00000	755.00



Proposal Schedule of Items

Page 13 of 16

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Contract Items

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0372	715.0502 Incentive Strength Concrete Structures	1,368.000 DOL	1.00000	1,368.00
0374	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,100.000 HRS	5.00000	5,500.00
0376	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	1,800.000 HRS	5.00000	9,000.00
0378	SPV.0035 Special 4000. HPC Masonry Structures	650.000 CY	_____.	_____.
0380	SPV.0035 Special 8001. Backfill Slurry	98.000 CY	_____.	_____.
0382	SPV.0060 Special 0162. Concrete Barrier Type S42 End Anchor	1.000 EACH	_____.	_____.
0384	SPV.0060 Special 0403. Traffic Control Local Road Lane Closures	20.000 EACH	_____.	_____.
0386	SPV.0060 Special 1019. Relocating Light Poles Arms and Luminaires	4.000 EACH	_____.	_____.
0388	SPV.0060 Special 3001. Concrete Bases Type 1 Spread Footing	1.000 EACH	_____.	_____.
0390	SPV.0060 Special 3002. Install Salvaged Pedestal Bases	1.000 EACH	_____.	_____.
0392	SPV.0060 Special 3003. Install Salvaged Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	2.000 EACH	_____.	_____.
0394	SPV.0060 Special 3004. Install Salvaged Poles Type 2	1.000 EACH	_____.	_____.
0396	SPV.0060 Special 3005. Install Salvaged Poles Type 3	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 14 of 16

Proposal ID: 20180213007 Project(s): 2030-14-70

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Contract Items

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0398	SPV.0060 Special 3006. Install Salvaged Traffic Signal Standards Aluminum 10-Ft	1.000 EACH	_____.	_____.
0400	SPV.0060 Special 3007. Install Salvaged Luminaire Arms Single Member 4-Inch Clamp 6-Ft	2.000 EACH	_____.	_____.
0402	SPV.0060 Special 3008. Install Salvaged Pedestrian Push Buttons	3.000 EACH	_____.	_____.
0404	SPV.0060 Special 3009. Install Salvaged Luminaires Utility LED C	4.000 EACH	_____.	_____.
0406	SPV.0060 Special 3010. Install Salvaged Traffic Signal Head 3-12 Inch Vertical	6.000 EACH	_____.	_____.
0408	SPV.0060 Special 3011. Install Salvaged Pedestrian Signal Head 16-Inch	2.000 EACH	_____.	_____.
0410	SPV.0060 Special 5102. MMSD Sanitary Manhole Reconstruct	1.000 EACH	_____.	_____.
0412	SPV.0060 Special 5200. Adjusting Sanitary Manholes	1.000 EACH	_____.	_____.
0414	SPV.0075 Special 0002. Pavement Cleanup Project 2030-14-70	100.000 HRS	_____.	_____.
0416	SPV.0075 Special 4200. Obstructions Drilled Foundation Shaft	4.000 HRS	_____.	_____.
0418	SPV.0085 Special 0900. ICE HPC Hot Weather Concreting	4,470.000 LB	_____.	_____.
0420	SPV.0090 Special 0410. Concrete Barrier Temporary Precast Anchoring	806.000 LF	_____.	_____.
0422	SPV.0090 Special 0412. Concrete Barrier Temporary Precast Anchored on Bridge	493.000 LF	_____.	_____.



Proposal Schedule of Items

Page 15 of 16

Proposal ID: 20180213007 Project(s): 2030-14-70

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SECTION: 0001

Contract Items

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0424	SPV.0090 Special 1025. Conduit Special HDPE 2-Inch	105.000 LF	_____.	_____.
0426	SPV.0090 Special 3001. Cable Type UF 2-14 AWG	328.000 LF	_____.	_____.
0428	SPV.0090 Special 3002. Install Camera Power Cable	303.000 LF	_____.	_____.
0430	SPV.0090 Special 3003. Install Cat-5E Cable	315.000 LF	_____.	_____.
0432	SPV.0090 Special 4400. Drilled Shaft Foundation 60-Inch Diameter	62.000 LF	_____.	_____.
0434	SPV.0105 Special 0001. Survey Project 2030-14-70	LS	LUMP SUM	_____.
0436	SPV.0105 Special 3001. Transport & Install State Furn EVP Detector Heads IH 94 EB Off Ramp & STH	LS	LUMP SUM	_____.
0438	SPV.0105 Special 3002. Transport & Install State Furn Radar Det Sys IH 94 EB Off Ramp & STH 100	LS	LUMP SUM	_____.
0440	SPV.0105 Special 3003. Transport & Install State Furn Adaptive Traffic Signal Equip IH 94 EB Off	LS	LUMP SUM	_____.
0442	SPV.0105 Special 3004. Covering Traffic Signal Equipment	LS	LUMP SUM	_____.
0444	SPV.0105 Special 3005. Temporary EVP System IH 94 EB Off Ramp & STH 100	LS	LUMP SUM	_____.
0446	SPV.0120 Special 0001. Water For Seeded Areas	21.000 MGAL	_____.	_____.
0448	SPV.0135 Special 0001. Vibration Monitoring	5.000 MON	_____.	_____.



Proposal Schedule of Items

Page 16 of 16

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0450	SPV.0165 Special 4700. Longitudinal Grooving Bridge Deck **P**	15,046.000 SF	_____.	_____.
0452	SPV.0180 Special 0180. Topsoil Special	2,594.000 SY	_____.	_____.
0454	SPV.0180 Special 4750. Clean Abutment Seats	16.000 SY	_____.	_____.
0456	SPV.0195 Special 0700. Management of Solid Waste	1,210.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE