

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **034**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Racine	1035-04-71	WISC 2018170	N-S Freeway, Ken&Rac Work Zone	IH 041
Kenosha			Prep; Sth 142 To Cth G	

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: \$300,000.00 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 December 01, 2018	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal <b>8 %</b>	This contract is subject to federal oversight.

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

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

Subscribed and sworn to before me this date \_\_\_\_\_

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

\_\_\_\_\_  
(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: Mill, Grade, Base, Storm Sewer, Concrete Pavement, Asphalt Pavement, Signing, FTMS, Pavement Marking	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](http://www.bidx.com) web site or by contacting:

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

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

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

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

## **B Submitting Electronic Bids**

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

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

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

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

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

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

**Bidder**

**Name**

**BN00**

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

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

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

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

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

# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

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

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

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

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

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

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

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

## NOTARY FOR PRINCIPAL

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

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

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

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

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

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

**Notary Seal**

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

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

## NOTARY FOR SURETY

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

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

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

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

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

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

**Notary Seal**

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





# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



## March 2010

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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

## Special Provisions

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## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 1035-04-71, N-S Freeway – Ken&Rac Work Zone Prep – STH 142 to CTH G, IH 41, located in Racine County and Kenosha 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, base aggregate, HMA pavement, concrete base patching, storm sewer, pavement markings, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

### **3. Prosecution and Progress.**

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

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

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

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

Do not begin construction on Project 1035-04-71 until the Section 404 permit has been approved. The department anticipates approval of this permit February 12, 2018.

## **A Schedule of Operations**

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

**Stage 1A** activities shall include construction of:

- Temporary widening along outside shoulder of Southbound IH 94 from STH 142 to STH 20
- Temporary widening along outside shoulder of Northbound IH 94 from STH 20 to CTH G.
- Concrete shoulder repairs, partial depth concrete surface removal, and HMA pavement overlay on existing shoulder.
- Culvert pipe extensions.

Keep IH 94 open to through traffic in both directions. Close the IH 94 Southbound outside lane to traffic from STH 142 to STH 20. Close the IH 94 Northbound outside lane to traffic from STH 20 to CTH G. Use nighttime lane closures as needed to install traffic control devices and pavement markings. Use nighttime ramp closures as needed to perform construction near and along ramps.

**Stage 1B** activities shall include construction of:

- Median concrete shoulder repairs, vane drain removals, inlet reconstruction, sign structure removals, storm sewer and temporary drainage, rumble strip removal, and profile milling of the median shoulder.

Keep IH 94 open to through traffic in both directions. Keep all ramps open to traffic. Close the IH 94 Southbound inside lane to traffic from STH 142 to STH 20. Close the IH 94 Northbound inside lane to traffic from STH 20 to CTH G.

## **B Definitions**

The following definitions apply to this contract for freeway work restrictions:

### **Service Ramps**

Freeway to/from local road ramps

### **Weekday Peak Hours**

5:30 AM – 9:00 AM Monday, Tuesday, Wednesday, and Thursday

5:30 AM – 12:00 PM Friday

2:00 PM – 7:00 PM Monday, Tuesday, Wednesday, and Thursday

12:00 PM – 9:30 PM Friday

### **Weekday Midday**

9:00 AM – 2:00 PM Monday, Tuesday, Wednesday, and Thursday

9:00 AM – 12:00 PM Friday

**Weekend Peak Hours**

11:00 AM – 7:00 PM Saturday

11:00 AM – 11:00 PM Sunday

**Weekend Off-Peak Hours**

8:00 AM – 11:00 AM Saturday, Sunday

7:00 PM – 9:30 PM Saturday

**Weekday Off-Peak Hours**

7:00 PM – 9:30 PM Monday, Tuesday, Wednesday, Thursday

**Night Time Hours**

11:00 PM – 5:30 AM (Sunday PM to Monday AM)

9:30 PM – 5:30 AM (Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)

9:30 PM – 8:00 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)

**Full Freeway Closure/Hours**

11:00 PM – 4:00 AM

sef-108-020 (20150922)

**C Freeway Work Restrictions**

Follow plan details for closures. If plan details are not provided in the traffic control plan, or for any traffic control change requests, furnish plans for review by the engineer and the WisDOT Traffic Operations Center, (414) 227-2142, a minimum of one week prior to the implementation so that approval, or disapproval, is obtained at least three days prior to roadway, lane, or ramp closures.

Do not, at any time, conduct construction operations in the median area and adjacent outside shoulder area of the freeway at the same time without permission of the engineer.

Restrict work on open freeway roads and ramps to working in closed shoulders or closed lanes as allowed by the plans or engineer. Provide and utilize temporary access roads and ramps to access work zones. Construct temporary access incidental to other items of work. Access into the work zones from the freeway roads will be allowed during Night Time hours and Off-Peak hours, subject to approval by the engineer, if operations can be safely accomplished and do not result in non-construction traffic entering the work zones. Access from ramps will be allowed as shown in the plans or as modified with written approval from the engineer. Exiting the work zones directly onto freeway roads will be allowed only when operations do not obstruct or slow traffic on the freeway.

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

Park or store equipment and material only at work sites approved by the engineer.

Where lane closure(s) has been permitted by the engineer in conjunction with the contractor's work schedule, make a continuous effort to complete the work with said lane closure(s) in a timely manner.

**Work Zone Ingress/Egress.**

Provide engineer approved signage and parallel deceleration and acceleration lanes for freeway access into and out of the work zones at locations approved by the engineer.

At the weekly traffic meetings, provide an Emergency Work Zone Access Plan and required updates, as approved by the engineer, to direct emergency responders accessing a mainline median barrier restricted work zone.

Locations of work zone egress or ingress for construction vehicles, other than as the plans show, is subject to approval from the engineer. Access into the work zones are not allowed directly from the freeway during peak and off-peak hours. Access into the work zones from the freeway will be allowed during night-time hours, subject to approval by the engineer, if operations can be safely accomplished and do not result in non-construction traffic entering the work zones. Exiting work zones directly onto the freeway are only allowed where operations do not obstruct or slow traffic on the freeway. All construction vehicles shall yield to all through traffic at all locations.

sef-643-050 (20130425)

**D Winter Maintenance**

Racine and Kenosha County will perform snow removal operations for freeway and ramp lanes that are open to traffic. The Village of Mount Pleasant, Town of Yorkville, Village of Caledonia, Town of Raymond, Town of Paris, and Town of Somers will perform snow removal operations for local streets that are open to traffic. Provide for snow removal in those areas closed to traffic as required to facilitate safe construction operations and as required to eliminate snow melt run-off from crossing active roadways. Provide Racine and Kenosha County Highway Maintenance and Racine and Kenosha County Sheriff's Department with a 24-hour emergency contact number for when maintenance is required.

sef-999-060 (20120330)

**Interim Completion of Work**

*Supplement standard spec 108.10 with the following:*

The department will not grant time extensions for the following:

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

sef-108-015 (20171004)

If the contractor fails to complete all work, except maintenance of asphalt surfaces, on project 1035-04-71 prior to 12:01 AM May 1, 2018, the department will assess the contractor \$20,000.00 in interim liquidated damages for each calendar day contract work remains incomplete beyond 12:01 AM May 1, 2018. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

The contractor is advised that there may be multiple mobilizations for such items as traffic control, temporary pavement marking, pavement marking, erosion control, salvaged topsoil, asphaltic surface temporary, seeding/sodding, mulching, fertilizer, temporary seeding, drainage items and other incidental items related to staging required to complete the work under this contract. No additional payment will be made by the department for said mobilizations.

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

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

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

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

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

## **4. Lane Rental Fee Assessment.**

### **A General**

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

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

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

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

### **B Lane Rental Fee Assessment**

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

- Night Time - \$15,000 per northbound lane, per hour broken into 15 minute increments
- Night Time - \$6,000 per southbound lane, per hour broken into 15 minute increments
- Service Ramp- \$500.00 per lane, per direction of travel, per hour broken into 15 minute increments

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

The engineer, or designated representative, will be the sole authority in determining time period length for the Lane Rental Fee Assessment.

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

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

Lane Rental Fee Assessment will be in effect from the time of the Notice to Proceed until the department issues final acceptance. If interim completion time or contract time expires prior to the completion of specified work in the contract, additional liquidated damages will be assessed according to standard spec 108.11 or as specified within this contract.  
stp-108-070 (20161130)

## **5. Traffic.**

### **General**

The construction sequence, including the associated traffic control, shall be substantially accomplished as detailed in the Traffic Control Plans, and as described herein.

Maintain access at all times to all driveways located along the IH 94 frontage roads, and all the other side roads within the project limits unless otherwise noted in the plans. Notify the property occupant five days in advance of the driveway reconstruction to verify closure or staged driveway construction methods.

Coordinate traffic requirements under this contract with other adjacent and concurrent department or local municipality projects. Implement and coordinate with other contractors all traffic control as shown on the plans. Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

Unless detailed in the plans, do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this article.

Do not store equipment, vehicles, or materials on adjacent streets beyond the project limits without specific approval of the engineer.

### **Contractor Coordination**

Hold 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. Submit plans for all traffic control for review by the engineer and approval a minimum of one week prior to implementation.

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

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

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

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

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

stp-108-057 (20161130)

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

Notify and request assistance 14 days in advance from the Racine County Sheriff's department for freeway or ramp closures.

### **Freeway Lane Closures**

Obtain prior acceptance from the engineer and the WisDOT Statewide Traffic Operations Center (STOC) for Freeway Lane Closures. Freeway lane closures are only allowed during Night Time Hours, except as noted herein. Maintain a minimum of one lane of traffic in each direction at all times. When there are three southbound lanes open to traffic, a single southbound lane may be closed during Off-Peak Hours.

### **Full Freeway Closures**

Obtain prior acceptance from the engineer and the WisDOT Statewide Traffic Operations Center (STOC) for Full Freeway Closures. Notify local emergency and police agencies seven calendar days prior to freeway closure. Full freeway closures are only allowed during Night Time Hours.

### **Ramp Closures**

Obtain prior acceptance from the engineer and the WisDOT Statewide Traffic Operations Center (STOC) for Ramp Closures. All temporary entrance and exit ramp closures shall be posted three business days in advance of their closure with dates and time of closure. Temporary ramp closures are only allowed during Night Time Hours. Long-term ramp



closures shown on the traffic control plans shall be posted ten business in advance of their closure with dates and time of closure.

Place a portable changeable message sign before the previous open entrance or exit ramp to advise traffic about the closure of the specific entrance or exit ramp.

### **Rolling Closure**

Short term freeway mainline rolling closures may be allowed for a maximum of 15 minutes for the removal and erection of sign structures, equipment moves across the road, or other required work as determined by the engineer. The department will allow short term rolling closures only between 2:00 AM and 4:00 AM, and they may only be performed by freeway law enforcement.

Obtain approval from the engineer before coordinating these closures with freeway law enforcement. Coordinate 14 calendar days before closure. Present the scheduled time for the short term rolling closure at the weekly traffic meeting a minimum of one week before the closure.

sef-108-031 (20170406)

### **Staging**

Perform construction operations on IH 94 in stages as shown in the traffic control/construction staging plan. The construction stages are:

#### **Stage 1A**

Keep IH 94 open to through traffic in both directions. Close the IH 94 southbound outside lane to traffic from STH 142 to STH 20. Close the IH 94 northbound outside lane to traffic from STH 20 to CTH G. Use nighttime lane closures as needed to install traffic control devices and pavement markings. Use nighttime ramp closures as needed to perform construction near and along ramps.

#### **Stage 1B**

Keep IH 94 open to through traffic in both directions. All ramps open to traffic. Close the IH 94 southbound inside lane to traffic from STH 142 to STH 20. Close the IH 94 northbound inside lane to traffic from STH 20 to CTH G.

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

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 94 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.

stp-107-005 (20050502)

## **7. Utilities.**

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

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 Berry at (414) 750-7824 for further information.

Underground and overhead utility facilities are located within the project limits. No utility adjustments are proposed for this project. 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.

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.

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.

## **8. Other Contracts.**

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

It is expected that routine maintenance by the 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:

### **2018**

#### **IH 94 N-S Freeway Mainline construction contract:**

- ID 1030-23-79, STH 142 to CTH E
- ID 1030-23-72, CTH E Interchange
- ID 1035-03-79, CTH E to CTH KR
- ID 1035-01-71, CTH KR Interchange Cross Road
- ID 1035-01-72, CTH KR Interchange Mainline/Ramps
- ID 1030-24-79, CTH KR to STH 11
- ID 1030-24-71, STH 11 Interchange Cross Road
- ID 1030-24-72, STH 11 Interchange Mainline/Ramps
- ID 1033-02-79, STH 11 to STH 20

**IH 94 N-S Freeway Frontage Road construction contract to south:**

ID 1030-24-77 and 1030-24-78, CTH KR to STH 11 East and West Frontage Road

ID 1030-24-70 and 1030-24-74, STH 11 Interchange East and West Frontage Road

ID 1033-02-77 and 1033-02-78, STH 11 to STH 20 East and West Frontage Road

I-94 N-S Freeway projects in northerly Kenosha County and throughout Racine County may be under construction concurrently with the work being done under this contract.

Coordinate with the IH 41/94 mainline contractor performing work on projects from STH 142 to CTH G to have various traffic control devices, including, but not limited to, drums, signs, barricades, and lights, replaced in kind at the point the mainline contractor is ready to take over the work zone. The timing of this work could extend beyond the completion date for this contract. No liquidated damages will be assessed for any work related to this handover of the work zone to the mainline contractor.

**9. Hauling Restrictions.**

*Replace standard spec 107.2 with the following:*

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.

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.

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

sef-107-015 (20170310)

**10. Environmental Protection, Aquatic Exotic Species Control.**

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

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

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

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

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

## **11. 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](mailto: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.

sef-107-010 (20171004)

## **12. 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.

stp-107-001 (20060512)

## **13. 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 (20171004)

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

The department is obtaining a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit application is available from the regional office by contacting Laci Kazan at (414) 322-1429.

#### **15. Public Involvement Meetings.**

Participate in department-sponsored public involvement meetings as the engineer requests. Ensure that representatives of subcontractors also participate in those meetings if the engineer requests.  
sef-999-040 (20160915)

#### **16. 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 1:00 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)

## **17. 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)

## **18. BIM/CIM Model.**

### **Abbreviations**

The department defines terms within this special provision as follows:

BIM	Building Information Model
CIM	Civil Integrated Management
CAD	Computer-aided Design
GIS	Geographic Information Systems
PMM	Project Modeling Matrix
LOA	Level of Accuracy
LOD	Level of Development (2D/3D/4D/5D/xD)
PS&E	Plans, Specifications, and Estimates
AMG	Automated Machine Guidance
PMM	Project Modeling Matrix
RD	Radio Detection
GPR	Ground Penetrating Radar
SPAR	Subsurface Signal Location Coupled with GNSS Survey
EMI	Electromagnetic Induction
ASC	ASCII Text File Format
CSV	Comma Separated Value File Format for Microsoft Excel Spreadsheet for Survey Layout
DWG	Autodesk Proprietary File Format for CAD Data
DGN	Bentley Proprietary File Format for CAD Data
XML	Non-Proprietary File Format for Exchanging Geometry-centric 3D Data
IFC	Industry Foundation Class File Format
GNSS	Global Navigation Satellite System used to pinpoint geographic locations worldwide
ROW	Right of Way
DTM	Digital Terrain Model
DSM	Digital Surface Model
TIN	Triangulated Irregular Network

CD	Contract Documents
2D	2D Model X,Y
3D	3D Model X,Y,Z
4D	3D Model + Schedule
5D	3D Model + Costs

### **General Content**

By agreement with the contractor, the department will provide electronically stored BIM/CIM model deliverables. These are provided for informational purposes only, and not as an end product or as a record document, to augment project Plans, Specifications, and Estimates (PS&E). Reliance thereon is deemed to be unreasonable and unenforceable. Engineer will maintain and update as needed BIM/CIM model project deliverables consisting of proposed comprehensive 2D/3D model data and existing model data or portions of data which may include temporary and final states for the following when available:

- Roadways
- Topography
- Grading
- Drainage
- Utilities, including abandoned utilities
- FTMS-Freeway Traffic Management System
- Signs
- Pavement markings
- Wetlands and waterways
- Survey monumentation

### **Deliverables and Format**

Engineer will maintain and update the data or portions of the BIM/CIM model electronically consisting of electronic 2D/3D files containing the following:

- Features
- Points
- Reference lines
- Breaklines
- Area extents lines
- Profiles

The department will provide updated 2D/3D model information from design (including plans, specifications, and estimates, addendums, and all plan revisions). BIM/CIM models may include temporary conditions for the model and/or composite model of all stages and a stage by stage model of all the separate stages of construction as indicated in the plans, specifications, and estimates.



The department will provide, for information only, an updated composite 2D/3D file consisting of existing, proposed, and abandoned utilities when available. The files are generated from a variety of sources and formats including:

- Plans, with or without line and grade
- Surveys
- Pot Holing Hydrovac Excavation
- GPR/SPAR
- As-builts
- Digger's Hotline
- Utility Providers

Project deliverables include electronic digital BIM/CIM model data and CAD data provided in Microstation/Inroads V8i SS2 for 2D/3D DGN format and Autodesk Civil 3D/Autocad 2016 or in the latest software version for 2D/3D DWG format and LandXML 1.2 file format and additionally construction stakeout data in ACSII format and CSV format. The BIM/CIM model data will contain:

- Features
- Points
- Mass points
- Lines
- Reference lines
  
- Area extents lines
- Profiles
- 3D TIN DTM surfaces
- LandXML surfaces

All data will be georeferenced to horizontal datum - NAD-83 (GRS-1980) (97), vertical datum - NAVD-1988 (91), and coordinate projection - Wisconsin County Coordinate System in U.S. survey feet. Specific datum/adjustment will be maintained for each WisDOT project to maintain accuracy and consistency. Horizontal and vertical datums will be provided on the Title Sheet of the WisDOT plan sets.

If you have any questions as to Project Datum/Adjustment, confirm with:

Thomas Lipsky, RLS Wisconsin DOT

SE Region Survey

[thomas.lipsky@dot.wi.gov](mailto:thomas.lipsky@dot.wi.gov)

(262) 548-6737

If you have any questions as to Model Content, confirm with either of the following:

Lance Parve, Sr Project Engineer/BIM-CIM Coordinator Wisconsin DOT

SE Freeways/Region Design-Construction

[lance.parve@dot.wi.gov](mailto:lance.parve@dot.wi.gov)

(262) 548-8702

Brad Hollister, Methods Development Unit Lead Worker Wisconsin DOT  
 Bureau of Project Development, WisDOT,  
[brad.hollister@dot.wi.gov](mailto:brad.hollister@dot.wi.gov)  
 (920) 492-2380

### Delivery Schedule

The department will provide the BIM/CIM model data to the contractor according to the following schedule dates:

- Existing Surface/Conditions/Features elements (Surface-existing, Wetlands-located/surveyed, and right-of-way-existing) at the project PS&E Date;
- AMG Roadway elements (Roadways/Surfaces-Proposed) and Roadway features at the project PS&E Date;
- Remaining LOD-CD elements at the project Let Date.

### BIM/CIM MODEL REQUIREMENTS: PROJECT NAME/ID

Element / E-Existing; P-Proposed	Format	Data Type	LOA	LOD	Temp
<b>RE-Real Estate, Right-of-Way and Buildings</b>					
right-of-way-E	DWG/DGN	Line	0.02'+/-	2D	N/A
right-of-way-P	DWG/DGN	Line	0.02'+/-	2D	N/A
Parcels-E	DWG/DGN	Polygon	0.02'+/-	2D	N/A
Parcels-P	DWG/DGN	Polygon	0.02'+/-	2D	N/A
Excess Parcels-E	DWG/DGN	Polygon	0.02'+/-	2D	N/A
Easements-E	DWG/DGN	Line	0.02'+/-	2D	N/A
Easements-P	DWG/DGN	Line	0.02'+/-	2D	N/A
Buildings-E	DWG/DGN	Polygon/DSM	0.02'+/-	2D/3D	N/A
Buildings-P	DWG/DGN	Polygon/DSM	0.02'+/-	2D/3D	N/A
Fences-E	DWG/DGN	Line	0.02'+/-	2D	N/A
Fences-P	DWG/DGN	Line	0.02'+/-	2D	N/A
Imagery-E	JPG/TIF/SID	Raster	0.06'+/-	2D/3D	N/A
Lidar-E	LAS	Point Cloud	0.06'+/-	3D	N/A
<b>EN-Environmental Areas</b>					
Erosion Control-P	DWG/DGN	Line	0.10'+/-	2D	N/A
Wetlands Surveyed-E	DWG/DGN	Polygon	0.10'+/-	2D	N/A
Hazmat-E	DWG/DGN	Polygon	0.10'+/-	2D	N/A

<b>EW-Earthworks/Non-roadway Surfaces</b>					
Surfaces-E	DWG/DGN/XML	DTM/DSM	varies <sup>[1]</sup>	3D	N/A
Grading/Non-Road Surfaces-P	DWG/DGN/XML	DTM/DSM	0.06'+/-	3D	N/A
Cut/Fill Areas Isopachs-P	DWG/DGN	Polygon	0.06'+/-	2D	N/A
Longitudinal Breaklines/Points-E	DWG/DGN/XML	Line/Point	varies <sup>[1]</sup>	3D	N/A
Longitudinal Breaklines/Points-P	DWG/DGN/XML	Line/Point	0.06'+/-	3D	N/A
Slope Intercepts-P	DWG/DGN	Line	0.06'+/-	2D	N/A
Surface Limits-E	DWG/DGN	Line	0.06'+/-	2D	N/A
Surface Limits-P	DWG/DGN	Line	0.06'+/-	2D	N/A
<b>RD-Roadways/Surfaces-Proposed</b>					
Road Pavement-Top Surfaces-P	DWG/DGN/XML	DTM/DSM	0.02'+/-	3D	3D
Road Pavement-Base Course Surfs-P	DWG/DGN/XML	DTM/DSM	0.06'+/-	3D	3D
Road Pavement-Subgrade Surfs-P	DWG/DGN/XML	DTM/DSM	0.06'+/-	3D	3D
Road Curb and Gutter-P	DWG/DGN/XML	DSM/Line	0.02'+/-	2D/3D	N/A
Road Barriers-P	DWG/DGN/XML	DSM/Line	0.06'+/-	2D/3D	N/A
Road Alignments/Ref Lines/EOP-P	DWG/DGN/XML	Line	0.02'+/-	2D/3D	2D/3D
Road Pavement Marking-E	DWG/DGN	Line	0.10'+/-	2D	N/A
Road Pavement Marking-P	DWG/DGN	Line	0.10'+/-	2D	N/A
Road Stationing-P	DWG/DGN	Text	0.10'+/-	2D	N/A
Road Superelev Transition Stations-P	CSV	Point	0.02'+/-	2D	N/A
<b>ST-Storm Sewer/Drainage – Proposed</b>					
Inlets/MHs/OFs/Pipes/Culverts-E	DWG/DGN	Line/Solid	0.06'+/-	2D/3D	N/A
Inlets/MHs/OFs/Pipes/Culverts-P	DWG/DGN	Line/Solid	0.06'+/-	2D/3D	2D/3D
Ponds-E	DWG/DGN	DSM/Line	0.06'+/-	2D/3D	N/A
Ponds-P	DWG/DGN	DSM/Line	0.06'+/-	2D/3D	N/A
<b>BR-Bridges-Proposed</b>					
Stone Base	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Piles	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Footings	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Abutments	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Piers	DWG/DGN/XML	Line/Solid	0.02'+/-	2D/3D	N/A

CI Beams	DWG/DGN/XML	Line/Solid	0.02'+/-	2D/3D	N/A
Seats	DWG/DGN/XML	Line/Solid	0.02'+/-	2D/3D	N/A
Deck Including Fillets	DWG/DGN/XML	Line/Solid	0.02'+/-	2D/3D	N/A
Light Blisters	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Parapet Walls	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
<b>RW-Retaining Walls-Proposed</b>					
<b>MSE-Proposed</b>					
Straps	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Footings	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Top	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Coping	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
<b>CIP-Cast-in-Place-Proposed</b>					
Stone	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Piles	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Top of Footings	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Face of Wall	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Coping	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
<b>PAL-Pile and Lagging-Proposed</b>					
CI Piles at Top and Bottom	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Face of Wall/Face of Piles	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Bottom of Wall	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Top of Wall/Coping	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Face of Piles	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Top and Toe of Sheets	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
<b>SB-Sign Bridges-Proposed</b>					
Footings	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Piles	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Structure	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
<b>Other Structures-Proposed</b>					
NW-Noise Walls	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
TU-Tunnels-Utility	DWG/DGN/XML	Line/Solid	0.02'+/-	2D/3D	N/A

<b>Structures-Existing</b>					
BR-Bridges	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
RW-Retaining Walls	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
SB-Sign Bridges	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
TU-Tunnels	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
<b>SF-Special Foundations-Proposed</b>					
Drilled Shafts	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Driven Piles	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Bored Piles	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Caissons	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
<b>SF-Special Foundation Walls-Proposed</b>					
Foundation Anchors	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Underpinning	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Pile Caps	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Grade Beams	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
Tiebacks	DWG/DGN/XML	Line/Solid	0.06'+/-	2D/3D	N/A
<b>LI-Lighting-Proposed</b>					
Poles/Masts/Bases	DWG/DGN	Line/Solid	0.06'+/-	2D/3D	N/A
Conduit/Cabinets/Pull Boxes	DWG/DGN	Line/Solid	0.06'+/-	2D/3D	N/A
<b>IT-ITS/FTMS Proposed</b>					
DMS/CMS	DWG/DGN	Line/Solid	0.06'+/-	2D/3D	N/A
FTMS Fiber Optic lines	DWG/DGN	Line/Solid	0.06'+/-	2D/3D	N/A
FTMS Huts/Cabinets	DWG/DGN	Line/Solid	0.06'+/-	2D/3D	N/A
<b>SN-Signs-Proposed</b>					
Signs-Type 1	DWG/DGN	Line/Solid	0.06'+/-	2D/3D	N/A
Signs-Type 2	DWG/DGN	Line/Solid	0.06'+/-	2D/3D	N/A
<b>SG-Signals-Proposed</b>					
Poles/Heads/Bases	DWG/DGN	Line/Solid	0.06'+/-	2D/3D	N/A
Conduit/Pull Boxes	DWG/DGN	Line/Solid	0.06'+/-	2D/3D	N/A
<b>WM-Water Main Proposed</b>					
Pipes	DWG/DGN	Line/Solid	0.06'+/-	2D/3D	N/A

Hydrants/Valves/Fittings/ Standpipes	DWG/DGN	Line/Solid	0.06'+/-	2D/3D	N/A
<b>SS-Sanitary Sewer-Proposed</b>					
Pipes	DWG/DGN	Line/Solid	0.06'+/-	2D/3D	N/A
Manholes	DWG/DGN	Line/Solid	0.06'+/-	2D/3D	N/A
<b>WU- Wet Utilities and WisDOT-maintained Utilities - Existing/Relocated/Abandoned<sup>[1]</sup></b>					
ST-Storm Sewer/Drainage	DWG/DGN	Line/Solid	0.10'+/- <sup>[2]</sup>	2D/3D	N/A
WM-Water Main	DWG/DGN	Line/Solid	0.10'+/- <sup>[2]</sup>	2D/3D	N/A
SS-Sanitary Sewer	DWG/DGN	Line/Solid	0.10'+/- <sup>[2]</sup>	2D/3D	N/A
LI-Lighting	DWG/DGN	Line/Solid	1.5'+/- <sup>[2]</sup>	2D/3D	N/A
IT-ITS/FTMS	DWG/DGN	Line/Solid	1.5'+/- <sup>[2]</sup>	2D/3D	N/A
TR-Traffic Control	DWG/DGN	Line/Solid	1.5'+/- <sup>[2]</sup>	2D/3D	N/A
<b>DU-Dry Utilities and Other Utilities- Existing/Relocated/Abandoned<sup>[1]</sup></b>					
GS-Gas	DWG/DGN	Line/Solid	1.5'+/- <sup>[2]</sup>	2D/3D	N/A
SM-Steam	DWG/DGN	Line/Solid	1.5'+/- <sup>[2]</sup>	2D/3D	N/A
EL-Electrical	DWG/DGN	Line/Solid	1.5'+/- <sup>[2]</sup>	2D/3D	N/A
CO-Communications	DWG/DGN	Line/Solid	1.5'+/- <sup>[2]</sup>	2D/3D	N/A
FO-Fiber Optic	DWG/DGN	Line/Solid	1.5'+/- <sup>[2]</sup>	2D/3D	N/A
TE-Telephone/Data	DWG/DGN	Line/Solid	1.5'+/- <sup>[2]</sup>	2D/3D	N/A
CA-CATV/Data	DWG/DGN	Line/Solid	1.5'+/- <sup>[2]</sup>	2D/3D	N/A

<sup>[1]</sup> Data accuracies vary for existing surfaces depending upon survey data collection method(s) including: total station, GNSS-GPS, and static-mobile LiDAR (ranging in field from 0.02'+/- to 0.15'+/-); and aerial LiDAR and aerial photogrammetry (ranging from 0.10'+/- to 0.40'+/-).

Overall existing and proposed surface model accuracies may vary depending upon the method of data collection, the density of the model, corridor section frequencies, software applications, and other factors.

<sup>[2]</sup> 2D and/or 3D existing/proposed/abandoned utilities are approximate and other utilities may not be shown. 2D and/or 3D existing/proposed/abandoned utilities are generated from a variety of sources and formats including:

- Plans with line and grade
- Plans without line and grade
- Surveys

- Digger's Hotline
- As-builts
- Municipality records
- Pot holing/hydrovac excavation
- RD/EMI/GPR/SPAR

Existing utilities data are provided in the model, for purposes of information only, requiring confirmation from Digger's Hotline and Utility Providers.  
sef-650-000 (20171004)

## **19. Railroad Insurance and Coordination - Soo Line Railroad Company (CP).**

### **A Description**

Comply with standard spec 107.17 for all work affecting Soo Line Railroad Company (CP) property and any existing tracks.

#### **A.1 Railroad Insurance Requirements**

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3.

Insurance is filed in the name of Soo Line Railroad Company d/b/a Canadian Pacific.

Notify evidence of the required coverage, and duration to Jim Krieger, Manager Public Works; Canadian Pacific Plaza, 120 South 6<sup>th</sup> Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4555; E-mail: [jim.krieger@cpr.ca](mailto:jim.krieger@cpr.ca).

Also send a copy to Paul Derksen, SE Region Railroad Coordinator; 141 N. W. Barstow Street, Waukesha, WI 53188; Telephone (262) 548-8770; E-mail: [paul.derksen@dot.wi.gov](mailto:paul.derksen@dot.wi.gov).

Include the following information on the insurance document:

Project: 1035-04-71

Project Location: Mount Pleasant WI

Route Name: IH 41, Racine County

Railroad Subdivision: Waxdale

Crossing ID: 388 091G

Railroad Milepost: 9.91

Work Performed: Pavement marking and traffic control on bridge over CP Right-of-Way

#### **A.2 Train Operation**

No freight trains operate on the CP Right of Way

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

**Construction Contact**

Jim Krieger, Manager Public Works; Canadian Pacific Plaza, 120 South 6<sup>th</sup> Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4555; E-mail [jim\\_krieger@cpr.ca](mailto:jim_krieger@cpr.ca) for consultation on railroad requirements during construction.

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

**Cable Locate Contact**

In addition to contacting Diggers Hotline, contact CP Call Before You Dig line at (866) 291-0741, five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

Soo Line (CP) will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

**A.4 Work by Railroad**

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. None  
stp 107-026 (20170615)

**20. Work Force Opportunities.**

After contract award, attend the Work Force Opportunities workshop. The workshop will take place on the same day and be in the same location as the pre-construction meeting.

The Work Force Opportunities workshop will provide a venue for contractors to have meaningful dialogue with Transportation Alliance for New Solutions (TrANS) providers regarding the hiring of TrANS graduates. Reference ASP-1 for additional information regarding TrANS. The prime contractor and the 6 largest subcontractors according to let value of work shall provide staff with hiring authority to participate in a job-matching session during this workshop. Workshop participants will, at a minimum:

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

sef-108-036 (20171004)

**21. Available Documents.**

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



- a) Design Study Report
- b) Exceptions to Standards Report
- c) Pavement Type Selection Report
- d) Environmental Document
- e) As-Built Drawings
- f) Preconstruction survey
- g) Traffic Management Plan

These documents are available from Steve Hoff at 141 NW Barstow Street, Waukesha, WI 53187, (262) 548-6718.

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

## **22. Geotechnical Investigation Information.**

*Replace standard spec 102.5(3) 2 with the following:*

Available information relative to subsurface exploration, borings, soundings, water levels, elevations or profiles are available for review at the department's Regions office. Contact Steve Hoff, 141 NW Barstow Street, Waukesha, WI 53187, (262) 548-6718.

Additional geotechnical information is available from studies and analyses that have been performed by Milwaukee Transportation Partners (MTP) for the Wisconsin Department of Transportation (WisDOT) for other aspects of this project. Review the available information to determine if it is of use. The use or not of the geotechnical information does not relieve performing the work conforming to the plans and specifications.  
sef-102-010 (20170310)

## **23. Contractor Notification.**

*Replace standard spec 104.2.2.2(2) with the following:*

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.

### **104.3.2 (Vacant)**

### **104.3.3 Contractor Initial Written Notice**

*Replace standard spec 104.3.2 and 104.3.3 with the following:*

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:

- a) A written description of the nature of the issue.
- b) The time and date of discovering the problem or issue.
- c) If appropriate, the location of the issue.

Provide the additional information specified in 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)

## **24. 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 Portable Document Format (PDF) to the engineer-designated folder within the department's SharePoint site, and send alerts with a link to the document via email to (an) account(s) the engineer determines. If possible, translate original documents from their native format (e.g. Word, Excel, AutoCAD, etc.) using a Portable Document Format translation routine. 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)

## **25. 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)

## **26. 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:

- a) 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.
- b) 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.

- c) 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.
- d) 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.0075.090	Pavement Cleanup Project 1035-04-71

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)

## **27. Project Site Air Quality.**

Because fine particulate matter levels for Racine County are typically close to PM<sub>2.5</sub> limits and the project is in a non-attainment area for the federal 8-hour ozone standard, contributions from construction activities can have a major impact well beyond the project limits. Take practical measures to mitigate the impact of operating construction equipment on the air quality in and around the project site.

Voluntarily establishing the staging zones for trucks waiting to load and unload is encouraged by the department. Locate staging zones where idling of diesel powered equipment will have minimal impact on abutting properties and the general public. The department will make signs available to help identify these zones. Have truckers queue up in these zones whenever it is practical. The department further encourages drivers to shut down diesel trucks as soon as it appears likely that they will be queued up for more than ten minutes. Notify employees and sub-contractors about fueling and engine idling.

### **Portable Concrete Crusher Plants**

Portable concrete crusher plants may need a NR 440 Concrete Crusher Plant Air Permit for air emissions. Please contact Wisconsin Department of Natural Resources to request additional information and permit application materials. Complete permit applications may take three months to process.  
sef-999-039 (20160929)

## **28. 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)

**29. 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)

### **30. Subletting the Contract.**

*Replace standard spec 108.1.1 (3) with the following:*

If proposing to have a party other than a subcontractor perform work, notify the engineer and submit details of this arrangement in writing. The engineer will determine if that arrangement constitutes subcontracting. Submit copies of all other agreements between any parties regarding the performance of work under the contract with the Request to Sublet.  
sef-108-035 (20141212)

### **31. 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)

### **32. 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)

### **33. Removing Concrete Surface Partial Depth, Item 204.0109.S.**

#### **A Description**

This special provision describes removing a portion of the concrete surfaces as shown on the plans according to standard spec 204, and as hereinafter provided.

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

#### **C Construction**

##### **C.1 Equipment**

Use a machine that provides a surface finish acceptable to the engineer. Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes.

Use a machine that is equipped with electronic devices that provide accurate depth, grade and slope control, and acceptable dust control system.

##### **C.2 Methods**

Remove existing concrete to the depths as shown on the plan by grinding, planing, chipping, sawing, milling, or by using other methods approved by the engineer.

Perform the removal operation in such a manner as to preclude damage to the remaining pavement and results in a reasonable uniform plane surface free of excessive large scarification marks and having a uniform transverse slope.

The sequence of removal operations shall be such that no exposed longitudinal joints 2 inches or more in depth remain during non-working hours. Windrowing or storing of the removed material on the roadway will only be permitted in conjunction with a continuous removal and pick-up operation. During non-working hours, clear the roadway of all materials and equipment.

The removed pavement shall become the property of the contractor. Properly dispose of it according to standard spec 204.3.1.3.

#### **D Measurement**

The department will measure Removing Concrete Surface Partial Depth in area by the square foot of surface area removed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0109.S	Removing Concrete Surface Partial Depth	SF

Payment is in full compensation for removing the concrete; and for disposing of materials. stp-204-041 (20080902)

### **34. 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)

### **35. Removing Slotted Vane Drain, Item 204.9060.S.003.**

#### **A Description**

This special provision describes removing a slotted vane drain according to the pertinent provisions of standard spec 204 and as hereinafter provided.

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



**C (Vacant)**

**D Measurement**

The department will measure Removing Slotted Vane Drain by the individual vane drain, acceptably removed.

**E Payment**

*Supplement standard spec 204.5 to include the following:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.003	Removing Slotted Vane Drain	EACH

204-025 (20041005)

- 36. Removing Sign Structure S-51-203, Item 204.9105.S.001; Removing Sign Structure S-51-200, Item 204.9105.S.002; Removing Sign Structure S-51-201, Item 204.9105.S.003; Removing Sign Structure S-51-202, Item 204.9105.S.004; Removing Sign Structure S-30-205, Item 204.9105.S.010; Removing Sign Structure S-30-206, Item 204.9105.S.011.**

**A General**

This special provision describes removing existing sign structure including, sign plaque, truss, column, foundation and disposing of the remaining materials according to the pertinent provisions of standard spec 204 and as hereinafter provided.

**B (Vacant)**

**C Construction**

Remove and dispose of existing sign plaque, truss, column, foundation materials according to standard spec 204.3.2.1.

**D Measurement**

The department will measure Removing Sign Structure as a single lump sum unit, acceptably removed and disposed according to the contract.

**E Payment**

*Supplement standard spec 204.5 to include the following:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.001	Removing Sign Structure S-51-203	LS
204.9105.S.002	Removing Sign Structure S-51-200	LS
204.9105.S.003	Removing Sign Structure S-51-201	LS
204.9105.S.004	Removing Sign Structure S-51-202	LS
204.9105.S.010	Removing Sign Structure S-30-205	LS
204.9105.S.011	Removing Sign Structure S-30-206	LS

Payment is full compensation for removing and disposing of sign plaques, truss, columns, foundation; and for furnishing all labor, equipment, tools, and incidentals necessary to complete the work.

204-025 (20041005)

### **37. Backfill Controlled Low Strength, Item 209.0200.S.**

#### **A Description**

This special provision describes furnishing and placing a controlled low strength material designed for use as backfill in trenches for culverts, sewers, utilities, or similar structures, as backfill behind bridges abutments, or as fill for the abandonment of culverts, pipes, or tanks.

#### **B Materials**

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

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

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

#### **C Construction**

Place controlled low strength backfill at the locations and to the lines and grades as shown on the plan. Proportion and mix materials to produce a product of consistent texture and flow characteristics. The engineer may reject any materials exhibiting a substantial change in properties, appearance, or composition.

If the official Weather Bureau forecast for the construction site predicts temperatures at or below freezing within the next 24 hours after placement of controlled low strength backfill, protect the placed materials from freezing during that time period. If the temperature is not

forecast to rise above 40° F for 72 hours after placement, the engineer may require protection from freezing for up to 72 hours.

No controlled low strength backfill shall be allowed to enter any stream, lake, or sewer system. The contractor shall be responsible for any clean up or remediation costs resulting from such occurrences.

#### **D Measurement**

The department will measure Backfill Controlled Low Strength 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
209.0200.S	Backfill Controlled Low Strength	CY

Payment is full compensation for designing the mix; supplying all materials; preparing the proportioned mix; hauling it to the construction site; placing the material; and protecting it from freezing.

stp-209-010 (20090901)

### **38. 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:

- Temporary Mainline widening
- Mainline shoulder repairs

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://wisconsindot.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 94 N-S construction field office. 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.
- Embankments of the project where embankments are 20 feet or higher regardless of location to be known as special compaction area.

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.7.4.6 Embankments of the project 20 feet or higher regardless of location to be known as special compaction area**

Perform the required tests at the following minimum frequencies but exclude MSE wall backfill:

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 6,000 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.7.5.6 Embankments of the project 20 feet or higher regardless of zone to be known as special compaction area**

All embankment material placed where embankments are 20 feet or higher regardless of zone is subject to the quality controls for upper zone material. Exclude MSE wall backfill. For this contract, the station ranges where embankments are 20 feet or higher and require higher levels of compaction (special compaction) are as follows:

- Station 995+00 RT to Station 1002+00 RT
- Station 1004+00 RT to Station 1004+50 RT
- Station 1056+80 RT to Station 1057+50 RT

Also see plan notes identifying special compaction.

## **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.7.6.1.2 Embankments of the project 20 feet or higher regardless of zone to be known as special compaction area excluding MSE wall backfill**

The lower control limit for field density measurements in the special compaction area is a minimum of 98.0 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 95.0 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.7.6.2.2 Embankments of the project 20 feet or higher regardless of zone to be known as special compaction area excluding MSE wall backfill**

The upper control limit for the field moisture content in the special compaction area 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 special compaction area is 90 percent of the determined optimum moisture for the 4-point running average.

### **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 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)

### **39. 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-rsrces/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.

<b>Contract Quantity</b>	<b>Minimum Required Testing per source</b>
$\leq 6000$ tons	One stockpile test prior to placement, and two production or one loadout test. <sup>[1] [2]</sup>
$> 6000$ tons and $\leq 9000$ tons	One stockpile and Three placement tests <sup>[3]</sup> [4] [5]

<sup>[1]</sup> 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.

<sup>[2]</sup> 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.

<sup>[3]</sup> 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.

<sup>[4]</sup> For 3-inch material or lift thickness of 3-inch or less, obtain samples at load-out.

<sup>[5]</sup> Divide the aggregate into uniformly sized sublots for testing

2. Stockpile testing for concrete pavement recycled in place will be sampled on the first day of production.

3. Until a four point running average is established, individual placement tests will be used for acceptance. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
4. Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

### **A.2.3 Department Testing**

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

## **B Materials**

### **B.1 Quality Control Plan**

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.
- (2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories as changes are adopted. Ensure that the plan provides the following elements:
  1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
  2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
  3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
  4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
  5. Descriptions of stockpiling and hauling methods.
  6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
  7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

### **B.2 Personnel**

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

<b>Required Certification Level:</b>	<b>Sampling or Testing Roles:</b>
Transportation Materials Sampling Technician (TMS) Aggregate Technician I (AGGTEC-I) Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Sampling <sup>[1]</sup>

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
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<sup>[1]</sup> Plant personnel under the direct observation of an aggregate technician certified at level one or higher may operate equipment to obtain samples.

- (2) A certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

### **B.3 Laboratory**

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:  
Materials Management Section  
3502 Kinsman Blvd.  
Madison, WI 53704  
Telephone: (608) 246-5388  
<http://wisconsin.dot.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)

**40. Base Aggregate Dense 1¼-Inch for Lower Base Layers.**

*Replace standard spec 305.2.2.1(2) with the following:*

1. Use 1¼-inch base throughout the full base depth.
2. Use ¾-inch base in the top 3 inches of the unpaved portion of shoulders. Use ¾-inch base or 1¼-inch base elsewhere in shoulders.

stp-305-020 (20080902)

#### 41. Asphaltic Mixture For Extreme Conditions, Item 450.1100.S.

##### A Description

This special provision assigns responsibility for extreme weather paving to the department. This special provision applies only to work done under standard spec 450 through 490 that the contract requires to be performed within the following prescribed times:

- Northern Asphalt Zone: between November 1 and April 15 inclusive.
- Southern Asphalt Zone: between November 15 and April 1 inclusive.
- When ambient temperatures are less than 36 degrees Fahrenheit for upper layers, 32 degrees Fahrenheit for lower layers, and the contractor is asked to pave.

This special provision applies only to following work:

DESCRIPTION	LOCATION

##### B Materials

Conform to the materials requirements of standard spec 450 through 490 as modified in other contract special provisions for work specified in A.

##### C Construction

Conform to the construction requirements of standard spec 450 through 490 as modified in other contract special provisions for work specified in A, and as follows:

*Delete standard spec 450.3.2.1.1(1), and 450.5.2(3).*

*Replace standard spec 450.3.2.1.2.2(2) with the following:*

- (2) Engineer written acceptance is required for the cold weather paving plan. Engineer acceptance of the plan does not relieve the contractor of responsibility for the quality of HMA pavement placed in cold weather except as specified in E.

##### D Measurement

The department will measure Asphaltic Mixture For Extreme Conditions by the ton placed for work specified in A. The department will only measure work performed under standard spec 460, 465, and related SPV items if that work conforms to an engineer-accepted cold weather paving plan.

##### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
450.1100.S	Asphaltic Mixture For Extreme Conditions	TON

Payment for Asphaltic Mixture For Extreme Conditions is full compensation for additional materials and equipment required for operations in extreme conditions for work specified in A.

The department will not assess disincentives for density or ride deficiencies attributed to cold weather paving. The department is responsible for damage or defects the engineer attributes to temperature or other extreme conditions. The department will pay separately for repairing this damage or these defects as extra work.

The department will pay separately for work done under standard spec 450 through 490, associated special provisions. The department will not pay separately for the HMA Cold Weather Paving bid item for work specified in A.  
450-010 (20170615)

#### **42. Hot Mix Asphalt Pavement.**

*Supplement standard spec 460.5.1 with the following:*

Payment for Hot Mix Asphalt Pavement items is also full compensation for maintenance during the time the contract specifies.

#### **43. Asphaltic Surface Temporary.**

*Replace standard spec 465.2 (1) with the following:*

Under the Asphaltic Surface Temporary bid item; submit a mix design. Furnish asphaltic mixture meeting the requirements specified for type MT under standard spec 460.2; except the engineer will not require the contractor to conform to the quality management program (QMP) specified under standard spec 460.2.8.  
sef-465-005 (20170310)

#### **44. Cold Patch, Item 495.1000.S.**

##### **A Description**

This special provision describes furnishing cold patch and filling potholes and other voids in existing pavement surfaces as the engineer directs.

##### **B Materials**

Furnish a mixture of course aggregate, natural sand, and MC-250 bituminous material designed to have a workability range of 15-100° F without heating. Ensure that the mixture:

- Adheres to wet surfaces.
- Resists damage from water, salt, and deicing products.
- Requires no mixing or special handling before use.
- Supports traffic immediately after placement and compaction.

Conform to the following gradation:

SIEVE SIZE	PERCENT PASSING (by weight)
1/2-inch (12.5 mm)	100
3/8-inch (9.5 mm)	90 - 100
No. 4 (4.75 mm)	–90 max
No. 8 (2.38 mm)	20 - 65
No. 200 (0.074 mm)	2 - 10
Bitumen	4.8 - 5.4

The department will accept cold patch based primarily on the engineer's visual inspection. The department may also test for gradation.

### **C Construction**

Stockpile cold patch on site on a smooth, firm, well-drained area cleared of vegetation and foreign material. Cover the stockpile and ensure that it is easily accessible. Replenish the stockpile throughout the project duration, but limit the size at any given time to 10 tons on site unless the engineer approves otherwise. Dispose of unused material at project completion unless the engineer directs otherwise.

Place cold patch by hand. Remove ponded water and loose debris before placement. Compact flush with a tamper, roller, or vehicle tire after placement.

Refill patched areas as necessary to maintain a flush pavement surface until project completion.

### **D Measurement**

The department will measure Cold Patch by the ton, acceptably stockpiled on site.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
495.1000.S	Cold Patch	TON

Payment for Cold Patch is full compensation for providing and maintaining patches; for furnishing and replenishing stockpiled material on-site; and for disposing of excess material at project completion.

stp-495-010 (20160607)



#### **45. Salvaged Rail.**

Do not cut sections of guardrail. Give two days advance notice to Racine and Kenosha County before starting the guardrail salvaging work to coordinate pickup arrangements. For guardrail in Racine County, contact Mike Kirschling, Racine County Public Works, 14200 Washington Avenue, Sturtevant, WI, 53177, at (262) 886-8444, or Gail Lantz, WisDOT SE Region Maintenance, at (414) -750-0994. For guardrail in Kenosha County, contact Glenn Fenske, Kenosha County Public Works, Bristol, WI at (262) 620-0497.

#### **46. Right-of-Way Fencing.**

Existing right-of-way woven wire fencing between the IH 94 mainline and frontage roads may be removed to allow for construction operations. Reinstall the woven wire fence within 30 calendar days of the removal of the existing fence. If work operations do not allow the woven wire fence to be reinstalled within 30 days, install and maintain orange safety fence (4-foot height) until the woven wire fence can be reinstalled. A quantity of the Fence Safety item has been included in the contract for this purpose. Where buried facilities or subsurface conditions do not permit driving posts for the safety fence, support posts by other means that will provide stability comparable to driven posts. The department will not pay separately for the right-of-way fence to be reinstalled and the cost will be considered incidental to mobilization.

At no time leave a site where the fencing is inadequate to protect the general public.

#### **47. 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)

#### **48. 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)

#### **49. Mulching.**

*Supplement standard spec 627.3.2(1) with the following:*

Method B and Method C are both required when mulch is located within 40-feet of the IH-94 driving lanes.

#### **50. Blue Specific Service Signs.**

*Add the following to standard spec 638.3.4:*

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

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

#### **51. Nighttime Work Lighting-Stationary.**

##### **A Description**

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

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

##### **C Construction**

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

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

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

1. Layout, including location of portable lighting – lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
2. Specifications, brochures, and technical data of all lighting equipment to be used.

3. The details on how the luminaires will be attached.
4. Electrical power source information.
5. Details on the louvers, shields, or methods to be employed to reduce glare.
6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
7. Detail information on any other auxiliary equipment.

### **C.2 Portable Lighting**

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

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

### **C.3 Light Level and Uniformity**

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

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

### **C.4 Glare Control**

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

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

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

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

### **C.5 Continuous Operation**

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

### **D (Vacant)**

### **E Payment**

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

stp-643-010 (20100709)

## **52. 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)

## **53. Truck or Trailer-Mounted Attenuator, Item 643.1055.S.**

### **A Description**

This special provision describes protecting moving work operations with a truck or trailer mounted attenuator (TMA).

## **B Materials**

Furnish and maintain a TMA conforming to NCHRP Report 350 or MASH approved unit Test Level 3 crashworthiness criteria. Submit written certification from the manufacturer that the host vehicle/ attenuator configuration conforms to the crashworthiness criteria. Include the federal-aid reimbursement eligibility letter with that submittal.

Provide a host vehicle and mount the attenuator conforming to the attenuator manufacturer's specifications. Provide the engineer a copy of the manufacturer's specifications and installation instructions.

## **C Construction**

Coordinate with the engineer at least 72 hours before its intended use so the engineer can determine if the work operation requires TMA protection.

Ensure that an operator stays with the host vehicle while protecting a moving work operation.

## **D Measurement**

The department will measure Truck or Trailer Mounted Attenuator by the day acceptable completed, measured to the ½ day based on engineer determined time that attenuator is required to protect work operations. The department will measure 4 or less hours per calendar day as a half day and over hours as a full day.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
643.1055.S	Truck or Trailer-Mounted Attenuator	DAY

- (2) Payment is full compensation for providing the portable attenuator, host vehicle, and operator.

## **54. Cold Weather Marking Epoxy 4-Inch, Item 646.6464.S.; Cold Weather Marking Epoxy 8-Inch, Item 646.6468.S.**

This special provision adds a bid item for the cold weather pavement marking work specified in standard spec 646.3.1.3.

### **Measurement**

*Replace standard spec 646.4(5) with the following:*

- (5) The department will measure the Cold Weather Marking Epoxy bid items by the LF of marking acceptably replaced, measured after replacement. The department will not measure replaced marking as follows:

- If the contractor fails to maintain the initial marking as required in standard spec 646.3.1.3(2).
- If initial marking is placed on days when the department is assessing liquidated damages.

### **Payment**

*Add the following bid items to standard spec 646.5(1):*

ITEM NUMBER	DESCRIPTION	UNIT
646.6464.S	Cold Weather Marking Epoxy 4-Inch	LF
646.6468.S	Cold Weather Marking Epoxy 8-Inch	LF

*Replace standard spec 646.5(4) with the following:*

- (4) Payment for the Cold Weather Marking Epoxy bid items is full compensation for providing replacement marking including maintenance of the initial marking, removal of the initial marking, and placing the final marking. The department will pay separately for the initial marking under the associated standard spec Marking bid items at the time of initial placement.

stp-646-010 (20170615)

## **55. Backfill Slurry, Item SPV.0035.005.**

### **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 for Size No. 1 in 501.2.5.4.5(1) of the standard specs. 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.0035.005	Backfill Slurry	CY

Payment is full compensation conforming to standard spec 209.5.(2) and 209.5.(5).  
SER-209-001 (20160823)

## **56. Portable Speed Trailer, Item SPV.0045.001.**

### **A Description**

This special provision describes furnishing, hauling, placing, erecting, re-erecting, operating, maintaining, moving and removal of portable speed trailers during the construction of this project.

### **B Materials**

Furnish portable speed trailer conforming to the appropriate requirements of standard spec 643 and the Manual on Uniform Traffic Control Devices (MUTCD), latest edition, for portable changeable message signs (PCMS).

Provide a battery powered device with a regulatory speed limit sign and a radar speed sign displaying speed in mph. The flash rate should be between 50 and 60 cycles per minute. Place the sign so that in the operating mode the bottom of the message panel is 5 feet or higher above the top of curb or near edge of pavement. Orient the message panel so the message is legible from 850 feet under both day and night conditions.

### **C Construction**

Furnish, haul, place, erect, re-erect, operate, maintain, move, and remove devices at locations as the plans show and as directed by the engineer.

Coordinate the placement and duration of these devices with the engineer at least 24 hours before its intended use and accommodate within the project. Provide an area to park the devices that is still visible to traffic.

Space five traffic control drums at ten foot intervals as needed in front of the portable speed trailer.



Move devices not performing as intended to the satisfaction of the engineer within 24 hours of notification.

#### **D Measurement**

The department will measure Portable Speed Trailer by the day acceptably completed. For this special provision, the number of days measured is defined as the number of calendar days that the portable speed trailer is used in moving operations or short-term stationary work. A calendar day begins with each deployment within a defined time-frame and exceeding two hours.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.001	Portable Speed Trailer	DAY

Payment is full compensation for furnishing, hauling, placing, erecting, re-erecting, operating, maintaining, moving and removal of portable speed trailers during the construction of this project. Drums are paid separately under traffic control items.  
sef-643-025 (20171004)

### **57. Dynamic Late Merge System, Item SPV.0045.002.**

#### **A Description**

This special provision describes providing, repositioning, operating, maintaining, monitoring, calibrating, testing and removing a dynamic late merge system (DLMS) capable of measuring vehicular speeds at downstream sections of the roadway and activating the system.

#### **B Materials**

Provide DLMS components and software that is National Transportation Communications for ITS Protocol (NCTIP) compliant.

##### **B.1 Portable Changeable Message Signs (PCMS)**

Provide PCMS conforming to standard spec 643. Ensure each PCMS or solar-powered trailer is integrated with a portable traffic sensor, modem, and other equipment (e.g. automated system manager) mounted on it, and acts as a single device for the purpose of communicating with similarly integrated devices and displaying real-time traffic conditions.

##### **B.2 Portable Traffic Sensors (PTS)**

Provide PTS that are non-intrusive and capable of capturing vehicle speed in mph and traffic volume. Ensure one PTS, at a minimum, is capable of capturing lane-by-lane vehicle speed, traffic volume, vehicle occupancy, and vehicle classification.

##### **B.3 Static Traffic Control Signs with Temporary Flashing Beacons**

Provide static traffic control signs with temporary flashing beacons conforming to standard spec 658.2.2, Traffic Signal Faces.

#### **B.4 Automated System Manager (ASM)**

Provide an ASM that assesses current traffic data captured by the PTS, determines the appropriate merging strategy based upon pre-determined speed thresholds, and communicates appropriate messages to the motorists through the PCMS.

#### **B.5 System Communications**

Ensure DLMS communications meet the following requirements:

1. Perform required configuration of the DLMS communication system automatically during system initialization.
2. Communication between the server and any individual PCMS or PTS are independent through the full range of deployed locations, and do not rely upon communications with any other PCMS or PTS.
3. Incorporate an error detection/correction mechanism into the DLMS communication system to ensure the integrity of all traffic condition data and motorist information messages.

#### **B.6 System Acceptance**

Submit vendor verification to the engineer that the system will adequately perform the functions specified in this special provision 14 calendar days before the pre-construction meeting. Adequate verification includes past successful performance of the system, literature and references from successful use of the system by other agencies, and/or demonstration of the system.

Provide contact information for a designated representative responsible for monitoring the performance of the system and for making modifications to the operational settings as the engineer directs.

Provide all testing and calibration equipment.

### **C Construction**

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

Number the devices in chronological order so they are visible from the shoulder with 6inch white high reflective sheeting.

Provide technical personnel for all system calibration, operation, maintenance, and timely on-call support services.

Promptly correct the system within 24 hours of becoming aware of a deficiency in the operation or individual part of the system.

A minimum of seven days before deployment, place the DLMS and demonstrate to the department that the DLMS is operational.

Maintain the DLMS for the duration of the project. Ensure the system operates continuously (24 hours, 7 days a week) in the automated mode throughout the duration of the project.

Remove the system upon project completion.

## **C.2 Reports**

Provide an electronic copy of a weekly summary report via email to the engineer. Ensure the report includes, at a minimum, the average speed per sensor, traffic volume, vehicle classification, time in congestive state per sensor and number of triggers per day.

## **C.3 Meetings**

Attend mandatory in-person pre-construction meetings with the department. Attend additional meetings the department may require on a periodic basis. These meetings may be held in person or via teleconference, as scheduled by the department.

## **C.4 Programming**

### **C.4.1 General**

Program the DLMS to ensure that the following general operations are performed:

1. Provide a password protected login to the ASM, website and all other databases.
2. The DLMS operates as a unit where the flashing beacons and the PCMS activate at the same time for the same scenario. System operation may be based on as few as one PTS.
3. The ASM ensures that messages sent to the connected PCMS and flashing beacons are synchronized so that all the messages on all the PCMS are for the same traffic conditions.
4. Provide real-time data from the ASM to a website with a full color mapping feature and refresh every 60 seconds. Make data on website available to the department at all times for the duration of the work zone activity. Ensure website includes at a minimum:
  - Vehicle speeds
  - PCMS messaging
  - Device locations
  - Traffic volume
  - Occupancy
  - Vehicle Classification
5. Archive all traffic data and PCMS messages in a Microsoft excel format with date and time stamps.
6. Configure the website to quantify system failures which includes communication disruption between any devices in the system configuration, PCMS malfunctioning, PTS malfunction, loss of power, low battery, etc.
7. Provide default and advisory messages automatically based on traffic conditions.
8. Ensure the system autonomously restarts in case of any power failure.
9. Provide the department access to manually override PCMS messages for a user-specified duration, after which automatic operation will resume display of messages appropriate to the prevailing traffic conditions. Document all override messages.

### **C.4.2 System Operation Strategy**

Arrange for the vendor/manufacturer to coordinate system operation, detection, trends/thresholds, and messaging parameters with the engineer.

#### **Free Flow:**

Input the free flow traffic conditions as the department directs. Typical traffic conditions that warrant this strategy may include:

1. Trend of vehicle speeds at one or more point above an adjustable parameter. Set this parameter as the engineer directs for optimal results based on on-site monitoring and review. Typically, greater than 50 mph may be utilized as a guideline.
2. A trend of vehicle volume at one or more point below an adjustable parameter. Set this parameter as the engineer directs for optimal results based on on-site monitoring and review. Typically, less than 1000 vehicles/hour/lane may be utilized as a guideline.
3. A trend including increased vehicle speeds together with reduced volume. Set these parameters as the engineer directs for optimal results based on on-site monitoring and review.

During free flow conditions, display no lane use messages, and therefore allow traffic to resume typical early merge operation.

#### **Congestion:**

The congestion traffic conditions will be determined by the department, but typical traffic condition warrants may include:

1. A trend of vehicle speeds at one or more points below an adjustable parameter. Set this parameter as the engineer directs for optimal results based on on-site monitoring and review. Typically, less than 40 mph may be utilized as a guideline.
2. A trend of vehicle volume at one or more point above an adjustable parameter. Set this parameter as the engineer directs for optimal results based on on-site monitoring and review. Typically, greater than 1500 vehicles/hour/lane may be utilized as a guideline.
3. A trend including reduced vehicle speeds together with increased volume. Set these parameters as the engineer directs for optimal results based on on-site monitoring and review.

When traffic conditions warrant a change to the late merge strategy, activate the temporary flashing beacons and display lane use messages on the PCMS together. Example messages for congestion traffic conditions are below. Locate the PCMS in advance of the lane closure as determined by the engineer and system provider based upon estimated queue lengths and project geometry.

Quantity and approximate locations of PCMS for various stages are shown in the plans. The individual PCMS in the system shall initially display the following messages and can be adjusted by the engineer at their discretion:

- Point of merge:

PHASE 1	PHASE 2
MERGE HERE	TAKE TURNS

- Intermediate PCMS:

PHASE 1	PHASE 2
STAY IN LANE	DO NOT MERGE

- PCMS located beyond estimated maximum queue length:

PHASE 1	PHASE 2
STOPPED TRAFFIC AHEAD	USE BOTH LANES

### C.5 Calibration and Testing

At the beginning of the project and monthly throughout the duration of the project, perform a successful field test and calibration at the DLMS location to verify the system is detecting accurate vehicle speeds and volumes, and accurately relaying the information to the ASM and the PCMS.

Send email of successful calibration and testing to the engineer.

### D Measurement

The department will measure Dynamic Late Merge System by the day acceptably completed, measured as each complete system per roadway.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.002	Dynamic Late Merge System	DAY

Payment is full compensation for providing, repositioning, operating, maintaining, monitoring, calibrating, testing, and removing the complete system consisting of PCMS, PTS, ASM, and system communications.

Failure to correct a deficiency to the PCMS, PTS, or AMS within 24 hours after notification from the engineer or the department will result in a one day deduction of the measured quantity for each day in which the deficiency is not corrected.

Failure to correct the website within 24 hours after notification from the engineer will result in a 10% reduction of the day quantity for each day the website is down.

It is the engineer's sole discretion to assess the deductions for an improperly working DLMS.

**58. Cover Plate Left In Place, SPV.0060.003.**

**A Description**

This special provision describes furnishing, installing and leaving in place a steel plate to cover and support asphaltic pavement and traffic loading at manholes, inlets and similar structures.

**B Materials**

Provide a 0.5-inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

**C (Vacant)**

**D Measurement**

The department will measure Cover Plate Left In Place as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.003	Cover Plate Left In Place	EACH

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

**59. Mobilizations Emergency Pavement Repair, Item SPV.0060.016.**

**A Description**

This special provision describes furnishing and mobilizing personnel, equipment, traffic control, and materials to the project site to repair the existing pavement for emergencies as the engineer directs. An emergency is a sudden occurrence of a serious and urgent nature, beyond normal maintenance of the existing pavement.

**B (Vacant)**

**C Construction**

Mobilize with sufficient personnel, equipment, traffic control, materials and incidentals on the jobsite within 4 hours of the engineer's written order to repair the existing pavement on an emergency basis.

**D Measurement**

The department will measure Mobilizations Emergency Pavement Repair as each individual mobilization acceptably completed. The department will not include delivering and installing pavement repair or maintenance materials provided for in specific contract bid items. All traffic control items used for each Mobilization will be considered incidental to the Mobilization.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.016	Mobilizations Emergency Pavement Repair	EACH

Payment is full compensation for the staged moving of personnel, moving equipment, setting up and removing traffic control, traffic control materials, and moving materials. The department will pay separately for delivery and installation of pavement repair materials under the other bid items in this contract. The department will not pay separately for traffic control items and materials even though they may be included in other bid items in this contract and will consider them incidental to each Mobilization.

sef-999-025 (20170310)

**60. Manhole 10-Feet, Item SPV.0060.027.****A Description**

- (1) This special provision describes furnishing and installing manhole structures at the depths and locations shown on the plans according to the pertinent provisions of standard spec 611 and as hereinafter provided.

**B Materials**

- (1) Furnish materials conforming to the requirements specified in standard spec 611.2.

**C Construction**

- (1) Place manholes as shown in the plans and as specified in standard spec 611.3. Construct according to Manholes Type 3 as indicated in the standard detail drawing "Manholes Type 2 and 3" except with a 10-ft interior diameter as indicated on the plans.

**D Measurement**

- (1) The department will measure each Manhole (diameter) separately as a unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.027	Manhole 10-Feet	EACH

(2) Payment is full compensation as specified in standard spec 611.5.2.

**61. Sign Support Galvanized Posts 8.5-FT, Item SPV.0060.028.**

**A Description**

This special provision describes furnishing and installing galvanized sign supports 8.5 feet in length, as shown in the plans, according to the applicable provisions of standard spec 634 and as hereinafter provided.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Sign Support Galvanized Posts 8.5-FT for each individual sign support post, furnished and installed acceptably.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.028	Sign Support Galvanized Posts 8.5-FT	EACH

Payment is full compensation for providing all materials, for fabricating, transporting, erecting.

**62. Crash Cushions Temporary Left In Place, Item SPV.0060.040.**

**A Description**

This special provision describes furnishing and installing Crash Cushions Temporary as shown on the plans.

Crash Cushions Temporary Left In Place becomes property of the department after final acceptance by the engineer.

**B Materials**

This work shall be according to the pertinent provisions of standard spec 614.2 and as hereinafter provided.

**C Construction**

This work shall be according to the pertinent provisions of standard spec 614.3, as shown on the plans, and as hereinafter provided.

**D Measurement**

The department will measure Crash Cushions Temporary Left In Place as each crash cushion temporary, acceptably left in place.



**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.040	Crash Cushions Temporary Left In Place	EACH

Payment is full compensation for furnishing and installing the crash cushions temporary and for leaving in place.

**63. Welding Sewer Access Covers, Item SPV.0060.052.****A Description**

This special provision describes installing and maintaining welds on sewer access covers subjected to live freeway traffic during staged construction as shown on the plans.

**B Materials**

Furnish nickel alloy electrodes stored in hermetically sealed containers. Use Lincoln Ferroweld, Crown 255, ESAB Nickel-Arc 99, MG289 ACDC Super Strength Electrode for Contaminated cast iron, or other nickel alloy stick electrodes as approved by the engineer. Use a mastic joint sealer conforming to standard spec 608.2.1(5) and guidance within The Society for Protective Coatings.

**C Construction**

Remove material that will interfere with mastic application. Line the inside ledge of the sewer access with mastic as directed by the engineer.

Remove material that will interfere with weld connections. Clean the weld locations on the cover and casting to bright metal with a steel grinding wheel.

Weld conforming to AWS A5.15 using certified operators. Preheat the casting/cover in the area of the weld to a minimum temperature of 100 F.

Cover each weld with a 2-Inch thick layer of clean, dry, sand in a temperature range of 70 to 90 F immediately after welding to slow cooling. Do not cool with water or compressed air.

Maintain the work by promptly re-welding failed welds. The engineer may allow alternative fastening methods if welds fail repeatedly. Repair or replace damaged covers as the engineer directs.

**D Measurement**

The department will measure Welding Sewer Access Covers as each individual cover, 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.0060.052	Welding Sewer Access Covers	EACH

Payment is full compensation for cleaning covers, weldings and re-welding failed welds from current contract. Payment also includes repairing or replacing covers damaged due to welding. Removal of welds will be paid for under a separate item.  
sef-999-055 (20170406)

#### **64. Reconnect Storm Sewer, Item SPV.0060.092.**

##### **A Description**

This special provision describes connecting new storm sewer pipe or structures to existing storm sewer pipe or structures. This special provision also describes connecting a new manhole or inlet to existing pipe.

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

##### **C Construction**

Remove existing concrete collars, pipe seals or end walls constructed under previous projects or in earlier stages of this project. Verify that positive drainage is achieved when connecting new pipe to existing structures or storm sewer. If necessary reset pipe stubs or sections of existing pipe to ensure positive drainage. Salvage any structurally sound pipe that requires removal if prior approval is granted by the engineer. Connect the new pipe or structure to the existing pipe or structures with the appropriate coupling, concrete collar or by means approved by the engineer. Use concrete masonry for concrete collar conforming to standard spec 501.

##### **D Measurement**

The department will measure each new pipe or structure connection to existing pipe or structure approved in the field. Measurement will include connections of new pipe or structures to pipe or structures placed in previous stages of the project, in addition to pipe or structures constructed under previous projects.

##### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.092	Reconnect Storm Sewer Laterals	EACH

Payment is full compensation for performing all work; removing seals, end walls and concrete collars, providing all materials, coring, couplings, concrete collars. Any additional pipe or materials required to reconnect the storm sewer shall be considered incidental to this bid item. The new pipe and removal of the existing pipe will be paid separately under their respective bid items.

**65. Maintain and Salvage Crash Cushions Temporary Left In Place, Item SPV.0060.098.**

**A Description**

This special provision describes maintaining and salvaging temporary crash cushions left in place according to standard spec 614 and as hereinafter provided.

**B Materials**

Furnish any replacement materials for the temporary crash cushions left in place by others according to the pertinent requirements of standard spec 614.2.

**C Construction**

Maintain and remove the temporary crash cushion according to standard spec 614.3.4.

Salvage the crash cushions temporary left in place according to standard spec 614.3.7

Remove and stockpile crash cushions temporary left in place at an on-site location determined by the engineer. Give two days advance notice to Racine County before starting the crash cushion salvaging work to coordinate pickup arrangements. Contact Mike Kirschling, Racine County Public Works, 14200 Washington Avenue, Sturtevant, WI, 53177, at (800) 522-6240.

**D Measurement**

The department will measure Maintenance and Salvage of Crash Cushions Temporary Left In Place as each individual crash cushion location, 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.0060.098	Maintain and Salvage Crash Cushions Temporary Left In Place	EACH

Payment is full compensation for maintaining and salvaging the crash cushions.

**66. Pavement Cleanup Project 1035-04-71, Item SPV.0075.090.**

**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:

- Frontage Roads
- 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) 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.0075.090	Pavement Cleanup Project 1035-04-71	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.

sef-104-006 (20170323)

## **67. Concrete Barrier Temporary Precast Delivered Special, Item SPV.0090.017.**

### **A Description**

This special provision describes leaving in place temporary precast reinforced concrete barrier conforming to the shape, dimensions, and details the plans show and conforming to the appropriate provisions of standard spec 603 and as modified in this special provision.

Concrete Barrier Temporary Precast Delivered Special becomes property of the department after final acceptance by the engineer.

### **B (Vacant)**

### **C Construction**

#### **C.1 Delivery, On-The-Project Trucking, and Removal**

*Replace standard spec 603.3.2.2 (1) with the following:*

Under the Concrete Barrier Temporary Precast Delivered Special bid item, furnish and deliver temporary barrier to worksites within the project and leave it in place upon project completion.

### **D Measurement**

The department will measure the Concrete Barrier Temporary Precast Delivered Special by the linear foot, acceptably completed, measured as the linear feet of installed length left in place once for each contract-identified worksite within the project and other moves the

engineer directs. The department will only measure moves requiring a truck haul. The department will not measure moves 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.0090.017	Concrete Barrier Temporary Precast Delivered Special	LF

*Replace standard spec 603.5.3 (1) with the following:*

Payment for Concrete Barrier Temporary Precast Delivered Special is full compensation for providing barrier, initial delivery, trucking between worksites and leaving barrier, steel rail connections and steel cap rail in place after contract completion.  
sef-603-010 (20171004)

### **68. Maintain Concrete Barrier Temporary Precast, Item SPV.0090.018.**

#### **A Description**

This special provision describes maintaining existing concrete barrier temporary precast including attached temporary glare screen and reflectors. The temporary barrier has been left in place under a previous contract. Assume ownership and responsibility of the temporary barrier, temporary glare screen and reflectors upon the contract's Notice to Proceed. The location of this temporary barrier is shown in the Traffic Control plans.

Concrete barrier temporary precast, including attached temporary glare screen and reflectors that are to remain in place at the end of this contract as shown in the Traffic Control plans, becomes property of the department after final acceptance by the engineer.

#### **B Materials**

The concrete barrier temporary precast left in place from a previous project is Wisconsin type concrete barrier temporary precast.

#### **C Construction**

Maintain Wisconsin type concrete barrier temporary precast left in place conforming to standard spec 603.

Realign the wall after snow plow operations or as directed by the engineer. Maintain reflectors and hardware in a condition similar to when new on the project.

Keep drainage/lifting slot holes free from debris.

#### **D Measurement**

The department will measure Maintain Concrete Barrier Temporary Precast by the linear foot of concrete barrier temporary precast, acceptably maintained.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.018	Maintain Concrete Barrier Temporary Precast	LF

Payment is full compensation for receiving, maintaining, keeping concrete barrier temporary precast drainage/lifting slot holes free from debris, and leaving on the project site concrete barrier temporary precast including attached temporary glare screen and reflectors. The straightening and realignment of barrier wall as directed by the engineer will be paid for under the item Concrete Barrier Temporary Precast Installed for the linear feet of barrier realigned.

## **69. Drain Slotted Vane Longitudinal, Item SPV.0090.052.**

### **A Description**

This special provision describes providing Drain Slotted Vane Longitudinal as the plans show, conforming to standard spec 501, 505, 608, and 611, and as provided in this special provision.

### **B Materials**

Construct the pipe that the vane drain casting rests in using 15-inch diameter SDR-35 poly vinyl chloride, (PVC) sewer pipe for permanent drains and 15-inch diameter steel spiral rib (SSR) sewer pipe for temporary drains subjected to live traffic.

Conform to standard spec 611 for all other materials.

Conform to standard spec 415.2.1 for encasing material around the pipe.

Furnish steel reinforcement conforming to standard spec 415.2.2

Furnish concrete curing compounds conforming to standard spec 415.2.4.

### **C Construction**

Before encasing the pipe in concrete, cover the upper end of the slotted drain as the plans show. Otherwise, obtain engineer approval before variations.

Before construction operations adjacent to the slotted area of the slotted vane drain pipe, cover the slots on the top of the drain.

### **D Measurement**

The department will measure Drain Slotted Vane Longitudinal by the linear foot, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.052	Drain Slotted Vane Longitudinal	LF

Payment is full compensation for furnishing all materials, including PVC pipe and end cap, slotted vane drain castings, concrete masonry and reinforcement; adjusting bricks; drilling inlet or manhole cover to accommodate connection bolts to vane drain; hauling and placing the pipe; making connections to existing inlets; sawing; encasement material around the pipe; concrete curing compound; tie bars and dowel bars, and cleaning out and restoring site of work.

Remove material entering the pipe at no additional cost to the department. If any section of pipe is damaged or is unsatisfactory as determined by the engineer, replace the drainpipe at no additional cost to the department.  
sef-611-010 (20170330)

## 70. Heavy Duty Silt Fence, Item SPV.0090.084.

### A Description

This special provision describes the delivery, installation, maintenance, and removal of Heavy Duty Silt Fence. Install fence as directed by the engineer. Do not remove fence until directed by the engineer.

### B Materials

Provide Heavy Duty Silt Fence consisting of a composite of woven wire fence fabric, posts, geotextile, fasteners, and to be assembled by the contractor. Woven wire fence fabric shall be a standard field fence type a minimum of 4 feet high, a maximum mesh spacing of 6-inches and minimum 14-<sup>1</sup>/<sub>2</sub> gauge wire.

Provide “studded tee” or “U” type metal posts with a minimum length of 7 feet –6 inches and a minimum weight of 1.3 lb/ft.

Provide geotextile fabric meeting the following requirements

Property	Unit	Test Method	Minimum Average Roll Value
Grab Tensile Strength	LB.	ASTM D4632	380
Grab Tensile Elongation	%	ASTM D4632	50
Puncture Strength	LB.	ASTM D4833	240
Trapezoid Tear Strength	LB.	ASTM D4533	145
Apparent Opening Size	U.S. Standard Sieve	ASTM D4751	170 (0.09 mm)
Permittivity	sec <sup>-1</sup>	ASTM D4491	0.7



Water Flow Rate	Gal/min/ft <sup>2</sup>	ASTM D4491	50
UV Resistance after 500 hours	% strength retained	ASTM D4355	70

Furnish a manufacturer's Certified Report of Test or Analysis that the geotextile fabric delivered for use in the work meets the above requirements to the engineer at least 15 days prior to use in the work. Provide geotextile fabric bearing markings to clearly identify it with the applicable test report furnished to the engineer.

Supply material in 15'9" wide rolls and cut in half.

### **C Construction**

Install the Heavy Duty Silt Fence as directed by the engineer and shown on the attached detail drawing. Space ties and anchors to adequately support system. Include or add acceptable guy lines, where required, for additional support.

Maintenance work, when required, will be specified on erosion control orders. Maintenance includes replacement of failed 12GA wire ties; re-anchoring of metal posts (standing lying sections back-up); entrenchment of the bottom fabric; and guy line repairs, if required. Geotextile fabric and woven wire fence fabric replacement not required for maintenance.

### **D Measurement**

The department will measure Heavy Duty Silt Fence by the linear foot, acceptably completed. The department will measure along the base of the fence, center-to-center of end post, for each section of fence.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.084	Heavy Duty Silt Fence	LF

Payment is full compensation for furnishing all furnishing, assembling, erecting, maintaining, and removal of the silt fence.

## **71. Temporary Glare Screen Left In Place, Item SPV.0090.090.**

### **A Description**

The work under this item shall include furnishing, installing, maintaining, and leaving in place a modular paddle glare guard system on concrete barrier temporary precast at the indicated locations according to the plans and standard specifications, as directed by the engineer and as hereinafter provided.

## **B Materials**

Glare guard units shall be modular units consisting of vertical blades, bases and a horizontal base rail. The paddle devices shall be a minimum of 24 inches in height and be constructed of durable, impact resistant, non-warping flexible materials.

Units shall be modular in design to provide for portability, quick repair and easy installation. The cumulative nominal length of the modular units shall equal the length of the temporary barrier on which they are installed so that the joint between the barrier sections shall not be spanned by any one unit. Units shall not alter the design of the concrete barrier.

The relative connection strengths between various components of the assembly shall be designed to minimize the potential impact and debris hazard to approaching traffic and to simplify repairs. The modular units shall be fabricated in a manner to allow replacement of individual blades while the modular unit remains in place.

The blade, base and rail shall be made of high impact materials with sufficient strength to withstand three impacts from a horizontal steel bar traveling at 40 mph and impacting at mid-height of the blade. After three impacts, there shall be no evidence of cracking, splitting, delaminating or separation from the system.

The paddle glare guard provided shall be a material manufactured by Safe-Hit Corporation, 2405 IH 35 West, New Braunfels, Texas, 78130, Carsonite International, 2900 Lockhead Way, Carson City, Nevada, 89701, or Flexstake Incorporated, 2150 Andrea Lane, Fort Myers, Florida, 33912, or approved equal.

## **C Construction**

Attachment of the base rail to the top of the concrete barrier temporary precast shall be by means of a mechanical or adhesive system with a minimum pullout and shear of 3000 PSI. All mounting hardware shall be as specified by the manufacturer.

## **D Measurement**

The department will measure Temporary Glare Screen Left In Place by the linear foot of paddle glare guard, 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.0090.090	Temporary Glare Screen Left In Place	LF

Payment is full compensation for furnishing, installing, maintaining, and leaving in place the Temporary Glare Screen Left In Place.

## **72. Survey Project 1035-04-71, Item SPV.0105.089.**

### **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
- pipe culverts
- drainage structures
- pavement
- pavement markings (temporary and permanent)
- barriers (temporary and permanent)
- overhead signs
- freeway and local street lighting
- electrical installations
- supplemental control
- slope stakes
- 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.

*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:*

The department will measure the Survey Project 1035-04-71 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.0105.089	Survey Project 1035-04-71	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)

## **73. Field Office Special, Item SPV.0135.002.**

### **A Description**

This special provision describes furnishing, equipping, and maintaining field office facilities.

### **B Materials**

Obtain engineer approval before providing an existing office building, or an existing building converted to office-type use. Ensure that the building meets all applicable health, fire, and building codes and standards and is less than one mile from the project limits.

Provide; maintain in clean good working condition; and stock lavatory with sanitary supplies, including a sufficient supply of soap; hand sanitizer; toilet paper; and paper towels. The on-site sanitary facilities must meet Federal, State, and local health department requirements at all times.

Equip these facilities with suitable natural and artificial lighting. Also provide adequate heating and air conditioning equipment and fuel necessary to maintain a temperature range from 68 F to 80 F during the hours occupied.

Equip:

- Doors and windows with locks.
- Exterior doors with dead bolt locks.
- Windows with exterior screens to allow adequate ventilation.

Supply a first aid kit in each field office provided under the contract. Ensure the kits are readily accessible to project personnel. Check and replenish the contents of each kit at least once a week. Ensure that each kit contains, at a minimum, a supply of nitrile examination gloves, CPR masks, adhesive tape, pressure and cling bandages, antiseptic wipes, bite/sting swabs, cold packs, and safety goggles.

Equip with a 6-pound or larger fire extinguisher conforming to class A, B, and C of the NFPA Code.

Provide at least 2000 square feet interior useable floor space, including shared spaces, such as plan review areas, conference rooms, meeting areas, hallways, and restrooms.

Obtain engineer's approval of a suitably sized, open meeting area, including tables and folding chairs to accommodate regularly scheduled meetings of 30 people.

Provide 10 workstations, including a lockable desk, shelf, and fireproof 4-drawer file cabinet. Provide 3 private rooms, additionally equipped with a four-shelf bookcase, a large lockable metal storage cabinet, and a 48" x 36" whiteboard with dry-erase markers. Supply the interior doors to these rooms with locksets.

Provide one ergonomically correct office chair in working condition, with, at a minimum, the following features, for each workstation:

- Five-legged base with casters.
- High backrest.
- Seat adjustable from 15 inches to 22 inches from the floor with a "seamless waterfall", rounded front edge.

Provide at least 10 high speed broad band internet connections at upload and download speeds ranging from 20-50 Megabits/second (Mbps). Use a minimum of "small office or home networking" package, including a Dynamic IP Address (DHCP), a wireless router, a Digital Subscriber Loop (DSL) or Cable Modem Router. The package shall accommodate IPsec based VPN products.

Provide and install into the field office 2 two-line programmable touch-tone telephones and telephone exchanges with local and long distance service. At least one will be a cordless type operating at least 2.4 GHz. The voice exchanges are to be configured so that the incoming calls for any voice exchange utilize an open exchange. Furnish a voice mail answering service. The telephones and the communication services are for the sole use of the department staff.

Provide one new, wireless high-capacity color printer/photocopier/scanner capable of printing and copying up to 11" x 17" paper, with the ability to perform duplexing, sorting, stapling, and multiple sheet auto feeding, with a built-in scanner with the capability to scan black and white and color up to 11" x 17" at a minimum of 1200dpi, and with a network connection, as approved by the engineer.

Provide and maintain an adequate supply of bottled drinking water. Provide a refrigerator with a minimum 18 cubic foot capacity, including a freezer. Provide a microwave oven with a minimum 1.1 cubic foot capacity, a minimum of 1000 watts, and a removable glass turntable.

Maintain the field office equipment and provide supplies for the photocopiers as requested by the engineer.

Provide for the professional cleaning of the field office during regular business hours twice monthly.

Provide clearly marked recycling and waste receptacles within the field office, and separate recycling and waste dumpsters near the field office. Cover outdoor containers to keep out rain, and snow. Provide regularly scheduled recycling and waste pick-up.

Include an adjacent, no-fee, lighted parking lot large enough to accommodate the needs of the field office at peak usage, as approved by the engineer. Maintain the parking lot and egress, including snow removal.

### **C Construction**

Do not combine field offices, or combine them with, or attach them to, any buildings used by the contractor, unless the engineer allows in writing. The contractor may furnish, if the contract allows, the field offices jointly in cooperation with other contractors on designated projects.

Do not begin construction operations requiring the use of the field offices by the department until the required field offices are approved by the engineer, furnished, fully equipped, and made ready for use as the engineer directs.

The field office shall remain available for department until the engineer approves its closure. These field facilities are for the sole use of the department and upon contract completion remain the contractor's property.

### **D Measurement**

The department will measure Field Office Special by the month, or partial month where applicable, 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.0135.002	Field Office Special	MON

Payment is full compensation for providing, equipping, securing, cleaning and maintaining the facility and associated parking lot; for telecommunications equipment, installation, and service fees; and for providing all incidentals, including bottled water, refrigerator/freezer, microwave, utilities, fuel, safety, ventilation, toilet facilities, and office supplies as required, either independently or jointly, for the time specified in section C.

sef-642-005 (20171025)

## **74. Removal and Disposal of Invasive Plant Species, Item SPV.0170.002.**

### **A Description**

- (1) This work shall consist of removing and disposal of invasive plant species, including but not limited to Phragmites, Cut-leaved teasel and Wild Parsnip per the Invasive Species Identification, Classification, and Control Rule (Chapter NR 40, Wis. Adm. Code). Plants shall be removed and disposed from areas shown on the plans. It shall include furnishing all necessary materials and performing all necessary work such as excavating topsoil, cutting stems, removing individual plants including roots, disposing of plants, and such work necessary and incidental to complete the item according to the plans, specifications, and contract.

### **B (Vacant)**

### **C Construction**

#### **C.1 Removing and Disposing of Phragmites (Common Reed)**

- (1) All phragmite plants shall be removed from areas shown in the plans. Removal of phragmites shall include removal of the entire plant and root system. Removal shall be performed by removal of all existing topsoil and plant biomass from the areas shown on the plans. Topsoil and biomass removed from invasive plant areas shall be kept in a separate stockpile than topsoil intended for reuse on the project under the Salvaged Topsoil item.
- (2) All plants removed shall be disposed either on-site under a minimum of 5 feet of fill or plants shall be taken to a solid waste landfill. Transport of plants to any location other than a licensed landfill shall require approval by the WisDNR. Disposal of plants under fill or at a licensed landfill shall occur within 1 day of removal.

#### **C.2 Removing and Disposing of Cut-leaved Teasel and/or Wild Parsnip**

- (1) All Cut-leaved Teasel and/or Wild Parsnip plants shall be removed from areas shown in the plans. Removal of Cut-leaved Teasel and Wild Parsnip shall be by cut at the stem or completely excavated. Removal shall be performed by either removal of each individual plant by hand or by removal of all existing topsoil and plant biomass from the areas shown on the plans. If excavation methods are used to remove plants, the topsoil shall be kept in a separate stockpile than topsoil intended for reuse on the project under the Salvaged Topsoil item.
- (2) All plants removed shall be disposed either on-site under a minimum of 5 feet of fill or plants shall be taken to a solid waste landfill. Transport of plants to any location other than a licensed landfill shall require approval by the WisDNR. Disposal of plants under fill or at a licensed landfill shall occur within 1 day of removal.

#### **C.3 Wild Parsnip Safety**

- (1) Care shall be taken when handling Wild Parsnip. When sap contacts skin in the presence of sunlight, it can result in severe rashes, blisters, and discoloration of the skin (phytophotodermatitis). Wear gloves, long sleeves, and long pants when handling this species.



### **C.3 404 Permit**

- (1) Areas of invasive species shown on the plan may be outside of wetland fill areas covered under the 404 permit. Excavation shall not be performed in these areas. For Cut-leaved Teasel and Wild Parsnip in these areas, the plants shall be cut at the stem, removed and disposed according to Section C.2.

### **C.5 DNR Contact**

- (1) A minimum of two weeks prior to excavation within invasive plant species areas, contact WisDNR for identification and delineation of invasive species in the field. The DNR contact is:

Kristina Betzold  
Environmental Analysis and Review Specialist  
Wisconsin Department of Natural Resources  
2300 North Dr. Martin Luther King Jr. Drive  
Milwaukee, WI 53212  
Phone: (414) 507-4946  
krisitna.betzold@wisconsin.gov

### **D Measurement**

The department will measure Removal and Disposal of Invasive Plant Species by the full 100-foot station acceptably completed, measured along the roadway reference line with each full 100-foot station starting and ending at a +00 station. The department will measure along the I-94 reference line and will apply for a removal and disposal of invasives required from the shoulder point of I-94 to the shoulder point of the frontage road.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0170.002	Removal and Disposal of Invasive Plant Species	STA

- (2) Payment is full compensation for removing, stockpiling, excavating, loading, hauling, and either on-site disposal or licensed landfill disposal of these invasive plants.

If invasive plants are removed by excavation methods, the department will pay for restoring topsoil under the Salvaged Topsoil or Topsoil items.

## **75. Removing Concrete Rumble Strips, Item SPV.0180.004.**

### **A Description**

This special provision describes removing existing rumble strips located in existing concrete shoulder along I-94 North/South Corridor, as the plans show, and conforming to the appropriate provisions of standard spec 204, and as modified in this special provision. Fill the milled area with asphaltic surface temporary.

**B Materials**

Furnish asphaltic surface temporary conforming to the appropriate provisions of this contract and standard spec 465.

**C Construction**

Mill the existing rumble strips to a 0.75-inch minimum depth below the lowest corrugation. Clean the milled area before placement of tack coat. Fill the milled area with asphaltic surface temporary to provide a smooth driving surface as directed by the engineer.

**D Measurement**

The department will measure Removing Concrete Rumble Strips by the square yard of existing rumble strip, before removal by milling, 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.0180.004	Removing Concrete Rumble Strips	SY

Payment is full compensation for milling existing rumble strips; cleaning and tacking; furnishing, placing and compacting asphaltic surface temporary; and for disposal of all materials.

sef-204-010 (20171004)

**76. Profile Milling SPV.180.013.****A Description**

This special provision describes the profile milling of driving surfaces.

**B (Vacant)****C Construction****C.1 Milling**

Mill the pavement to provide a final driving surface that is smooth and acceptable to the engineer. The mill depth should be kept to a minimum as to not unnecessarily reduce the pavement section, but deep enough to reasonably remove all minor elevation variations.

**C.2 Pavement Cleanup**

The contractor is responsible for cleaning up any and all debris from the profile milling. This can be accomplished utilizing a power broom, vacuum truck, or any other method as approved by the engineer.

**D Measurement**

The department will measure Profile Milling by the square yard of work, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.013	Profile Milling	SY

Payment is full compensation for mobilizing, milling pavement surface, hauling and disposing of removed material, and cleanup of the pavement after milling.

**77. HMA Longitudinal Joint Repair, Item SPV.0195.004.****A Description**

This special provision describes the milling, brooming, placing of HMA, and maintenance of the HMA Longitudinal Joint Repair item according to the pertinent requirements of the standard specifications, and as hereinafter provided.

**B Materials**

*Delete standard spec 460.2.8.*

Submit a mix design under the Asphaltic Pavement Repair Special bid item. Furnish an asphaltic mixture meeting the requirements specified for either type E-3 or E-10 under standard spec 460.2.

Provide asphaltic material PG 64-22 for this mix according to standard spec 455.

Provide tack coat that is according to standard spec 455.2.5.

**C Construction****C.1 General**

Mill out an area no less than 2.0 feet wide to a depth down to the existing concrete pavement. The length of the repair shall be determined by the engineer.

Clean the existing exposed concrete pavement surface with a power broom or other suitable equipment to remove millings or other objectionable matter prior to placing any HMA.

Conform to standard spec 315.3.1 for placement of the HMA pavement.

**C.2 Maintenance**

Maintain work done under the HMA Longitudinal Joint Repair item for the duration of the contract. This includes remilling and replacement of additional HMA pavement if required as determined by the engineer.

**D Measurement**

The department will measure HMA Longitudinal Joint Repair by the ton, 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.0195.004	HMA Longitudinal Joint Repair	TON

Payment for the HMA Longitudinal Joint Repair item is full compensation for milling the existing asphaltic surface, hauling and disposing of existing pavements, brooming the milled area prior to placing the HMA pavement, placing tack coat, providing and placing the asphaltic pavement mixture (including asphaltic material), maintaining the HMA Longitudinal Joint Repair.

SEF Rev. 100309

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

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

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

### ***I. BASIC CONCEPTS***

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   8   (*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 4 (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](mailto:DBE_Alert@dot.wi.gov) ([DBE\\_Alert@dot.wi.gov](mailto: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](mailto: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](mailto:DOTDBESupportServices@dot.wi.gov).
  - ii. SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
    - (a) Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
    - (b) Solicit quotes at least 10 calendar days prior to the letting date, at least two Fridays before the letting, to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
    - (c) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up solicitation.
  - iii. Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
  - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit or insurance if requested.
  - v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
    - (a) Email to all prospective DBE firms in relevant work areas.
    - (b) Phone call log to DBE firms who express interest via written response or call.
    - (c) Fax/letter confirmation
    - (d) Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

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

- (1) Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area and/or NAICS code listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
- (2) In striving to meet an assigned DBE contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.

- (3) **Special Circumstance** - Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
- i. Compare bid items common to both quotes, noting the reasonableness in the price comparison.
  - ii. Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- d. Immediately after notification of contract award, the prime submits all **'Commitment to Subcontract'** forms to the DBE Office. Prime contractor has 5 days to submit the completed form for the DBE firms it intends to use on the contract for DBE credit. If the goal is not met in full, the prime contractor must provide the following information along with WisDOT form DT1202: Certificate of Good Faith Efforts.
- (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact.
  - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
  - (3) Photocopies or electronic copies of all written solicitations to DBE's. A printed copy of SBN solicitation is acceptable.
  - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
  - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.

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

## 6. Use of Joint Checks

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

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

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

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

## 7. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith effort submission. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written denial notice of a good faith effort evaluation constitutes a forfeiture of the bidder's right of appeal. A contract cannot be executed without documentation that the DBE provisions have been fulfilled.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 5 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

## 8. Department's Criteria for DBE Participation

### Directory of DBE firms

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

## 9. Counting DBE Participation

### Assessing DBE Work

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE certified firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- g. It is the prime contractor's responsibility to assess the DBE firm's ability to perform the work for which s/he is committing/contracting the DBE to do. Note that the department encourages the prime contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.

## 10. Commercially Useful Function

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



## 11. Credit Evaluation for Trucking

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

## 12. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

### a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, count **100%** percent of the cost of the materials or supplies toward DBE goals.

### b. Regular Dealers of Material and/or Supplies

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

### c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

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



When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and documentation of the calculations used as the basis for the purchase agreement, subcontract or invoice. *WisDOT recognizes that the amount on the Attachment 'A' form may be more or less than the amount on the invoice.* Please respond to the following questions and submit with your DBE Commitment Form.

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

### 13. Credit Evaluation for DBE Primes

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

### 14. Joint Venture

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces for DBE credit.

### 15. Mentor Protégé

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

### 16. DBE Replacement or Termination

#### Contractual Requirement

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

#### Contractor Considerations

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

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

### **The Request to Replace or Terminate a DBE**

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

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

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

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

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

**Evaluation and Response to the Request**

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

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

The Wisconsin Department of transportation contact for all actions related to replacing a DBE is the DBE Program Chief and/or the DBE Program Engineer which can be reached at [DBE\\_Alert@dot.wi.gov](mailto: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](mailto: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](mailto: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*

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#### GFW SAMPLE MEMORANDUM

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

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

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

<http://roadwaystandards.dot.wi.gov/hcci/>

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

Please make every effort to have your quotes into our office by [time deadline] the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but [prime's 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](mailto:Joe@joetheplumber.com)

Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

*This sample is provided as a guide not a requirement*

### REQUEST FOR QUOTATION

Prime's Name: \_\_\_\_\_  
 Letting Date: \_\_\_\_\_  
 Project ID: \_\_\_\_\_

**Please check all that apply**

- ☐ Yes, we will be quoting on the projects and items listed below  
☐ No, we are not interested in quoting on the letting or its items referenced below  
☐ Please take our name off your monthly DBE contact list  
☐ We have questions about quoting this letting. Please have 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](http://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.<sup>[1]</sup>

**CRW** = The cost of the revised work, computed at contract bid prices if applicable.<sup>[1]</sup>

**CC** = The contractor's cost of developing the CRI proposal.

**DC** = The department's cost for investigating, evaluating, and implementing the CRI proposal.

<sup>[1]</sup> 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

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**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.

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**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.

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**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 <sup>6</sup> (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 <sub>ini</sub>	6	7	8	8
Gyrations for N <sub>des</sub>	40	75	100	65
Gyrations for N <sub>max</sub>	60	115	160	160
Air Voids, %V <sub>a</sub> (%G <sub>mm</sub> N <sub>des</sub> )	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G <sub>mm</sub> N <sub>ini</sub>	<= 91.5 <sup>[1]</sup>	<= 89.0 <sup>[1]</sup>	<= 89.0	—
% G <sub>mm</sub> N <sub>max</sub>	<= 98.0	<= 98.0	<= 98.0	—
Dust to Binder Ratio <sup>[2]</sup> (% passing 0.075/P <sub>be</sub> )	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[4]</sup> [5]	65 - 75 <sup>[3]</sup> [5]	65 - 75 <sup>[3]</sup> [5]	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) <sup>[6]</sup> [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

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

<sup>[2]</sup> For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

<sup>[3]</sup> For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

<sup>[4]</sup> For No. 2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[5]</sup> For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[6]</sup> WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

<sup>[7]</sup> 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.

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**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 <sup>[1]</sup>
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 <sup>-1</sup>

<sup>[1]</sup> 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 <sup>[1]</sup>
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 $\mu\text{m}$
Minimum permittivity	ASTM D4491	0.70 $\text{s}^{-1}$
SCHEDULE B TEST	METHOD	VALUE <sup>[1]</sup>
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 $\mu\text{m}$
Minimum permittivity	ASTM D4491	1.35 $\text{s}^{-1}$
SCHEDULE C TEST	METHOD	VALUE <sup>[1]</sup>
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 $\mu\text{m}$
Minimum permittivity	ASTM D4491	1.00 $\text{s}^{-1}$

<sup>[1]</sup> 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 <sup>[1]</sup>
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 $\text{s}^{-1}$

<sup>[1]</sup> 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 <sup>[1]</sup>
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, $\text{s}^{-1}$

<sup>[1]</sup> 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 <sup>[1]</sup>
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 $\text{s}^{-1}$

<sup>[1]</sup> 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 <sup>[1]</sup>
Sieve analysis of fine and coarse aggregate	AASHTO T27 <sup>[1]</sup>
Aggregate moisture	AASHTO T255 <sup>[1]</sup>
Sampling freshly mixed concrete	AASHTO R60
Air content of fresh concrete	AASHTO T152 <sup>[2]</sup>
Air void system of fresh concrete	AASHTO Provisional Standard TP118
Concrete slump	AASHTO T119 <sup>[2]</sup>
Concrete temperature	ASTM C1064
Concrete compressive strength	AASHTO T22
Making and curing concrete cylinders	AASHTO T23
Standard moist curing for concrete cylinders	AASHTO M201

<sup>[1]</sup> As modified in CMM 8-60.

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

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](mailto: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>



**I-94 North-South Corridor  
EEO/AA Requirements for Contractors and Subcontractors  
(OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS,  
US DEPARTMENT OF LABOR)**

1. Prime Contractor(s) and subcontractors awarded a construction contract in excess of \$10,000 at any tier for construction work under the contract **shall comply** with the requirements of **Executive Order 11246 as amended, Section 503 of The Rehabilitation Act of 1973 as amended and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended (38 U.S.C. 4212).**
2. The contractor shall provide written notification to the District Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Dept. of Labor/ESA, 310 West Wisconsin Avenue, Suite 1115, Milwaukee, WI 53202 - phone: (414) 297-3822, fax: (414) 297-4038, within 10 working days of the award of any construction contract (subcontract) in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. This notification shall include name, address and telephone number of the subcontractor, employer identification number (EIN), dollar amount of the contract, and the estimated starting and completion date. This notification provision applies to 2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors, etc. as well as the prime contractor.
3. The prime contractor and each subcontractor are required to complete a monthly Utilization Report. The report will include the total number of work hours broken out by construction trade and classification (supervisor, journey or apprentice), race and gender. The report will also include the number of employees within each trade and classification by race and gender. These reports will be entered into the Civil Rights Compliance System(CRCS) in accordance with WisDOT requirements. However, if USDOL is denied access to the CRCS, the contractor will be notified by USDOL. The contractor will submit directly to USDOL at the address above, the Utilization Report and number of employees as described earlier in this paragraph.
4. The prime contractor and each subcontractor are to provide a list of employees who worked on this project by name, race, sex, trade, classification (foreman/supervisor, journey, apprentice, trainee), if the person was a TRANS grad, and date of hire into the prime or subcontractor's workforce. This will be sent to the U. S. Department of Labor, OFCCP when the last work hours are reported for the project by each contractor.
5. The **Prime Contractor** is required to **appoint an EEO/Affirmative Action (EEO/AA) Manager for the project.** Each **subcontractor is required to appoint an EEO/AA Project Coordinator.** The EEO/AA Manager shall have overall responsibility for the

monitoring of EEO/AA compliance by the prime contractor and by all subcontractors working on this project (for all construction work originated by the Prime Contractor).

6. The prime contractor shall establish a **Special Project Affirmative Action Oversight Committee (SPAAOC)** comprised of OFCCP, and other representatives from state/local Civil Rights Enforcement/Development Agencies, labor unions, community constituents representing minority and female groups and other government and non-government agencies as needed. The first meeting will be held as soon as possible prior to the start of the project. Thereafter, the SPAAOC shall meet periodically throughout the course of the contract to discuss EEO/AA issues.
7. A designated EEO representative of each contractor on the project must attend a technical assistance seminar sponsored by OFCCP to understand their obligations under Executive Order 11246 as amended, Section 503 of The Rehabilitation Act of 1973 as amended and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended (38 U.S.C. 4212). If the contractor's EEO representative has attended an OFCCP technical assistance seminar during the previous 12 calendar months, they will be exempt from this requirement.
8. The EEO/AA goals (good faith effort) for this contract are:

Nation wide:	6.9% for Females of total work hours by trade
Milwaukee County:	8.0% for Minorities of total work hours by trade
Racine County:	8.4% for Minorities of total work hours by trade
Kenosha County:	3.0% for Minorities of total work hours by trade

## **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](mailto: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](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](http://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
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BRWI0003-002 06/01/2016		
BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57
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BRWI0004-002 06/01/2016		
KENOSHA, RACINE, AND WALWORTH COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 36.59	21.49
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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
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BRWI0007-002 06/01/2016		
GREEN, LAFAYETTE, AND ROCK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.53	20.95
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BRWI0008-002 06/01/2016		
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 36.98	20.62
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BRWI0011-002 06/01/2016		
CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57
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BRWI0019-002 06/01/2016		
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 31.98	20.81
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BRWI0034-002 06/01/2015		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.86	17.22
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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
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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

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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

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CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

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CARP0361-004 05/01/2016

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 34.57	18.16

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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

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\* 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

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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).		

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ELEC0127-002 06/01/2017

## KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 38.50	30%+10.57

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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

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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

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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

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ELEC0242-005 06/04/2017

## DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 35.90	25.64

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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

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ELEC0430-002 06/01/2017

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 37.32	21.07

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ELEC0494-005 06/01/2017

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.51	24.42

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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

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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

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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

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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
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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.

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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.		

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IRON0008-003 06/01/2017

KENOSHA, MILWAUKEE, OZAUCKEE, 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.		

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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

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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

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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
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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

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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

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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

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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

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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

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\* 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

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PAIN0108-002 06/01/2017

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 33.74	18.95
Spray & Sandblast.....	\$ 34.74	18.95

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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

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PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEALEAU, AND  
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

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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

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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.

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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

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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

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PAIN1011-002 06/01/2017

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 24.86	12.23

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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

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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
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WELL DRILLER.....	\$ 16.52	3.70
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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](http://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)).

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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.

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#### 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 12

Proposal ID: 20180213034 Project(s): 1035-04-71

Federal ID(s): WISC 2018170

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	204.0100 Removing Pavement	4,627.000 SY	_____.	_____.
0006	204.0105 Removing Pavement Butt Joints	132.000 SY	_____.	_____.
0008	204.0109.S Removing Concrete Surface Partial Depth	509,457.000 SF	_____.	_____.
0010	204.0115 Removing Asphaltic Surface Butt Joints	350.000 SY	_____.	_____.
0012	204.0120 Removing Asphaltic Surface Milling	927.000 SY	_____.	_____.
0014	204.0150 Removing Curb & Gutter	341.000 LF	_____.	_____.
0016	204.0157 Removing Concrete Barrier	14,873.000 LF	_____.	_____.
0018	204.0170 Removing Fence	1,200.000 LF	_____.	_____.
0020	204.0180 Removing Delineators and Markers	57.000 EACH	_____.	_____.
0022	204.0220 Removing Inlets	6.000 EACH	_____.	_____.
0024	204.0245 Removing Storm Sewer (size) 002. 6-Inch	1,082.000 LF	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 006. 15-Inch	394.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 008. 18-Inch	124.000 LF	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 020. 42-Inch	26.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 2 of 12

Proposal ID: 20180213034 Project(s): 1035-04-71

Federal ID(s): WISC 2018170

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	204.0280 Sealing Pipes	16.000 EACH	_____.	_____.
0034	204.9060.S Removing (item description) 003. Slotted Vane Drain	34.000 EACH	_____.	_____.
0036	204.9105.S Removing (item description) 001. Sign Structure S-51-203	LS	LUMP SUM	_____.
0038	204.9105.S Removing (item description) 002. Sign Structure S-51-200	LS	LUMP SUM	_____.
0040	204.9105.S Removing (item description) 003. Sign Structure S-51-201	LS	LUMP SUM	_____.
0042	204.9105.S Removing (item description) 004. Sign Structure S-51-202	LS	LUMP SUM	_____.
0044	204.9105.S Removing (item description) 010. Sign Structure S-30-205	LS	LUMP SUM	_____.
0046	204.9105.S Removing (item description) 011. Sign Structure S-30-206	LS	LUMP SUM	_____.
0048	205.0100 Excavation Common	26,467.000 CY	_____.	_____.
0050	209.0200.S Backfill Controlled Low Strength	335.000 CY	_____.	_____.
0052	209.2500 Backfill Granular Grade 2	220.000 TON	_____.	_____.
0054	213.0100 Finishing Roadway (project) 080. 1035-04-71	1.000 EACH	_____.	_____.
0056	305.0110 Base Aggregate Dense 3/4-Inch	1,770.000 TON	_____.	_____.
0058	305.0120 Base Aggregate Dense 1 1/4-Inch	28,335.000 TON	_____.	_____.
0060	312.0110 Select Crushed Material	23,808.000 TON	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	390.0203 Base Patching Asphaltic	500.000 SY	_____.	_____.
0064	390.0303 Base Patching Concrete	15,819.000 SY	_____.	_____.
0066	390.0403 Base Patching Concrete Shes	1,620.000 SY	_____.	_____.
0068	416.0610 Drilled Tie Bars	12,221.000 EACH	_____.	_____.
0070	416.0620 Drilled Dowel Bars	26,725.000 EACH	_____.	_____.
0072	416.1710 Concrete Pavement Repair	15,127.000 SY	_____.	_____.
0074	416.1715 Concrete Pavement Repair SHES	200.000 SY	_____.	_____.
0076	450.1100.S Asphaltic Mixture For Extreme Conditions	220.000 TON	_____.	_____.
0078	450.4000 HMA Cold Weather Paving	5,901.000 TON	_____.	_____.
0080	455.0605 Tack Coat	7,369.000 GAL	_____.	_____.
0082	460.2000 Incentive Density HMA Pavement	8,017.000 DOL	1.00000	8,017.00
0084	460.6223 HMA Pavement 3 MT 58-28 S	12,523.000 TON	_____.	_____.
0086	465.0125 Asphaltic Surface Temporary	11,304.000 TON	_____.	_____.
0088	495.1000.S Cold patch	110.000 TON	_____.	_____.
0090	511.1100 Temporary Shoring	1,000.000 SF	_____.	_____.
0092	511.2300 Temp Shoring Left in Place (location) 001. STH 142 to CTH E	780.000 SF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	511.2300 Temp Shoring Left in Place (location) 002. CTH E SB Exit Ramp	1,463.000 SF	_____.	_____.
0096	511.2300 Temp Shoring Left in Place (location) 003. CTH KR SB Exit Ramp	1,725.000 SF	_____.	_____.
0098	511.2300 Temp Shoring Left in Place (location) 004. STH 11 SB Entrance Ramp	1,600.000 SF	_____.	_____.
0100	520.4018 Culvert Pipe Temporary 18-Inch	126.000 LF	_____.	_____.
0102	520.4042 Culvert Pipe Temporary 42-Inch	26.000 LF	_____.	_____.
0104	521.1518 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 18-Inch 6 to 1	3.000 EACH	_____.	_____.
0106	603.8000 Concrete Barrier Temporary Precast Delivered	87,339.000 LF	_____.	_____.
0108	603.8125 Concrete Barrier Temporary Precast Installed	205,346.500 LF	_____.	_____.
0110	606.0200 Riprap Medium	10.000 CY	_____.	_____.
0112	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	15.000 LF	_____.	_____.
0114	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	289.000 LF	_____.	_____.
0116	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	46.000 LF	_____.	_____.
0118	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	314.000 LF	_____.	_____.
0120	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	1,168.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0122	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	25.000 LF	_____.	_____.
0124	608.2329 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 29x45-Inch	41.000 LF	_____.	_____.
0126	608.2334 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 34x53-Inch	240.000 LF	_____.	_____.
0128	611.0430 Reconstructing Inlets	9.000 EACH	_____.	_____.
0130	611.0535 Manhole Covers Type J-Special	1.000 EACH	_____.	_____.
0132	611.0610 Inlet Covers Type BW	33.000 EACH	_____.	_____.
0134	611.2005 Manholes 5-FT Diameter	3.000 EACH	_____.	_____.
0136	611.2006 Manholes 6-FT Diameter	8.000 EACH	_____.	_____.
0138	611.2008 Manholes 8-FT Diameter	5.000 EACH	_____.	_____.
0140	611.3003 Inlets 3-FT Diameter	9.000 EACH	_____.	_____.
0142	611.3004 Inlets 4-FT Diameter	6.000 EACH	_____.	_____.
0144	611.3225 Inlets 2x2.5-FT	3.000 EACH	_____.	_____.
0146	611.8120.S Cover Plates Temporary	2.000 EACH	_____.	_____.
0148	612.0404 Pipe Underdrain Wrapped 4-Inch	1,640.000 LF	_____.	_____.
0150	612.0600 Underdrain Trench	1,640.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	612.0700 Drain Tile Exploration	200.000 LF	_____.	_____.
0154	614.0905 Crash Cushions Temporary	42.000 EACH	_____.	_____.
0156	614.0920 Salvaged Rail	549.000 LF	_____.	_____.
0158	614.0925 Salvaged Guardrail End Treatments	7.000 EACH	_____.	_____.
0160	614.0930 Salvaged Crash Cushions	2.000 EACH	_____.	_____.
0162	616.0700.S Fence Safety	1,200.000 LF	_____.	_____.
0164	618.0100 Maintenance And Repair of Haul Roads (project) 043. 1035-04-71	1.000 EACH	_____.	_____.
0166	619.1000 Mobilization	1.000 EACH	_____.	_____.
0168	623.0200 Dust Control Surface Treatment	47,443.000 SY	_____.	_____.
0170	624.0100 Water	578.000 MGAL	_____.	_____.
0172	625.0100 Topsoil	20,299.000 SY	_____.	_____.
0174	627.0200 Mulching	2,000.000 SY	_____.	_____.
0176	628.1104 Erosion Bales	50.000 EACH	_____.	_____.
0178	628.1504 Silt Fence	2,671.000 LF	_____.	_____.
0180	628.1520 Silt Fence Maintenance	2,671.000 LF	_____.	_____.
0182	628.1905 Mobilizations Erosion Control	22.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0184	628.1910 Mobilizations Emergency Erosion Control	22.000 EACH	_____.	_____.
0186	628.2004 Erosion Mat Class I Type B	15,033.000 SY	_____.	_____.
0188	628.2008 Erosion Mat Urban Class I Type B	5,101.000 SY	_____.	_____.
0190	628.7005 Inlet Protection Type A	25.000 EACH	_____.	_____.
0192	628.7010 Inlet Protection Type B	33.000 EACH	_____.	_____.
0194	628.7015 Inlet Protection Type C	2.000 EACH	_____.	_____.
0196	628.7020 Inlet Protection Type D	190.000 EACH	_____.	_____.
0198	628.7504 Temporary Ditch Checks	1,023.000 LF	_____.	_____.
0200	628.7555 Culvert Pipe Checks	130.000 EACH	_____.	_____.
0202	628.7560 Tracking Pads	12.000 EACH	_____.	_____.
0204	628.7570 Rock Bags	421.000 EACH	_____.	_____.
0206	629.0210 Fertilizer Type B	17.600 CWT	_____.	_____.
0208	630.0120 Seeding Mixture No. 20	250.000 LB	_____.	_____.
0210	630.0200 Seeding Temporary	686.000 LB	_____.	_____.
0212	634.0618 Posts Wood 4x6-Inch X 18-FT	46.000 EACH	_____.	_____.
0214	634.0622 Posts Wood 4x6-Inch X 22-FT	12.000 EACH	_____.	_____.
0216	638.2101 Moving Signs Type I	4.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0218	638.2102 Moving Signs Type II	95.000 EACH	_____.	_____.
0220	638.2601 Removing Signs Type I	12.000 EACH	_____.	_____.
0222	638.2602 Removing Signs Type II	22.000 EACH	_____.	_____.
0224	638.3000 Removing Small Sign Supports	27.000 EACH	_____.	_____.
0226	638.3100 Removing Structural Steel Sign Supports	4.000 EACH	_____.	_____.
0228	643.0300 Traffic Control Drums	74,557.000 DAY	_____.	_____.
0230	643.0420 Traffic Control Barricades Type III	1,396.000 DAY	_____.	_____.
0232	643.0705 Traffic Control Warning Lights Type A	1,980.000 DAY	_____.	_____.
0234	643.0715 Traffic Control Warning Lights Type C	14,197.000 DAY	_____.	_____.
0236	643.0800 Traffic Control Arrow Boards	547.000 DAY	_____.	_____.
0238	643.0900 Traffic Control Signs	17,565.000 DAY	_____.	_____.
0240	643.0910 Traffic Control Covering Signs Type I	12.000 EACH	_____.	_____.
0242	643.0920 Traffic Control Covering Signs Type II	52.000 EACH	_____.	_____.
0244	643.1050 Traffic Control Signs PCMS	287.000 DAY	_____.	_____.
0246	643.1051 Traffic Control Signs PCMS with Cellular Communications	200.000 DAY	_____.	_____.
0248	643.1055.S Truck or Trailer Mounted Attenuator	63.000 DAY	_____.	_____.





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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0250	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0252	645.0120 Geotextile Type HR	33.000 SY	_____.	_____.
0254	646.1005 Marking Line Paint 4-Inch	421,122.000 LF	_____.	_____.
0256	646.1020 Marking Line Epoxy 4-Inch	50,000.000 LF	_____.	_____.
0258	646.3005 Marking Line Paint 8-Inch	16,562.000 LF	_____.	_____.
0260	646.3020 Marking Line Epoxy 8-Inch	4,000.000 LF	_____.	_____.
0262	646.6464.S Cold Weather Marking Epoxy 4-Inch	20,000.000 LF	_____.	_____.
0264	646.6468.S Cold Weather Marking Epoxy 8-Inch	1,000.000 LF	_____.	_____.
0266	646.9000 Marking Removal Line 4-Inch	188,157.000 LF	_____.	_____.
0268	646.9010 Marking Removal Line Water Blasting 4-Inch	41,019.000 LF	_____.	_____.
0270	646.9100 Marking Removal Line 8-Inch	4,000.000 LF	_____.	_____.
0272	646.9110 Marking Removal Line Water Blasting 8-Inch	4,000.000 LF	_____.	_____.
0274	646.9200 Marking Removal Line Wide	500.000 LF	_____.	_____.
0276	646.9210 Marking Removal Line Water Blasting Wide	1,768.000 LF	_____.	_____.
0278	646.9300 Marking Removal Special Marking	2.000 EACH	_____.	_____.
0280	646.9310 Marking Removal Special Marking Water Blasting	4.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0282	649.0150 Temporary Marking Line Removable Tape 4-Inch	18,072.000 LF	_____.	_____.
0284	649.0505 Temporary Marking Arrow Paint	8.000 EACH	_____.	_____.
0286	649.0520 Temporary Marking Arrow Epoxy	8.000 EACH	_____.	_____.
0288	649.0760 Temporary Marking Raised Pavement Marker Type I	395.000 EACH	_____.	_____.
0290	653.0905 Removing Pull Boxes	5.000 EACH	_____.	_____.
0292	674.0300 Remove Cable	610.000 LF	_____.	_____.
0294	690.0150 Sawing Asphalt	3,918.000 LF	_____.	_____.
0296	690.0250 Sawing Concrete	88,324.000 LF	_____.	_____.
0298	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,200.000 HRS	5.00000	6,000.00
0300	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,000.000 HRS	5.00000	10,000.00
0302	SPV.0035 Special 005. Backfill Slurry	34.000 CY	_____.	_____.
0304	SPV.0045 Special 001. Portable Speed Trailer	170.000 DAY	_____.	_____.
0306	SPV.0045 Special 002. Dynamic Lane Merge System	170.000 DAY	_____.	_____.
0308	SPV.0060 Special 003. Cover Plate Left in Place	2.000 EACH	_____.	_____.
0310	SPV.0060 Special 016. Mobilization Emergency Pavement Repair	11.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0312	SPV.0060 Special 027. Manholes 10-FT Diameter	3.000 EACH	_____.	_____.
0314	SPV.0060 Special 028. Sign Support Galvanized Posts, 8.5-FT	87.000 EACH	_____.	_____.
0316	SPV.0060 Special 040. Crash Cushions Temporary Left In Place	10.000 EACH	_____.	_____.
0318	SPV.0060 Special 052. Wedling Sewer Access Covers	29.000 EACH	_____.	_____.
0320	SPV.0060 Special 092. Reconnect Storm Sewer	18.000 EACH	_____.	_____.
0322	SPV.0060 Special 098. Maintain and Salvage Crash Cushions Temporary Left In Place	10.000 EACH	_____.	_____.
0324	SPV.0075 Special 090. Pavement Cleanup Project 1035-04-71	100.000 HRS	_____.	_____.
0326	SPV.0090 Special 017. Concrete Barrier Temporary Precast Delivered Special	114,345.500 LF	_____.	_____.
0328	SPV.0090 Special 018. Maintain Concrete Barrier Temporary Precast	14,697.000 LF	_____.	_____.
0330	SPV.0090 Special 052. Drain Slotted Vane Longitudinal	5,284.000 LF	_____.	_____.
0332	SPV.0090 Special 084. Heavy Duty Silt Fence	9,923.000 LF	_____.	_____.
0334	SPV.0090 Special 090. Temporary Glare Screen Left In Place	54,800.000 LF	_____.	_____.
0336	SPV.0105 Special 089. Survey Project ID 1035-04-71	LS	LUMP SUM	_____.
0338	SPV.0135 Special 001. Field Office Special	3.000 MON	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0340	SPV.0170 Special 002. Removal and Disposal of Invasive Plant Species	6.000 STA	_____.	_____.
0342	SPV.0180 Special 004. Removing Concrete Rumble Strips	5,061.000 SY	_____.	_____.
0344	SPV.0180 Special 013. Profile Milling	57,556.000 SY	_____.	_____.
0346	SPV.0195 Special 004. HMA Longitudinal Joint Repair	1,100.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**