

HIGHWAY WORK PROPOSAL

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

Proposal Number: **001**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Rock	1005-10-81	WISC 2018135	Illinois State Line - Madison; Kennedy Road To Knutson Road	IH 039

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: \$100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: March 13, 2018 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code <h2 style="text-align: center;">SAMPLE NOT FOR BIDDING PURPOSES</h2> This contract is subject to federal oversight.
Contract Completion Time November 02, 2018	
Assigned Disadvantaged Business Enterprise Goal 8%	

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: Grading, Base, Concrete Pavement, Asphalt Pavement, Bridge Widening, Bridge Repair, Culvert Pipe, Beam Guard, Fence, ITS, Signs, Pavement Markings	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.

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

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

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

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

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

Use ExpediteTM software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid ExpressTM web site to assure that the schedule of items is prepared properly.

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

Bidder

Name

BN00

Proposals: 1, 12, 14, & 22

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

- (5) In addition to the reasons specified in [section 102](#) of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the Expedite™ 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)

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

(Signature of Attorney-in-Fact)

NOTARY FOR PRINCIPAL

NOTARY FOR SURETY

(Date)

(Date)

State of Wisconsin)
)
 _____ County) ss.

State of Wisconsin)
)
 _____ County) ss.

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

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

(Signature, Notary Public, State of Wisconsin)

(Signature, Notary Public, State of Wisconsin)

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

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

(Date Commission Expires)

(Date Commission Expires)

Notary Seal

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)

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 1005-10-81, Illinois State Line – Madison, Kennedy Road to Knutson Road, IH 39 in Rock County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2018 Edition, as published by the department, and these special provisions.

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

100-005 (20170615)

2. Scope of Work.

The work under this contract shall consist of grading, base aggregate, HMA pavement, guardrail, Structures B-53-0065/0073/0075/0077/0080/0083/0085, culvert pipe, storm sewer, boring and jacking, permanent signing, pavement marking, ITS and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

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

intermediate and completion dates. Indicate on the proposed schedule of operations that a large force and adequate equipment will be needed to assure that the work will be completed within the established contract time.

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

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

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.

A Schedule of Operations

The department anticipates that the schedule for each stage is as follows:

- Stage 1A – Mill and overlay northbound outside shoulder and construct outside portion of temporary rest area ramps
- Stage 1B – Construct southbound median shoulder widening and place temporary barrier

- Stage 2 – Construct northbound median pavement widening, B-53-0080 structure widening and median half of temporary rest area ramps. Complete outside structure repairs for B-53-0065, B-53-0085 and B-53-0083.
- Stage 2A – Complete inside structure repairs for B-53-0065, B-53-0085 and B-53-0083. Construct IH 39/90 northbound median pavement widening up to the south limits of concrete barrier temporary precast placed on the median shoulder under Project 1005-10-72.
- Stage 2B and 2C – Construct IH 39/90 northbound median pavement widening including removal of Project 1005-10-72 temporary median crossover R2 up to Station 1337+00'TWNB'.
- Stage 3 – Construct northbound outside pavement widening and B-53-0075 and B-53-0077 structure widening. Complete outside structure repairs for B-53-0073. Construct the outside pavement widening to match the outside widening completed under Project 1005-10-72.
- Stage 4 – Complete inside structure repairs for B-53-0075, B-53-0077 and B-53-0073.

Do not switch traffic over to the next construction stage until all signing, pavement marking, reflectors, tubular marker posts, barricades, and traffic control drums for the stage are in place, and conflicting pavement markings and signs are removed as shown in the traffic control plans and as directed by the engineer.

B Contractor Coordination

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

Hold progress meetings once a week. The contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work expected to begin within the next two weeks are to attend and provide a written schedule of the next week(s)' operations. Include begin and end dates of specific prime and subcontractor work operations including lane closures and traffic switches. Invite utilities, Town of Harmony, Town of Fulton, Town of Milton, City of Janesville, City of Milton, Rock County Sheriff and Wisconsin State Patrol representatives to attend the progress meetings. Agenda items at the meeting will include review of the contractor's schedule and subcontractors' schedule, utility conflicts and relocation schedule, evaluation of progress and pay items, and making revisions if necessary. Plans and specifications for upcoming work will be reviewed to prevent potential problems or conflicts between contractors.

Coordination with projects 1005-10-71/72 and 1005-10-76 will be required for traffic control staging.

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

C Work Restrictions

Do not close traffic lanes on IH 39/90 outside the allowed time periods specified in the Traffic article of these special provisions. Assessments per the Lane Rental Fee Assessment article will be charged for lane closures outside the allowed time periods.

Townline Road will be allowed to be closed for 45 calendar days during Stage 2 for the widening of Structure B-53-0080. Maintain 15-foot width on Townline Road at all times for emergency vehicle access. Do not reopen Townline Road until all debris and equipment are removed from the traveled way and its clear zone as defined in the Traffic Article of these special provisions. Do not reopen Townline Road until all signs, barrels, barricades, and traffic control devices required to close Townline Road are covered, moved, or removed.

Once construction activities begin at Structures B-53-0065, B-53-0085 and B-53-0083 complete all work within 30 calendar days.

CTH M Road will be allowed to be closed for 45 calendar days during Stage 3 for the widening of Structure B-53-0075. Maintain 15-foot width on CTH M Road at all times for emergency vehicle access. Do not reopen CTH M until all debris and equipment are removed from the traveled way and its clear zone as defined in the Traffic Article of these special provisions. Do not reopen CTH M until all signs, barrels, barricades, and traffic control devices required to close CTH M are covered, moved, or removed.

The areas identified as “Environmentally Sensitive Area” on the plans shall be fenced off and no work shall be performed within these areas until the Section 404 permit has been approved and is obtained by the department. The department anticipates approval of this permit by August 1, 2018.

Do not close traffic lanes or shoulders on USH 14, STH 26, Townline Road or CTH M outside the allowed time periods specified in the Traffic article of these special provisions. Assessments per the Lane Rental Fee Assessment article will be charged for lane closures outside the allowed time periods.

Maintain the emergency access to IH 39/90 from Townline Road at all times.

D Other Electrical Work Requirements

Stage the construction operations to ensure that the camera at Towline Road (CCTV-53-0106) is not down for more than five consecutive days.

E Interim and Final Completion of Work

If the contractor fails to complete all work to reopen Townline Road within 45 calendar days of closing Townline Road, the department will assess the contractor \$2070 in interim liquidated damages for each calendar day the local road remains closed beyond 45 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

If the contractor fails to complete all work at Structures B-53-0065, B-53-0085 and B-53-0083 within 30 calendar days of beginning the B-53-0065, B-53-0085 and B-53-0083 structure repairs, the department will assess the contractor \$2070 in interim liquidated damages for each calendar day the local road remains closed beyond 30 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

If the contractor fails to complete all work to reopen CTH M within 45 calendar days of closing CTH M, the department will assess the contractor \$2070 in interim liquidated damages for each calendar day the local road remains closed beyond 45 calendar days. 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 department will not grant time extensions for the following:

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

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

4. 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, is as follows:

- \$10,000 per lane, per direction of travel, per hour broken into 15 minute increments

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

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

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

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

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

A General

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

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

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

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

IH 39/90 and local roads will remain open to through traffic at all times for the duration of this project except where noted below and in the Prosecution and Progress article of these special provisions.

No lanes on IH 39/90 or local roads shall be closed prior to or after the specified times provided in this article. If the contractor closes lanes of traffic prior to or fails to open lanes of traffic by the specified times, then a fee based upon the Lane Rental Fee Assessment article of these special provisions will be assessed to the contractor.

B Traffic Operations During All Stages

- Maintain two lanes of traffic in each direction at all times on IH 39/90*.
- Maintain the existing number of lanes of traffic in each direction at all times on USH 14 and STH 26*.
- Maintain the existing number of lanes of traffic in each direction at all times on local roads**.
- Maintain traffic on ramps at all times**.
- Maintain left turn bays at intersection as shown on the plans*.
- Maintain mainline traffic on IH 39/90, USH 14, STH 26 and local roads on a paved concrete or hot mix asphalt surface at all times.
- Maintain a minimum lane width of 12-feet on IH 39/90 (16-foot minimum clear width when restricted to one lane), ramps, USH 14 and STH 26.
- Maintain a minimum lane width of 11-feet on local roads.

**Lane and shoulder closures allowed as specified in the Lane and Shoulder Closures section of this article.*

***Lane, shoulder, and roadway/ramp closures allowed as specified in the Lane and Shoulder Closures and Roadway and Ramp Closures sections of this article.*

C Traffic Operations

- Stage 1A
 - IH 39/90 traffic shall be maintained on all existing lanes except as specified in the Lane and Shoulder Closure section.
 - Traffic shall be maintained on all existing lanes at all times along entrance and exit ramps at Rest Area #17.
 - Local road traffic shall be maintained on all existing lanes at all times.
- Stage 1B
 - IH 39/90 traffic shall be maintained on all existing lanes except as specified in the Lane and Shoulder Closure section.
 - Traffic shall be maintained on all existing lanes at all times along entrance and exit ramps at Rest Area #17.
 - Local road traffic shall be maintained on all existing lanes at all times.
- Stage 2
 - IH 39/90 northbound traffic will shift to the outside of the existing lanes and shoulder. IH 39/90 southbound traffic will remain on all existing lanes. Two lanes of traffic will be maintained in the northbound and southbound direction except as specified in the Lane and Shoulder Closure section.
 - IH 39/90 southbound traffic will shift to the inside of the existing lanes and shoulder for the structure repairs of B-53-0065, B-53-0085 and B-53-0083. IH 39/90 northbound, USH 14 and STH 26 traffic will remain on all existing lanes. Existing lanes of traffic shall be maintained in each direction except as specified in the Lane and Shoulder Closure section.

- Townline Road shall be maintained on all existing lanes except as specified in the Lane and Shoulder Closure section and the Prosecution and Progress article of these special provisions.
 - Local road traffic shall be maintained on all existing lanes except as specified in the Lane and Shoulder Closure section.
- Stage 2A
 - IH 39/90 southbound traffic will shift to the outside of the existing lanes and shoulder for the structure repairs of B-53-0065, B-53-0085 and B-53-0083. IH 39/90 northbound, USH 14 and STH 26 traffic will remain on all existing lanes. Existing lanes of traffic shall be maintained in all directions except as specified in the Lane and Shoulder Closure section.
 - IH 39/90 northbound traffic shifted to utilize existing outside shoulder. Lane shift required to match northbound lane configuration for Project 1005-10-72 Stage 4C.
 - IH 39/90 southbound traffic shifted to permanent northbound concrete pavement and temporary median crossover R2 constructed under Project 1005-10-72.
 - Stage 2B
 - IH 39/90 northbound traffic shifted to utilize existing outside shoulder. Lane shift required to match northbound lane configuration for Project 1005-10-72 Stage 4D.
 - IH 39/90 southbound traffic shifted to permanent southbound concrete pavement constructed under Project 1005-10-72 and existing southbound lanes.
 - Stage 2C
 - IH 39/90 northbound traffic shifted to utilize existing outside shoulder. Lane shift required to match northbound lane configuration for Project 1005-10-72 Stage 4E.
 - IH 39/90 southbound traffic shifted to permanent southbound concrete pavement constructed under Project 1005-10-72 and existing southbound lanes.
 - Stage 3
 - IH 39/90 northbound traffic will shift to the inside of the newly widened lanes and shoulder. Lane shift required to match northbound lane configuration for Project 1005-10-72 Stage 4F. IH 39/90 southbound traffic will remain on all existing lanes. Two lanes of traffic shall be maintained in the northbound and southbound direction except as specified in the Lane and Shoulder Closure section.
 - CTH M shall be maintained on all existing lanes except as specified in the Lane and Shoulder Closure section and the Prosecution and Progress article of these special provisions.
 - Local road traffic shall be maintained on all existing lanes except as specified in the Lane and Shoulder Closure section.

- Stage 4
 - IH 39/90 northbound traffic will shift to the outside of the newly widened lanes and shoulder. IH 39/90 southbound traffic will remain on all existing lanes. Two lanes of traffic shall be maintained in the northbound and southbound direction except as specified in the Lane and Shoulder Closure section.
 - Local road traffic shall be maintained on all existing lanes except as specified in the Lane and Shoulder Closure section.

Coordinate and stage all construction activities within the areas of local traffic routes, as required to maintain a traveled way conforming to all above requirements.

Do not switch traffic over to the next construction stage until all signing, pavement marking, reflectors, tubular marker posts, barricades, and traffic control drums for the stage are in place, and conflicting pavement markings and signs are removed as shown in the traffic control plans and as directed by the engineer.

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

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

Do not deliver or store materials and equipment within open travel lanes or open side roads during any stage of construction. Temporary lane closures and/or halting of traffic within open roadways require flaggers and will not be permitted outside of the permitted closure times listed in this article.

Conduct operations in a manner that will cause the least interference to traffic and pedestrian movements. Maintain vehicle and pedestrian access at all times to buildings within the limits of construction. Access to residential parcels may be restricted for up to one calendar day in order to construct driveways in front of residential access points. Notify property owners at least two working days prior to closing their access point. Maintaining property access is included in the Traffic Control bid item.

Do not at any time conduct construction operations in the median area and adjacent outside area of IH 39/90 at the same time without the permission of the engineer.

Obtain approval from the engineer for the location of any ingress or egress access points for construction vehicles outside the allowed time periods specified in the Traffic article of these special provisions.

D Lane and Shoulder Closures

Single lane closures on IH 39/90 may be permitted during nighttime hours as defined below in this article. During the times when one lane is allowed to be closed, a minimum clear width of 16 feet, including the adjacent shoulder, shall be maintained at all times. Single lane closures on USH 14 and STH 26 may be permitted during off-peak hours as defined below in this article. During the times when one lane is allowed to be closed, a minimum clear width of 12 feet on USH 14 and 16 feet on STH 26, including the adjacent shoulder, shall be maintained at all times. Times listed for lane closures include setup and breakdown of any equipment and traffic control devices.

Permitted IH 39/90 Lane Closure Times	
Day of the Week	Hours
Monday - Wednesday	12:00 AM – 5:00 AM 8:00 PM – 11:59 PM
Thursday	12:00 AM – 5:00 AM 9:00 PM – 11:59 PM
Friday	12:00 AM – 5:00 AM 10:00 PM – 11:59 PM
Saturday	12:00 AM – 7:00 AM 10:00 PM – 11:59 PM
Sunday	12:00 AM – 8:00 AM 10:00 PM – 11:59 PM

Permitted USH 14 Lane Closure Times	
Day of the Week	Hours
Monday - Sunday	12:00 AM – 10:00 AM 8:00 PM – 11:59 PM

Permitted STH 26 Lane Closure Times	
Day of the Week	Hours
Monday - Sunday	12:00 AM – 7:00 AM 9:00 PM – 11:59 PM

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

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

Maintain a two mile minimum spacing between simultaneous lane closures. The two mile spacing is measured from the end of the first lane closure to beginning of taper for the next lane closure.

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

Flagging operations will be allowed along all local roads to accommodate the roadway and structure work between one hour after sunrise and one hour before sunset. Use sunset and sunrise information from the nearest National Weather Service office. Delays due to flagging may not exceed 5 minutes in any direction. The engineer will have the ability to suspend work activities in the event any undesirable traffic congestion develops that has the potential to cause lengthy motorist delay or unsafe working conditions.

E Roadway and Ramp Closures

Maintain full access as shown in the Construction Staging section of the plans except those defined in the Prosecution and Progress article of these special provisions.

Failure to reopen the roadway at the required times shall be subject to assessments specified under the Prosecution and Progress and Lane Rental Fee Assessment articles of these special provisions.

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

F Local Access to Project

Maintain local traffic access during the construction of STH 26, USH 14, and the local roads. Stage construction activities as required to maintain local traffic access according to the permitted closure and flagging operation times listed in this article of these special provisions.

Construct and maintain a local traffic access route on any section of roadway that will carry only local traffic conforming to the following criteria:

- Number of Lanes: One lane in each direction.
- Lane Width: Minimum of 11 foot width OR one lane roadway with flagging.
- Driving Surface: Acceptable driving surfaces include base aggregate dense, asphaltic surface temporary, HMA pavement, concrete pavement and milled surfaces.

G Property Access

Maintain access to properties along the project for local residents, businesses, and emergency vehicles. Access to all driveways and parking lots where alternative access is not available shall remain open at all times, except when it is absolutely necessary to close them for underground construction. Concrete curb and gutter, concrete driveway, and concrete sidewalk construction shall be staged to maintain driveway access. Keep business entrances open by partial driveway construction or by closing only one access at a time for properties with multiple driveways. Construct temporary commercial entrances including a crushed aggregate surface within 24 hours of removal. Combine temporary commercial entrances wherever practical to minimize the number of access locations.

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

H Advance Notification

Notify the Towns of Harmony, Milton and Fulton, Riteway Bus Service, City of Janesville and Milton Police Department, Fire Department and Director of Public Works, Rock County Sheriff's Department and Highway Commissioner, Wisconsin State Patrol through Jeff Gustafson of WisDOT Southwest Region at (608) 516-6400 or jeffrey.gustafson@dot.wi.gov, Milton Post Office, Janesville Post Office, Edgerton Reporter and Janesville Gazette 48 hours in advance of the start of work, closures of existing streets, and prior to traffic control changes. Notifications must be given by 4:00 PM on Thursday for any such work to be done on the following Monday.

Notify the City of Janesville and City of Milton School Districts along with Janesville Transit two weeks prior to construction. Also notify them one week prior to traffic switches and lane closures.

The department has the authority to disallow any requested closures or width restrictions. Advance notification as described above is considered incidental to the Traffic Control bid item.

I Clear Zone Working Restrictions

Do not leave any slopes steeper than 3:1 within the clear zone or any drop offs at the edge of the traveled way greater than 2 inches which are not protected by concrete barrier temporary precast. The construction clear zone for IH 39/90 is 20 feet. The construction clear zone for the IH 39/90 ramps is 18 feet. The construction clear zone for USH 14 is

14 feet and STH 26 is 16 feet. The construction clear zone for Townline Road is 10 feet and for CTH M is 15 feet.

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

Store materials or park equipment a minimum of 34-feet from the edge of the IH 39/90 traveled way. Equipment may be parked in the median if it is protected by concrete barrier.

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

J Portable Changeable Message Signs – Message Prior Approval

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

K Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

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

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

Coordinate with the engineer prior to any traffic detour to allow at least ten working days for the review of the detour route marker signing. The engineer will contact the Southwest Region Madison Office Traffic Management Coordinator, Jeff Gustafson, (608) 516-6400. 108-057 (20160607)

L Portable Intelligent Transportation System

The department may be supplying and operating an intelligent transportation system during the construction of this project. The ITS system may consist of a portable video surveillance system and portable changeable message signs. These portable units may be parked inside and outside the construction limits to help assist law enforcement and the department with monitoring traffic conditions during the construction activities.

The department will coordinate the placement of these devices with the contractor. The contractor will be required to accommodate the placement of these devices within the project. The general accommodations include an area to park the devices out of the clear zone but still visible to traffic and access to and from the devices. Contact the Southwest Region Traffic Section, Graham Heitz at (608) 246-5362 for specific details regarding the intelligent transportation system.

M Protection of Structures

Bridge pier columns and sign bridge bases are to remain protected at all times throughout construction.

N Construction Access

All construction access is subject to approval of the engineer.

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

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

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

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

O Enhanced Reference Location Signing

Maintain all existing enhanced reference location signing throughout the duration of the project as shown in the plans.

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 39/90 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 25, 2018 to 6:00 AM Tuesday, May 29, 2018 for Memorial Day;
- From noon Friday, June 29, 2018 to 6:00 AM Monday, July 9, 2018 for Independence Day;
- From noon Friday, August 31, 2018 to 6:00 AM Tuesday, September 4, 2018 for Labor Day;
- From 12:00 AM Monday October 8, 2018 to 11:59 PM Monday, October 8, 2019 for Columbus Day.

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7. Railroad Insurance and Coordination - Wisconsin and Southern Railroad Company.

A Description

Comply with standard spec 107.17 for all work affecting Wisconsin and Southern Railroad Company 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 Wisconsin and Southern Railroad Company.

Notify evidence of the required coverage, and duration to

Amanda Haggerty, Office Administrator; 1890 E Johnson Street, Madison, WI 53704; Telephone (608) 620-2048; E-mail: ahaggerty@watcocompanies.com.

Also send a copy to the following:

Teri Beckman, SW Region Railroad Coordinator; 2101 Wright Street, Madison, WI 53704; Telephone (608) 516-6512; E-mail: teri.beckman@dot.wi.gov.

Include the following information on the insurance document:

Project ID: 1005-10-81
Project Location: Milton, Wisconsin
Route Name: IH 39/90, Rock County
Railroad Subdivision: Madison
Crossing ID: 391642R
Railroad Milepost: 108.55
Work Performed: Bridge Widening

Project ID: 1005-10-81
Project Location: Janesville, Wisconsin
Route Name: IH 39/90, Rock County
Railroad Subdivision: Madison
Crossing ID: 392370J
Railroad Milepost: 102.80
Work Performed: Bridge Repairs

A.2 Train Operation

Crossing ID: 391642R

Approximately 0 passenger trains and 0 through freight trains operate daily through the construction site. Passenger trains operate at up to 0 mph. Through freight trains operate at up to 0 mph. No switching train movements occur daily through the crossing.

Crossing ID: 392370J

Approximately 4 through freight trains operate daily at up to 25 mph. No switching train movements occur daily through the crossing.

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

Construction Contact

Roger Schaalma, Superintendent of Maintenance of Way, Wisconsin and Southern Railroad Co.; 1890 East Johnson Street, Madison, WI 53704; Telephone (608) 620-2044; E-mail rschaalma@watcocompanies.com 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.

Flagging Contact

See Construction Contact. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact Amanda Haggerty, Office Administrator; Telephone (608) 620-2048; E-mail ahaggerty@watcocompanies.com at least five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

WSOR 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

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.

A.5 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 at least 40 days prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

B Railroad Flagging

Arrange with the railroad for the flagging of trains and safety of railroad operations if clearances specified in standard spec 107.17.1 are not maintained during construction operations.

The following conditions may also warrant flagging:

1. Cranes swinging (including length of boom/outriggers and /or appurtenances) or handling materials or equipment within 25 feet of the centerline of any track.
2. Construction operations that are in proximity of power lines or railroad signal and communication lines, underground cables, fuel oil facilities or pipe lines and which might result in fire or damage to such facilities, danger to railroad operations or danger to the public in the transaction of business on railroad premises.
3. Excavation, tunneling, blasting, pile driving, placing, or removing cofferdams or sheeting, or similar activities that might cause the railroad's tracks or buildings to be undermined, heaved out of normal level, shifted out of alignment, or otherwise impaired.
4. Bridge painting activities including rigging of falsework, scaffolding or similar activities over railroad tracks.
5. Deck removal activities over railroad tracks.
6. Pouring of bridge decks in spans over an operated track.
7. At any other time in railroad representative's judgment, the contractor's work or operations constitute an intrusion into the track zone and create an extraordinary hazard to railroad traffic, and at any other time when flagging protection is necessary for safety to comply with the operating rules of the railroad.

Projects with concurrent activity may require more than one flagger.

Projects with heavy contractor activity within 25 feet of the centerline of any track or unusual or heavy impact on railroad facilities will normally require a full-time flagger.

The department and railroad will monitor operations for compliance with the above flagging requirements. Violations may result in removal from railroad property until arrangements to adhere to the flagging requirements are satisfied. If the railroad imposes additional flagging requirements beyond the above flagging requirements due to the previous violations, the contractor shall bear all costs of the additional flagging requirements.

C Flagging by Railroad– Railroad Does Not Pay Flagging Costs

C.1 General

Replace paragraph (4) of standard spec 107.17.1 with the following:

Comply with the railroad's rules and regulations regarding operations on railroad right-of-way. If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and make payment directly to the railroad. Notify the appropriate railroad representative as listed in section A.3 above, in writing, at least 40 business days before starting work near a track. Provide the specific time planned to start the operations.

Work that requires railroad flaggers to occupy the work zone for longer duration or longer than the normal work day will require 40 day written notice to the railroad.

C.2 Rates – Wisconsin and Southern Railroad Company

The following rates, reimbursement provisions, and excluded conditions will be used to determine the contractor's cost of flagging:

\$95 per hour for up to nine-hours at the work-site per day (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),

\$140 per hour for all hours over nine in any week-day (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),

\$190 per hour for up to nine hours at the work-site on Saturdays (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),

\$190 per hour for all hours over nine on Saturdays (including wages, labor surcharges, meal, lodging, vehicle and mileage expenses).

\$190 per hour for up to nine hours on Sundays or holidays (including wages, labor surcharges, meal, lodging, vehicle and mileage expenses).

C.2 Reimbursement Provisions

The actual cost for flagging will be billed by the railroad. After the completion of the work requiring flagging protection as provided in section B above, the department will reimburse 50% of the cost of such services up to the rates provided above based on paid railroad invoices, except for the excluded conditions enumerated below. In the event actual flagging rates exceed the rates stated above, the department will reimburse 100% of the portion of the rate that is greater than the rates stated above.

C.3 Excluded Conditions

The department will not reimburse any of the cost for additional flagging attributable to the following:

1. Additional flagging requirements imposed by the railroad beyond the flagging requirements provided in subsection B above due to violations by the contractor.
2. Temporary construction crossings arranged for by the contractor.

The contractor shall bear all costs of the additional flagging requirements for the excluded conditions.

C.4 Payment for Flagging

Railroads may issue progressive invoices. Notify the railroad when the work is completed and request a final invoice from the railroad. Promptly pay railroad-flagging invoices, less any charges that may be in dispute. The department will withhold flagging reimbursement until any disputed charges are resolved and the final invoice is paid. No reimbursement for flagging will be made by the department if a violation of subsection B is documented.
stp-107-034 (20170615)

8. Utilities.

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

There are underground and overhead utility facilities located within the project limits. There are known utility adjustments required for the construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearance from overhead facilities at all times. Adjustments in the location of certain described items may be necessary, as directed by the engineer, when it becomes evident that a utility conflict could occur.

Alliant Energy/Wisconsin Power & Light (Electric) – The existing facilities along USH 14 and STH 26 will remain in place.

The field contact is Dean Copp, 1428 Wolcott St., Beloit, WI 53511, (608) 364-6431, e-mail: deancopp@alliantenergy.com.

Alliant Energy (Gas) – The existing facilities along USH 14 and STH 26 will remain in place.

The field contact is Kevin Doyle, 935 WBR Townline Road, Beloit, WI 53511-8823, (608) 364-6543, e-mail: kevindoyle@alliantenergy.com.

AT&T Wisconsin (Telephone) – The existing underground line along the north side of Townline Road will be relocated on the north side of Townline Road. This work is anticipated to be completed prior to Stage 2 construction.

The existing facilities along USH 14 and STH 26 will remain in place.

The field contact is Carol Anason, 316 West Washington Avenue, Madison, WI 53703, (608) 252-2385; e-mail: ca2624@att.com.

ATC (Electric) – The existing overhead line along the south side of the WSOR crossing will be relocated approximately 120' south of the existing location. This work is anticipated to be completed prior to Stage 2 construction.

The field contact is Thomas Betthausen, W234 N200 Ridgeview Parkway Court, Waukesha, WI 53188, (262) 832-8717, mobile: (262) 993-1296, e-mail: tbetthausen@atcllc.com.

CenturyLink (communications) – The existing underground facilities along CTH M will remain in place.

The field contact is Mark Murn, 224 Industrial Drive, North Prairie, WI 53153, (262) 392-5210.

Charter Communications (communications) – The existing underground facilities along STH 26 will remain in place.

The field contact is Randy Steurer, 1348 Plainfield Avenue, Janesville, WI 53546, (608) 373-7544 or (608) 209-3194; e-mail: randy.steurer@charter.com.

City of Janesville (Sanitary Sewer and Watermain) - The existing underground facilities along USH 14 and STH 26 will remain in place.

City of Milton (Sanitary Sewer) - The existing underground sanitary facility along the east side of Newville Road will remain in place.

Milton School District (communications) - The existing underground facility along the south side of Townline Road will be relocated approximately 60 feet south of the existing location. This work is anticipated to be completed prior to construction.

The field contact is Kerry Rebiger, (608) 322-8158, e-mail: Kerry@midwestDD.com.

Northern Natural Gas (gas) - The existing underground facility crossing at Station 1140+86 'TWNB' will remain in place.

The field contact is Leonard Klaas 5557 County D, Platteville, WI 53818, (402) 530-2806, mobile: (608) 778-8514, e-mail: Leonard.Klaas@mngco.com.

Rock County Electric Cooperative (electric) – The existing overhead line along the north side of Townline Road will be placed underground on the north side of Townline Road. This work is anticipated to be completed prior to Stage 2 construction.

The existing overhead line along the south side of CTH M will be placed underground on the south side of CTH M Road. This work is anticipated to be completed prior to Stage 2 construction.

The field contact is Tony Haffelder, 2815 Kennedy Road, Janesville, WI 53547-1758, (608) 752-4550, mobile: (920) 728-2379, e-mail: tonyh@rock.coop.

WE Energies (Gas) – The existing facilities along STH 26 will remain in place.

The field contact is Scott Holstein, 700 S Kane Street, Burlington, WI 53105, (262) 763-1084 or (262) 949-0490.

9. **Other Contracts.**

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

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

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

Project 1003-10-84/1005-10-76

These projects involve the reconstruction of IH 39/90 from Avalon Road to USH 14. Coordination with this project will be required for traffic control staging.

Project 1005-10-71/72

This project involves the reconstruction of IH 39 from Knutson Road to the North Rock County Line. Coordination with this project will be required for traffic control staging.

10. **Erosion Control.**

Supplement standard spec 107.20 with the following:

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

Detail each construction phase per year; include plans for staging large fills and detailed plans for placing temporary and permanent erosion control items to provide for winterization of the project.

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

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

(5/14/2013)

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

The department has submitted 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. When approved, a copy of the permit is available from the regional office by contacting Jennifer Grimes at (608) 884-1147, Jennifer.Grimes@dot.wi.gov.
stp-107-054 (20080901)

12. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week prior to the start of work under this contract and hold two meetings per month thereafter. The contractor shall arrange for a suitable location for the meeting(s) that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for the meeting(s). The contractor shall schedule the meeting(s) with at least two weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

13. Contract Award and Execution.

Supplement standard spec 103 as follows:

103.9 Mobilization Workshops

103.9.1 Workshop Schedule

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

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

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

103.9.2 Workshops

103.9.2.1 Initial Work Plan

103.9.2.1.1 General

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

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

103.9.2.1.2 Project Questionnaire

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

General Information

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

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

- Engineers
- Estimators
- CPM Schedulers

Construction Engineering

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

Subcontractors

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

Permanent Material Suppliers

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

Quality Control (where applicable)

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

Organization Chart

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

Work Rules

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

Maintenance of Traffic

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

Construction

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

103.9.2.2 Cost Reduction Incentives and Submittals

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

Cost Reduction Incentives

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

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

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

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

Submittals

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

1. Review the project special provisions.
2. Categorize submittals into functional areas including but not limited to:
 - MSE Retaining Walls
 - Temporary Shoring
 - Falsework and Formwork
 - Girder Shop Drawings, Fabrication, and Delivery Dates
 - Steel Transportation, Delivery, and Erection
 - Structure Demolition Plans
 - Pile Hammers and High Capacity Piling
 - Concrete/ Asphalt
 - Materials
 - ITS / Lighting
 - Traffic Signals
 - Sanitary Sewer and Water
 - Permits
3. Develop a schedule for submittals. Submittal schedule data shall be incorporated into CPM progress schedule to reflect submittal preparation durations and dates, submittal approval durations and dates, and material fabrication periods with forecasted delivery dates. Reference Baseline CPM Progress Schedule in these special provisions.

103.9.2.3 Utility Coordination

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

1. At a minimum, the following key personnel will attend the Utility Coordination Meeting.
 - Department's Utility Coordinator
 - Contractor's Project Manager, Foreman, Supervisor
 - Designer Team's Utility Coordinator
 - Key Utility Company Representative(s)
2. At a minimum, the Utility Coordination Meeting will include a review of the following:
 - Summary of all required utility relocations on the project
 - Special provisions addressing utility work
 - Sharing of contact information

- Scheduling of work for utility relocation(s) including critical milestones and staging for the work
- Contractor's work schedule and anticipated conflicts with the utility's construction schedule.

103.9.2.4 Baseline CPM Scheduling

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

103.9.2.5 Work Force Opportunities

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

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

(1/5/2017)

14. Timely Decision Making Manual.

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

Forms and associated guidance are published in the TDM available at the department's Highway Construction Contract Information (HCCI) web site at: [Timely Decision Making Manual \(TDM\)](#)
stp-105-005 (20151210)

15. Notice to Contractor – Construction Safety.

Supplement standard spec 107 as follows:

Description

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

Definitions

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

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

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

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

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

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

General Requirements

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

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

Safety Representative Requirements

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

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

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

Requirements for Construction Health and Safety Programs

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

Traffic Control and Vehicle Collision Prevention/Risk Reduction

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

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

Personal Protective Equipment (PPE)

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

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

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

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

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

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

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

Walking and Working Surfaces

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

Excessive Driving Hours/Extended Work Shifts

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

Cranes and Hoists.

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

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

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

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

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

Documentation and Records

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

- a. Written Safety Plan for Work Activities to be Performed
- b. Names of Safety Representatives and copies of their OSHA 10-Hour Occupational Safety and Health Training Course in Construction Safety and Health training cards.
- c. Names of Competent Persons and Qualified Persons (if required by OSHA for the work performed).
- d. Reports of inspections of the job sites, materials, and equipment [29 CFR 1926.20(b)(2)].
- e. Documentation that the SR has communicated and distributed materials from the Construction Safety Awareness Training to their site workers. At a minimum this will include a dated sign-in sheet with the names and signatures of the workers trained. The department will provide a sign-in sheet template electronically.
- f. Project site OSHA 300 Log (no worker names)[29 CFR 1904.29]
- g. Project site OSHA 301 Incident Report (no worker names) [29 CFR 1904.29]
- h. Hazard Communication Program [29 CFR 1926.59]
 - i. Hazardous Chemical Inventory,
 - ii. Location of Safety Data Sheets (SDSs)
 - iii. Hazard Warning Symbols
 - iv. Information and training requirements.
- i. Exposure Monitoring results (if monitoring is required under a specific OSHA standard-no worker names)
- j. Crane operator certifications (if applicable)
- k. Fall Protection Plan (if applicable) [29 CFR 1926.500-.503 and 1926.104]
- l. Confined Space Entry Procedures (if applicable). [29 CFR 1926.1200-.1213]
- m. Lockout/Tagout Procedures (if applicable). [29 CFR 1926.417 and .702]
- n. Respiratory Protection Program (if applicable) [29 CFR 1926.103 and 1910.134(c)]
- o. Emergency Action Plan [29 CFR 1926.35]
 - i. Emergency escape procedures and emergency escape route assignments
 - ii. Procedures to be followed by employees who remain to operate critical equipment before they evacuate
 - iii. Procedures to account for all employees after emergency evacuation has been completed
 - iv. Rescue and medical duties for those employees who are to perform them;
 - First Aid and Medical Treatment Procedures [29 CFR 1926.50]
 - Equipment and Supplies
 - Names of persons certified in first aid
 - Location of the nearest medical facility.
 - v. The preferred means of reporting fires and other emergencies
 - vi. Prime contractor's alarm system
 - vii. Names or regular job titles of persons who can be contacted for further information or explanation of duties under the plan.

- p. Fire Protection Program (if applicable) [29 CFR 1926.150]
 - q. Fire Prevention Plan and Hot Work Permit procedures (if applicable) [29CFR 1926.352]
- (2/21/17)

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

Structures B-53-73 (Newville), B-53-75 (CTH M), B-53-77 (WSOR), B-53-80 (Townline Road)

James Gondek, License Number AII-108099 and Angela Voit, License Number 112673, inspected the referenced structures for asbestos on December 5-7, 2005. No regulated Asbestos Containing Material (RACM) was found on these structures. A copy of the inspection report is available from: Jennifer Grimes, WisDOT Southwest Region Environmental Coordinator, 111 Interstate Blvd, Edgerton, WI 53534, (608) 884-1147, Jennifer.Grimes@dot.wi.gov.

Structures B-53-65 (USH 14)

John Roelke, License Number AII-119523, inspected the referenced structures for asbestos on August 31, 2009. No regulated Asbestos Containing Material (RACM) was found on these structures. A copy of the inspection report is available from: Jennifer Grimes, WisDOT Southwest Region Environmental Coordinator, 111 Interstate Blvd, Edgerton, WI 53534, (608) 884-1147, Jennifer.Grimes@dot.wi.gov.

Structures B-53-85 (STH 26), B-53-83 (WSOR)

John Roelke, License Number AII-119523, inspected the referenced structures for asbestos on June 5, 2013. No regulated Asbestos Containing Material (RACM) was found on these structures. A copy of the inspection report is available from: Jennifer Grimes, WisDOT Southwest Region Environmental Coordinator, 111 Interstate Blvd, Edgerton, WI 53534, (608) 884-1147, Jennifer.Grimes@dot.wi.gov.

In accordance with NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Jennifer Grimes, WisDOT Southwest Region, 111 Interstate Blvd, Edgerton, WI 53534, (608) 884-1147 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI. 53707-7965 and to the engineer. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: B-53-73, IH 39/90 northbound over Newville Road
- Site Address: Latitude 42°48'30"N Longitude 89°00'47"W
- Section 13 Town 4N Range 12E/Section 18 Town 4N Range 13E
- Townships of Fulton and Milton, Rock County
- Ownership Information: WisDOT Transportation Southwest Region, 2101 Wright Street, Madison, WI 53704-2583
- Contact: Emmanuel Yartey
- Phone: (608) 884-7131
- Age: 57 years old. This structure was constructed in 1961 with a concrete overlay in 1986, an asphalt overlay in 2000, polymer overlay in 2014 and widening in 2015.
- Area: 9544 SF of deck

- Site Name: B-53-75, IH 39/90 northbound over CTH M
- Site Address: Latitude 42°47'20"N Longitude 89°00'15"W
- Section 19 Town 4N Range 13E
- Township of Milton, Rock County
- Ownership Information: WisDOT Transportation Southwest Region, 2101 Wright Street, Madison, WI 53704-2583
- Contact: Emmanuel Yartey
- Phone: (608) 884-7131
- Age: 57 years old. This structure was constructed in 1961 with a concrete overlay in 1986, an asphalt overlay in 2000 and polymer overlay in 2014.
- Area: 4663 SF of deck

- Site Name: B-53-77, IH 39/90 northbound over WSOR
- Site Address: Latitude 42°47'10"N Longitude 89°00'15"W
- Section 30 Town 4N Range 13E
- Township of Milton, Rock County
- Ownership Information: WisDOT Transportation Southwest Region, 2101 Wright Street, Madison, WI 53704-2583
- Contact: Emmanuel Yartey
- Phone: (608) 884-7131
- Age: 57 years old. This structure was constructed in 1961 with a concrete overlay in 1986, an asphalt overlay in 2000 and polymer overlay in 2014.
- Area: 5945 SF of deck

- Site Name: B-53-80, IH 39/90 northbound over Townline Road
- Site Address: Latitude 42°45'35"N Longitude 89°00'16"W
- Section 6 Town 3N Range 13E
- Township of Harmony, Rock County
- Ownership Information: WisDOT Transportation Southwest Region, 2101 Wright Street, Madison, WI 53704-2583
- Contact: Emmanuel Yartey
- Phone: (608) 884-7131
- Age: 57 years old. This structure was constructed in 1961 with redeck in 1987.
- Area: 4598 SF of deck

- Site Name: B-53-65, IH 39/90 southbound over USH 14
- Site Address: Latitude 42°43'02"N Longitude 88°59'06"W
- Section 17 Town 3N Range 13E
- City of Janesville, Rock County
- Ownership Information: WisDOT Transportation Southwest Region, 2101 Wright Street, Madison, WI 53704-2583
- Contact: Emmanuel Yartey
- Phone: (608) 884-7131
- Age: 57 years old. This structure was constructed in 1961 with a concrete overlay in 1987, an asphalt overlay in 2000 and widening in 2016.
- Area: 20246 SF of deck

- Site Name: B-53-83, IH 39/90 southbound over WSOR
- Site Address: Latitude 42°43'46"N Longitude 88°59'54"W
- Section 7 Town 3N Range 13E
- City of Janesville, Rock County
- Ownership Information: WisDOT Transportation Southwest Region, 2101 Wright Street, Madison, WI 53704-2583
- Contact: Emmanuel Yartey
- Phone: (608) 884-7131
- Age: 57 years old. This structure was constructed in 1961 with a concrete overlay in 1987 asphalt overlay in 2000 and redeck and widening in 2003.
- Area: 8819 SF of deck

- Site Name: B-53-85, IH 39/90 southbound over STH 26
- Site Address: Latitude 42°43'33"N Longitude 88°59'36"W
- Section 18 Town 3N Range 13E
- City of Janesville, Rock County
- Ownership Information: WisDOT Transportation Southwest Region, 2101 Wright Street, Madison, WI 53704-2583
- Contact: Emmanuel Yartey
- Phone: (608) 884-7131
- Age: 56 years old. This structure was constructed in 1962 with a concrete overlay in 1987, asphalt overlay in 2000 and 2010 and widening in 2016.
- Area: 13988 SF of deck

Insert the following paragraph in Section 6.g.:

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

stp-107-125 (20120615)

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

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

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

Detail on existing or new project plan sheets that show:

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

Written summary of proposed traffic control change including:

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

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

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

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

(10/3/2016)

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

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

Details on existing or new project plan sheets that show:

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

Written summary of proposed temporary construction access change including:

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

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

request, it will be forwarded to FHWA for review and processing a minimum of 7 calendar days in advance of the contractor's anticipated implementation.

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

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

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

(10/3/2016)

19. Notice to Contractor - Airport Operating Restrictions - General.

A temporary permit is not required from the Federal Aviation Administration (FAA) for the permanent or temporary installations that are included in the plans as long as the contractor uses equipment that will not exceed 200 feet above ground level. The contractor shall submit FAA Form 7460-1, Notice of Proposed Construction or Alteration, to the FAA a minimum of 45 days before beginning construction operations that propose to use equipment that will exceed 200 feet above ground level.

If required, the FAA will return FAA Form 7460-2, Notice of Actual Construction or Alteration, with a determination. The contractor shall complete and send FAA Form 7460-2, Part 1 to the FAA at least 48 hours prior to starting the actual construction or alteration of a structure. Additionally, the contractor shall submit Part 2 no later than 5 days after the structure has reached its greatest height.

Contact Justin Hetland, Airspace Safety Program Manager, Bureau of Aeronautics at (608) 267-5018 (Justin.Hetland@dot.wi.gov) with any questions. Refer to the following FAA website for instructions to complete the form and the required information.

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

(1/5/2015)

20. Contractor Data Packet.

The department will provide electronic design data for project 1005-10-81. The data provided is for the bidder's general knowledge only and is not a part of the contract. The department assumes no responsibility for discrepancies between the data provided and the contract documents.

The department will provide the project contractor data packet before the project let date within 5 business days of a contractor request submitted by email to Derek Potter at Derek.Potter@dot.wi.gov.

The contractor data packet contains the following:

1. Field control data, LandXML v1.2 file.
2. Existing topographic data, 2D AutoCAD DWG files.
 - a. Mapping
 - b. Utilities
3. Reference line alignments and proposed profiles, LandXML v1.2 file(s).
4. Superelevation transition information, comma separated value (csv) text file(s).
5. Proposed roadway features, 2D AutoCAD DWG file.
6. Proposed structure horizontal features, 2D in AutoCAD DWG file.
7. Surface models, LandXML v1.2 files and AutoCAD DWG files containing 3D face objects representing surface TIN triangles of surface models as follows:
 - a. Existing ground surface.
 - b. Proposed top surface.
 - i. Top of topsoil outside the roadway subgrade shoulder points extended to the slope intercepts.
 - ii. Top of shoulder and top of pavement within the roadway subgrade.
 - c. Proposed datum surface.
 - i. Top of topsoil outside the roadway subgrade shoulder points extended to the slope intercepts.
 - ii. Subgrade surface within the roadway subgrade shoulder points.
8. Proposed surface model longitudinal breaklines, 3D AutoCAD DWG files.
9. Surface model outer boundaries, 3D AutoCAD DWG file.
10. Slope stake report, comma separated value (csv) text file.
11. Earthwork data, Excel spreadsheet xlsx file(s).
12. Right-of-way and easement data, LandXML v1.2 file and 2D AutoCAD DWG file.
13. Metadata information.

(10/31/2017)

21. Clearing and Grubbing, Items 201.0105 and 201.0205.

Supplement standard spec 201.3 with the following:

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

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

- Green ash (*F. pennsylvanica*) is found throughout the state, but is most common in southern Wisconsin. It may form pure stands or grow in association with black ash, red maple, swamp white oak, and elm. It grows as an associate in upland hardwood stands, but is most common in and around stream banks, floodplains, and swamps.
- Black ash (*F. nigra*) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps, but is also found in other wet forest types.

- Blue ash (*F. quadrangulata*) is a threatened species that is currently found only at a few sites in Waukesha County. The species is at the edge of its range in Wisconsin, but is common in states farther south. The species is not of commercial importance. Blue ash twigs are 4-sided.
- White ash (*F. americana*) tends to occur primarily in upland forests, often with *Acer saccharum*.
- Includes all horticultural cultivars of these species.

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

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

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

Follow and obey the following DATCP order:

ATCP 21.17 Emerald Ash Borer, Import Controls and Quarantine

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

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

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

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

2. Regulated items.

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

- a) The emerald ash borer, *Agrilus planipennis* Fairmaire in any living stage.
- b) Ash trees.
- c) Ash limbs, branches, and roots.
- d) Ash logs, slabs or untreated lumber with bark attached.
- e) Cut firewood of all non-coniferous species.
- f) Ash chips and ash bark fragments (both composted and uncomposted) larger than 1 inch in diameter.

- g) Any other item or substance that may be designated as a regulated item if a DATCP pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.

Regulatory Considerations

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

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

Chipped ash trees

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

(8/18/2014)

22. Debris Containment Structure B-53-75, Item 203.0225.S.001; B-53-77, Item 203.0225.S.002; B-53-80, Item 203.0225.S.003.

A Description

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

B (Vacant)

C Construction

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
203.0225.S.001	Debris Containment Structure B-53-75	LS
203.0225.S.002	Debris Containment Structure B-53-77	LS
203.0225.S.003	Debris Containment Structure B-53-80	LS

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

stp-203-010 (20080902)

23. Abandoning Sewer, Item 204.0291.S.

A Description

This special provision describes abandoning existing sewer by filling it with cellular concrete according to the pertinent requirements of standard spec 204 and standard spec 501, as shown in the plans, and as hereinafter provided.

B Materials

Provide cellular concrete meeting the following specifications: 1 part cement, 1 part fly ash, 8 parts sand, or an approved equal, and water. Provide cement meeting the requirements of standard spec 501.2.1 for Type 1 Portland Cement. Provide sand meeting the requirements of standard spec 501.2.5.3 Provide water meeting the requirements of standard spec 501.2.4.

C Construction

Fill the abandoned sewer pipe with cellular concrete as directed by the engineer. In the event that the sewer cannot be completely filled from existing manholes, tap the sewer where necessary and fill from these locations.

D Measurement

The department will measure Abandoning Sewer in volume by the cubic yard according to standard spec 109.1.3.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0291.S	Abandoning Sewer	CY

Payment is full compensation for furnishing all materials and excavating and backfilling where necessary.
stp-204-050 (20080902)

24. Removing Concrete Flume, Item 204.9180.S.001.

A Description

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

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Concrete Flume in square yards, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9180.S.001	Removing Concrete Flume	SY

stp-204-025 (20150630)

25. Roadway Excavation.

Excavation of frozen ground directed by the engineer to maintain work as scheduled will be paid for as common excavation. Backfilling of these excavated areas will be paid for as either Roadway Embankment or Select Borrow as directed by the engineer. This does not relieve the contractor of their responsibility to protect the subgrade from further freezing of the soils prior to or after this excavation or the timely backfilling of any areas excavated due to frozen conditions.

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

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

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

(6/29/2015)

26. Borrow.

Replace standard spec 208.1(1) with the following:

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

Delete standard spec 208.2.2(2).

Supplement standard spec 208.3 to include the following:

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

Supplement standard spec 208.4 with the following:

The department will not measure embankment material from its source.

Supplement standard spec 208.5 with the following:

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

27. Roadside Infiltration Ditch – General Requirements.

A Description

This special provision describes the general requirements for constructing the roadside infiltration ditch as shown on the plans.

B Materials

Refer to the following bid items for backfill material requirements:

1. Roadside Infiltration Ditch Granular Backfill Sand
2. Compost

C Construction

C.1 Construction Site Stabilization

Prevent construction site runoff from disturbed areas from entering and contaminating the roadside infiltration ditch.

Divert runoff from pervious areas away from the infiltration ditch until the pervious areas have undergone final stabilization.

Final stabilization is the condition achieved on pervious areas when uniform perennial vegetative cover has been established with a density of at least 70 percent.

If runoff from disturbed areas enters and contaminates the roadside infiltration ditch, restore the affected areas to their condition prior to the runoff contamination at no additional cost to the department.

C.2 Suitable Weather

Suspend roadside infiltration ditch construction operations during periods of rainfall or snowmelt. Maintain suspension of ditch construction if ponded water is present or if residual soil moisture contributes significantly to the potential for soil smearing, clumping or other forms of compaction.

C.3 Preparation of Roadside Infiltration Ditch Prior to Backfilling with Roadside Infiltration Ditch Granular Backfill Sand

As detailed in the plans, excavate the roadside infiltration ditch to a depth so as to completely remove the existing topsoil, clay layers and soils not conducive to infiltration to a depth of 6-inches below the top of the existing sand and gravel strata. The depths of the above soils to be excavated vary. Subsurface exploration soil boring reports are available from the Wisconsin Department of Transportation–Southwest Region by contacting Hassen Hassen, I-39 Geotechnical Engineer, (608) 884-7490.

Payment for work described under section C.3 of this article is paid for under bid item Excavation Common.

C.4 Compaction Avoidance

Minimize compaction and smearing of the following material layers:

1. Exposed sand and gravel strata along the bottom of the roadside infiltration ditch.
2. Roadside infiltration ditch granular backfill sand layer.
3. Compost layer.

During the roadside infiltration ditch construction, cordon off the area dedicated to the roadside infiltration ditch to prevent access by equipment with narrow tracks or narrow tires, rubber tires with large lugs, or high-pressure tires. Acceptable equipment for constructing the infiltration ditch includes light equipment with turf type tires and/or marsh equipment or wide-track loaders.

C.5 Compaction Remediation

If compaction occurs along the roadside infiltration ditch, re-fracture the soil to a depth of at least 12 inches. If smearing occurs, correct the smeared areas of the interface by raking or roto-tilling. Restore compacted or smeared areas at no additional cost to the department.

C.6 Placement of Roadside Infiltration Ditch Granular Backfill Sand

Place roadside infiltration ditch granular backfill sand on top of the existing exposed sand and gravel strata within the same calendar day of exposing the sand and gravel strata. Place roadside infiltration granular backfill sand in lifts up to 3 feet in depth. Lightly compact the roadside infiltration ditch granular backfill sand by lightly tamping the material. Compacting using plate compactors or other vibratory compactors will not be allowed.

Adhere to the requirements in section C.4 “Compaction Avoidance” of this article for placed roadside infiltration ditch granular backfill sand.

Payment for work described under section C.6 of this article is paid for under bid item Roadside Infiltration Ditch Granular Backfill Sand.

C.7 Placement and Settling of Compost

Place 2-inches of roadside infiltration ditch compost on top of the existing sand and gravel strata or previously placed roadside infiltration ditch granular backfill sand as detailed in the plan. Rototill the 2-inches of roadside infiltration ditch compost into the existing sand and gravel strata or previously placed roadside infiltration ditch granular backfill sand to an elevation approximately 5inches below the proposed elevation of the infiltration ditch.

Methods to induce mild settling of the compost and roadside infiltration ditch granular backfill sand layers, as needed to prepare a stable planting medium and to stabilize the ponding depth, may be used. Vibrating-style plate compactors or other vibratory compactors will not be allowed to induce settling.

Payment for work described under section C.7 of this article is paid for under bid item Compost.

D Measurement

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

E Payment

No separate payment will be made for the work described in this article. All work described in this article is included under the following bid items: Excavation Common, Roadside Infiltration Ditch Granular Backfill Sand, and Compost.

28. Select Borrow, Item 208.1100.

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

Materials

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

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

Measurement

Replace standard spec 208.4 with the following:

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

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

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

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

(11/29/2016)

29. QMP Base Aggregate.

A Description

A.1 General

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

A.2 Small Quantities

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a contract quantity of 9000 tons or less of material as shown in the schedule of items under that bid item.
- (2) The requirements under this special provision apply equally to a small quantity for an individual bid item except as follows:

A.2.1 Quality Control Plan

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

A.2.2 Contractor Testing

1.

Contract Quantity	Minimum Required Testing per source
≤ 6000 tons	One stockpile test prior to placement, and two production or one loadout test. ^{[1] [2]}
> 6000 tons and ≤ 9000 tons	One stockpile and Three placement tests ^[3] [4] [5]

- ^[1] Submit production test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.
 - ^[2] If the actual quantity overruns 6,000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
 - ^[3] If the actual quantity overruns 9000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
 - ^[4] For 3-inch material or lift thickness of 3-inch or less, obtain samples at load-out.
 - ^[5] Divide the aggregate into uniformly sized sublots for testing
- 2. Stockpile testing for concrete pavement recycled in place will be sampled on the first day of production.
 - 3. Until a four point running average is established, individual placement tests will be used for acceptance. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
 - 4. Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

A.2.3 Department Testing

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

B Materials

B.1 Quality Control Plan

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

B.2 Personnel

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

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

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

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

B.3 Laboratory

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:

Materials Management Section

3502 Kinsman Blvd.

Madison, WI 53704

Telephone: (608) 246-5388

<http://wisconsin.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)

30. Base Aggregate Dense 3/4 –Inch, item 305.0110.

Revise standard spec 301.2.4.3 as follows:

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

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

31. Base Aggregate Dense 1 1/4-Inch, Item 305.0120.

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

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

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

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

(7/26/2017) (SWR 305.02-08032016)

32. HMA Pavement Modification

A Description

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

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

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

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

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

33. HMA Pavement 4 HT 58-28 V, Item 460.7624.

Add the following to standard spec 460.3:

Compaction over the bridge shall be accomplished with static methods and the QMP HMA pavement nuclear density requirement will be waived.

34. QMP HMA Pavement Nuclear Density.

A Description

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
 1. Selection of test sites.
 2. Testing.
 3. Necessary adjustments in the process.
 4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:
<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>
- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:
<http://www.atwoodsystems.com/mrs>

B Materials

B.1 Personnel

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.

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

B.2 Testing

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

B.3 Equipment

B.3.1 General

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

B.3.2 Comparison of Nuclear Gauges

B.3.2.1 Comparison of QC and QV Nuclear Gauges

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the comparison process. The section does not have to be the same mix design.
- (2) Compare the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the comparison on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.
- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft³. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft³ and repeat comparison process from B.3.2.1 (2).

- (5) Furnish one of the QC gauges passing the allowable comparison tolerances to perform density testing on the project.

B.3.2.2 Comparison Monitoring

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

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.
- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.
- (5) Randomly select test locations for each sublot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.

- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

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

Table 1

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

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

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

Table 2

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

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

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be according to standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.

- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

B.5 Department Testing

B.5.1 Verification Testing

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

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge comparison according to B.3.2.1.

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

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

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

stp-460-020 (20161130)

35. Concrete Masonry Deck Repair, Item 509.2100.S.

A Description

This special provision describes providing concrete masonry on the sawed deck preparation areas of the concrete bridge deck and in full depth deck, curb, and joint repair areas. Conform to standard spec 502 and standard spec 509.

B Materials

B.1 Neat Cement

Furnish a neat cement bonding grout. Mix the neat cement in a water-cement ratio approximately equal to 5 gallons of water per 94 pounds of cement.

B.2 Concrete

Furnish grade C, C-FA, C-S, C-IS, C-IP, C-IT, or E concrete conforming to standard spec 501 for deck preparation, full-depth deck repair, curb repair and joint repair areas except as follows: 1. The contractor may increase slump of grade E concrete to 3 inches. 2. The contractor may use ready-mixed concrete.

C Construction

C.1 Neat Cement

Immediately before placing the concrete deck patching, coat the prepared surfaces with a neat cement mixture. Ensure the prepared concrete surfaces are moist without any standing water before coating with the neat cement mixture. Brush the neat cement mixture over the prepared concrete surfaces to ensure that all parts receive an even coating, and do not allow excess neat cement to collect in pockets. Apply the neat cement at a rate that ensures the cement does not dry out before being covered with the new concrete.

C.2 Placing Concrete

Place concrete conforming to standard spec 509. As determined by the engineer, consolidate smaller areas by internal vibration, strike them off, and finish the areas with hand floats to produce plane surfaces that conform to the grade and elevation of the adjoining surfaces. Give all deck patching areas a final hand float finish.

C.3 Curing Concrete

Cure the concrete masonry deck patching conforming to standard spec 502.2.6(1).

D Measurement

The department will measure Concrete Masonry Deck Repair by the cubic yard, acceptably completed.

The department will measure concrete used in deck preparation areas and in full depth deck, curb, and joint repair as part of the Concrete Masonry Deck Repair bid item.

The department will not measure wasted concrete.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
509.2100.S	Concrete Masonry Deck Repair	CY

Payment is full compensation for furnishing, hauling, preparing, placing, finishing, curing, and protecting all materials.

stp-509-060 (20170615)

36. Removing Asphaltic Concrete Deck Overlay B-53-0075, Item 509.9010.S.001; Removing Asphaltic Concrete Deck Overlay B-53-0077, Item 509.9010.S.002; Removing Asphaltic Concrete Deck Overlay B-53-0065, Item 509.9010.S.003; Removing Asphaltic Concrete Deck Overlay B-53-0073, Item 509.9010.S.004; Removing Asphaltic Concrete Deck Overlay B-53-0085, Item 509.9010.S.005.

A Description

Remove the asphaltic concrete overlay with or without an underlayment of waterproof membrane by milling the entire bridge deck according to standard spec 204, the plans, and as hereinafter provided.

B (Vacant)

C Construction

C.1 Milling

Use a self-propelled milling machine that is specially designed and constructed for milling bridge decks. It shall mill without tearing or gouging the concrete masonry underlying the deck overlay. The machine shall consist of a cutting drum with carbide or diamond tip teeth. Space the teeth on the drum to mill a surface finish that is acceptable to the engineer.

Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes. Equip the machine with electronic devices that provide accurate depth, grade and slope control, and an acceptable dust control system.

Perform milling in a manner that precludes damage to the bridge floor and results in a uniform textured finish that:

- Is free of sharp protrusions;
- Has uniform transverse grooves that measure up to 1/4-inch vertically and transversely; and
- If applicable, is acceptable to the manufacturer of the sheet waterproof membrane.

Windrowing or storing of the removed milled asphaltic concrete on the bridge is only permitted in connection with the continuous removal and pick-up operation. During nonworking hours, clear the bridge of all materials and equipment.

C.2 Cleaning

Blast-clean the entire surface of the deck, the vertical faces of curbs, sidewalks, and parapets to the depth of the adjoining overlay.

Clean the surface on which the new overlay will be placed to remove all loose particles and dust by either brooming and water pressure using a high-pressure nozzle, or by water and air pressure. Use water for cleaning that conforms to specifications for water under standard spec 501.2.4.

The removed asphaltic concrete shall become the property of the contractor; properly dispose of it according to standard spec 204.

D Measurement

The department will measure Removing Asphaltic Concrete Deck Overlay in area by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
509.9010.S.001	Removing Asphaltic Concrete Deck Overlay B-53-0075	SY
509.9010.S.002	Removing Asphaltic Concrete Deck Overlay B-53-0077	SY
509.9010.S.003	Removing Asphaltic Concrete Deck Overlay B-53-0065	SY
509.9010.S.004	Removing Asphaltic Concrete Deck Overlay B-53-0073	SY
509.9010.S.005	Removing Asphaltic Concrete Deck Overlay B-53-0085	SY

Payment is full compensation for removing the asphaltic concrete with or without an underlayment of waterproof membrane; cleaning the concrete surfaces; and for properly disposing of all materials.
stp-509-010 (20110615)

37. Fence Safety, Item 616.0700.S.

A Description

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

B Materials

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

Furnish fence fabric meeting the following requirements.

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

C Construction

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.
stp-616-030 (20160607)

38. 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)

39. 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)

40. Traffic Control Signs, Item 643.0900.

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

Supplement standard spec 643.2.9.1(5) as follows:

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

(7/6/2014)

41. Traffic Control.

Supplement standard spec 643.3.1 with the following:

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

Provide the State Patrol, Rock County Sheriff's Departments, and the engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

Do not permit equipment or vehicles to directly cross the live traffic lanes of the highway. All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic. Equip all contractor's vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light). Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders.

All construction vehicles and equipment operating on or near roadways open or closed to traffic, shall be equipped with at least one flashing amber light. The flashing amber light shall be activated when vehicles or equipment are operated on the roadway, parked in close proximity to the roadway, and when entering or exiting live lanes of traffic. The flashing amber light shall be mounted approximately midway between the transverse extremities of the vehicles or machinery and at the highest practical point that provides visibility from all directions. The light shall be of the flashing strobe or revolving type meeting the following minimum requirements:

<u>Flashing Strobe Type Light</u>	<u>Revolving Type Light</u>
360-degree lens	360-degree lens
60 to 90 flashes per minute	45 to 90 flashes per minute
5-inch minimum height	4-5/8 inch minimum height
3-3/4 inch minimum diameter	3-3/4 inch minimum diameter

The light shall be equipped with bulbs of 50 candlepower minimum. Mounting shall be either magnetic or permanent. No compensation for furnishing and installing the flashing amber light to contractor owned construction equipment or vehicles will be provided for in the contract.

The contractor shall not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators, sand barrel array or guardrail in place along the traveled roadways not shown on the plans without the approval of the engineer.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.

Cover existing signs which conflict with traffic control as directed by the engineer. The turning of traffic control devices when not in use to obscure the message will not be allowed under this contract.

Replace standard spec 643.3.1(6) with the following:

Provide 24-hour a day availability of equipment, forces and materials to promptly restore barricades, lights, or other traffic control devices that are damaged or disturbed. Restore any barricade, light, or other traffic control so that the device is not out of service for more than two hours.

Supplement standard spec 643.3.6(3) with the following:

Place one flashing arrow board in advance of each lane closure taper and place one flashing arrow board within each lane closure taper at locations directed by the engineer.

42. Cold Weather Marking Epoxy 4-Inch, Item 646.6464.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 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

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)

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

Standard spec 106.3 – Approval of Materials

Add the following to standard spec 106.3:

Design/Shop Drawings

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

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

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

1. Any contractor-designed structure or foundation.

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

44. Intelligent Transportation Systems – General Requirements.

A Description

A.1 General

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

Unusual aspects of this project include:

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

A.2 Surge Protection

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

B Materials

B.1 General

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

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

B.2 Outdoor Equipment

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

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

B.3 Custom Equipment

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

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

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

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

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

the drawings and maintenance manuals supplied to the department shall be permanently affixed to each board.

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

B.4 Environmental Conditions

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

1. **Vibration and Shock:** Vehicle speed and classification sensors and any other equipment mounted atop poles or on structures shall not be impaired by the continuous vibration caused by winds (up to 90 mph with a 30 percent gust factor) and traffic.
2. **Duty Cycle:** Continuous
3. **Electromagnetic Radiation:** The equipment shall not be impaired by ambient electrical or magnetic fields, such as those caused by power lines, transformers, and motors. The equipment shall not radiate signals that adversely affect other equipment.
4. **Electrical Power:**
 - a. **Operating power:** The equipment shall operate on 120-volts, 60-Hz, single-phase unless otherwise specified. It shall conform to its specified performance requirements when the input voltage varies from 89 to 135 volts and the frequency varies +3 Hz.
 - b. **High frequency interference:** The equipment operation shall be unaffected by power supply voltage spikes of up to 150 volts in amplitude and 10 microseconds duration.
 - c. **Line voltage transients:** The equipment operation shall be unaffected by voltage transients of plus or minus 20 percent of nominal line voltage for a maximum duration of 50 milliseconds. Equipment in the field shall meet the power service transient requirements of NEMA Standard TS-2 when connected to the surge protectors in the cabinets.
5. **Temperature and Humidity:**
 - a. **Field equipment:** Equipment in the field shall meet the temperature and humidity requirements of NEMA Standard TS-2. Liquid crystal displays shall be undamaged by temperatures as high as 165 degrees F, and shall produce a usable display at temperatures up to 120 degrees F.
 - b. **Equipment in Controlled Environments** shall operate normally at any combination of temperatures between 50 degrees F and 100 degrees F, and humidity's between 5 percent and 90 percent, non-condensing, and with a temperature gradient of 9 degrees F per hour.

B.5 Patch Cables and Wiring

All cables and wiring between devices installed in a single cabinet, or in separate cabinets sharing a single concrete base, will be considered incidental to the installation of the devices and no separate payment will be made for them. It is anticipated that this will include fiber

optic patch cables between termination panels and Ethernet switches, 10 / 100 MBPS Ethernet cables, RS-232 cables between individual devices and terminal servers, and power cables between individual devices and power sources within the cabinets.

B.6 Surge Protection

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

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

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

C Construction

C.1 Thread Protection

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

C.2 Cable Installation

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

C.3 Wiring

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

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

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

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

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

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

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

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

C.4 System Operations

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

C.5 Surge Protection

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

D Measurement

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

E Payment

No separate payment will be made for the work described in this article. All work described in this article shall be included under the ITS items in the contract.

stp-670-010 (20100709)

45. Install Pole Mounted Cabinet, Item 673.0225.S.

A Description

This special provision describes installing aluminum enclosures on poles for intelligent transportation systems equipment.

B Materials

Pole mounted cabinets will be salvaged from the project. These cabinets include attached plaques sequence identification and electrical service breaker disconnect box.

Use stainless steel bolts, nuts, and washers unless otherwise specified.

All conductors, terminals, and parts that could be hazardous to maintenance personnel shall be protected with suitable insulating material.

The cabinet will be equipped with service panels. Two panels shall be provided and mounted on the cabinet sidewalls. The left side panel shall be designated as "Input/Communications," and the right side panel shall be designated as the "Service Panel."

The service panel will be equipped with a four-outlet handi-box. Wire the handi-box to the series portion of the filtering surge protector.

Use metallic conduit, fittings, and adapters required from the underground conduit transition point to the cabinet as part of this item. A typical installation requires on 2-inch conduit. Use metallic conduit according to standard spec 652.

C Construction

Fasten the field cabinet securely onto a pole. Provide bolted stainless steel connections with lock washers, locking nuts, or other engineer-approved means to prevent the connection nuts from backing off. Isolate dissimilar materials from one another using stainless steel fittings. Make all power connections to the cabinet as specified in standard spec 656.

Drill and tap the cabinet, as necessary, to mount the terminal blocks and other attachments to the service panel, to provide an entrance on the back of the cabinet for cable from the pole mounted intelligent transportation systems equipment, and to mount the service panel to the cabinet as shown in the details. Remove all sharp edges or burrs, or both, caused by the cutting or drilling process. Seal all openings to prevent water from entering the cabinet. Mount the surge protector to the service panel.

Install metallic conduit on the exterior of the pole (for entrance to the cabinet from the ground) as shown in the plans, and according to the applicable requirements of standard spec 652.

D Measurement

The department will measure Install Pole Mounted Cabinet as each individual assembly, 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
673.0225.S	Install Pole Mounted Cabinet	EACH

Payment is full compensation for installing the pole mounted cabinet, including the attached plaques sequence identification and electrical service breaker disconnect box; for making all connections and conduit/wire entrances; and for furnishing all testing.

46. Roadway Embankment, Item SPV.0035.001.

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

A Description

Replace standard spec 207.1(1) with the following:

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

B Materials

Conform to standard spec 207.2.

C Construction

Conform to standard spec 207.3.

D Measurement

Replace standard spec 207.4(1) with the following:

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

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

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

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

E Payment

Replace standard spec 207.5(1) with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.001	Roadway Embankment	CY

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

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

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

(10/31/2016)

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

47. Roadside Infiltration Ditch Granular Backfill Sand, Item SPV.0035.002.

A Description

This special provision describes furnishing and placing roadside infiltration ditch granular backfill sand as shown on the plans and as hereinafter provided.

B Materials

Furnish sand consisting mostly of Silica (SiO₂), but sand consisting of dolomite or calcium carbonate may also be used. Manufactured sand or stone dust is not allowed. Wash the sand to remove clay and silt particles, and well drain prior to use.

Furnish roadside infiltration ditch granular backfill sand conforming to the applicable requirements of standard spec 209.2 with the following gradation limits:

SIEVE SIZE	PERCENT PASSING (by weight)
3/8-Inch	100
No. 4	90-100
No. 16	45-85
No. 50	5-30
No. 100	0-10

C Construction

Refer to subsection C.6 Placement of Roadside Infiltration Ditch Granular Backfill Sand of the Roadside Infiltration Ditch - General Requirements Article of the special provisions for construction requirements.

D Measurement

The department will measure Roadside Infiltration Ditch Granular Backfill Sand by the cubic yard, acceptably completed in its final position.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.002	Roadside Infiltration Ditch Granular Backfill Sand	CY

Payment for roadside infiltration ditch granular backfill sand is full compensation for preparing the foundation; and for stockpiling, placing, shaping, compacting, and maintaining the sand.

48. Baseline CPM Progress Schedule, Item SPV.0060.002; CPM Progress Schedule Updates and Accepted Revisions, Item SPV.0060.003.

Replace standard spec 108.4 with the following:

108.4 Critical Path Method Progress Schedule

108.4.1 Software

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

108.4.2 Personnel

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

108.4.3 Definitions

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

Activity

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

Critical Path

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

Critical Path Method (CPM)

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

Construction Activity

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

CPM Progress Schedule

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

Data Date

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

Department's Preliminary Construction Schedule (PCS)

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

Float

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

Forecast Completion Date

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

Fragnet

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

Initial Work Plan Schedule

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

Intermediate Milestone Date

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

Master Program Schedule

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

Procurement Activity

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

Work Breakdown Structure (WBS)

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

108.4.4 Department's Preliminary Construction Schedule

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

108.4.5 Contractor's Scheduling Responsibilities

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

The contractor shall submit to the department initial and monthly update schedules, each consistent in all respects with the time and order of work requirements of the contract. The project work shall be executed in the sequence indicated on the current accepted schedule. Schedules shall show the order in which the contractor proposes to carry out the work with logical links between activities, and calculations made using the critical path method to

determine the controlling operation or operations. The contractor is responsible for assuring that each schedule shows a coordinated plan for complete performance of the work. Schedule the Work in the manner required to achieve the completion date and intermediate milestone dates specified in the Prosecution and Progress Special Provision.

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

108.4.6 Submittals

108.4.6.1 Initial Work Plan Schedule

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

1. Provide a detailed plan of activities to be performed during the first 90 calendar days of the contract. Provide construction activities with durations not greater than 28 calendar days (20 business days), unless the engineer accepts requested exceptions.
2. Provide activities as necessary to depict administrative work, including submittals, reviews, material procurements, inspections, and all else necessary to complete the work as described in the contract documents. Activities other than construction activities may have durations greater than 28 calendar days (20 business days).
3. Provide activities as necessary to depict third-party work related to the contract.
4. Provide summary activities for the balance of the project beyond the first 90 calendar days of the project. Summary activities may have durations greater than 28 calendar days (20 business days).
5. Submit the IWP Schedule, including the P6 native data file (XER) and an electronic file (PDF). Submit the P6 native data file (XER) and an electronic file (PDF) to the following DOT email boxes; DOTDTSDSWMEGASCHEDULERS@dot.wi.gov and I39project@dot.wi.gov.
6. Following department receipt of the IWP Schedule, allow ten business days for department review and return of comments. Within five business days of receiving the IWP Schedule, the department will schedule a workshop for the contractor to present the IWP Schedule and to answer questions raised during the department's review. Provide formal responses to the comments and resubmit the IWP Schedule as necessary. A notice to proceed will not be issued until the engineer accepts the IWP Schedule. The department will use the IWP Schedule to monitor the progress of the work until the Baseline CPM Progress Schedule is accepted.

7. Submit an updated version of the IWP Schedule on a bi-monthly basis (every other week) until the engineer accepts the Baseline CPM Progress Schedule. With each update, include actual start dates, completion percentages, and remaining durations for activities started but not completed. Include actual finish dates for completed activities.

108.4.6.2 Baseline CPM Progress Schedule

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

1. Develop the Baseline CPM schedule. The Baseline CPM is the contractor's committed plan to complete the Work within the time frames required to achieve the contract completion date and intermediate milestone dates. The department will use the schedule to monitor the progress of the work. Include the following:
 - 1.1 Provide a detailed plan of activities to be performed during the entire contract duration, including all administrative and construction activities required to complete the work as described in the contract documents. Provide construction activities with durations not greater than 28 calendar days (20 business days), unless the engineer accepts requested exceptions.
 - 1.2 Provide activities as necessary to depict administrative work, including submittals, reviews, material procurements, inspections, and all else necessary to complete the work as described in the contract documents. Activities other than construction activities may have durations greater than 28 calendar days (20 business days).
 - 1.3 Provide activities as necessary to depict third-party work related to the contract. Third-party work activities may include but is not limited to Railroads, Utilities, Real Estate and local government agencies.
 - 1.4 Make allowance for specified work restrictions, non-working days, time constraints, calendars, and potential or approved weather delays; reflect involvement and reviews by the department; and coordination efforts with adjacent contractors, utility owners, and other third parties.
 - 1.5 With the exception of the Project Start Milestone and Project Completion Milestone, all activities must have predecessors and successors. Predecessors and successors shall not be linked to the same activity with different relationship types. The start of an activity shall have a Start-to-Start or Finish-to-Start relationship with preceding activities. The completion of an activity shall have a Finish-to-Start or Finish-to-Finish relationship with succeeding activities. Do not use Start-to-Finish relationships. Do not use Finish-to-Start relationships with a lag or overlap unless the engineer accepts requested exceptions. Include and discuss request for exceptions in the schedule narrative provided with each schedule submittal.

- 1.6 Schedule activities shall include the following:
 - a. A clear and legible description. The use of abbreviations shall be limited. Descriptions shall include an action verb describing the work performed, a basic description of the materials used, and, where applicable, a general location of the work.
 - b. Codes for Contract ID / WisDOT Project ID, Responsibility, Stage, and Area. The department may provide additional codes for use within department reporting.
 - c. Activities shall carry a single Responsibility assignment.
- 1.7 Schedule all intermediate milestones in the proper sequence and input as either a “Start on or After” or “Finish on or Before” date. Do not use other constraint types, within the software, without prior approval by the engineer. Do not apply date constraints on any work tasks without prior approval by the engineer. Provide predecessors and successors for each intermediate milestone as necessary to model each Stage of the Work. Unless the engineer accepts a requested exception, the schedule shall encompass all the time in the contract period between the starting date and the specified completion date.
- 1.8 Develop and submit an anticipated cash-flow curve for the project within the P6 application, based on the Baseline CPM schedule by assigning cost values to selective work tasks within the CPM schedule that total the value of the contract.
- 1.9 Provide budgeted quantities consistent with the bid quantities on selective construction tasks within the CPM schedule. The engineer will provide a summarized list of 30 generalized quantity items that will be identified and applied by the contractor using the P6 software application.
2. Provide an electronic PDF of the CPM schedule depicting the CPM network. Organize the logic diagram by grouping related activities, based on the activity codes in the CPM.
3. Provide a written narrative with the Baseline CPM explaining the planned sequence of work, as-planned critical path, critical activities for achieving intermediate milestone dates, traffic phasing, and planned labor and equipment resources. Use the narrative to further explain:
 - 3.1 The basis for activity durations in terms of production rates for each major type of work (number of shifts per day and number of hours per shift), and equipment usage and limitations.
 - 3.2 Use of constraints.
 - 3.3 Use of calendars.

3.4 Estimated number of adverse weather days on a monthly-basis.

3.5 Scheduling of permit and environmental constraints, and coordination of the schedule with other contractors, utilities, and public entities.

4. Submit the Baseline CPM schedule including the P6 native data file (XER) and an electronic file (PDF). Submit the P6 native data file (XER) and an electronic file (PDF) to the following dot email boxes; DOTDTSWMEGASCHEDULERS@dot.wi.gov and I39project@dot.wi.gov.

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

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

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

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

108.4.6.3 Monthly CPM Schedule Updates

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

1. Actual start dates, completion percentages, and remaining durations for activities started but not completed, and actual finish dates for completed activities, through the final acceptance of the project.
2. Additional activities as necessary to depict additions to the contract by changes and logic revisions as necessary to reflect changes in the contractor's plan for prosecuting the work.
3. Include a narrative report that includes a brief description of monthly progress, changes to the critical path from the previous update, sources of potential delay, work planned for the next 30 calendar days, and all changes to the CPM Schedule. Changes to the CPM Schedule include the addition or deletion of activities, changes to activity descriptions, original durations, relationships, overlap (lag/lead),

constraints, calendars, or previously recorded actual dates. Justify changes to the CPM Schedule in the narrative by describing associated changes in the planned methods or manner of performing the work or changes in the work itself.

4. Submit each CPM Schedule update; including the P6 native data file (XER) and an electronic file (PDF) on three separate CD-ROM's. Submit the P6 native data file (XER), the electronic file (PDF), responses to the DOT review comments, and the progress schedule update narrative to the following dot email boxes; DOTDTSWMEGASCHEDULERS@dot.wi.gov and I39project@dot.wi.gov.
5. Within ten business days of receiving each CPM Schedule update, the engineer will provide formal review comments and schedule a meeting, if necessary, to address comments raised in the department's review. Address the department's comments and resubmit a revised CPM Schedule update within five business days after the department's request.

108.4.6.4 Three-Week Look-Ahead Schedules

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

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

108.4.6.5 Weekly Production Data

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

1. Provide data on the following items by the units specified:
 - 1.1 Underground Facilities – LF per week
 - 1.2 Retaining Walls – SF per week
 - MSE Walls
 - Other Wall Types

1.3 Bridge Construction

- Foundation Pile – EACH per week
- Foundation/Substructure Concrete – CY per week
- Structural Steel Girders – EACH per week
- Prestressed Concrete Girders – EACH per week
- Deck Formwork – SF per week

1.4 Roadway Excavation – CY per week

1.5 Roadway Embankment – CY per week

1.6 Roadway Structural Section

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

1.7 Finishing Items – SY per week

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

2. For each item, indicate the actual daily production for the past week and the anticipated weekly production for the next week. Also include cumulative production curves showing the production information for each item to date.

3. Submit the data in an electronic spreadsheet format at the same time the Three-Week Look-Ahead is submitted. On a weekly basis, the department and the contractor shall agree on the production data or document any disagreements.

108.4.7 Progress Review Meetings

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

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

108.4.8 CPM Progress Schedule Revisions

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

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

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

108.4.9 Documentation Required for Time Extension Requests

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

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

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

108.4.10 Measurement for CPM Progress Schedule

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

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

108.4.11 Payment for CPM Progress Schedule

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.002	Baseline CPM Progress Schedule	EACH
SPV.0060.003	CPM Progress Schedule Updates and Accepted Revisions	EACH

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

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

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

If the Initial Work Plan Schedule, Baseline CPM Progress Schedule, Revised CPM Progress Schedule, and the Monthly Progress Schedule update submittals are not received by the department within 10 business days after the submittal time specified, and, within 10 days of the submittal date, the engineer finds the schedule submittal unacceptable, the department will only make progress payments for the value of materials, as specified in standard spec 109.6.3.2.1, until the schedule is submitted and found acceptable.
(10/25/2017)

49. Access Gate 6-Foot, Item SPV.0060.005.

A Description

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

B Materials

Furnish a round steel pipe tubing gate that has a minimum of 6 horizontal rails. Overall dimensions shall be a minimum of 48-inches tall and a minimum of 66-inches wide. Dimensions between horizontal rails, overall vertical height, and overall horizontal width can vary slightly from the plan detail if approved by the engineer.

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

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

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

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.005	Access Gate 6-Foot	EACH

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

(8/12/2014)

50. Test Pits, Item SPV.0060.006.

A Description

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

B Materials

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

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

C Construction

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

The location of test pits shall be determined by the engineer and geotechnical engineer. Contact the engineer at least 4 weeks prior to earthwork operations. Test pits shall be excavated at least two weeks prior to roadway excavation operations. Different timelines, to meet particular project's needs, may be required by the engineer and geotechnical engineer.

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

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

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

D Measurement

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

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.006	Test Pits	EACH

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

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

(5/22/2017)

51. Infiltration Test Pits, Item SPV.0060.007.

A Description

This special provision describes excavating infiltration test pits and backfilling as directed by the engineer and as hereinafter provided. Infiltration test pits are for the purpose of locating granular/infiltrating soil layers below existing ground.

B Materials

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

Provide materials conforming to standard spec 208.2 and special provision article Select Borrow, Item 208.1100.

C Construction

Contact Digger’s Hotline for identification of underground utility facilities prior to excavation.

The engineer and geotechnical engineer (Hassen A. Hassen, hassen.hassen@dot.wi.gov) must be present during excavation.

Perform all excavation and stockpiling within the existing right-of-way and under dry weather conditions. Excavate test pits during daytime hours only and with the engineer present during excavation. The engineer may adjust the location of infiltration test pits to fit field conditions. Contact the engineer at least 2 weeks prior to excavation operations.

Excavate the existing ground using a small backhoe or other equipment capable of minimizing disturbance to the surrounding area. Excavate the soil in 1 foot increments and allow the engineer to examine each increment of excavated material. If granular/infiltrating soil layers are not encountered within 9 feet of the original ground surface, cease excavation and backfill the test pit with excavated material. The engineer will report the elevations where granular/infiltrating soil layers were encountered to the IH 39/90 Corridor

Management Team geotechnical engineer and Central Segment WisDOT Design Project Manager within 45 calendar days of the project start date.

The infiltration test pit at Station 1293+40'TWNB', 170' LT is located near underground telephone lines owned by CenturyLink. Excavate the infiltration test pit without disturbing this underground facility or any other utilities. Corridor Management Team utility staff obtained elevations of the telephone line in the vicinity of the infiltration test pit, and they vary between 860.2 and 861.6.

If water is present during or after excavation of the infiltration test pits, backfill with Select Borrow after excavation is complete. If water is not present, backfill the test pit with roadway embankment or a material approved by the engineer.

Backfill the infiltration test pits immediately following excavation operations.

D Measurement

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

The department will measure Select Borrow as specified in special provision article Select Borrow, Item 208.1100.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.007	Infiltration Test Pits	EACH

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

If Select Borrow is required for backfilling, the department will pay for Select Borrow under the Select Borrow, Item 208.1100. The department will pay for erosion control and traffic control, if required, under the erosion control and traffic control bid items.

52. Removing Billboard Sign and Sign Structure, Item SPV.0060.008.

A Description

This special provision describes removing existing billboards and supports according to the applicable sections of standard spec 638 and as hereinafter provided.

B (Vacant)

C Construction

Remove the complete billboard unit including signs, supports, footings, ladders, walkways, electrical systems and all appurtenances from the locations designated on the plans. Excavate to remove the footings 2 feet below the existing ground surface and provide

adequate backfill and compaction of the removal area to eliminate settling. Restore the surface around the location to the same condition as surrounding area and as directed by the engineer. Billboards with multiple supports and signs at the same location, but not necessarily connected, will be considered one complete unit.

The contractor shall coordinate with electric utility owner for disconnection of the power service prior to removal of the billboard and billboard supports, if applicable. The power supply shall be removed to a location that allows safe termination and burying.

D Measurement

The department will measure Removing Billboard Sign and Sign Structure as each individual complete billboard unit removed, 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.0060.008	Removing Billboard Sign and Sign Structure	EACH

Payment is full compensation for removing the signs, supports, footings, ladders, walkways, electrical systems and all appurtenances associated with the billboard; for removal from the project site; for backfilling any necessary areas; and coordination with utilities and following utility and OSHA removal requirements. Removed items are property of the contractor.

53. Repair State Owned Energy Absorbing Terminal (EAT), Item SPV.0060.200. Repair State Owned Guardrail, Item SPV.0090.203.

A Description

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

B (Vacant)

C Construction

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.200	Repair State Owned Energy Absorbing Terminal (EAT)	EEACH
SPV.0090.203	Repair State Owned Guardrail	LF

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

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

(10/24/2017)

54. Crash Cushion Low Maintenance Delivered, Item SPV.0060.201.

A Description

This special provision describes providing a new low maintenance crash cushion according to standard spec 614, as directed by the engineer, and as hereinafter provided.

B Materials

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

Provide Model SCI 100GM Crash Attenuator from Smart Cushion Innovations (SCI) Products for low maintenance crash cushions that are delivered under this item.

Ownership identification shall be clearly marked on the crash cushion and include the department (“DOT”).

C Construction

Deliver low maintenance crash cushion(s) to Rock County’s Newville facility by May 15, 2018. Contact Neil Pierce of the Rock County highway department at (608) 295-2614 a minimum of three days in advance of the anticipated delivery to coordinate the delivery of the crash cushion(s).

D Measurement

The department will measure Crash Cushion Low Maintenance Delivered as each individual unit, acceptably delivered.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.201	Crash Cushion Low Maintenance Delivered	EACH

Payment is full compensation for providing and delivering new low maintenance crash cushion(s) as described in this article.

(10/11/2017)

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

A Description

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

B Materials

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

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

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

C Construction

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

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

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

D Measurement

The department will measure Install Department Furnished Crash Cushion Low Maintenance, as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.202	Install Department Furnished Crash Cushion Low Maintenance	EACH

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

(10/11/2017)

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

A Description

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

B (Vacant)

C Construction

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

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

D Measurement

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

E Payment

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

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

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

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

57. Emergency Response to Traffic Incident Involving Concrete Barrier Temporary Precast, Item SPV.0060.204.

A Description

This special provision describes providing prompt response to an emergency repair request for damaged and/or dislodged temporary concrete barrier located on IH 39 or an IH 39 ramp that is damaged or displaced due to a vehicular collision during the time this contract is in effect.

B (Vacant)

C Construction

The contractor shall provide staff, equipment, and materials to the incident site within 45 minutes of receiving a repair request from the responding agency. The contractor shall consult with the department's representative on potential repair or replacement options to restore the temporary concrete barrier to proper working condition. Staff and equipment deployed shall be capable of completing the needed repairs as quickly as possible once repair work is started. Repair work shall be completed off the traveled way to the maximum extent allowable. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within 24 hours of the repair completion.

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

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

For contractor owned temporary barrier, repair work shall be completed according to standard spec 603 and 643, and as directed by the engineer.

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

D Measurement

The department will measure Emergency Response to Traffic Incident Involving Concrete Barrier Temporary Precast as each individual response, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.204	Emergency Response to Traffic Incident Involving Concrete Barrier Temporary Precast	EACH

Payment is full compensation for providing prompt response to an emergency repair request for damaged and/or dislodged temporary concrete barrier located within the project limits.

The cost of providing the appropriate level of on-call staff, equipment, and materials for 24/7 incident response shall be included in the Mobilization bid item for this project.

The department will pay for any additional traffic control measures, if required, under the respective traffic control bid items in the contract.
(11/29/2017)

58. Emergency Response to Traffic Incident Involving Crash Cushion, Item SPV.0060.205.

A Description

This special provision describes providing prompt response to an emergency repair request involving a damaged crash cushion device on IH 39 or an IH 39 ramp that is displaced or damaged due to a vehicular collision during the time this contract is in effect.

B (Vacant)

C Construction

The contractor shall provide appropriate staff to the incident site within 45 minutes of receiving a repair request from the responding agency. Staff deployed shall be capable of immediately assessing the severity of the damage to the device and consult with the department’s representative on potential repair or replacement options and the projected timeline to restore the roadside device to its proper working condition. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within 24 hours of the repair completion.

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

contact information for the department's representative will be supplied to the contractor at the pre-construction meeting.

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

For contractor owned devices, repair work shall be completed according to standard spec 614, and as directed by the engineer. Once repair work has been started, work shall continue until completion. Repair work shall be completed off the traveled way to the maximum extent allowable.

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

D Measurement

The department will measure Emergency Response to Traffic Incident Involving Crash Cushion as each individual response acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.205	Emergency Response to Traffic Incident Involving Crash Cushion	EACH

Payment is full compensation for providing a prompt staff response to an emergency repair request for a damaged crash cushion device located within the project limits.

The cost of providing the appropriate level of on-call staff for 24/7 incident response shall be included in the Mobilization bid item for this project.

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

(11/29/2017)

59. Emergency Response to Traffic Incident Involving Guard Rail or EAT, Item SPV.0060.206.

A Description

This special provision describes providing prompt response to an emergency repair request involving a damaged guard rail or an Energy Absorbing Terminal (EAT) device on IH 39 or an IH 39 ramp that is damaged due to a vehicular collision during the time this contract is in effect.

B (Vacant)

C Construction

The contractor shall provide appropriate staff to the incident site within 45 minutes of receiving a repair request from the responding agency. Staff deployed shall be capable of immediately assessing the severity of the damage to the device and consult with the department's representative on potential repair or replacement options and the projected timeline to restore the roadside device to its proper working condition. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within 24 hours of the repair completion.

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

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

For contractor owned devices, repair work shall be completed according to standard spec 614, and as directed by the engineer. For state-owned devices, repair work is covered under articles Repair State Owned Guard Rail and Repair State Owned Energy Absorbing Terminal (EAT) of these special provisions. In either case, once repair work has been started, work shall continue until completion. Repair work shall be completed off the traveled way to the maximum extent allowable.

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

D Measurement

The department will measure Emergency Response to Traffic Incident Involving Guard Rail or EAT as each individual response, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.206	Emergency Response to Traffic Incident Involving Guard Rail or EAT	EACH

Payment is full compensation for providing a prompt staff response to an emergency repair request for a damaged guard rail or an EAT located within the project limits.

The cost of providing the appropriate level of on-call staff for 24/7 incident response shall be included in the Mobilization bid item for this project.

The department will pay for any additional traffic control measures, if required, under the respective traffic control bid items in the contract.
(11/29/2017)

60. Poles Wood 65-FT, Item SPV.0060.401.

A Description

This special provision describes furnishing and installing a 65-foot wood pole.

B Materials

Furnish a Class II wood pole conforming to the American Standard Specifications and Dimensions for Wood Poles (ANSI 2051), unless otherwise specified by the engineer.

Treat the wood pole according to the requirements and recommendations of AWPA Standard C1 and the applicable AWPA Commodity Standards. Do not use Creosote for treatment.

C Construction

Install the wood pole with 13 feet of the pole length below ground or deeper as required by soil conditions.

Install all hardware according to the plans. Furnish and install ground rods, wiring, and other components per National Electric Code. Furnish and install all riser conduit and mounting hardware according to the plans.

D Measurement

The department will measure Poles Wood 65-FT as each individual 65-foot wood pole, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.401	Poles Wood 65-FT	EACH

Payment is full compensation furnishing and installing the wood pole, furnishing and installing all necessary hardware, and making all necessary connections.

61. Install Wireless Mesh Radio Assembly, Item SPV.0060.402.

A Description

This special provision describes installing a wireless mesh radio assembly salvaged from the project.

B Materials

The wireless mesh radio assembly will be salvaged from the project.

Provide all necessary cables and connectors between the wireless mesh radio assembly and other devices.

C Construction

Install the wireless mesh radio assembly as shown in the plan. Configure and integrate the wireless mesh radio assembly to function as intended.

D Measurement

The department will measure Install Wireless Mesh Radio Assembly as each individual wireless mesh radio assembly, 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.0060.402	Install Wireless Mesh Radio Assembly	EACH

Payment is full compensation for installing a wireless mesh radio assembly; furnishing all necessary incidental hardware; and making all necessary connections.

62. Remove Poles Wood, Item SPV.0060.403.

A Description

This special provision describes removing an existing wood pole and all attached equipment (that is not being salvaged or relocated by the project).

B Materials

Provide all tools and equipment necessary to remove the existing wood pole and all attached equipment (that is not being salvaged or relocated by the project).

C Construction

Carefully remove the existing wood pole and all attached equipment (that is not being salvaged or relocated by the project) at the location indicated on the plans.

Dispose of removed materials off of department right-of-way.

D Measurement

The department will measure Remove Poles Wood as each individual wood pole, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.403	Remove Poles Wood	EACH

Payment is full compensation for removing and disposal of the wood pole and all attached equipment (that is not being salvaged or relocated by the project).

63. Salvage Terminal High-Tension Cable TL-3, Safence, Item SPV.0060.650; Salvage High-Tension Cable TL-3, Socketed, Safence, Item SPV.0090.651.

A Description

This special provision describes salvaging terminals for high-tension cable guard TL-3,Safence, and salvaging high-tension cable guard TL-3, socketed, Safence according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C (Construction)

Remove the cable guard and terminals in a manner that prevents damage to all salvageable materials. Salvageable materials are those materials above grade and not embedded in concrete. Replace materials damaged during salvaging at the cost of the contractor. Separate salvaged components, package, and label. All salvageable materials to become property of Rock County. At least 3 days prior to delivery, contact Neil Pierce at (608) 295-2614 to coordinate delivery of materials to the Rock County Highway Department, located at 3715 Newville Road, Janesville, WI 53545.

All components, including footings that are not salvageable are to be removed entirely to a depth of at least 2 feet below subgrade. Dispose of all materials not designated for salvage as specified for disposing of materials under standard spec 203.3.4. Removal and disposal of these components is incidental to the work.

D Measurement

The department will measure Salvage Terminal High-Tension Cable TL- 3, Safence as each individual unit, acceptably completed.

The department will measure Salvage High-Tension Cable TL- 3, Socketed, Safence by the linear foot, acceptably completed, measured as the length from end of terminal to end of terminal and rounded to the nearest linear foot.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.650	Salvage Terminal High-Tension Cable TL-3, Safence	EACH
SPV.0090.651	Salvage-Tension Cable TL-3, Socketed, Safence	LF

Payment is full compensation for removing, disassembling, handling, storing, transporting and delivering the materials; disposing and replacing contractor-damaged materials.

64. Utility Line Opening, Item SPV.0060.653.

A Description

This special provision describes excavating to uncover utilities for the purpose of determining elevation and potential conflicts as shown in the plans or as directed by the engineer.

B (Vacant)

C Construction

Perform the excavation using hydro-vac excavation and in such a manner that the utility in question is not damaged and the safety of the workers is not compromised.

Perform the utility line openings as soon as possible and at least 10 days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening is called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. Utility line openings include a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

Approve and coordinate all utility line openings with the engineer. Notify the utility engineers or their agents of this work a minimum of 3 days prior to the work so they may be present when the work is completed.

D Measurement

The department will measure Utility Line Opening by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.653	Utility Line Opening	EACH

Payment is full compensation for the excavation required to expose the utility line; backfilling with existing material removed from the excavation; compacting the backfill material; restoring the site; and for cleanup.

Existing pavement, concrete curb, gutter, and sidewalk removals necessary to facilitate utility line openings shall not be considered part of our paid for under Utility Line Openings, but shall be considered separate and measured and paid for separately as removal items. Temporary pavement, concrete curb, gutter, and sidewalk items shall also be considered separate from Utility Line Openings and will be measured and paid for separately.

65. Compost Tube, Item SPV.0090.001.

A Description

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

B Materials

Provide compost that:

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

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

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

The compost producer must be a participant in the United States Composting Council's Seal of Testing Assurance program.

Provide quality control documentation that includes the following:

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

Compost must comply with the following:

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

PROPERTY	TEST METHOD	REQUIREMENT
	%>4mm fraction, dry mass (weight) basis	
Pathogens	Shall meet Class A requirements for pathogens as specified in NR 204.07(6)(a)	Pass
Chemical Contaminants	Shall meet pollutant concentrations as specified in NR 204.07(5)(c)	Pass
Carbon to Nitrogen Ratio	C:N	10:1 – 20:1

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

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

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

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

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

C Construction

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

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

C.1 Maintenance

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.001	Compost Tube	LF

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

(9/6/2016)

66. Sawing Concrete Partial Depth, Item SPV.0090.002.

A Description

This special provision describes partial depth sawing of existing concrete pavement in accordance to standard spec 690, the plans, and as hereinafter provided.

B (Vacant)

C Construction

Conform to standard spec 690.3 for the item Sawing Concrete except for the following:

Saw to the depth shown on the plan or as the engineer directs.

D Measurement

Conform to standard spec 690.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.002	Sawing Concrete Partial Depth	LF

Payment is full compensation for furnishing all sawing and sludge removal.

67. Pipe Boring & Jacking 54-Inch, Item SPV.0090.100.

A Description

This special provision describes boring and jacking Culvert Pipe Reinforced Concrete Class V 54-Inch shown on the plans and details as hereinafter provided. The pipes will be jacked in place beneath IH 39 as shown on the plans unless otherwise directed by the engineer.

B Materials

Culvert Pipe Reinforced Concrete Class V 54-Inch shall meet the requirements of standard spec 522 and 608.

Furnish a casing pipe conforming to ASTM A-53-B with minimum yield strength of 35,000 psi. Casing pipe to be placed by jacking methods shall be of sufficient thickness and axial strength to withstand the forces encountered during the jacking process. The casing pipe shall be sized to accommodate the largest outside diameter of the carrier pipe (including pipe bells) and allow for deflection of the casing pipe and installation of wood blocking or factory-fabricated spacers. Casing pipe shall have a minimum wall thickness for E-80 loading. The casing pipe field and shop welds shall conform with the American Welding Society (AWS) standard specifications. Field welds shall be complete penetration, single-bevel groove type joints. Welds shall be airtight and continuous for the entire circumference of the pipe and shall not increase the outside pipe diameter by more than 3/4-inch, nor shall there be intrusion of the weld metal into the bore of the casing.

Furnish grout between the casing pipe and existing ground containing cement according to ASTM C150, Type I or Type II; water according to standard spec 501; and sand according to ASTM C404, Size No. 1. The grout shall fill the voids between the casing pipe and the existing ground and have a minimum compressive strength of 100 psi, attained within 24 hours and sufficiently fluid to inject through lining and fill voids, with prompt setting to control grout flow.

Furnish grout for the annular space between the casing pipe and the carrier pipe consisting of three parts sand according to ASTM C144 to one part cement according to ASTM C150.

C Construction

Provide plans and calculations for boring and jacking culvert pipe and storm sewer to the engineer for approval prior to construction of the culvert pipe. Do not work on the culvert pipe or storm sewer until the engineer has approved the plans and calculations.

Pipe shall be bored and jacked in place without disturbing IH 39 above the pipe, or disrupting traffic on IH 39.

Pipe boring and jacking operations shall begin within two days after excavating the bore and/or receiving pits.

Any pits that result in a drop-off greater than two feet and steeper than 3 horizontal to 1 vertical shall be separated from live traffic lanes by Concrete Barrier Temporary Precast as shown on the plans and directed by the engineer unless the drop-off is located more than 34 feet from the nearest edge of a live traffic lane.

All construction methods including ordering pipe, excavating the bore and receiving pits, setting the horizontal boring machine, boring and jacking of pipe, and removal of the boring machine shall be done according to the boring machine and reinforced concrete pipe manufacturers' recommendations.

Complete all excavating necessary to construct shafts according to the grades shown on the plans. Casing pipe may be installed by boring hole with earth auger and simultaneously jacking pipe-in-place. Casing pipe sections shall have field welded joints. Bore and jack Culvert Pipe Reinforced Concrete Class V 54-Inch in place beneath the roadway and railroad at the location, elevation, and grade shown on the plans. Bore and jack pipe in place without disturbing the roadway or railroad above the pipe. Do not carry the excavation ahead of the pipe so far as to cause caving. If material above or adjoining boring hole is caving or being removed, stop work and modify installation method. Two rails or sills shall be set or secured on a rigid base on the bottom of the jack pit to keep the pipe at the established grade. Design bracing, backstops, and use jacks of sufficient rating for continuous jacking without stoppage, except for adding pipe sections and as conditions permit, to minimize tendency of ground material to "freeze" around casing pipe. If jacking the pipe directly, fit the leading edge with a cutter or shoe to protect the pipe. Protect the pipe ends and joints from crushing due to jacking pressures. The first and last two pipe sections shall have joint ties installed prior to jacking. Joint ties shall conform to the standard specifications. After the pipe is in final position, joints shall be pointed with cement mortar meeting the requirements of standard spec 519.2.3 and standard spec 607. Pointing is not required when rubber type gasket joints are used.

Insert single carrier pipe into casing pipe using either wood blocking or factory fabricated spacers. Provide blocks or spacers at each pipe joint and at the center of each pipe. Spacing shall not exceed 6 feet. Design wood blocking to prevent uplifting of carrier pipe by hydrostatic forces and attach pipe using stainless steel bands minimum 1-inch wide. The blocks or spacers shall allow for grade adjustments, prevent floating or buckling of the carrier pipe and provide a low friction coefficient so that the carrier pipe can be slid into place without splitting bells.

The contractor assumes all risk as to nature and peculiarities of materials to be excavated, and is, at contractor's own expense, responsible for all pumping, sheathing, bracing, and other work necessary and required to construct, protect, and complete the work.

In soft unstable soil, use an auger of slightly smaller diameter than the inside diameter of the pipe so as not to create a void between the pipe and the soil.

Take care to ensure that the developed thrust pressures do not disturb existing utilities in or around the bore pit area.

Dispose of all excess soil material.

Backfilling of the pits shall take place within two days after pipe jacking has been completed and shall meet the requirements of standard spec 608.3.5.

No boring will be permitted without the concurrent jacking of the concrete pipe through the soil.

Fill voids between the excavation and the pipe using filler materials and placing methods as approved by the engineer.

Restore areas disturbed by boring and jacking process to original condition after jacking is completed by grading, shaping, seeding, and mulching.

D Measurement

The department will measure Pipe Boring & Jacking 54-Inch by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.100	Pipe Boring & Jacking 54-Inch	LF

Payment is full compensation for boring and jacking the steel casing pipe, jacking equipment, casing, excavation, sheeting, shoring, bracing, drainage, dewatering, concrete, grouting, safety devices, backfilling, disposing of excess materials; and for obtaining any easements for installing long sections of pipe. The items of Culvert Pipe Reinforced Concrete Class V 54-inch and Concrete Barrier Temporary Precast will be measured and paid as a separate unit of work to complete the contract.

68. Concrete Barrier Temporary Precast Left In Place, Item SPV.0090.200.

A Description

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

Concrete Barrier Temporary Precast Left In Place becomes the property of the department after final acceptance by the engineer.

Concrete Barrier Temporary Precast Left In Place shall have been manufactured within six months of its proposed placement at its left-in-place location on the project. Ownership identification shall include the department (DOT).

B (Vacant)

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.200	Concrete Barrier Temporary Precast Left In Place	LF

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

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

(3/11/2016)

69. Traffic Control Gawk Screen Furnished, Item SPV.0090.201; Traffic Control Gawk Screen Installed, Item SPV.0090.202.

A Description

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

B Materials

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

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

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

Requirements:

- 24 inches in height.
- the same length as the concrete barrier on which it will be mounted, without splicing, except account for longitudinal overhang between the concrete barrier as shown in the plans.
- mounted with two poles, at the spacing shown in the plan, attached to the mounting plate with the mounting plate drilled into the top of the concrete barrier.

- secured with a chain and pin, or other approved method, to the mounting pole.
- capable of being securely connected to the adjacent screen section using polyethylene brackets, or similar approved fasteners, made of non-metallic materials.
- capable of expanding without buckling.
- capable of contracting without creating gaps in the screening and while remaining securely fastened to the adjacent screen.
- gray in color and opaque.
- has finished faces on both sides of the screen.
- capable of remaining in place from traffic gusts, wind gusts, and other outdoor elements that may move or displace the screen.

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

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

C Construction

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

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

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

D Measurement

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

The department will measure Traffic Control Gawk Screen Installed by the linear foot, acceptably completed, measured along the base of the screen after installation for each contract-identified or engineer-directed initial installation. The department will also measure subsequent contract-identified or engineer-directed reinstallations. The department will not measure installations made solely to accommodate the contractor's means and methods.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.201	Traffic Control Gawk Screen Furnished	LF
SPV.0090.202	Traffic Control Gawk Screen Installed	LF

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

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

(5/31/2016)

70. Sawing Pavement Deck Preparation Areas, Item SPV.0090.700.

A Description

This special provision describes sawing the boundaries of the existing concrete on the bridge deck that has been sounded and marked for deck preparation. These boundaries shall be at least 2-inches and not greater than 6-inches outside of the unsound or disintegrated areas of concrete, as directed or marked by the engineer in the field.

B (Vacant)

C Construction

Make the saw cuts, a minimum of 1-inch in depth, at the locations marked.

Use a diamond blade for sawing that will allow the concrete to be sawed dry. Upon completion of the daily sawing, remove the dust deposits from the deck.

D Measurement

The department will measure Sawing Pavement Deck Preparation Areas by the linear foot, acceptably completed.

The department will not measure for payment over-cuts, cuts made beyond the limits marked in the field.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.700	Sawing Pavement Deck Preparation Areas	LF

Payment is full compensation for making all saw cuts; and for debris disposal.

71. Survey Project 1005-10-81 with Optional AMG for Concrete Pavement and Base Course, Item SPV.0105.007.

A Description

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

Add the following to standard spec 105.6.1:

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

Replace standard spec 105.6.2 with the following:

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

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

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

Delete standard spec 650.1.

B (Vacant)

C Construction

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

Replace standard spec 650.3.8 with the following:

650.3.8 Concrete Pavement

650.3.8.1 General

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

to revert to conventional staking methods for all or part of the work at any point during construction if, in the engineer's opinion, AMG is producing unacceptable results.

650.3.8.2 Conventional Concrete Pavement Staking

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

650.3.8.3 Automated Machine Guidance for Concrete Pavement

650.3.8.3.1 General

- (1) No base or paving stakes or stringlines are required for AMG work.
- (2) Coordinate with the engineer throughout the course of construction to ensure that work performed using AMG conforms to the contract tolerances and that the methods employed conform to the contractor's AMG work plan and accepted industry standards. Address AMG issues at weekly progress meetings.
- (3) Provide the department field staff up to 8 hours of formal training on contractor's AMG systems.

650.3.8.3.2 AMG Work Plan

- (1) Submit a comprehensive written AMG work plan for department review at least five business days before beginning AMG work. The engineer will review the plan to determine if it conforms to the requirements of this special provision.
- (2) Construct the base and concrete pavement as the contractor's AMG work plan provides. Update the plan as necessary during construction.
- (3) The AMG work plan should discuss how AMG technology will be integrated into other technologies employed on the project. Include, but do not limit the contents to, the following:
 1. Designate which portions of the contract will be done using AMG and which portions will be done using conventional staking.
 2. Describe the manufacturer, model, and software version of the AMG equipment including the angular accuracy and the measurement frequency of the guidance system.
 3. Provide information on the qualifications of contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for AMG technology issues. This person shall be on site during all AMG concrete placement.

4. Describe how project control is to be established. Include a list and map or kml file showing 3D control points enveloping the site. Incorporate department-provided primary control and contractor-provided secondary control into a single site control network. At a minimum provide sufficient 3D control to utilize not less than three control points in each total station setup, be it within a resection or as a setup point, backsight, and third point for an independent check. Use engineer-approved survey markers and/or targets. Ensure that secondary control points are accurate to within 0.02 feet horizontally and to within 0.01 feet vertically.
5. Describe total station setup procedures including methods used to set and relocate total stations for each day's paving. Record or note the residual error in any resection calculation. Take and record check shots on 3D control points at varying distances from the instrument that represent the varying distances used in guiding the paving machine. Submit notes or digital reports of setup data and control-point checks daily.
6. Describe the contractor's quality control procedures. Describe procedures for checking, mechanical calibration, and maintenance of equipment. Include the frequency and type of checks performed to ensure that the trimmed base and concrete pavement conform to the contract plans.

650.3.8.3.3 Equipment

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

650.3.8.3.4 Geometric and Surface Information

650.3.8.3.4.1 Department Responsibilities

- (1) The department will provide electronic design data in the contractor data packet. See the Contractor Data Packet contract special provision for a list of design data content.

650.3.8.3.4.2 Contractor Responsibilities

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

design model data and matching as-built surface data from above item (1) to develop a contractor construction model.

- (3) Provide the resulting construction model data proposed for the paving operation to the department in LandXML v1.2 or AutoCAD DWG.

650.3.8.3.4.3 Managing and Updating Information

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

650.3.8.3.5 Construction Checks

650.3.8.3.5.1 Final Base Checks

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

650.3.8.3.5.2 Final Pavement Checks

- (1) Check the finished concrete immediately after placement against the accepted plan elevation at randomly selected points on cross sections. Conduct at least one random check per 250 lane-feet corresponding to the basic units used to assess pavement thickness under standard spec 415.3.16. Also, check the pavement at drainage structures, bridges, driveways, intersections, ramp termini, and additional points as the engineer directs. Notify the engineer before making final checks so the engineer can observe the process.

- (2) Notify the engineer and suspend paving operations immediately if the final pavement surface does not match the final adjusted plan elevation within 0.02 foot vertically.
- (3) The department may conduct periodic independent pavement elevation checks. The department will notify the contractor if any individual check differs by more than 0.05 foot horizontally or 0.02 foot vertically from the final adjusted plan elevation.

D Measurement

The department will measure Survey Project 1005-10-81 with Optional AMG for Concrete Pavement and Base Course as a single lump sum unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.007	Survey Project 1005-10-81 with Optional AMG for Concrete Pavement and Base Course	LS

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

(10/31/2017)

72. Salvage ITS Equipment, Item SPV.0105.401.

A Description

This special provision describes salvaging existing ITS equipment as indicated on the plans.

B Materials

Provide all tools and equipment necessary to salvage the existing ITS equipment.

C Construction

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

Carefully salvage the existing ITS equipment at the location indicated on the plans. Salvage all mounting hardware and cables/wires associated with the ITS equipment.

Reinstallation of the ITS equipment, as indicated on the plans or as directed by the engineer, including any new materials required (cables or mounting hardware for example) will be paid for under other bid items.

Reinstall and make operational the ITS equipment within five days of salvaging.

Storage of salvaged materials prior to reinstallation is the responsibility of the contractor and is incidental to this item.

Any salvaged materials which are damaged during salvaging, transport, or the reinstallation process will be repaired or replaced at the expense of the contractor.

D Measurement

The department will measure Salvage ITS Equipment, completed according to the contract and accepted, as a single complete unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.401	Salvage ITS Equipment	LS

Payment is full compensation for salvaging and reinstalling the ITS equipment.

73. Temporary Shoring Railroad, Item SPV.0165.700.

A Description

This special provision describes furnishing and installing temporary shoring at locations alongside railroad tracks as shown in the plan and according to the shoring design requirements.

B Materials

B.1 Shoring Design

Provide an effective shoring system capable of withstanding Coopers E-80 live load surcharge, and which is in compliance with OSHA and Federal Railroad Administration (FRA) requirements. For reference, use “Guidelines For Temporary Shoring” published by Union Pacific Railroad and The Burlington Northern and Santa Fe Railway (BNSF). A copy of these guidelines may be obtained from the department at the Bureau of Railroads & Harbors, 4802 Sheboygan Avenue, Madison, Room 701. Where conflicts exist, the standard specifications, special provisions and plans shall supersede these guidelines.

Refer to standard spec 107.17(5) and (6) regarding the development and submittal of shop drawings, detailed plans, and computations for temporary construction near the Wisconsin and Southern Railroad Company’s (WSOR) tracks. Include in the submitted drawings and plans the proposed method of installation and removal of the shoring not included in the contract plans. In all calculations, take into consideration railroad surcharge loading and design the shoring to meet Coopers E-80 live loading.

C Construction

The WSOR will coordinate train operations with the contractor to the extent possible, consistent with its operational requirements. The number and duration of work windows free of train operations available per day will vary depending on operational requirements. At the end of each window, leave the construction area in a condition that will allow for safe and normal train operations. Do not leave shoring extended above the top of rail within 12’-0” from the centerline of the nearest track. Train operations and available windows for work and hours available for work within windows are subject to change. Contact Roger Schaalma – Supervisor of Maintenance of Way, Wisconsin and Southern Railroad Company, 1890 East Johnson Street, Madison, WI 53704, Telephone (608) 620-2044, at least three working days in advance of construction operations that require implementation of the temporary shoring.

Provide, install and maintain adequate protection for people within the WSOR’s right-of-way. Cover, guard, and/or protect all excavations, holes, or trenches within the WSOR’s right-of-way when they are not being worked on. When leaving work site areas at night and over weekends, secure the areas and leave them in a condition that will ensure that railroad employees and other personnel, who may be working or passing through the area, are protected around excavations. Install handrails that are parallel to the track and not less than 9’-0” from the centerline of the nearest track. Handrails, fences, or other barrier methods must meet OSHA and FRA requirements. Backfill all excavations as soon as possible.

Upon completion of the need for the temporary shoring, remove the shoring or cut-off the shoring 4’-6” below the top of the adjacent rail. Backfill the space that is excavated but not occupied by the new permanent construction according to standard spec 206.3.13.

D Measurement

The department will measure Temporary Shoring Railroad in area by the square foot, and the quantity to be paid for will be the sum of the areas of exposed faces of shoring constructed at the locations shown on the plans. Area will be determined from measurements taken in the plane of the exposed face of the shoring.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.700	Temporary Shoring Railroad	SF

Payment is full compensation for providing a verified design of the shoring; providing shop drawings and detailed plans; furnishing and hauling materials to each location; installing the shoring; maintaining the shoring as needed; removing the shoring; and for backfilling upon completion of the need for the shoring.

Temporary shoring not required by the plans and installed for the convenience of the contractor's operations shall be considered incidental to work under this contract and will not be measured and paid for under this item.

74. Compost, Item SPV.0180.001.

A Description

This special provision describes furnishing and installing compost as shown on the plans or as directed by the engineer and as hereinafter provided.

B Materials

Provide compost that:

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

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

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

Provide quality control documentation that includes the following:

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

Compost must comply with the following:

PROPERTY	TEST METHOD	REQUIREMENT
Particle Size	TMECC 02.02-B Sample Sieving for Aggregate Size Classification % Dry Weight Basis	95% passes through 3/8 inch screen.
pH	TMECC 04.11-A Elastometric pH 1:5 Slurry Method pH Units	5.5-8.0
Organic Matter/Ash Content	TMECC 05.07-A Loss-On-Ignition Organic Matter Method (LOI) % Dry Weight Basis	Minimum 40% organic matter and maximum 60% ash content
Physical Contaminants	TMECC 02.02-C Man Made Inert Removal and Classification: Plastic, Glass and Metal % >4mm fraction, dry mass (weight) basis	Less than 1%

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

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

C Construction

C.1 Compost Application

Apply compost to a uniform depth of two inches. Apply compost using an engineer-approved spreader unit (i.e. bulldozer, side discharge manure spreader, etc.) or preferably a pneumatic (blower) unit or other unit that propels the product directly at the soil surface. Apply compost approximately 3 feet beyond and overlapping all edges of the bare soil surfaces designated to receive the compost. Do not apply compost in the months of July and August unless approved by the engineer. Compost installations will retain solar energy, heating the compost beyond the tolerance of the seed, rendering it unviable. Reapplication of seed will be required if sufficient vegetation is not established. Rototill the compost blanket into the Roadside Infiltration Ditch Granular Backfill Sand to a depth of five inches.

C.2 Maintenance

If the compost blanket will not be rototilled, maintain compost blanket depth until the project has been completed or directed otherwise. Routinely inspect blanket for any material dislodgement. Replace and redress any dislodged material and reseed if necessary. If rutting occurs, regrade after re-rototilling.

If sediment from upgradient of the infiltration area enters the infiltration ditch, remove the sediment, place 2 inches of compost and re-rototill the repaired area to a depth of 5 inches.

D Measurement

The department will measure Compost by the square yard of material, 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. 0180.001	Compost	SY

Payment is full compensation for loading, hauling, stockpiling, placing, blending, and rototilling compost.

75. Continuously Reinforced Concrete Pavement SHES Repair, Item SPV.0180.002.

A Description

This special provision describes repairing continuously reinforced concrete pavement, in accordance to standard spec 416, the plans, and as hereinafter provided.

B Materials

Furnish SHES concrete conforming to standard spec 416.2.5.1 and 416.2.5.2, but using a non-chloride accelerator. Furnish tie bars and steel reinforcement conforming to standard spec 505.2.4 and 505.2.6.

C Construction

Construct as specified in standard spec 416.3.8. Use extreme care when removing concrete at the ends of the repair between the full depth and partial depth saw cuts. Repair any damage to the existing reinforcing steel or concrete that is to remain in place.

Reinforce the concrete as the plans specify. Keep reinforcement clean and free from rust scale, straight, and free from distortion. Store all reinforcement steel, received on the job, in engineer-approved storage and distribute only as needed for immediate placement.

Place the bar steel reinforcement after properly preparing the subgrade. Place the longitudinal bars on top of the transverse bars and firmly tie or fasten together at each intersection. Support the assembled bars on bar chairs at a depth the plans show. Bar chairs are subject to the engineer's approval. Use bar chairs sufficient in strength and number to hold the steel reinforcement in position during construction.

Splice longitudinal bars by lapping, as the plans show, and firmly tie or fasten together. Arrange splices as the plans show.

Protect all bar steel reinforcement left protruding from the slab for any extended period from deterioration caused by exposure.

Do not bend bar steel reinforcement or subject to loading or forces that distort the steel or weaken the bond to the concrete.

Tie coated bars using a procedure, equipment, and materials that do not damage or cut the coating. Use one or more of the following materials to tie coated bars:

- Engineer-approved plastic or nonmetallic material.
- Stainless steel wire.
- Nylon, epoxy, or plastic-coated wire.

D Measurement

The department will measure Continuously Reinforced Concrete Pavement SHES Repair by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.002	Continuously Reinforced Concrete Pavement SHES Repair	SY

Payment is full compensation for removing the existing concrete and properly disposing of removed materials; for preparing the foundation; and for furnishing, hauling, preparing, placing, curing, protecting concrete, and repairing damages. Payment includes providing tie bars in unhardened concrete and all reinforcing steel within the repair as shown in SDD, Continuously Reinforced Concrete Pavement Repair and Replacement, except for tie bars provided in concrete not placed under the contract, the department will pay separately under Drilled Tie Bars bid item as specified in standard spec 416.5. The department will pay separately for sawing existing concrete for removal, under the bid items Sawing Concrete as specified in standard spec 690.5 and Sawing Concrete Pavement Partial Depth, SPV.0090.002.

76. Geotextile Fabric Type FF, Item SPV.0180.151.

A Description

Furnish, install, and remove geotextile fabric and fabric hold down systems for filtering storm water as shown in the plans.

B Materials

Use type FF geotextile fabrics conforming to standard spec 645.2 except use a woven polypropylene fabric. Furnish type FF geotextile fabrics selected from the department's erosion control product acceptability list (PAL). Obtain copies of the erosion control PAL and prequalification procedure from the bureau of highway construction.

C Construction

Meet the pertinent requirements as set forth in standard spec 645.3 and as follows:

Install according to the plan details for the intended use in such a manner to preclude ripping and tearing of the fabric, or otherwise rendering the fabric or assembly ineffective for its intended use.

D Measurement

The department will measure Geotextile Fabric Type FF by the square yard of surface area of the fabric, placed and accepted according to the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.151	Geotextile Fabric Type FF	SY

Payment is full compensation for furnishing, transporting, installing and removing the fabric and fabric hold down systems.

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

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

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

I. BASIC CONCEPTS

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 10 (*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 5 (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 under-representation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

1. Description

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

2. Definitions

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

- a. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
- b. **DBE:** A small business certified as disadvantaged business enterprise (DBE) under the federal DBE program and included on the Wisconsin UCP DBE Directory deemed ready, willing and able.
- c. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
- d. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- e. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- f. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. The bid percentage should demonstrate the efforts of the prime contractor prior to bid. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

4. WisDOT Interpretation of Federal DBE Program Provision

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

a. Department's DBE Evaluation Process

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

b. Documentation Submittal

The contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506]. Effective January 1, 2017, the contractor will be required to submit the documentation within 5 business days after bid opening. All necessary supporting documentation including Attachment 'A' forms and/or Good Faith Efforts Form

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

(1) **Bidder Meets DBE Goal**

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage calculation. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

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

- i. If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Efforts Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith efforts submission.
- ii. The department will evaluate the bidder's good faith effort request and notify the bidder of one of the following:
 - (a) If the department grants a good faith efforts, the bid is eligible for contract execution with respect to DBE commitment.
 - (b) If the department rejects the good faith efforts request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith efforts request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

c. **Bidder Fails to Submit Documentation**

If the contractor fails to furnish the Commitment to Subcontract to DBE Form [DT1506] within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

5. Department's Criteria for Good Faith Effort

Appendix A of 49 CFR Part 26, is the guiding regulation concerning good faith efforts. However, the federal regulations do not explicitly define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own practices to create a process for making a determination of adequate good faith. WisDOT evaluates good faith on a contract basis just as each contract award is evaluated individually.

The department will only approve a contractor's good faith efforts if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith efforts will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- a. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

b. Prime Contractors should:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT- approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
- (2) Prime contractors may request assistance with DBE outreach and follow-up by contacting the department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Requesting assistance with outreach is not a decisive factor in the review Good faith effort evaluation. Phone numbers are 414-438-4584 and/or 414-659-0487; Fax: 414-438-5392; E-mail: DOTDBESupportServices@dot.wi.gov.
- (3) Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - i. Solicit quotes from certified DBE firms who match 'possible items to subcontract' using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which you are seeking quotes to DOTDBESupportServices@dot.wi.gov.
 - ii. SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
 - (a) Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - (b) Solicit quotes at least 10 calendar days prior to the letting date, at least two Fridays before the letting, to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - (c) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up solicitation.
 - iii. Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit or insurance if requested.
 - v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - (a) Email to all prospective DBE firms in relevant work areas.
 - (b) Phone call log to DBE firms who express interest via written response or call.
 - (c) Fax/letter confirmation
 - (d) Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

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

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

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

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

6. Use of Joint Checks

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

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

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

- a. The Prime must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
 - (1) Request should be made when the DBE Commitment form or Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
 - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
 - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
 - (4) The joint check for supplies must be strictly for the cost of supplies.

- b. DBE subcontractor is responsible to furnish and/or install the material/work item. The DBE subcontractor shall not be an 'extra participant' in the transaction; the DBE's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following.
 - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price and delivery of materials;
 - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the Application to Use Joint Checks after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.

- c. The Prime contractor/payor acts solely as a guarantor,
 - (1) The prime agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractors negotiated unit price.

7. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith effort submission. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written denial notice of a good faith effort evaluation constitutes a forfeiture of the bidder's right of appeal. A contract cannot be executed without documentation that the DBE provisions have been fulfilled.

- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 5 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

8. Department's Criteria for DBE Participation

Directory of DBE firms

- a. The only resource for DBE certified firms certified in the state of Wisconsin is the Wisconsin Unified Certification Program [UCP] DBE List. Wisconsin Department of Transportation maintains a current list of certified DBE firms titled Wisconsin UCP DBE Directory on the website at:
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>

- b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.

9. Counting DBE Participation

Assessing DBE Work

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

10. Commercially Useful Function

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

11. Credit Evaluation for Trucking

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

12. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

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

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

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

13. Credit Evaluation for DBE Primes

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

14. Joint Venture

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

15. Mentor Protégé

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

16. DBE Replacement or Termination

Contractual Requirement

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

Contractor Considerations

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

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

The Request to Replace or Terminate a DBE

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

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

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

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

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

Evaluation and Response to the Request

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

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

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

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

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

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

18. Contract Modifications

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors that were committed to equal work items, in the original contract.

19. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

APPENDIX A
Sample Contractor Solicitation Letter Page 1
This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

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

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

- Yes, we will be quoting on the projects and items listed below
- No, we are not interested in quoting on the letting or its items referenced below
- Please take our name off your monthly DBE contact list
- We have questions about quoting this letting. Please have someone contact me at this number

Prime Contractor 's Contact Person

Phone: _____

Fax: _____

Email: _____

DBE Contractor Contact Person

Phone _____

Fax _____

Email _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternatives are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

This list is not a set of requirements; it is a list of potential strategies

Primes

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance.
- Participate in speed networking and mosaic exercises as arranged by DBE office.
- Host information sessions not directly associated with a bid letting.
- Participate in a formal mentor protégé or joint venture with a DBE firm.
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods.
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

DBE

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs.
- Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Consider membership in relevant industry or contractor organizations.
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities.
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively.
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal.
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract.
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

APPENDIX D
Good Faith Effort Evaluation Guidance
Excerpt from Appendix A of 49 CFR Part 26

APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - D.
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a

contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Appendix E

Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription.

Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request.
 - d. Add attachments to sub-quotes.
3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.
4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses.
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
 - c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
 - c. Add attachments to a sub-quote.
 - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime.
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to www.bidx.com and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588.

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Release of Routine Retainage

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

ADDITIONAL SPECIAL PROVISIONS 5**Fuel Cost Adjustment****A Description**

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

B Categories of Work Items

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

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

C Fuel Index

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

The base Fuel Index (BFI) for this contract is \$2.15 per gallon.

D Computing the Fuel Cost Adjustment

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

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

$$FA = \frac{CFI}{BFI} - 1 \times Q \times BFI$$

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

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

E Payment

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

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

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

Make the following revisions to the standard specifications:

104.10.1 General

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Subsection 104.10 specifies a 2-step process for contractors to follow in submitting a cost reduction incentive (CRI) for modifying the contract in order to reduce direct construction costs computed at contract bid prices. The initial submittal is referred to as a CRI concept and the second submittal is a CRI proposal. The contractor and the department will equally share all savings generated to the contract due to a CRI as specified in 104.10.4.2(1). The department encourages the contractor to submit CRI concepts.

104.10.4.2 Payment for the CRI Work

Replace paragraph one with the following effective with the December 2017 letting:

- (1) The department will pay for completed CRI work as specified for progress payments under 109.6. The department will pay for CRI's under the Cost Reduction Incentive administrative item. When all CRI costs are determined, the department will execute a contract change order that does the following:
 1. Adjusts the contract time, interim completion dates, or both.
 2. Pays the contractor for the unpaid balance of the CRI work.
 3. Pays the contractor 50 percent of the net savings resulting from the CRI, calculated as follows:

$$NS = CW - CRW - CC - DC$$

Where:

- NS** = Net Savings
- CW** = The cost of the work required by the original contract that is revised by the CRI. CW is computed at contract bid prices if applicable.^[1]
- CRW** = The cost of the revised work, computed at contract bid prices if applicable.^[1]
- CC** = The contractor's cost of developing the CRI proposal.
- DC** = The department's cost for investigating, evaluating, and implementing the CRI proposal.

^[1] The department may adjust contract bid prices that, in the engineer's judgement, do not represent the fair value of the work deleted or proposed.

108.11 Liquidated Damages

Replace paragraphs two and three with the following effective with the December 2017 letting:

- (2) This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the department from the contractor for the added cost of engineering and supervision resulting from the contractor's failure to complete the work within the contract time.
- (3) Unless enhanced in the special provisions, the department will assess the following daily liquidated damages

LIQUIDATED DAMAGES			
ORIGINAL CONTRACT AMOUNT		DAILY CHARGE	
FROM MORE THAN	TO AND INCLUDING	CALENDAR DAY	WORKING DAY
\$0	\$250,000	\$850	\$1700
\$250,000	\$500,000	\$815	\$1630
\$500,000	\$1,000,000	\$1250	\$2500
\$1,000,000	\$2,000,000	\$1540	\$3080
\$2,000,000	—	\$2070	\$4140

203.3.2.2 Removal Operations

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

203.3.2.2.1 General

- (1) Except as specified below for closing culverts, remove the entire top slab of box culverts and the entire superstructure of other culverts and bridges designated for removal. Completely remove existing piles, cribs, or other timber construction within the limits of new embankments, or remove these structures to an elevation at least 2 feet below finished ground line. Remove sidewalls or substructure units in water to an elevation no higher than the elevation of the natural stream or lake bed, or, if grading the channel is required under the contract or the plans, to the proposed finished grade of the stream or lake bed. Remove sidewalls or substructure units not in water down to at least 2 feet below natural or finished ground line.
- (2) If extending or incorporating existing culverts and bridges in the new work, remove only those parts of the existing structure as necessary to provide a proper connection to the new work. Saw, chip, or trim the connecting edges to the required lines and grades without weakening or damaging the remaining part of the structure. During concrete removal, do not damage reinforcing bars left in place as dowels or ties incorporated into the new work.
- (3) Remove pipe culverts designated for salvage in a way that prevents damage to the culverts.
- (4) Dismantle steel structures or parts of steel structures designated for salvage in a way that avoids damage to the members. If the contract specifies removing the structure in a way that leaves it in a condition suitable for re-erection, matchmark members with durable white paint before dismantling. Mark pins, bolts, nuts, loose plates, etc., similarly to indicate their proper location. Paint pins, bolts, pinholes, and machined surfaces with a department-approved rust preventative. Securely wire loose parts to adjacent members, or label and pack them in boxes.
- (5) Remove timber structures or parts of timber structures designated for salvage in a way that prevents damage to the members.
- (6) If the engineer approves, the contractor may temporarily use materials designated for salvage in falsework used to construct new work. Do not damage or reduce the value of those materials through temporary use.

203.3.2.2.2 Deck Removal

- (1) Protect the work as specified in 107.14 during deck removal. Minimize debris falling onto water surfaces and wetlands as the contract specifies in 107.18 or in the special provisions. Also, minimize debris falling on the ground and roadway.
- (2) Do not damage existing bar steel reinforcement, girders, or other components that will be incorporated in new work. Remove decks on prestressed concrete girders using a hydraulic shear or other engineer-approved equipment. Thoroughly clean, realign, and retie reinforcement as necessary.
- (3) After deck removal is complete, notify the engineer to request a damage survey. Point out damage to the engineer. Allow one business day for the engineer to complete the damage survey. If damage is identified, the department will determine if repairs or girder restoration will be allowed.
- (4) If the department allows girder restoration, have a professional engineer registered in the State of Wisconsin analyze the effect of the damage to the bridge, make recommendations, and prepare signed and sealed computations and structural details required to restore girders to their previous structural capacity. Submit the restoration proposal, including analysis and structural details, to the department and design engineer of record. The department will accept or reject the restoration proposal within 3 business days. Do not begin restoration work until the department allows in writing.
- (5) The engineer will not extend contract time to assess or remediate contractor caused damage.

203.5.1 General

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

- (2) Payment is full compensation for breaking down and removing; costs associated with contractor-caused damage; required salvaging, storing, and disposing of materials; and, unless the contract specifies granular backfill, for backfilling.

415.2.3 Expansion Joint Filler

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Furnish expansion joint filler conforming to AASHTO M153, AASHTO M213, or ASTM D8139 in lengths equal to the pavement lane width and of the thickness and height the plans show. Where dowel bars are required, use filler with factory-punched holes at the dowel bar locations and with a diameter not greater than 1/8 inch larger than the nominal dowel bar diameter.
-

415.3.20 Filling Joints

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

- (2) Clean joints of laitance, curing compound, and other contaminants before filling. Saw construction joints at least 3/4 inches deep before filling. Sawing is not required for tooled joints in curb and gutter. Sandblast or waterblast exposed joint faces using multiple passes as required to clean joints surfaces of material that might prevent bonding. Blow clean and dry with oil-free compressed air immediately before filling.
-

415.5.1 General

Replace paragraph six with the following effective with the December 2017 letting:

- (6) Payment for Concrete Pavement Joint Filling is full compensation for filling concrete pavement joints; filling adjacent curb and gutter joints; and for sawing.
-

440.3.4.2 Contractor Testing

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

- (2) Coordinate with the engineer at least 24 hours before making profile runs for acceptance unless the engineer approves otherwise. The department may require testing to accommodate staged construction or if corrective action is required.
-

455.5.3 Tack Coat

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

- (2) The department will adjust pay for Tack Coat, under the Nonconforming Tack Coat administrative item, for nonconforming material the engineer allows to remain in place at a maximum of 75 percent of the contract unit price.

460.2.7 HMA Mixture Design

Replace paragraph one with the following effective with the December 2017 letting:

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to CMM 8-66.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	LT	MT	HT	SMA
ESALs x 10 ⁶ (20 yr design life)	<2.0	2 - <8	>8	—
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821) (one face/2 face, % by count)	65/—	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	43	45	45
Sand Equivalency (AASHTO T176, min)	40	40	45	50
Gyratory Compaction				
Gyrations for N _{ini}	6	7	8	8
Gyrations for N _{des}	40	75	100	65
Gyrations for N _{max}	60	115	160	160
Air Voids, %V _a (%G _{mm} N _{des})	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G _{mm} N _{ini}	<= 91.5 ^[1]	<= 89.0 ^[1]	<= 89.0	—
% G _{mm} N _{max}	<= 98.0	<= 98.0	<= 98.0	—
Dust to Binder Ratio ^[2] (% passing 0.075/P _{be})	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 ^{[4] [5]}	65 - 75 ^{[3] [5]}	65 - 75 ^{[3] [5]}	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) ^{[6] [7]}				
no antistripping additive	0.75 min	0.75 min	0.75 min	0.75 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)	—	—	—	0.30

^[1] The percent maximum density at initial compaction is only a guideline.

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

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

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

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

^[6] WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

^[7] Run TSR at asphalt content corresponding to 3.0% air void regressed design using distilled water for testing.

460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Replace paragraph six with the following:

- (6) Conduct TSR tests during mixture production according to CMM 8-36.6.14. Test each full 50,000 ton production increment, or fraction of an increment, after the first 5000 tons of production. Perform required increment testing in the first week of production of that increment. If production TSR values are below the limit specified in CMM 8-36.6.14, notify the engineer. The engineer and contractor will jointly determine a corrective action.
-

502.2.7 Preformed Joint Filler

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use preformed joint filler conforming to AASHTO M153, AASHTO M213, or ASTM D8139.
-

502.3.7.8 Floors

Replace paragraph fourteen with the following effective with the December 2017 letting:

- (14) Unless specified otherwise, transversely tine finish the floors of structures with approach pavements designed for speeds of 40 mph or greater as specified in 415.3.8.3, except make the tining 1/8 inch in depth and do not perform tining within 12 inches of gutters. The contractor may apply a broom finish, described below, instead of the artificial turf drag finish required before tining. The contractor may perform tining manually, if it obtains a finish satisfactory to the engineer. Perform tining within 20 degrees of the centerline of bearing of the substructure units on bridge decks having skew angles of 20 degrees or greater.
-

505.2.6 Dowel Bars and Tie Bars

Replace the entire text with the following effective with the March 2018 letting:

505.2.6.1 General

- (1) Furnish bars coated in a plant certified by the Concrete Reinforcing Steel Institute. For dowel bars and straight tie bars, there is no requirement for bend tests. Ensure that the bars are the specified diameter and length the plans show.
- (2) The contractor need not coat or patch sawed ends, sheared ends, cut ends, ends left bare during the coating process, or ends with damaged coating.
- (3) The contractor need not repair circumferential coating damage from shipping, handling, or installation, if the following conditions are met:
 1. The damaged area is 1/4 inch square or smaller.
 2. The total damaged area in any one-foot length does not exceed 2 percent of the circumferential area in that length.
- (4) Repair areas of damaged circumferential coating larger than 1/4 inch square. Reject bars with total damage greater than 2 percent of the bar's circumferential area.

505.2.6.2 Dowel Bars**505.2.6.2.1 General**

- (1) Ensure that the bars are straight, round, smooth, and free from burrs or other deformations detrimental to the free movement of the bar in the concrete.
- (2) Saw bars to the required length. For solid bars, the department will allow shearing if no damage occurs to the coating and shearing distortions do not exceed the following:
 1. No distorted diameter is more than 0.04 inches greater than the true diameter.
 2. No distortion extends more than 0.40 inches from the sheared end.
- (3) Apply a surface treatment to loose dowels, or furnish manufacturer-treated bars in dowel bar baskets, capable of preventing bond between the epoxy-coated bars and the concrete. Apply field surface treatments when loading bars in the dowel bar magazine.

505.2.6.2.2 Solid Dowel Bars

- (1) Furnish coated bars conforming to AASHTO M31 grade 40 or 60. Alternatively the contractor may furnish dowel bars conforming to AASHTO M227 grade 70-80. Coat with a thermosetting epoxy conforming to AASHTO M254, type B.

505.2.6.2.3 Tubular Dowel Bars

- (1) Furnish welded steel tubular bars conforming to ASTM A513 fabricated from plain carbon steel with a minimum tensile yield strength of 60 ksi and sized as follows:

SOLID BAR SPECIFIED DIAMETER	MINIMUM REQUIRED OUTSIDE DIAMETER	MINIMUM BASE METAL WALL THICKNESS
1 1/4-inch	1 5/16 inches	0.120 inch
1 1/2-inch	1 5/8 inches	0.120 inch

- (2) Cap bar ends to prevent intrusion of concrete or other materials. Ensure that tubing is galvanized on the exterior and interior according to ASTM A653 with a G40 zinc coating and apply 7-13 mils of epoxy to the galvanized exterior according to AASHTO M254, Type B.

505.2.6.2.4 High Performance Dowel Bars

- (1) As an alternate the contractor may furnish high performance dowel bars from the department's APL.

505.2.6.3 Tie Bars

- (1) Furnish coated bars conforming to AASHTO M31 grade 40 or 60. Coat tie bars as specified in 505.2.4 for coated high-strength steel reinforcement. Ensure that the tie bars are the shape the plans show.
- (2) Repair, with compatible coating material, the bend location of field-straightened coated tie bars.

614.2.1 General

Add the following as paragraph ten effective with the December 2017 letting:

- (10) Furnish guardrail reflectors from the department's APL.

614.3.2.1 Installing Posts

Add the following as paragraph five effective with the December 2017 letting:

- (5) Provide post-mounted reflectors every 100 feet with one at the beginning and end of each run and a minimum of three reflectors per run.

614.5 Payment

Replace paragraph four with the following effective with the December 2017 letting:

- (4) Payment for the Steel Thrie Beam, Steel Plate Beam Guard, Guardrail Stiffened, MGS Guardrail, Short Radius, and various transition bid items is full compensation for providing guardrail and transitions including post-mounted reflectors; for repairing damaged zinc coatings; and for excavating, backfilling, and disposing of surplus material.

641.2.9 Overhead Sign Supports

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

- (3) Provide steel pole shafts, mast arms or trusses, and luminaire arms zinc coated according to ASTM A123. The contractor may provide either straight or tapered pole and arm shafts unless the plans specify otherwise. Provide bolts and other hardware conforming to 641.2.2.

642.2.2.1 General

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

- (1) Provide each field office with two rooms, separated by an interior door with a padlock. Ensure that each room has a separate exterior door and its own air conditioner. Locate the office where a quality internet connection can be achieved.
- (2) Provide long distance telephone service via a land line for exclusive department use that has the following:
 - Two programmable touch-tone phones, one of which is cordless. Ensure that phone operations will not interfere with other telecommunications equipment.
 - Voice mail service or an answering machine.
- (3) Provide high-speed internet service for exclusive department use via cable or DSL connection with a modem/router and capable of supporting cloud enabled file sharing, voice over internet protocol (VoIP), video conferencing, and web based applications. Ensure that system meets the following:
 - Includes a wireless network for the field office.
 - Can accommodate IPSec based VPN products.
 - Has a bandwidth range as follows:
 - Field office with 1-5 staff: A minimum connection speed of 5 Mbps download and 1 Mbps upload. If a cable or DSL option is not available the contractor may provide a personal hotspot using cell phone tethering or other device able to achieve the specified minimum speeds inside the field office.
 - Field office with 6 or more staff: A minimum connection speed of 10 Mbps + 1/2 Mbps per user download and 5 Mbps upload.
 - Projects over 500 million dollars: A minimum connection speed of 20 Mbps + 1/2 Mbps per user download and 10 Mbps upload. Coordinate network setup at the leased office with the WisDOT network team.
- (4) Provide and maintain a Windows 7 and Windows 10 compliant multi-function device with copy, print, and scan capabilities that can accommodate both 8 1/2" x 11" and 11" x 17" paper. Replenish paper, toner cartridges, and other supplies before fully expended. Ensure that department staff can connect to the device either directly or through the field office wireless network.
- (5) Equip with a drafting table with a drafter's stool. Except as specified in 642.2.2.4, provide 2 ergonomically correct office chairs in working condition with, at a minimum, the following:
 1. Five-legged base with casters.
 2. Seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge.
 3. High backrest with no arms or adjustable arms.

643.3.1 General

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Provide and maintain traffic control devices located where the plans show or engineer directs to maintain a safe work zone throughout the contract duration. Relocate as required to accommodate changing work operations. When not in use, place devices away from traffic outside of paved and gravel shoulder surfaces. Where there is barrier on the shoulder, the contractor may place devices not in use on the shoulder as close as possible to the barrier and delineated with drums. Lay signs and supports flat on the grade with uprights oriented parallel to and downstream from traffic. Do not stack devices or equipment. Promptly remove temporary devices from within the project limits as follows:
 - That will not be used within 14 consecutive calendar days.
 - Within 5 business days of substantial completion unless the engineer allows otherwise.

645.2.2.2 Geotextile, Type SAS (Subgrade Aggregate Separation)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Furnish fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	170 lb
Minimum puncture strength	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 70
Minimum permittivity	ASTM D4491	0.35 s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.4 Geotextile, Type DF (Drainage Filtration)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Furnish fabric conforming with the physical requirements of either schedule A, schedule B, or schedule C as the contract specifies.

SCHEDULE A TEST	METHOD	VALUE[1]
Minimum grab tensile strength	ASTM D4632	110 lb
Minimum puncture strength	ASTM D6241	200 lb
Minimum apparent breaking elongation	ASTM D4632	30%
Maximum apparent opening size	ASTM D4751	300 µm
Minimum permittivity	ASTM D4491	0.70 s ⁻¹

SCHEDULE B TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	30%
Maximum apparent opening size	ASTM D4751	300 µm
Minimum permittivity	ASTM D4491	1.35 s ⁻¹

SCHEDULE C TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	600 µm
Minimum permittivity	ASTM D4491	1.00 s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.6 Geotextile, Type R (Riprap)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	205 lb
Minimum puncture strength	ASTM D6241	400 lb
Minimum apparent breaking elongation	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.12 s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.7 Geotextile, Type HR (Heavy Riprap)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength, lb	ASTM D4632	305 lb
Minimum puncture strength, lb	ASTM D6241	500 lb
Minimum apparent breaking elongation, %	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.40, s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.8 Geotextile, Type C (Modified SAS)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Grab tensile strength, lb	ASTM D4632	205 lb
Puncture strength, lb	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 50
Minimum permittivity	ASTM D4491	0.12 s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

646.3.1.1 General Marking

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Prepare the surface and apply marking as the manufacturer specifies. Provide manufacturer specifications as the engineer requests. Do not mark over a marking product with less adherence or over chipped or peeled marking. Do not remove polymer overlay materials in areas receiving pavement marking. Use only epoxy pavement marking where the contract requires marking placed on polymer overlays.

Replace paragraph five with the following effective with the December 2017 letting:

- (5) After the marking can sustain exposure to traffic, re-apply clear protective surface treatment conforming to 502.2.11 where removed from structures during marking surface preparation. Seal exposed concrete including grooves for tape. Cover marking during resealing with a system that will not degrade the marking's retroreflectivity when removed. Uncover marking before opening to traffic.

701.3 Contractor Testing

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Also perform other tests as necessary to control production and construction processes, and additional testing enumerated in the contractor's quality control plan or that the engineer directs. Use test methods as follows:

TABLE 701-2 TESTING STANDARDS

TEST	TEST STANDARD
Washed P 200 analysis	AASHTO T11 ^[1]
Sieve analysis of fine and coarse aggregate	AASHTO T27 ^[1]
Aggregate moisture	AASHTO T255 ^[1]
Sampling freshly mixed concrete	AASHTO R60
Air content of fresh concrete	AASHTO T152 ^[2]
Air void system of fresh concrete	AASHTO Provisional Standard TP118
Concrete slump	AASHTO T119 ^[2]
Concrete temperature	ASTM C1064
Concrete compressive strength	AASHTO T22
Making and curing concrete cylinders	AASHTO T23
Standard moist curing for concrete cylinders	AASHTO M201

^[1] As modified in CMM 8-60.

^[2] As modified in CMM 8-70.

715.2.3.1 Pavements

Add the following as paragraph six effective with the December 2017 letting:

- (6) For new lab-qualified mixes, test the air void system of the proposed concrete mix conforming to AASHTO provisional standard TP 118. Include the SAM number as a part of the mix design submittal.

715.3.1.1 General

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Provide slump, air content, concrete temperature and compressive strength test results as specified in 710.5. Provide a battery of QC tests, consisting of results for each specified property, using a single sample randomly located within each subplot. Cast three cylinders for strength evaluation. For pavement concrete, also test the air void system conforming to AASHTO provisional standard TP118 at least once per lot and enter the SAM number in the MRS for information only.

715.3.1.3 Department Verification Testing

Replace paragraph one with the following effective with the December 2017 letting:

- (1) The department will perform verification testing as specified in 701.4.2 with additional testing as required to obtain at least 1 verification test per lot for air content, slump, temperature, and compressive strength.

Errata

Make the following corrections to the standard specifications:

106.3.3.1 General

Correct errata by changing "acceptance" to "approval".

- (1) For manufactured products or assemblies, the department may base approval on a product certification or require both a product certification and production plant certification.
-

205.3.1 General

Correct errata by replacing paragraphs three and four with the following to reflect current practice to incorporate suitable materials.

- (3) Replace unsuitable material with satisfactory material. Trim and finish the roadway. Maintain the work done under 205 in a finished condition until acceptance.
-

305.1 Description

Correct errata to clarify that the contractor may use more than one material under a single contract.

- (1) This section describes constructing a dense graded base using one or more of the following aggregates at the contractor's option:

Crushed stone	Reclaimed asphalt
Crushed gravel	Reprocessed material
Crushed concrete	Blended material

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.

643.3.5.2 Cellular Communication

Correct errata by changing State Traffic Operations Center to Traffic Management Center.

- (2) A minimum of 14 days before deployment, demonstrate to the department that the cellular modem is capable of communications with the Traffic Management Center. If remote communications are interrupted or temporarily unavailable, the department will notify the contractor to change messages manually. Update messages within 2 hours of receiving notification.

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

654.5 Payment

Correct errata to clarify that contractor-provided anchor rods and associated hardware are incidental.

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

ADDITIONAL SPECIAL PROVISION 7

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

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<http://wisconsin.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

ADDITIONAL SPECIAL PROVISION 9 Electronic Certified Payroll Submittal

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

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

(2) Ensure that all tiers of subcontractors, including all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Non-discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective August 2015 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>

Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses*. “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses*. “Use of United States-flag vessels: The contractor agrees—“

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

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

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID**

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work.”
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<http://wisconsin.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: WI180010 01/05/2018 WI10

Superseded General Decision Number: WI20170010

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 \$10.35 for calendar year 2018 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 \$10.35 per hour (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 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0 Publication Date 01/05/2018

BRWI0001-002 06/01/2016

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

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

BRWI0002-002 06/01/2016

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

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

BRWI0002-005 06/01/2016

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

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

BRWI0003-002 06/01/2016

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

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

BRWI0004-002 06/01/2016

KENOSHA, RACINE, AND WALWORTH COUNTIES

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

BRWI0006-002 06/01/2016		

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

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

BRWI0007-002 06/01/2016		

GREEN, LAFAYETTE, AND ROCK COUNTIES

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

BRWI0008-002 06/01/2016		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

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

BRWI0011-002 06/01/2016		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

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

BRWI0019-002 06/01/2016		

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

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

BRWI0034-002 06/01/2015		

COLUMBIA AND SAUK COUNTIES

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

CARP0087-001 05/01/2016		

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

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

CARP0252-002 06/01/2016		

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

WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

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

CARP0252-010 06/01/2016

ASHLAND COUNTY

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

CARP0264-003 06/01/2016

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

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

CARP0361-004 05/01/2016

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

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

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

* ELEC0014-002 12/01/2017

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
CROIX, SAWYER, TAYLOR, TREMPPEALEAU, VERNON, AND WASHBURN
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 33.21	19.75

ELEC0014-007 06/05/2017

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 25.81	14.01

Low voltage construction, installation, maintenance and
removal of teledata facilities (voice, data, and video)
including outside plant, telephone and data inside wire,
interconnect, terminal equipment, central offices, PABX,
fiber optic cable and equipment, micro waves, V-SAT,

bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2017

KENOSHA COUNTY

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

ELEC0158-002 06/05/2017

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
Electricians:.....	\$ 31.48	19.18

ELEC0159-003 06/05/2017

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.75	20.96

ELEC0219-004 06/01/2016

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 32.38	18.63
Electrical contracts under \$180,000.....	\$ 30.18	18.42

ELEC0242-005 06/04/2017

DOUGLAS COUNTY

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

ELEC0388-002 05/30/2016

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 30.69	26.00% +10.05

ELEC0430-002 06/01/2017

RACINE COUNTY (Except Burlington Township)

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

ELEC0494-005 06/01/2017

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 37.51 24.42

ELEC0494-006 06/01/2017

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

Rates Fringes

Electricians:.....\$ 32.06 21.88

ELEC0494-013 06/01/2015

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Sound & Communications

Installer.....\$ 16.47 14.84
Technician.....\$ 26.00 17.70

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2017

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

Rates Fringes

Electricians:.....\$ 31.15 18.22

ELEC0890-003 06/01/2017

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

Rates Fringes

Electricians:.....\$ 33.25 19.34

ELEC0953-001 07/01/2015

Rates Fringes

Line Construction:		
(1) Lineman.....	\$ 42.14	32% + 5.00
(2) Heavy Equipment Operator.....	\$ 40.03	32% + 5.00
(3) Equipment Operator.....	\$ 33.71	32% + 5.00
(4) Heavy Groundman Driver..	\$ 26.78	14.11
(5) Light Groundman Driver..	\$ 24.86	13.45
(6) Groundsman.....	\$ 23.18	32% + 5.00

 ENGI0139-005 06/05/2017

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 39.27	22.05
Group 2.....	\$ 38.77	22.05
Group 3.....	\$ 38.27	22.05
Group 4.....	\$ 38.01	22.05
Group 5.....	\$ 37.72	22.05
Group 6.....	\$ 31.82	22.05

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour
 EPA Level "B" protection - \$2.00 per hour
 EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine

Tender.

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2017

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO
COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 31.24	26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2017

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.19	26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2017

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.50	23.82

IRON0498-005 06/01/2016

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 36.29	30.77

IRON0512-008 05/01/2017

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.50	26.45

IRON0512-021 05/01/2017

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.04	26.45

LABO0113-002 06/05/2017

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.80	21.34
Group 2.....	\$ 26.95	21.34
Group 3.....	\$ 27.15	21.34
Group 4.....	\$ 27.30	21.34
Group 5.....	\$ 27.45	21.34
Group 6.....	\$ 23.29	21.34

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/05/2017

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.05	21.34
Group 2.....	\$ 26.15	21.34
Group 3.....	\$ 26.20	21.34
Group 4.....	\$ 26.40	21.34
Group 5.....	\$ 26.25	21.34
Group 6.....	\$ 23.14	21.34

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/05/2017

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
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LABORER

Group 1.....	\$ 25.86	21.34
Group 2.....	\$ 26.01	21.34
Group 3.....	\$ 26.21	21.34
Group 4.....	\$ 26.18	21.34
Group 5.....	\$ 26.51	21.34
Group 6.....	\$ 23.00	21.34

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LABO0140-002 06/05/2017

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

LABORER

Group 1.....	\$ 30.71	16.79
Group 2.....	\$ 30.81	16.79
Group 3.....	\$ 30.86	16.79
Group 4.....	\$ 31.06	16.79
Group 5.....	\$ 30.91	16.79
Group 6.....	\$ 27.34	16.79

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LABO0464-003 06/05/2017

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.99	16.79
Group 2.....	\$ 31.09	16.79
Group 3.....	\$ 31.14	16.79
Group 4.....	\$ 31.34	16.79
Group 5.....	\$ 31.19	16.79
Group 6.....	\$ 27.34	16.79

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

* PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

PAIN0108-002 06/01/2017

RACINE COUNTY

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

PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

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

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

PAIN0781-002 06/01/2017		
JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
	Rates	Fringes
Painters:		
Bridge.....	\$ 30.60	22.80
Brush.....	\$ 30.25	22.80
Spray & Sandblast.....	\$ 31.00	22.80

PAIN0802-002 06/01/2017		
COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES		
	Rates	Fringes
PAINTER		
Brush.....	\$ 28.25	17.72
PREMIUM PAY:		
Structural Steel, Spray, Bridges =	\$1.00 additional per	
hour.		

PAIN0802-003 06/01/2017		
ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES		
	Rates	Fringes
PAINTER.....	\$ 24.89	12.05

PAIN0934-001 06/01/2017		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters:		
Brush.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95

PAIN1011-002 06/01/2017		
FLORENCE COUNTY		
	Rates	Fringes
Painters:.....	\$ 24.86	12.23

PLAS0599-010 06/01/2017		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE,

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

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2017

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 27.40	20.48
3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic.....	\$ 27.55	20.48

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

March 2017

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.



Proposal Schedule of Items

Proposal ID: 20180313001 Project(s): 1005-10-81
 Federal ID(s): WISC 2018135

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	82.000 STA	_____.	_____.
0004	201.0205 Grubbing	82.000 STA	_____.	_____.
0006	203.0100 Removing Small Pipe Culverts	10.000 EACH	_____.	_____.
0008	203.0200 Removing Old Structure (station) 001. 1205+86 'TWNB'	LS	LUMP SUM	_____.
0010	203.0200 Removing Old Structure (station) 002. 1196+09'TWNB'	LS	LUMP SUM	_____.
0012	203.0200 Removing Old Structure (station) 003. 1099+70 'TWBN'	LS	LUMP SUM	_____.
0014	203.0225.S Debris Containment (structure) 001. B- 53-75	LS	LUMP SUM	_____.
0016	203.0225.S Debris Containment (structure) 002. B- 53-77	LS	LUMP SUM	_____.
0018	203.0225.S Debris Containment (structure) 003. B- 53-80	LS	LUMP SUM	_____.
0020	204.0100 Removing Pavement	9,700.000 SY	_____.	_____.
0022	204.0120 Removing Asphaltic Surface Milling	23,550.000 SY	_____.	_____.
0024	204.0165 Removing Guardrail	3,000.000 LF	_____.	_____.
0026	204.0170 Removing Fence	11,310.000 LF	_____.	_____.
0028	204.0180 Removing Delineators and Markers	15.000 EACH	_____.	_____.
0030	204.0190 Removing Surface Drains	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20180313001 Project(s): 1005-10-81
Federal ID(s): WISC 2018135

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Table with 5 columns: Proposal Line Number, Item ID Description, Approximate Quantity and Units, Unit Price, Bid Amount. Rows include items like Removing Inlets, Abandoning Sewer, Excavation Common, and various Backfill types.



Proposal Schedule of Items

Proposal ID: 20180313001 Project(s): 1005-10-81

Federal ID(s): WISC 2018135

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	312.0110 Select Crushed Material	200.000 TON	_____	_____
0064	415.0090 Concrete Pavement 9-Inch	25.000 SY	_____	_____
0066	415.0410 Concrete Pavement Approach Slab **P*	250.000 SY	_____	_____
0068	416.0610 Drilled Tie Bars	45.000 EACH	_____	_____
0070	416.0620 Drilled Dowel Bars	70.000 EACH	_____	_____
0072	416.1715 Concrete Pavement Repair SHES	50.000 SY	_____	_____
0074	416.1725 Concrete Pavement Replacement SHES	55.000 SY	_____	_____
0076	440.4410 Incentive IRI Ride	2,120.000 DOL	1.00000	2,120.00
0078	450.4000 HMA Cold Weather Paving	11,000.000 TON	_____	_____
0080	455.0605 Tack Coat	6,261.000 GAL	_____	_____
0082	460.2000 Incentive Density HMA Pavement	18,317.000 DOL	1.00000	18,317.00
0084	460.6223 HMA Pavement 3 MT 58-28 S	115.000 TON	_____	_____
0086	460.6224 HMA Pavement 4 MT 58-28 S	460.000 TON	_____	_____
0088	460.7222 HMA Pavement 2 HT 58-28 S	15,600.000 TON	_____	_____
0090	460.7624 HMA Pavement 4 HT 58-28 V	13,973.000 TON	_____	_____
0092	502.0100 Concrete Masonry Bridges **P**	606.000 CY	_____	_____
0094	502.4205 Adhesive Anchors No. 5 Bar	4.000 EACH	_____	_____



Proposal Schedule of Items

Proposal ID: 20180313001 Project(s): 1005-10-81

Federal ID(s): WISC 2018135

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0096	503.0128 Prestressed Girder Type I 28-Inch **P**	406.000 LF	_____.	_____.
0098	505.0400 Bar Steel Reinforcement HS Structures **P**	13,450.000 LB	_____.	_____.
0100	505.0600 Bar Steel Reinforcement HS Coated Structures **P**	103,800.000 LB	_____.	_____.
0102	506.2605 Bearing Pads Elastomeric Non-Laminated	18.000 EACH	_____.	_____.
0104	506.4000 Steel Diaphragms (structure) 002. B-53-77 **P**	6.000 EACH	_____.	_____.
0106	509.0301 Preparation Decks Type 1	995.000 SY	_____.	_____.
0108	509.0302 Preparation Decks Type 2	294.000 SY	_____.	_____.
0110	509.1500 Concrete Surface Repair	22.000 SF	_____.	_____.
0112	509.2000 Full-Depth Deck Repair	171.000 SY	_____.	_____.
0114	509.2100.S Concrete Masonry Deck Repair	161.000 CY	_____.	_____.
0116	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 001. B-53-0075	480.000 SY	_____.	_____.
0118	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 002. B-53-0077	605.000 SY	_____.	_____.
0120	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 003. B-53-0065	1,122.000 SY	_____.	_____.
0122	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 004. B-53-0073	705.000 SY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20180313001 Project(s): 1005-10-81

Federal ID(s): WISC 2018135

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 005. B-53-0085	1,021.000 SY	_____.	_____.
0126	511.1200 Temporary Shoring (structure) 001. B-53-75	520.000 SF	_____.	_____.
0128	511.1200 Temporary Shoring (structure) 002. B-53-77	880.000 SF	_____.	_____.
0130	511.1200 Temporary Shoring (structure) 003. B-53-80	580.000 SF	_____.	_____.
0132	516.0500 Rubberized Membrane Waterproofing **p**	36.000 SY	_____.	_____.
0134	520.8000 Concrete Collars for Pipe	21.000 EACH	_____.	_____.
0136	520.8700 Cleaning Culvert Pipes	21.000 EACH	_____.	_____.
0138	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	2.000 EACH	_____.	_____.
0140	521.1024 Apron Endwalls for Culvert Pipe Steel 24-Inch	1.000 EACH	_____.	_____.
0142	521.3118 Culvert Pipe Corrugated Steel 18-Inch	100.000 LF	_____.	_____.
0144	521.3124 Culvert Pipe Corrugated Steel 24-Inch	7.000 LF	_____.	_____.
0146	522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch	247.000 LF	_____.	_____.
0148	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	196.000 LF	_____.	_____.
0150	522.0518 Culvert Pipe Reinforced Concrete Class V 18-Inch	379.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20180313001 Project(s): 1005-10-81

Federal ID(s): WISC 2018135

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	522.0524 Culvert Pipe Reinforced Concrete Class V 24-Inch	158.000 LF	_____	_____
0154	522.0554 Culvert Pipe Reinforced Concrete Class V 54-Inch	452.000 LF	_____	_____
0156	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	10.000 EACH	_____	_____
0158	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	13.000 EACH	_____	_____
0160	522.1054 Apron Endwalls for Culvert Pipe Reinforced Concrete 54-Inch	2.000 EACH	_____	_____
0162	524.0618 Apron Endwalls for Culvert Pipe Salvaged 18-Inch	3.000 EACH	_____	_____
0164	524.0624 Apron Endwalls for Culvert Pipe Salvaged 24-Inch	6.000 EACH	_____	_____
0166	550.2106 Piling CIP Concrete 10 3/4 X 0.365-Inch	1,060.000 LF	_____	_____
0168	550.2108 Piling CIP Concrete 10 3/4 X 0.50-Inch	560.000 LF	_____	_____
0170	603.8000 Concrete Barrier Temporary Precast Delivered	46,902.000 LF	_____	_____
0172	603.8125 Concrete Barrier Temporary Precast Installed	51,275.000 LF	_____	_____
0174	604.0500 Slope Paving Crushed Aggregate	524.000 SY	_____	_____
0176	606.0100 Riprap Light	170.000 CY	_____	_____
0178	606.0200 Riprap Medium	1,360.000 CY	_____	_____



Proposal Schedule of Items

Proposal ID: 20180313001 Project(s): 1005-10-81

Federal ID(s): WISC 2018135

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	611.0642 Inlet Covers Type MS	1.000 EACH	_____.	_____.
0182	611.3901 Inlets Median 1 Grate	1.000 EACH	_____.	_____.
0184	612.0406 Pipe Underdrain Wrapped 6-Inch **P**	1,124.000 LF	_____.	_____.
0186	614.0800 Crash Cushions Permanent	10.000 EACH	_____.	_____.
0188	614.0905 Crash Cushions Temporary	16.000 EACH	_____.	_____.
0190	614.2300 MGS Guardrail 3	63.000 LF	_____.	_____.
0192	614.2500 MGS Thrie Beam Transition	39.000 LF	_____.	_____.
0194	614.2620 MGS Guardrail Terminal Type 2	1.000 EACH	_____.	_____.
0196	616.0100 Fence Woven Wire (height) 001. 4-FT **P**	14,800.000 LF	_____.	_____.
0198	616.0700.S Fence Safety	2,680.000 LF	_____.	_____.
0200	618.0100 Maintenance And Repair of Haul Roads (project) 001. 1005-10-81	1.000 EACH	_____.	_____.
0202	619.1000 Mobilization	1.000 EACH	_____.	_____.
0204	624.0100 Water	3,150.000 MGAL	_____.	_____.
0206	625.0500 Salvaged Topsoil	137,000.000 SY	_____.	_____.
0208	627.0200 Mulching	137,000.000 SY	_____.	_____.
0210	628.1104 Erosion Bales	1,100.000 EACH	_____.	_____.



Proposal Schedule of Items

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0212	628.1504 Silt Fence	8,000.000 LF	_____.	_____.
0214	628.1520 Silt Fence Maintenance	4,000.000 LF	_____.	_____.
0216	628.1905 Mobilizations Erosion Control	10.000 EACH	_____.	_____.
0218	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH	_____.	_____.
0220	628.2004 Erosion Mat Class I Type B	61,000.000 SY	_____.	_____.
0222	628.2008 Erosion Mat Urban Class I Type B	36,300.000 SY	_____.	_____.
0224	628.2023 Erosion Mat Class II Type B	14,100.000 SY	_____.	_____.
0226	628.6510 Soil Stabilizer Type B	20.000 ACRE	_____.	_____.
0228	628.7005 Inlet Protection Type A	8.000 EACH	_____.	_____.
0230	628.7015 Inlet Protection Type C	3.000 EACH	_____.	_____.
0232	628.7504 Temporary Ditch Checks	2,800.000 LF	_____.	_____.
0234	628.7555 Culvert Pipe Checks	40.000 EACH	_____.	_____.
0236	628.7560 Tracking Pads	12.000 EACH	_____.	_____.
0238	628.7570 Rock Bags	315.000 EACH	_____.	_____.
0240	629.0205 Fertilizer Type A	102.000 CWT	_____.	_____.
0242	630.0120 Seeding Mixture No. 20	3,500.000 LB	_____.	_____.
0244	630.0130 Seeding Mixture No. 30	700.000 LB	_____.	_____.



Proposal Schedule of Items

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0246	630.0200 Seeding Temporary	5,450.000 LB	_____.	_____.
0248	633.0100 Delineator Posts Steel	74.000 EACH	_____.	_____.
0250	633.0500 Delineator Reflectors	103.000 EACH	_____.	_____.
0252	633.5200 Markers Culvert End	35.000 EACH	_____.	_____.
0254	634.0616 Posts Wood 4x6-Inch X 16-FT	2.000 EACH	_____.	_____.
0256	634.0618 Posts Wood 4x6-Inch X 18-FT	4.000 EACH	_____.	_____.
0258	637.2210 Signs Type II Reflective H	25.880 SF	_____.	_____.
0260	637.5453 Barricades Permanent Type III	8.000 EACH	_____.	_____.
0262	638.2102 Moving Signs Type II	24.000 EACH	_____.	_____.
0264	638.4000 Moving Small Sign Supports	25.000 EACH	_____.	_____.
0266	642.5401 Field Office Type D	1.000 EACH	_____.	_____.
0268	643.0300 Traffic Control Drums	77,120.000 DAY	_____.	_____.
0270	643.0420 Traffic Control Barricades Type III	3,415.000 DAY	_____.	_____.
0272	643.0705 Traffic Control Warning Lights Type A	6,830.000 DAY	_____.	_____.
0274	643.0715 Traffic Control Warning Lights Type C	7,150.000 DAY	_____.	_____.
0276	643.0800 Traffic Control Arrow Boards	635.000 DAY	_____.	_____.
0278	643.0900 Traffic Control Signs	6,930.000 DAY	_____.	_____.



Proposal Schedule of Items

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0280	643.1050 Traffic Control Signs PCMS	270.000 DAY	_____.	_____.
0282	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0284	645.0111 Geotextile Type DF Schedule A	151.000 SY	_____.	_____.
0286	645.0120 Geotextile Type HR	2,600.000 SY	_____.	_____.
0288	645.0130 Geotextile Type R	460.000 SY	_____.	_____.
0290	645.0220 Geogrid Type SR	9,264.000 SY	_____.	_____.
0292	646.1020 Marking Line Epoxy 4-Inch	48,450.000 LF	_____.	_____.
0294	646.3020 Marking Line Epoxy 8-Inch	2,790.000 LF	_____.	_____.
0296	646.6464.S Cold Weather Marking Epoxy 4-Inch	29,150.000 LF	_____.	_____.
0298	646.7220 Marking Chevron Epoxy 24-Inch	450.000 LF	_____.	_____.
0300	646.9010 Marking Removal Line Water Blasting 4-Inch	113,400.000 LF	_____.	_____.
0302	646.9110 Marking Removal Line Water Blasting 8-Inch	2,650.000 LF	_____.	_____.
0304	646.9210 Marking Removal Line Water Blasting Wide	430.000 LF	_____.	_____.
0306	649.0120 Temporary Marking Line Epoxy 4-Inch	78,100.000 LF	_____.	_____.
0308	649.0150 Temporary Marking Line Removable Tape 4-Inch	44,120.000 LF	_____.	_____.
0310	649.0220 Temporary Marking Line Epoxy 8-Inch	1,550.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20180313001 Project(s): 1005-10-81
Federal ID(s): WISC 2018135

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Table with 5 columns: Proposal Line Number, Item ID Description, Approximate Quantity and Units, Unit Price, Bid Amount. Rows include items like Temporary Marking Line Removable Tape, Temporary Marking Raised Pavement Marker, Conduit Rigid Nonmetallic, etc.



Proposal Schedule of Items

Proposal ID: 20180313001 Project(s): 1005-10-81
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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Table with 5 columns: Proposal Line Number, Item ID Description, Approximate Quantity and Units, Unit Price, Bid Amount. Rows include items like Incentive Strength Concrete Structures, On-the-Job Training Apprentice, On-the-Job Training Graduate, and various Special items (001-202).



Proposal Schedule of Items

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0372	SPV.0060 Special 203. Repair State Owned Crash Cushion Low Maintenance	1.000 EACH	_____.	_____.
0374	SPV.0060 Special 204. Emergency Response to Traffic Incident Involving Conc Barrier Temp Precast	4.000 EACH	_____.	_____.
0376	SPV.0060 Special 205. Emergency Response to Traffic Incident Involving Crash Cushion	2.000 EACH	_____.	_____.
0378	SPV.0060 Special 206. Emergency Response to Traffic Incident Involving Guard Rail or EAT	2.000 EACH	_____.	_____.
0380	SPV.0060 Special 401. Poles Wood 65-FT	1.000 EACH	_____.	_____.
0382	SPV.0060 Special 402. Install Wireless Mesh Radio Assembly	1.000 EACH	_____.	_____.
0384	SPV.0060 Special 403. Remove Poles Wood	1.000 EACH	_____.	_____.
0386	SPV.0060 Special 650. Salvage Terminal High-Tension Cable TL-3 Safence	2.000 EACH	_____.	_____.
0388	SPV.0060 Special 653. Utility Line Opening	10.000 EACH	_____.	_____.
0390	SPV.0090 Special 001. Compost Tube	3,700.000 LF	_____.	_____.
0392	SPV.0090 Special 002. Sawing Concrete Partial Depth	75.000 LF	_____.	_____.
0394	SPV.0090 Special 100. Pipe Boring & Jacking 54-Inch	252.000 LF	_____.	_____.
0396	SPV.0090 Special 200. Concrete Barrier Temporary Precast Left in Place	10,221.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20180313001 Project(s): 1005-10-81
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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Table with 5 columns: Proposal Line Number, Item ID Description, Approximate Quantity and Units, Unit Price, Bid Amount. Rows include items 0398 through 0418, and summary rows for Section 0001 and Total Bid.

PLEASE ATTACH SCHEDULE OF ITEMS HERE