

HIGHWAY WORK PROPOSAL

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

Proposal Number: **013**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Washington	2709-03-70	WISC 2018239	Lovers Lane; Cth Q To Cth E	STH 164

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: \$360,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: May 8, 2018 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 15, 2019	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 12%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: Mill, Grade, Base, Culvert Pipe, Storm Sewer, Concrete Pavement, Asphalt Pavement, Curb & Gutter, Beam Guard, Sidewalk, Signals, Lighting, FTMS, Signing, Wall Concrete Panel MSE, Wall Modular Block Gravity, Marking	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

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

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

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

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

Bidder

Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 2709-03-70, Lovers Lane, CTH Q to CTH E, STH 164, Washington 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 (20171130)

2. Scope of Work.

The work under this contract shall consist of excavation common, base aggregate dense, asphalt pavement, concrete curb and gutter, culverts, storm sewer, pavement marking, permanent signing, street lighting, traffic control, Structures R-66-39 and R-66-40, 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.

Work within wetlands shall not begin until the U.S. Army Corps of Engineers Section 404 Permit has been obtained.

Close STH 164 to all traffic between Pioneer Road and CTH E one time for a maximum of 30 calendar days during the 2018 construction season to complete deep marsh excavation and wick drain installation. Do not reopen STH 164 until all wick drains are installed and the sideslopes have been restored to a 3:1 maximum slope. Access to residents within the closure area shall be maintained at all times.

If the contractor fails to complete all deep marsh excavation and wick drain installation between Pioneer Road and CTH E within 30 calendar days the department will assess the contractor \$13,000 in interim liquidated damages for each calendar day that the roadway remains closed at 12:01 AM. 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.

Complete all work started in 2018 prior to 12:01 AM, November 16, 2018. With the exception of the deep marsh excavation area between Pioneer Road and CTH E, work shall only take place south of Station 251+25. Do not reopen STH 164 to through traffic until the binder course of asphalt has been placed on any reconstruction sections or milled surfaces. All asphalt paving shall be completed by November 1, 2018. All temporary pavement markings and signs required for winter shutdown shall be in place prior to opening STH 164 to through traffic. All traffic control devices not required for winter shutdown shall be removed from the project site prior to 12:01 AM, November 16, 2018.

If the contractor fails to complete all work started in 2018 and remove all traffic control devices not required for winter shutdown prior to 12:01 AM, November 16, 2018, the department will assess the contractor \$13,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, November 16, 2018. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

All existing dynamic speed signs along STH 164 shall remain in place until after April 1, 2019 unless approved in writing by the engineer.

Stage 2 work shall not begin until after April 1, 2019 unless approved in writing by the engineer.

Stage 3 work shall not begin until after June 10, 2019.

Complete all construction operations on STH 164 between Station 50+95 and Station 267+00 prior to 12:01 AM, August 24, 2019. Do not reopen STH 164 or STH 167 until all asphalt pavement (binder and surface courses), concrete curb and gutter, street lighting, pavement marking, and permanent signing are completed on STH 164 between Station 50+95 and Station 267+00.

If the contractor fails to complete all work between Station 50+95 and Station 267+00 prior to 12:01 AM, August 24, 2019, the department will assess the contractor \$28,000 in interim liquidated damages for each calendar day that the roadways remain closed after 12:01 AM,

August 24, 2019. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Replace standard spec 108.11 paragraph (3) as follows:

The department will assess \$13,000 in daily liquidated damages. The liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.

Sequence of Operations

Stage 1

South of STH 167

- Start work south of Station 251+25.
- Any work started in 2018 shall be completed prior to winter shutdown.
- All reconstruction sections started and existing asphalt surfaces that are milled shall be paved with the binder courses of asphalt prior to November 1, 2018.
- All work started including restoration, temporary pavement marking, and signage necessary for winter shutdown shall be in place prior to November 15, 2018.
- All traffic control devices not required for winter shutdown shall be removed from the project site as of November 1, 2018.

North of STH 167

- Marsh Excavation, wick drain installation, and placement of backfill to consolidate marsh excavation areas in deep marsh excavation areas between Pioneer Road and CTH E. STH 164 may be closed one time for a maximum of 30 calendar days during this stage.
- Clearing and Grubbing operations that can be completed using shoulder closures and/or off peak lane closures using flagging.

Stage 2

1. Construct STH 164 south of Station 251+25 as shown in Stage 2 of the Traffic Control Plans.
2. Install storm sewer crossing STH 167 just west of STH 164 utilizing flagging.
3. Construct retaining walls R-66-39 and R-66-40.

Stage 3

1. Continue construction of STH 164 south of Station 251+25 started in Stage 2.
2. Begin construction of STH 164 between Station 251+25 and northern project limits.
3. Construct all work along STH 167.
4. All work south of Station 267+00 shall be completed at the end of Stage 3.

Stage 4

- Complete all work along STH 164 north of Station 267+00 not completed in Stage 3.
- Place surface course of asphalt north of Station 267+00.
- Final pavement marking, signing, restoration north of Station 267+00.

Work Restrictions

Flagging shall only be allowed along segments of STH 164 and STH 167 open to through traffic during off peak hours. There are no time restrictions to using flagging in areas of STH 164, STH 167, or other sideroads that are closed to through traffic.

Construction activities shall not take place between 9:00 PM and 7:00 AM without the written consent of the engineer and local unit of government.

Local Traffic Access Route Restrictions:

Within roadways closed to through traffic the following requirements shall be met at all times without written approval of the engineer:

- One 11 foot lane in each direction with a 2 foot unpaved shoulder
- Acceptable driving surfaces include 6 inches or more of compacted and uniformly graded base aggregate dense, asphaltic surface, temporary, or permanent HMA Pavement.

Within reconstruction sections a 16 foot wide roadway may be used during grading of the roadway. During this time period access shall be restricted to residents with driveways within the closure area. Acceptable driving surfaces are compacted subgrade or 6 inches or more of compacted and uniformly graded base aggregate dense. The engineer may require a base aggregate dense roadway for all or part of the closure area if it determined that the compacted subgrade will not support vehicular traffic. Any costs associated with installing a base aggregate dense roadway are the responsibility of the contractor and no additional compensation shall be made. Grading work to be continuous. If the engineer determines that the work is not continuous the engineer may direct the contractor to provide a base aggregate dense local traffic access route meeting the requirements above. Any costs associated with installing a base aggregate dense roadway are the responsibility of the contractor and no additional compensation will be made.

The following segments of STH 164 are exempt from the Local Traffic Access Route Restrictions:

1. STH 164 from Monches Road to Station 130+00 during grading and storm sewer installation operations. The roadway shall be open to traffic once base aggregate has been placed on the roadway. Maintain access to the residential driveway at Station 104+75 RT at all times. Work within this segment shall be continuous to minimize the length of the closure. If the engineer determines that continuous work is not taking place the engineer shall notify the contractor to provide a base aggregate dense access route and to reopen the roadway to local traffic. Any costs associated with installing a base aggregate dense roadway are the responsibility of the contractor and no additional compensation shall be made.

2. STH 164 from Pioneer Road to CTH E for a one time 30 day closure to complete marsh excavation and wick drain installation. Maintain access to all driveways within the closure areas at all time.

Side roads that have alternate access may be closed with the written approval of the engineer prior to full closure of that roadway.

Short segments of one lane roadways may be used to complete certain construction operations within roadways closed to through traffic. One lane roadways shall be used according to Standard Detail Drawing Traffic Control, One Lane Road Stop Condition. One lane roadways shall not be left in place when active work operations are not taking place and shall not be left in place overnight or on weekends.

Storm sewer trenches shall not be left exposed overnight within the roadway or roadway clear zone.

Pave lower layer of HMA Pavement within 72 hours of milling. Once a surface is milled temporary pavement markings shall be placed on the milled surface.

All work on Shady Lane shall be completed prior to any excavation work along STH 164 from Station 50+95 to Station 74+50. Maintain access to all residences along Shady Lane at all times.

Material and Equipment Staging

Submit a map showing all proposed material stockpile, waste, or equipment storage locations to the engineer 14 days before either preconstruction or proposed use, whichever comes first. Identify the specific purposes for the location. Obtain written permits from the property owner, and submit two copies to the engineer before use. Do not stockpile or store materials or equipment on wetlands or other environmentally sensitive areas. All material stockpiles shall be stored outside of the work zone clear zone.

Work Zone Restrictions

The roadway clear zone within a road closed to through traffic during construction shall be defined as 8 feet from the edge of the travel lane when work is not actively taking place. The clear zone adjacent to an open roadway shall be 18 feet from the edge of the travel lane.

Drop offs greater than 6 inches within 4 feet of a traffic lane shall be graded or paved to maintain a 3:1 maximum slope. No additional payment shall be made for any labor or materials required to adhere to this restriction.

In segments closed to through traffic Uneven Pavement signs shall be placed whenever there is a drop off greater than 2 inches between the layers of pavement or between pavement and aggregate shoulder at the end of the work day. No additional payment shall be made for any labor or materials required to adhere to this restriction.

Work inside of the roadway clear zone including excavation, embankment construction, storm sewer, and electrical work shall be allowed during off peak hours in a section open to through traffic.

Patching Culvert Pipe Installation Trenches

Culverts crossing STH 164 in reconditioning segments shall be patched with HMA Pavement 3 MT 58-28 S and Base Aggregate Dense 1 ¼-Inch within 48 hours of completion of the culvert crossing. Culvert installation across STH 164 shall take place prior to the milling of the adjacent asphalt pavement. Culverts crossing STH 164 or any other roadways that are being reconstructed are not required to be patched since the roadway surface will be removed.

Asphaltic Surface Patching

Areas that require asphaltic surface patching shall be completed prior to the asphaltic surface milling operation. There may be additional asphalt patches to be completed after the asphaltic surface milling is complete as identified by the engineer

Private Entrances

Pave private entrances within 7 calendar days of mainline paving.

Winter Shutdown

The contractor shall not place asphalt between November 1 and April 1 without the written approval of the engineer. Additional payment will not be made for asphalt placed during extreme conditions without the written approval of the engineer.

Winter shutdown will commence when all contract work required for the interim completion date of November 15, 2018 has been completed. Do not resume work until April 1, 2019 unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned start of construction in 2019. Upon approval the engineer will issue a notice to proceed within 10 days of the approved start date.

Any roadway disturbed during the 2018 construction season shall be paved with binder prior to winter shutdown. Temporary pavement markings are required over winter shutdown. Centerline markings shall be determined using the Locating No-Passing Zones bid item. Dashed lines shall be 12.5' long with a 37.5' gap. White edgelines are required on all state highways and any other roadway that currently has edgelines.

The contractor is not responsible for snow removal or roadway maintenance during winter suspension with the exception of the following:

1. Culvert pipe maintenance in the Deep Marsh Excavation areas.
2. Temporary pavement marking maintenance.
3. Culvert pipe and storm sewer pipe trench patch maintenance.

An amendment to the Erosion Control Implementation Plan shall be required prior to work resuming in the Spring.

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.

In Stream Work Restrictions

No work shall take place in the Oconomowoc River or Coney River at any time.

Section Corners

SEWRPC or the Washington county Surveyor will perpetuate existing section corner monument. The engineer will contact SEWRPC and Washington County Surveyor, Ted Dumke two weeks before starting construction operations or before the preconstruction meeting to allow for section corner perpetuation.

Contact Information:

Attn: John Washburn
Southeastern Wisconsin Regional Planning Commission
W239 N1812 Rockwood Drive
P.O. Box 1607
Waukesha, WI 53187-1607
Phone (262) 953-4295
Fax (262) 547-1103
E-mail: jwashburn@sewrpc.org

Washington County Surveyor
Ted Dumke
Washington County Public Agency Center (PAC)
333 East Washington St.
P.O. Box 2003
West Bend, WI 53095-2003
Phone: (262) 335-4436
Fax: (262) 335-4171
Email: ted.dumke@co.washington.wi.us

4. Traffic.

Complete all work as shown in the traffic control plans. All variations from the traffic control plans shall be approved in writing at least 48 hours prior to any traffic control change.

Maintain emergency and local vehicular access at all times along STH 164, STH 167, and all local roadways within the project limits.

Notify the engineer, Wisconsin State Patrol, Washington County Sheriff's Department, and Richfield Fire Department 48 hours prior to all traffic control changes.

Coordinate traffic requirements under this project with other adjacent and concurrent department or local municipality projects. Contractor is responsible for implementing and coordinating with other contractors all traffic control as shown on the plans. Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

No operations shall proceed until all traffic control devices for such work are in the proper location.

All detour signing shall be erected and in place prior to detouring STH 164 and STH 167 traffic. Traffic Control Signs PCMS shall be installed 7 days in advance of the start of detours to alert drivers of an upcoming closures.

STH 164 shall not be closed to through traffic when the I-41 northbound loop ramp to westbound STH 60 is closed as part of project 1100-13-71. Coordinate schedules with the I-41 project. This project is anticipated to be complete prior to July 4, 2018.

Work requiring the road closure of Hubertus Road to local traffic only shall be completed during Stage 2. Hubertus Road shall not be closed to through traffic while STH 167 is closed and detoured.

Stagger side road closures so that access is maintained to all residences and businesses at all times.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

stp-108-057 (20161130)

Cancellations

Notify the engineer and Rebecca Klein, WisDOT Southeast Region Work Zone Engineer, (262) 822-5947, if there are any changes in the schedule, early completions, or cancellations of work on STH 164 or STH 167.

Definitions

Peak Hours:

- 7:00 AM to 9:00 AM Monday, Tuesday, Wednesday, Thursday and Friday
- 3:00 PM to 7:00 PM Monday, Tuesday, Wednesday, Thursday and Friday
- 10:00 AM to 7:00 PM Saturday and Sunday

Off Peak Hours:

- 9:00 AM to 3:00 PM Monday, Tuesday, Wednesday, Thursday and Friday
- 7:00 PM to 7:00 AM Monday, Tuesday, Wednesday, Thursday and Friday
- 7:00 AM to 10:00 AM Saturday and Sunday
- 7:00 PM to 7:00 AM Saturday and Sunday

Traffic Control Descriptions

Stage 1

1. Construct deep marsh excavations and wick drain installation between Pioneer Road and CTH E using a one time 30 calendar day detour of STH 164.
2. Posted detour uses CTH Q, CTH Y (Lannon Road), IH 41, and STH 60.

3. Only residents living between Pioneer Road and CTH E shall be allowed to access to the road closure area.
4. STH 164 closed to through traffic from CTH Q to STH 167.
5. Posted detour uses CTH Q, CTH Y (Lannon Rd), IH 41, and STH 60.
6. Maintain access for local traffic.
7. Access for local traffic may be from the nearest side road and not necessarily from the end of the STH 164 closure area.
8. STH 164 shall be closed to all traffic between Monches Road and Station 130+00 during grading operations between Station 98+00 and Station 130+00.
9. The contractor shall coordinate access to Parcel 29 during the roadway closure.

Stage 2

1. STH 164 closed to through traffic from CTH Q to STH 167.
2. Posted detour uses CTH Q, CTH Y (Lannon Rd), IH 41, and STH 60.
3. Maintain access for local traffic.
4. Access for local traffic may be from the nearest side road and not necessarily from the end of the STH 164 closure area.
5. STH 164 shall be closed to all traffic between Monches Road and Station 130+00 during grading operations.
6. The contractor shall coordinate access to Parcel 29 during the roadway closure.

Stage 3

- STH 164 closed to through traffic from CTH Q to 3500' north of CTH E.
 - o Posted detour uses CTH Q, CTH Y (Lannon Rd), IH 41, and STH 60.
 - o Maintain access for local traffic.
 - o Access for local traffic may be from the nearest side road and not necessarily from the end of the STH 164 closure area.
- STH 164 shall be closed to all traffic between Monches Road and Station 130+00 during grading operations.
 - o The contractor shall coordinate access to Parcel 29 during the roadway closure.
- STH 167 closed to through traffic from 1200' west of STH 167 to 1200' east of STH 167.
 - o Posted detour uses IH 41, STH 60, and CTH K.
 - o Maintain access for local traffic.
 - o Access for local traffic may be from the nearest side road and not necessarily from the end of the STH 167 closure area.

Stage 4

1. STH 164 closed to through traffic from STH 167 to 3500' north of CTH E.
2. Posted detour uses CTH Q, CTH Y (Lannon Rd), IH 41, and STH 60.
3. Maintain access for local traffic.
4. Access for local traffic may be from the nearest side road and not necessarily from the end of the STH 164 closure area.

5. **Holiday Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 164 and STH 167 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, Tuesday, July 3, 2018 to 6:00 AM Thursday, July 5, 2018 for Independence Day;
- From noon, Friday, August 31, 2018 to 6:00 AM Tuesday, September 4, 2018 for Labor Day;
- From noon, Wednesday, November 21, 2018 to 6:00 AM Monday, November 26, 2018 for Thanksgiving;
- From noon, Friday, May 24, 2019 to 6:00 AM Tuesday, May 28, 2019 for Memorial Day;
- From noon, Wednesday, July 3, 2019 to 6:00 AM Monday, July 8, 2019 for Independence Day;
- From noon, Friday, August 30, 2019 to 6:00 AM Tuesday, September 3, 2019 for Labor Day;
- From noon, Wednesday, November 27, 2019 to 6:00 AM Monday, December 2, 2019 for Thanksgiving.

stp-107-005 (20050502)

6. **Utilities.**

This contract comes under the provision of Administrative Rule Trans 220.

This contract implements a project initiative sponsored by the Federal Highway Administration, entitled Every Day Counts (EDC). This EDC project initiative is designed to identify and deploy new techniques in utility coordination aimed at shortening project delivery and assist construction activities.

This project has been selected by the Wisconsin Department of Transportation as a pilot project for the implementation of EDC and includes the following techniques in utility coordination:

UTILITY DETAIL (Section 2)

UTILITY CONFLICT MATRIX (Section 2)

The UTILITY DETAIL and UTILITY CONFLICT MATRIX reflect a joint effort between the designer and each affected utility to identify potential conflicts between the existing utility facility and the contract highway improvement.

The locations of the existing utility facilities as shown in the UTILITY DETAIL are approximate. There may be other utility installations in the project area that are not shown on the UTILITY DETAIL.

The locations of new and relocated facilities are not shown on the UTILITY DETAIL.

The locations of potential conflicts and resolutions to conflicts with roadway construction are listed on the UTILITY CONFLICT MATRIX. See the UTILITY CONFLICT MATRIX for additional information about specific utility facility relocations.

Some of the utility work is dependent on work being performed by the contractor at a specific site. Provide the utility at least a 14 calendar days' notice in advance of when the prior work will be complete and the site will be available to the utility.

Coordinate construction activities with a call to Digger's Hotline or a direct call to the utilities for the underground facilities in the area, as required per statutes. Use caution to maintain the integrity of underground utilities and maintain OSHA code clearances from overhead facilities at all times.

AT&T Wisconsin has aerial and underground communication facilities within the project limits. AT&T Wisconsin's contact is Jeff Oldenburg, (262) 896-7522, jo2376@att.com.

Charter Communications has aerial and underground communication facilities within the project limits. Charter Communications' contact is Tom Harycki, (262) 429-1235 Ext 20702, tom.harycki@charter.com.

Frontier has aerial and underground communication facilities within the project limits. Frontier's contact is Russ Ryan, (920) 583-3275, russell.w.ryan@ftr.com.

WE Energies Electric has aerial and underground electric facilities within the project limits. WE Energies Electric's contact is Alicia Holdorf, (414) 944-5585, alicia.holdorf@we-energies.com.

WE Energies Gas has underground gas facilities within the project limits. WE Energies Electric's contact is Alicia Holdorf, (414) 944-5585, alicia.holdorf@we-energies.com.

Windstream KDL has underground and aerial communication facilities within the project limits. Windstream KDL's contact is Nathan Becker, (262) 792-7938, nathan.becker@windstream.com.

7. **Other Contracts.**

Modifications to the traffic control plan may be required by the engineer to coordinate work undertaken by others. The following contracts are anticipated to be under construction within the time period of the contract, unless otherwise indicated:

Project 1100-13-71

Milwaukee to Fond Du Lac Road, IH 41 Northbound Loop Ramp and STH 60 – 2018 construction season only.

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

The department has applied for a U.S. Army Corps of Engineers Section 404 permit. This permit is anticipated to be obtained prior to the letting. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Doug Cain, (262) 548-5603 stp-107-054 (20080901)

9. Erosion Control.

The contractor shall prepare and submit an erosion control implementation plan (ECIP) for the project including borrow sites, material disposal sites, dust control, and dewatering according to Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan will identify how the contractor intends to implement the project's erosion control plan.

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide 1 copy of the ECIP to WisDOT and 1 copy of the ECIP to the WDNR Liaison, Kristina Betzold, (414) 263-8517, kristina.betzold@wisconsin.gov. Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department. A staged ECIP may be required for this project as new areas of the project are disturbed. An ECIP amendment shall be needed prior to Spring startup. A 14 day review period should be allowed for each ECIP amendment. Provide the approved ECIP amendment to the engineer prior to Spring startup.

Re-topsoil of graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 calendar days after placement of topsoil. If graded areas are left exposed for more than 14 calendar days, seed those areas with temporary seed and mulch.

The ECIP shall include a plan for controlling dust to the maximum extent practicable through water or chemical application. The plan shall include details on how sediment tracked from the project site onto roadways will be controlled.

When performing roadway cleaning operations, the contractor shall use equipment having vacuum or water spray mechanism to eliminate the dispersion of dust. If vacuum equipment is employed, it shall have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

Stockpile excess material or spoils on upland areas away from wetlands, floodplains and waterways. Stockpiled soil shall be protected against erosion. If stockpiled material is left for more than 14 calendar days, seed the stockpile with temporary seed and mulch.

If sufficient vegetative cover will not be achieved because of late season construction, the site must be properly winterized. A plan for over-wintering the project or a specific project area should be compiled and submitted to the Wisconsin DNR in an amendment to the ECIP.

When performing sawcutting operations, concrete slurry shall be squeegeed off to the shoulder gravel and not allowed into ditches and wetlands.

Construction materials and debris, including fuels, oil, and other liquid substances, shall not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at 1 (800) 943-0003.

Do not pump water from the construction site to a storm water conveyance without the water first passing through a sediment trap or filter bag. See the Special Provision article titled "Maintaining Drainage" for dewatering requirements.

Any release of sediment-laden water from the work site that enters a wetland or waterway should be reported to the Wisconsin DNR liaison within 24 hours.

10. Environmental Protection, Aquatic Exotic Species Control.

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

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

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels prior to being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into

contact with potentially infested waters. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection_protocols.pdf for disinfection:

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

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

11. Maintaining Drainage.

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

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

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

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

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

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

sef-107-016 (20170310)

12. Contractor's Use of the Highway Right-of-Way in Archeological Areas.

Supplement standard spec 107.9 with the following:

Areas of potential archeological significance have been identified within the project corridor.

No ground disturbance will be allowed outside the slope intercept in this area.

Archeological Area: First Presbyterian Church Cemetery (BWT-0035) (Station 328+65 to Station 331+13).

The First Presbyterian Church Cemetery is in close proximity to roadway construction.

An archeologist shall be on site at all times when excavation is taking place adjacent to this site to monitor construction activities.

An archaeologist qualified to excavate human burial sites (per Wis. Stats. 157.70 (1) (i) and Wis. Admin Code § HS 2.04 (6) (a)) will oversee the monitoring activities. The WisDOT PM/construction engineer shall take measures to ensure that cemetery site BWT-0035 is not used for borrow or waste disposal and the site area should not be used for the staging of personnel, equipment and/or supplies.

Coordinate with WisDOT Environmental Services Section (Lynn Cloud (608) 266-0099) in regards to scheduling the archaeologist. A two week advance notice of any ground disturbance is required to ensure availability of the archaeologist.

No ground disturbing activities shall occur beyond the currently proposed project area without prior permission from the WHS in the area near cemetery site: BWT-0035, per Wis. Stat. 157.70.

13. Construction Over or Adjacent to Navigable Waters.

The Oconomowoc River and Coney River are classified as navigable waterways under standard spec 107.19

stp-107-060 (20171130)

14. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 9:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer and local unit of government.
stp-107-001 (20060512)

15. 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 a meeting one week prior to each traffic staging change. The contractor shall arrange for a suitable location for the meetings that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for the meetings. The contractor shall schedule the meetings with at least two weeks' prior notice to the engineer to allow for these notifications.
stp-108-060 (20141107)

16. Notice to Contractor – Special Events.

The Richfield Historical Society will be hosting two events at the Richfield Nature & Historical park that will require access to be maintained at all times during those events.

- July 28, 2018
- September 15 – September 16, 2018
- July 27, 2019
- September 14 – September 15, 2019

Contact Quint Miller, (262) 224-0840, at least 14 calendar days prior to the events to coordinate access to the park during these special events.

17. Notice to Contractor – Select Subgrade Improvement Backfill Materials.

Breaker Run has been specified for the select subgrade improvement backfill material for portions of the project. There are several large cuts located elsewhere on the project. If the engineer determines that excavated material from those cuts meets the specification for Pit Run the engineer may direct the contractor to use 16" of this material with Geotextile Type SR in lieu of Breaker Run. If the engineer directs the contractor to use waste material that meets the specification for Pit Run, payment for the Geotextile Type SR shall be made using the unit price bid in the contract. Payment for the backfill material shall be made using the unit price for Pit Run bid in the contract.

The department will not allow a Cost Reduction Incentive as described in standard spec 104.10 for any elimination and/or modification of the select subgrade improvements represented in the plan. The department will not apply standard spec 109.5 for the total elimination or partial elimination, whether by the department or by the contractor, of the breaker run item represented for subgrade improvement.

18. Notice to Contractor – Potential Waste Site.

The contractor may use WisDOT right-of-way along the west side of STH 164 between Station 75+00 and Station 91+00 as a potential waste site. The engineer must approve the use of this site in writing prior to any material being placed at this site. Drainage shall be maintained at all times and any material placed shall not create a sight distance hazard for vehicles turning onto STH 164 from any sideroads. Any additional culvert pipes, endwalls, or other structures required to maintain drainage are the responsibility of the contractor and no additional payment will be made for additional drainage structures. There are no height restrictions to any berm that is constructed but all slopes shall be 4:1 or flatter with a 6 foot wide flat spot on top.

The contractor is responsible for restoring the waste site with topsoil, seed, fertilizer, and mulch or erosion mat. Any permits required from the Village of Richfield or the Wisconsin Department of Natural Resources are the responsibility of the contractor and shall be approved prior to any material being placed at this waste site. Maintain proper clearances to all overhead utilities at all times. The contractor shall notify the owners of all buried utilities prior to placement of any waste material. If a utility determines that their utility facility will need to be adjusted any costs to relocate the utility will be the responsibility of the contractor and no additional payment will be made for utility adjustments.

19. Notice to Contractor – Potential Waste Site.

The contractor is advised to contact Washington County to use Heritage Trails County Park as a potential waste site. Washington County will only accept clean fill material. Contact Scott Schmidt (262) 335-6881 to coordinate the use of Heritage Trails County Park as a waste site.

20. Notice to Contractor – Parcel 28 Potential Waste Site.

The contractor is advised to contact the owner of Parcel 28, Dennis Stuetgen (262-352-1905), as a possible waste site adjacent to the project.

21. Notice to Contractor – Parcel 29 Temporary Limited Easement.

The contractor shall not store or refuel construction equipment within the temporary limited easement on parcel 29.

The depth of topsoil within the temporary limited easement shall be measured by the contractor during topsoil removal for the temporary sedimentation basin. Provide this depth to the engineer. After the removal of the temporary sedimentation basin the topsoil shall be replaced to the same depth as the existing topsoil depth or 24 inches, whichever is greater.

22. Notice to Contractor – Parcel 50 Clearing and Grubbing.

The owner of parcel 50 has expressed interest keeping all timber removed from his property. Contact the property owner directly prior to clearing any timber to coordinate a suitable location for the excess timber and to coordinate the type and size of wood the property owner would like to keep. The timber or excess brush shall not be stored within the public right-of-way or any temporary limited easements acquired for this project.

23. Notice to Contractor – Potential Field Office Space.

The Richfield Volunteer Fire Company has identified the potential to lease the vacant fire house at 1101 STH 164 for use as field facilities. Contact Dan Neu at (262) 628-0177 or dan.neu@richfieldfire.com.

24. Clearing and Grubbing – Emerald Ash Borer.

This applies to projects in the emerald ash borer (EAB) quarantined zones to include: Adams, Brown, Buffalo, Calumet, Columbia, Crawford, Dane, Dodge, Door, Douglas, Fond du Lac, Grant, Green, Iowa, Jackson, Jefferson, Juneau, Kenosha, Kewaunee, La Crosse, Lafayette, Manitowoc, Marquette, Milwaukee, Monroe, Oneida, Outagamie, Ozaukee, Portage, Racine, Richland, Rock, Sauk, Sheboygan, Trempealeau, Vernon, Walworth, Washington, Waukesha, Winnebago and Wood counties.

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:

1. 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.
2. 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.
3. 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.

4. White ash (*F. americana*) tends to occur primarily in upland forests, often with *Acer saccharum*.

The quarantine of ash trees includes all horticultural cultivars of the species listed above.

Note that blue ash twigs are 4-sided. All other Wisconsin ash trees have round stems. Also, 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 florescent lime flagging tied around the trunk perimeter.

Follow and obey the following Wisconsin Department of Agriculture, Trade, and Consumer Protection order:

ATCP 21.17 Emerald ash borer; import controls and quarantine.

Importing or Moving Regulated Items from Infested Areas; Prohibition.

Except as provided in subparagraph (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.

Regulated Items. The following are regulated items for purposes of subparagraph (1):

1. The emerald ash borer, *Agrilus planipennis* Fairmaire in any living stage.
2. Ash trees.
3. Ash limbs, branches, and roots.
4. Ash logs, slabs or untreated lumber with bark attached.
5. Cut firewood of all non-coniferous species.
6. Ash chips and ash bark fragments (both composted and uncomposted) larger than one inch in diameter.
7. 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

- a) The quarantine means that ash wood products may not be transported out of the quarantined area.
- b) 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 the 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).
- 5. Burning chips is optional if in compliance with standard spec 201.3.
- 6. Chips must be disposed of immediately if not used for project mulching and may not be stockpiled and left on site for potential transport by others. Chips may be stockpiled **temporarily** if they will be used for project mulching and **are not readily accessible to the public**.
- 7. Chipper equipment must be cleaned following post-chipping activities to ensure no spread of wood chip debris into non-quarantined counties.

Ash logs, Branches, and Roots

- a) May be buried without chipping within the existing right-of-way or on adjacent properties according to standard spec 201.3 (14)(15).
- b) May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).
- c) Burning is optional if in compliance with standard spec 201.3.
- d) Ash logs, branches, and roots must be disposed of immediately and may not stockpiled.
- e) All additional costs will be incidental to clearing and grubbing items.
- f) Do not bury or use mulch in an area that will be disturbed again during later phases of the project.
- g) Anyone moving firewood or ash products from the state or these counties is subject to state and federal fines up to \$1,000.00. All fines are the responsibility of the contractor. Obtain updated quarantine information at the DNR Firewood Information Line at 1-800-303-WOOD.

Furnishing and Planting Plant Materials

Supplement standard spec 632.2.2 with the following:

Ash trees may be obtained from inside or outside the quarantine area and planted within the quarantined area. Ash trees from within the quarantine area may not be transported and planted into the non-quarantined area.

Updates for Compliance

Each year, as a service, the Wisconsin department of agriculture, trade and consumer protection distributes an updated federal CFR listing to nursery license holders and other affected persons in this state. More frequent updates, if any, are available on the Department of Agriculture, Trade, and Consumer Protection (DATCP) website at www.datcp.state.wi.us. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from the DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the following address:

Wisconsin Department of Agriculture, Trade and Consumer Protection
Division of Agricultural Resource Management
P.O. Box 8911
Madison WI 53708-8911

Regulated Items

More frequent updates, if any, are available on the DATCP website at www.datcp.state.wi.us. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the above address.

25. Removing Pipe Gate, Item 204.9060.S.01.

A Description

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

B (Vacant)

C Construction

Construct according to standard spec 204. Backfill any holes below subgrade with Backfill Granular. Backfill Granular shall be incidental to the removal item.

D Measurement

The department will measure Removing Pipe Gate by each unit, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Pipe Gate	EACH

Payment is full compensation for removing the pipe gates, posts, and any concrete bases connected to the pipe gate or support posts; for backfilling any holes below subgrade with Backfill Granular; and for disposal of all materials.

26. Removing Private Sign, Item 204.9060.S.02.**A Description**

This special provision describes removing and disposing of privately owned signs located within the right-of-way according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)**C Construction**

Construct according to standard spec 204. Backfill any holes below subgrade with Backfill Granular. Backfill Granular shall be incidental to the removal item.

D Measurement

The department will measure Removing Private Sign by each unit acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.02	Removing Private Sign	EACH

Payment is full compensation for removing signs, support posts, and concrete bases; for backfilling any holes below subgrade with Backfill Granular; for removing the signs, posts, and bases from the site; and for disposal of all materials.
stp-204-025 (20150630)

27. Removing Bollards, Item 204.9060.S.03.**A Description**

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

B (Vacant)

C Construction

Construct according to standard spec 204. Backfill any holes below subgrade with Backfill Granular. Backfill Granular shall be incidental to the removal item.

D Measurement

The department will measure Removing Bollards by each unit, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.03	Removing Bollards	EACH

Payment is full compensation for removing bollards; for backfilling all holes with Backfill Granular; and disposal of surplus materials.

stp-204-025 (20150630)

28. Removing Light Pole, Item 204.9060.S.04.**A Description**

This special provision describes removing a privately owned light pole within the right-of-way according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)**C Construction**

De-energize the light pole prior to its removal. Coordinate de-energizing of the light pole with the adjacent property owner.

Remove all light poles, lighting units, and any concrete bases that are encountered. Properly dispose of all materials off of state right-of-way.

Backfill all holes below subgrade with Backfill Granular. The cost of the Backfill Granular shall be incidental to removing the light pole.

D Measurement

The department will measure Removing Light Pole by each unit, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.04	Removing Light Pole	EACH

Payment is full compensation for de-energizing and disconnecting the light pole; for removing the light pole, lighting unit, and concrete base; for backfilling all holes with Backfill Granular; and for disposal of all surplus materials.
stp-204-025 (20150630)

29. Removing Solar Flashing Beacon and Pole, Item 204.9060.S.05.

A Description

Work under this item shall consist of removing flashing beacon and pole and footing. See signing plans for location. This is the pole, sign and beacon for the STOP signs.

B (Vacant)

C Construction

Remove flashing beacon, pole, electrical and concrete footing; backfill the resulting holes, and dispose of all materials outside of the right-of-way according to standard spec 203.3.5. Concrete footing shall be removed to 2 feet below the existing ground. The reinforcement shall be cut off flush with the top of the concrete. This is all incidental to Removing flashing beacon and pole. Solar Beacon, control box and pole are property of WisDOT. Turn over the existing beacon and pole to Sign Shop in West Allis on 60th Street. Contact Dennis Cauley, WisDOT Electrical Field Unit, (414) 266-1170 for arrangement of delivery. Do not disassemble.

D Measurement

The department will measure Removing Solar Flashing Beacon and Pole, by each unit, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.05	Removing Solar Flashing Beacon and Pole	EACH

Payment is full compensation for disassembling, removing, including concrete footings, and all attached components, backfilling, and disposal of all materials. Backfill all holes as provided in 203.3.5, and transporting all salvaged materials to Sign Shop.

30. Removing Timber Retaining Wall STA 74+35 RT, Item 204.9105.S.01; STA 163+00 RT STH 167, Item 204.9105.S.02.

A Description

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

B (Vacant)

C Construction

Construct according to standard spec 204. Backfill any holes below subgrade with Backfill Granular. Backfill Granular shall be incidental to the removal item.

All timbers and other wall elements shall be removed and properly disposed of outside of the project limits. Any bases shall be removed to 2 feet below finished subgrade.

D Measurement

The department will measure Removing Timber Retaining Wall by the lump sum, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.01	Removing Timber Retaining Wall STA 74+35 RT	LS
204.9105.S.02	Removing Timber Retaining Wall STA 163+00 RT STH 167	LS

Payment is full compensation for removing the wall and any bases; for backfilling all holes with Backfill Granular; and disposal of surplus materials.

31. Removing Modular Block Retaining Wall STA 230+30 LT, Item 204.9105.S.03.

A Description

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

B (Vacant)**C Construction**

Construct according to standard spec 204. Backfill any holes below subgrade with Backfill Granular. Backfill Granular shall be incidental to the removal item.

Remove all modular block wall units and dispose of them properly outside the project limits.

D Measurement

The department will measure Removing Modular Block Retaining Wall by the lump sum, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.03	Removing Modular Block Retaining Wall STA 230+30 RT	LS

Payment is full compensation for removing modular block wall units; for backfilling all holes with Backfill Granular; and disposal of surplus materials.

32. Removing Stone Wall STA 18+25 LT Shady Lane, Item 204.9105.S.04; STA 19+25 LT Shady Lane, Item 204.9105.S.05; STA 18+75 RT Shady Lane, Item 204.9105.S.06.

A Description

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

B (Vacant)**C Construction**

Construct according to standard spec 204. Backfill any holes below subgrade with Backfill Granular. Backfill Granular shall be incidental to the removal item.

D Measurement

The department will measure Removing Stone Wall (location) by the lump sum, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.04	Removing Stone Wall STA 18+25 LT Shady Lane	LS
204.9105.S.05	Removing Stone Wall STA 19+25 LT Shady Lane	LS
204.9105.S.06	Removing Stone Wall STA 18+75 RT Shady Lane	LS

Payment is full compensation for removing stone walls; for backfilling all holes with Backfill Granular; and disposal of surplus materials.

33. Removing Traffic Signals STH 164 & Pleasant Hill Road, Item 204.9105.S.09.

A Description

This special provision describes removing existing Traffic Signals at the STH 164 & Pleasant Hill Rd. as shown on the plans, according to the pertinent provisions of standard spec 204, and as hereinafter provided. Specific removal items are noted in the plans.

B (Vacant)**C (Vacant)**

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

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

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

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. Ensure that all access hand-hole doors and all associated hardware remain intact. Dispose of the underground signal cable and internal wires off the state right-of-way. Deliver the remaining materials to the West Allis Electrical Service Facility at 935 South 60th Street, West Allis, Milwaukee County. Contact the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to delivery to make arrangements.

D Measurement

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

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.09	Removing Traffic Signals STH 164 & Pleasant Hill Road	LS

Payment is full compensation for disassembling and removing all poles, signal heads, wiring, and mounting devices; and for transporting all salvaged materials to the Sign Shop. stp-204-025 (20150630)

34. Removing Solar Device and Pole, Item 204.9105.S.10.**A Description**

Work under this item shall consist of removing solar device, dynamic sign and/or beacon and pole and removing old footing. The static sign on the structure is paid for under a separate pay item, e.g Signs Type II. See signing plans for location.

B (Vacant)

C Construction

Remove solar device, dynamic sign and/or beacon, pole, and solar electrical. Remove footing and backfill the resulting holes, and dispose of all materials outside of the right-of-way according to standard spec 204.3 and 638.3. Concrete footing shall be removed to 2' below the existing ground. The reinforcement shall be cut off flush with the top of the concrete. The footing shall be then covered with topsoil and seeded. This is all incidental to Removing Solar Device and Pole.

D Measurement

The department will measure Removing Solar Device and Pole as a single lump sum unit of work, in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.10	Removing Solar Device and Pole	LS

Payment in full compensation for disassembly and removal, including concrete footings, backfilling, and disposal of all materials.

35. Removing Concrete Ditch Lining, Item 204.9180.S.01.

A Description

This special provision describes removing concrete ditch lining 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 Ditch Lining by the square yard, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9180.S.01	Removing Concrete Ditch Lining	SY

Payment is full compensation for breaking and removing all concrete; for hauling all material off of the project site; and for disposal of all surplus materials.

36. Excavation Common, Item 205.0100.

Add the following to standard spec 205.3:

The DOT Select Site process must be adhered to for clean fill or any other material that leaves the work site. The WDNR liaison will review all proposed select sites and a site visit may be required. Filling of wetlands, waterways, or floodplain shall not be allowed unless the owner acquires the required permits. No new impermeable surfaces shall be left at a select site (including gravel roads or pads), unless the site owner attains the required permits. Contaminated materials leaving the site shall adhere to the Hazardous Materials Management Plan.

Add the following to standard spec 205.5.2(1) of the standard specs:

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

Identify all excavation required for the project, shrinkage and swell factors, anticipated material available for embankment if stockpiling or off-site disposal is required, and location of material to be placed in embankment on the earth flow diagrams.

The earth flow diagram will show placement of roadway embankment utilizing roadway and drainage excavation or excavation for structures in the following priority order:

1. Special Excavation
2. Roadway Excavation
3. Drainage Excavation
4. Structure Excavation

Any deviation from this priority placement due to sequencing of removals or other staged constraints will require approval from the engineer, and will require an update to the earth flow diagram.

Attend bi-weekly earthwork meeting scheduled by the engineer to discuss earth flows, borrow sites, soil drying and strengthening, and other upcoming earthwork activities and technical issues.

37. Excavation Marsh, Item 205.0400.

Add the following to standard spec 205.3:

Maintain roadway sideslopes during deep marsh excavation consolidation so that slopes are 3:1 or flatter at all times and that drop offs along the edge of shoulder are 6 inches or less at all times.

Add the following to standard spec 205.5:

Payment for Excavation Marsh shall include maintaining roadway sideslopes during deep marsh excavation consolidation including providing additional fill material, shaping and compacting the roadway sideslope, and any other labor and incidentals required to complete the work.

38. Embankment Construction.

Construct the proposed embankments from Station 370+00 to Station 376+00 and Station 409+50 to Station 410+50, according to the plan, standard spec 207, and as hereinafter provided.

The embankment fill shall be placed to the extent of the proposed side slopes.

Any deep marsh areas that are excavated shall be backfilled by the end of that work day unless otherwise approved by the engineer.

The control and placement of embankment fill will be based on the results of monitoring geotechnical instrumentation in the field. Install the vibrating wire piezometer instrumentation system at locations PZ1, PZ2, PZ3 and PZ4 after excavation and backfilling up to 2 feet above original ground and installation of the strip drains.

Construct and compact the fill according to standard spec 207.3.6.2.

The engineer may stop embankment construction operations at any time if instrumentation monitoring indicates impending movement or instability of the embankment fill.

Cooperate with the department and its representatives in the monitoring and protection of the geotechnical instrumentation in the embankment. Conduct construction activities such that the department has reasonable access to the terminal boxes and other geotechnical instrumentation. Take all necessary precautions to ensure that all geotechnical instrumentation is not damaged, displaced, or misaligned by contractor activities. Furthermore if a geotechnical instrument is damaged by construction operations, the contractor shall pay for the repair of the geotechnical instrument, or if necessary, the replacement and installation of a new geotechnical instrument.

Do not use excavated organic material for any portion of the embankment fill except as topsoil for landscaping purposes.

39. Settlement Gauges, Item 205.2000.S.

A Description

This special provision describes furnishing and installing the settlement gauges and extensions according to the details shown on the plans and as hereinafter provided.

B (Vacant)

C Construction

Compact embankment material in the immediate vicinity of the riser pipe to specification requirements, taking all precautions to keep alignment of the riser and the cover pipes vertical at all times. When the embankment reaches a level approximately 12 inches below the top of the riser, notify the engineer; the engineer may direct that an additional section of riser and cover be installed.

Take all necessary precautions to ensure that the settlement gauges are not damaged, displaced or misaligned. If a gauge is damaged, immediately repair or replace it at no expense to the department.

D Measurement

The department will measure Settlement Gauges completed according to the contract and accepted in units.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
205.2000.S	Settlement Gauges	EACH

Payment is full compensation for furnishing and placing settlement gauges; protecting the gauges; and repairing or replacing gauges as necessary.
stp-205-007 (20080902)

40. 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.

<http://wisconsindot.gov/rdwy/cmm/cm-08-00toc.pdf>

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 certifications with HTCP numbers, and expiration dates, 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. Testing frequency:

Contract Quantity	Minimum Required Testing per source
≤ 6000 tons	One stockpile test before 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 before 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 testing may be waived for contract bid item 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:

SAMPLING AND TESTING ROLES	TEST STANDARD	REQUIRED CERTIFICATION
Random Sampling of Materials Sampling Aggregates	ASTM D3665 AASHTO T2 ^[1]	Transportation Materials Sampling Technician (TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG)
Percent passing the 200 Sieve Gradation Moisture Content Fractured Faces	AASHTO T11 AASHTO T27 AASHTO T255 ASTM D5821	Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG)
Liquid and Plasticity Index	AASHTO T89 AASHTO T90	Aggregate Testing for Transportation Systems (ATTS) Grading Technician I (GRADINGTEC-1) Grading Assistant Certified Technician (ACT-Grading)
Plasticity Check	AASHTO T90	Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG) Grading Technician I (GRADINGTEC-1) Grading Assistant Certified Technician (ACT-Grading)

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

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

B.3 Laboratory

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

Materials Management Section

3502 Kinsman Blvd.

Madison, WI 53704

Telephone: (608) 246-5388

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

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

(1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within one business day after obtaining a sample. Post or distribute tabulated results using a method mutually agreeable to the engineer and contractor.

B.4.3 Control Charts

(1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.

(2) Provide control charts to the engineer within one business day after obtaining a sample. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:

1. Contractor individual QC tests.
2. Department QV tests.
3. Department IA tests.
4. Four-point running average of the QC tests.

(3) Except as specified under B.8.2.1 for nonconforming QV placement tests, include only QC placement tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

B.5 Contractor Testing

(1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.

(2) Perform one stockpile test from each source before placement. One stockpile test may be used for multiple projects up to 60 calendar days.

(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 watering and 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 before 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 watering and 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 (20171130)

41. QMP Base Aggregate Dense 1 1/4-Inch Compaction, Item 371.1000.S.

A Description

- (1) This special provision describes modifying the compaction and density testing and documentation requirements of work done under the Base Aggregate Dense 1 1/4-Inch bid items. Conform to standard spec 305 as modified in this special provision and to the contract QMP Base Aggregate article.
- (2) Provide and maintain a quality management program. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process related to construction of dense graded base which meets all the requirements of this provision.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures. <http://wisconsin.gov/rdwy/cmm/cm-08-00toc.pdf>
- (4) This special provision applies to Base Aggregate Dense 1 1/4-Inch material placed on the mainline traveled way and adjacent mainline shoulders according to the typical finished sections. Unless otherwise specified by the contract, all Base Aggregate Dense 1 1/4-Inch material placed on side roads, private and public entrances, ramps, tapers, turn lanes, and other locations not described as the mainline traveled way and its adjacent mainline shoulders is exempt from the compaction and density requirement modifications and testing contained within this special provision.

B (Vacant)

C Construction

C.1 General

- (1) The engineer shall approve the grade before placement of the base. Approval of the grade shall be according to applicable provisions of the standard specifications.

Add the following to standard spec 305.3.2.2:

- (3) Compact the 1 1/4-Inch dense graded base to a minimum of 93.0% of the material target density. Ensure that adequate moisture is present during placement and compaction operations to prevent segregation and to help achieve compaction.
- (4) The material target density will be identified using one of the following methods:
 1. For 1 1/4-Inch dense graded base composed of ≤20% reclaimed asphaltic pavement (RAP) or crushed concrete (RCA), as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve: maximum dry density according to AASHTO T-180, Method D, with correction for coarse particles as determined by AASHTO T224, and modified to require determination of Bulk Specific Gravity (G_m) according to AASHTO T 85. Bulk Specific Gravities determined according to standard spec 106.3.4.2.2 for aggregate source approval may be utilized

2. For 1 1/4-Inch dense graded base composed of >20% RAP or RCA, as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor may choose from the following options:
 - 2.1. Maximum dry density as determined by AASHTO T-180, Method D, with correction for coarse particles as determined by AASHTO T224, and modified to require determination of Bulk Specific Gravity (G_m) according to AASHTO T 85.
 - 2.2. Maximum wet density as determined by AASHTO T-180, Method D, modified to define *Maximum Density* as the wet density in pounds per cubic foot of soil at optimum moisture content using Method D specified compaction, with correction for coarse particles as determined by AASHTO T224, and modified to require determination of Bulk Specific Gravity (G_m) according to AASHTO T 85.
 - 2.3. Average of 10 random control strip wet density measurements as described in section C.2.5.1.
- (5) Base Aggregate Dense 1 1/4-Inch will be accepted for compaction on a target density lot basis.
- (6) Field density tests on materials using contractor elected target density methods C.1(4).2.2 or C.1(4).2.3 will not be considered for lot acceptance on the basis of compaction under the requirements of this provisions until the moisture content of the in-place material is less than 2.0 percentage points above the maximum wet density optimum moisture or 2.0 percentage points of the average moisture content of the 10 density tests representing a control strip, respectively.

C.2 Quality Management Program

C.2.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer no later than 10 business days before placement of material. Do not place any dense graded base before the engineer reviews and accepts the plan. Construct the project as the plan provides.
- (2) Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:
 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
 3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
 4. Descriptions of stockpiling and hauling methods.
 5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
 6. Location of the QC laboratory, retained sample storage, and other documentation.

7. A summary of the locations and calculated quantities to be tested under this provision.
8. A description of placement methods and operations. Including, but not limited to: staging, construction of an initial working platform, lift thicknesses, and equipment.

C.2.2 Pre-Placement Meeting

A minimum of two weeks before the start of placement of Base Aggregate Dense 1 1/4-Inch material, hold a pre-placement meeting at a mutually agreed upon time and location. Present the Quality Control Plan at the meeting. Attendance at the pre-placement meeting is mandatory for the project superintendent, quality control manager, project inspection and testing staff, all appropriate contractor personnel involved in the sampling, testing, and quality control including subcontractors, and the engineer or designated representatives.

C.2.3 Personnel

- (1) Perform the quality control sampling, testing, and documentation required under this provision using technicians certified by the department's Highway Technician Certification Program (HTCP). Have a HTCP Nuclear Density Technician I, or ACT certified technician, perform field density and field moisture content testing.
- (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.

C.2.4 Equipment

- (1) Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.
- (2) Furnish nuclear gauges from the department's approved product list at: <http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>
- (3) Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.
- (4) For all target density methods, conform to ASTM D 6938 and CMM 8.15 for wet density testing and gauge monitoring methods.
- (5) For the specified target density determined using method C.1(4).1, compute the dry densities for the compacted dense graded base, composed of $\leq 20\%$ RAP or RCA, according to ASTM D 6938.
- (6) For contractor elected target density method C.1(4).2.1 compute dry densities of dense graded base composed of $> 20\%$ RAP or RCA using a moisture correction factor and the nuclear wet density value. Determine the moisture correction value, for each Proctor produced under the requirements of C.2.5, using the moisture bias as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not

required. Conduct a moisture bias test for every 9000 tons of Base Aggregate Dense 1 1/4-Inch placed. Determine natural moistures in the laboratory.

(7) Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position on the same date of placement of the Base Aggregate Dense 1 1/4-Inch material. Backscatter may be used only if the material being tested cannot reliably maintain an undistorted direct transmission test hole. Direct transmission tests must be performed at the greatest possible probe depth of 2 inches, 4 inches, or 6 inches, but not to exceed the depth of the compacted layer being tested. Perform each test for 4 minutes of nuclear gauge count time.

C.2.5 Contractor Testing

(1) Perform compaction testing on the mainline dense graded base material, as defined by A.(4). Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians as required in C.2.3. Conform to CMM 8.15 for testing and gauge monitoring methods.

(2) Select test sites randomly using ASTM Method D3665. Do not test less than 1 1/2 feet from the unsupported edge of the dense graded base layer. Test sites must be located within the mainline traveled way or the traveled way's adjacent mainline shoulder.

C.2.5.1 Contractor Required Quality Control (QC) Testing

(1) Conduct testing at a minimum frequency of one test per lot. A lot will consist of each 1500 tons for each layer with a minimum lift thickness of 2" of Base Aggregate Dense 1 1/4-Inch material placed, regardless of the location of placement. Each lot of in-place mainline, as defined by A.(4), Base Aggregate Dense 1 1/4-Inch material compacted will be accepted when the lot field density meets the required minimum 93.0% of target density. Lots that don't achieve 93.0% of target density must be addressed and approved according to C.2.7.

(2) Notify the engineer, if a lot field density test falls below the required minimum value. Document and perform corrective actions according to C.2.7. Deliver documentation of all compaction testing results to the engineer at the time of testing.

C.2.5.1.1 Target Density Determination

C.2.5.1.1.1 Density Control Strip Method

(1) For contractor elected target density method C.1(4).2.3, construct a control strip for each layer of placement to identify the target wet density for the base aggregate dense material. The control strip construction and density testing will occur under the direct observation and/or assistance of the department QV personnel.

(2) Unless the engineer approves otherwise, construct control strips to a minimum dimension of 300 feet long and one full lane width.

(3) Completed control strips may remain in-place to be incorporated into the final roadway cross-section.

(4) Construct additional control strips, at a minimum, when:

1. The four point moving average gradation on any one sieve differs from the original gradation test result for that sieve by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip. A previously determined Proctor value will remain valid for any material with

- gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test.
2. The source of base aggregate changes.
 3. The four point moving average percentage of blended recycled materials, from classification of material retained on the No. 4 sieve in the original gradation test, differs by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip. A previously determined Proctor value will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test.
 4. The layer thickness changes more than 2.0 inches.
 5. The percent target density exceeds 103.0% on two consecutive density measurements.
- (5) Construct control strips using equipments and methods representative of the operations to be used to place and compact the remaining 1 1/4-Inch Base Aggregate Dense material. Wet the base, as mutually agreed upon by the contractor and engineer, to obtain and/or maintain adequate moisture content to ensure proper compaction. Discontinue water placement if the base begins to exhibit signs of saturation or instability.
- (6) After compacting the control strip with a minimum of 2 passes, mark and take density measurements at 3 random locations, at least 1 1/2 feet from the edge of the base. Subsequent density measurements will be taken at the same 3 locations.
- (7) After each subsequent pass of compaction equipment over the entirety of the control strip, take density measurements at the 3 marked locations. Continue compacting and testing until the increase in density measurements is less than 2.0 lb/ft³, or the density measurements begin to decrease.
- (8) Upon completion of control strip compaction, take 10 randomly located density measurements within the limits of the control strip, at least 1 1/2 feet from the edge of the base. The final measurements recorded at the 3 locations under article C.2.4.1.1.1(6) may be included as 3 of the 10 measurements. Average the ten measurements to obtain the control strip target density and target moisture for use in contractor elected method C.1(4).2.3.

C.2.5.1.1.2 Maximum Wet and/or Dry Density Methods

- (1) For contractor elected target density methods C.1(4).2.1, C.1(4).2.2, and contractually specified target density method C.1(4).1; perform one gradation and 5-point Proctor test before placement of 1 1/4-Inch dense graded base. Perform additional gradations every 3000 tons. If sampling requirements are identical, samples/testing performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.
- (2) Perform additional 5-point Proctor tests, at a minimum, when:
1. The four point moving average gradation on any one sieve differs from the original gradation test result for that sieve, by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to create a 5-point Proctor. Each 5-point Proctor test will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test.
 2. The source of base aggregate changes.

3. The four point moving average percentage of blended recycled materials ; from classification of material retained on the No. 4 sieve; in the original gradation test, differs by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip. A previously determined Proctor value will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test
 4. Percent target density exceeds 103.0% on two consecutive density tests.
- (3) Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.
 - (4) Split each contractor QC Proctor sample and identify it according to CMM 8.30. Deliver the split to the engineer within one business day for department QV Proctor testing.
 - (5) Split each non-Proctor contractor QC sample and identify it according to CMM 8.30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.

C.2.5.2 Optional Contractor Assurance (CA) Testing

- (1) CA Testing is optional and is conducted to further validate QC testing. The contractor may submit recorded CA data to provide additional information for the following:
 1. Process control decisions
 2. Troubleshooting possible sampling, splitting, or equipment problems.

C.2.6 Department Testing

C.2.6.1 General

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project, and provide test results to the contractor within two business days after the department obtains the sample.

C.2.6.2 Quality Verification (QV) Testing

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.2.3 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 30% of the required gradation, density and Proctor contractor tests.
- (3) The department will utilize contractor's QC Proctor results for determination of the material target density. The department will verify QC Proctor values by testing QC Proctor split sample. The department will use QC Proctor value as a target density if the QC and QV Proctor test results meet the tolerance requirements specified in section 2.6.2.(7).
- (4) The department will locate gradation and nuclear density test samples, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will split each QV sample, test half for QV, and retain the remaining half for 7 calendar days.

(5) 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.

(6) The department will utilize control strip target density testing results in lieu of QV Proctor sampling and testing when the contractor elected C.1 (3).2.3 target density method is used.

(7) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If QV test results are nonconforming, take corrective actions according to C.2.7 until the requirements of this special provision are met. Differing QC and QV nuclear density values of more than 2.0 pcf will be investigated and resolved. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

C.2.6.3 Independent Assurance (IA)

(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. Requesting that testing personnel perform additional sampling and testing.

(2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.2.6.4.

C.2.6.4 Dispute Resolution

(1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor shall review the data, examine data reduction and analysis methods, evaluate sampling and testing methods/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 project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the

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

C.2.7 Corrective Action

(1) Lots not achieving 93.0% of target density may be addressed and accepted for compaction according to the requirements of this section. Unless otherwise stated, the actions taken to address an unacceptable lot must be applied to the entire lot.

Passing CA test results according to section C.2.5.2 will reduce the limits of lot investigations and/or corrective actions.

(2) Investigate the moisture content of material in an unacceptable lot. Moisture content testing/samples collected under the QC and/or QV testing articles of this specification may be used to complete this investigation. Obtain moisture content readings according to ASTM D 6938. For material composed of >20% RAP or RCA, correct the moisture content with the moisture correction value using the moisture bias, as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required.

(3) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods C.1(4).1, C.1(4).2.1, or C.1(4).2.2, or within 2.0 percentage points of the target moisture content for target density method C.1(4).2.3, and exhibiting no signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, shall be compacted a minimum of one more pass using equipment and methods representative of the operations used to place and compact the Base Aggregate Dense 1 1/4-Inch, and density tested at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft³ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft³, the lot is accepted as satisfying the compaction requirements of this provision.

(4) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods C.1(4).1, C.1 (4).2.1, or C.1(4).2.2, or within 2.0 percentage points of the target moisture content for target density method C.1 (4).2.3, and exhibiting signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, will be reviewed by the engineer. The engineer may request subgrade improvement methods, such as excavation below subgrade (EBS), installation of geotextile fabrics, installation of breaker run material, or others to be completed, or may request an additional pass of compactive effort using equipment and methods representative of the operations used to place and compact the base aggregate dense and density test.

1. If, after an additional pass, the change in density at the same location (station and offset) as the failing QC and/or QV density tests exceeds 2.0 lb/ft³ in a lot continue subsequent compactive efforts and density testing on that lot. If the change in density at the same location (station and offset) as the failing QC and/or QV density tests is less than or equal to 2.0 lb/ft³, and subgrade improvement methods are not requested by the engineer, the lot is accepted as satisfying the compaction requirements of this provision.
2. If subgrade improvement methods are requested by the engineer, upon completion, including compaction of the restored base material, conduct a density test within the improved subgrade limits. This density test result will replace the prior field density value. If the lot field density equals or exceeds 93.0% of target density the lot is

accepted as satisfying the compaction requirements of this provision. If the lot field density fails to achieve 93.0% of target density, compact the lot a minimum of one more pass using equipment and methods representative of the operations used to place and compact the base aggregate dense; and density test at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft³ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft³, the lot is accepted as satisfying the compaction requirements of this provision.

(5) Unacceptable lots, with moisture contents in excess of 2.0 percentage points above or below optimum moisture for target density methods C.1(4).1, C.1(4).2.1, or C.1(4).2.2; or in excess of 2.0 percentage points above or below the target moisture content for target density method C.1(4).2.3; shall receive contractor performed and documented corrective action; including additional density testing.

(6) Density tests completed subsequent to any corrective action will replace previous field density test results for that lot. Continue corrective actions until 93.0% of target density is achieved or an alternate compaction acceptance criteria is met according to this section.

(7) Field moisture contents of materials tested using contractor elected target density methods C.1(4).2.2 or C.1(4).2.3 cannot exceed 2.0 percentage points of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively. Density tests on materials using contractor elected target density methods C.1(4).2.2 or C.1(4).2.3 will not be considered for lot compaction acceptance until the moisture content of the corresponding density test of the in-place material is less than 2.0 percentage points above of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively.

D Measurement

The department will measure QMP Base Aggregate Dense 1 1/4-Inch Compaction by the ton acceptably completed. The measured tons of QMP Base Aggregate Dense 1 1/4-Inch Compaction equals the tons of Base Aggregate Dense 1 1/4-Inch acceptably completed, regardless of placement location and density testing eligibility.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
371.1000.S	QMP Base Aggregate Dense 1 1/4-Inch Compaction	TON

Payment is full compensation for performing compaction testing; for sampling and laboratory testing; and for developing, completing, and documenting the compaction quality management program. The department will pay separately for providing aggregate under the Base Aggregate Dense 1 1/4-Inch bid item.

stp-370-010 (20171130)

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

A Description

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

B (Vacant)

C Construction

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete to prevent uncontrolled cracking. Submit a joint layout design to the engineer at least 7 calendar days before paving each intersection. Do not lay out joints until the engineer has reviewed the joint layout design. Mark the location of all concrete joints in the field. Follow the plan details for joints in concrete making adjustments as required to fit field conditions.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
415.5110.S	Concrete Pavement Joint Layout	LS

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

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

43. HMA Pavement Percent Within Limits QMP.

A Description

This special provision describes percent within limits (PWL) pay determination, providing and maintaining a contractor Quality Control (QC) Program, department Quality Verification (QV) Program, required sampling and testing, dispute resolution, corrective action, pavement density, and payment for HMA pavements. Pay is determined by statistical analysis performed on contractor and department test results conducted according to the Quality Management Program (QMP) as specified in standard spec 460, except as required below.

B Materials

Conform to the requirements of standard specs 450, 455, and 460 except where superseded by this special provision. The department will allow only one mix design for each HMA

mixture type per layer required for the project, unless approved by the engineer. The use of more than one mix design for each HMA pavement layer will require the contractor to construct a new test strip according to HMA Pavement Percent Within Limits (PWL) QMP Test Strip Volumetrics and HMA Pavement Percent Within Limits (PWL) QMP Test Strip Density articles at no additional cost to the department.

Replace standard spec 460.2.8.2.1.3.1 for contracts with 5000 Tons of Mixture or Greater with the following:

460.2.8.2.1.3.1 Contracts under Percent within Limits

(1) Furnish and maintain a laboratory at the plant site fully equipped for performing contractor QC testing. Have the laboratory on-site and operational before beginning mixture production.

(2) Obtain random samples and perform tests according to Appendix A Test Methods & Sampling for HMA Pavement PWL QMP. Obtain HMA mixture samples from trucks at the plant. For the subplot in which a QV sample is collected, the QC sample shall be discarded, and the QC team shall test a split of the QV sample.

(3) Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield three splits for all random sampling per subplot. All QC samples shall provide the following: QC, QV, and Retained. The contractor shall take possession and test the QC portions. The department will observe the splitting and take possession of the samples intended for QV testing (i.e., QV portion from each sample) and the Retained portions. Additional sampling details are found in Appendix A. Samples shall be labeled according to Appendix A. Additional handling instructions for retained samples are found in CMM 8-36.

(4) Use the test methods identified below to perform the following tests at a frequency greater than or equal to that indicated:

- Blended aggregate gradations according to AASHTO T 30
- Asphalt content (AC) in percent according to AASHTO T 308 (ignition oven) or AASHTO T 164 (chemical extraction)
- Bulk specific gravity (Gmb) of the compacted mixture according to AASHTO T 166.
- Maximum specific gravity (Gmm) according to AASHTO T 209.
- Air voids (V_a) by calculation according to AASHTO T 269.
- Voids in Mineral Aggregate (VMA) by calculation according to AASHTO R35.

(5) Lot size shall consist of 3750 tons with sublots of 750 tons. Test each design mixture at a frequency of 1 test per 750 tons of mixture type produced and placed on the project. Add a random sample for any fraction of 750 tons at the end of a project. Partial lots with less than three subplot tests will be included into the previous lot for data analysis/acceptance and pay. Volumetric lots will include all tonnage of mixture type under specified bid item unless otherwise specified in the plan.

⁽⁶⁾ Conduct field tensile strength ratio tests according to AASHTO T283, without freeze-thaw conditioning cycles, on each qualifying mixture according to CMM 8-36.6.14. Test each full 50,000 ton production increment, or fraction of an increment, after the first 5,000 tons of production. Perform required increment testing in the first week of production of that increment. If field tensile strength ratio values are below the spec limit, notify the engineer. The engineer and contractor will jointly determine a corrective action.

Delete standard spec 460.2.8.2.1.5 and 460.2.8.2.1.6

Replace standard spec 460.2.8.2.1.7 Corrective Action with the following:

460.2.8.2.1.7 Corrective Action

⁽¹⁾ Material must conform to the following action and conformance limits based on individual QC and QV test results (tolerances relative to JMF):

ITEM Percent passing given sieve:	ACTION LIMITS	CONFORMANCE LIMITS
37.5-mm	+/- 8.0	
25.0-mm	+/- 8.0	
19.0-mm	+/- 7.5	
12.5-mm	+/- 7.5	
9.5-mm	+/- 7.5	
2.36-mm	+/- 7.0	
75-µm	+/- 3.0	
AC in percent	- 0.5	
Va		- 1.5 and +2.0
VMA in percent ^[1]	- 0.5	-1.0

^[1] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

⁽²⁾ QV samples will be tested for air voids, VMA, Gmm, Gmb, and AC.

⁽³⁾ Notify the engineer if any individual test result falls outside the action limits, investigate the cause and take corrective action to return to within action limits. If two consecutive test results fall outside the action limits, stop production. Production may not resume until approved by the engineer. Additional QV samples may be collected upon resuming production, at the discretion of the engineer. Additional QV tests must meet action limits or be subject to production stop and/or remove and replace.

⁽⁴⁾ For any additional tests outside the random number testing conducted for volumetrics, the data collected will not be entered into PWL calculations. However, additional QV testing shall meet the tolerances for material acceptance as specified in the Standard Specification and this document.

(5) Remove and replace nonconforming material at no additional expense to the department. The engineer may allow nonconforming material to remain in place with a price reduction. The department will pay for the nonconforming HMA Pavement allowed to remain in place at 50 percent of the contract unit price. Nonconforming material is defined as any individual QC or QV tests results outside the conformance limits or a PWL value < 50.

Replace standard spec 460.2.8.3.1.2 Personnel Requirements with the following:

460.2.8.3.1.2 Personnel Requirements

- (1) The department will provide at least one HTCP-certified HMA technician, certified at a level appropriate for sampling and mixture production control testing, to observe QV sampling of project mixtures.
- (2) Under departmental observation, a contractor HMA technician certified at a level appropriate for sampling and mixture production control testing will collect and split samples.
- (3) A department HMA technician certified at a level appropriate for sampling and mixture production control testing will ensure that all sampling is performed correctly and conduct testing, analyze test results, and report resulting data.
- (4) The department will provide an organizational chart to the contractor before mixture production begins. The organizational chart will include names, telephone numbers, and current certifications of all QV testing personnel. The department will update the chart with appropriate changes, as they become effective.

Replace standard spec 460.2.8.3.1.4 Department Verification Testing Requirements with the following:

460.2.8.3.1.4 Department Verification Testing Requirements

- (1) HTCP-certified department personnel will obtain QV random samples by directly supervising HTCP-certified contractor personnel sampling from trucks at the plant. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield three splits for all random sampling per subplot. All QV samples shall provide the following: QC, QV, and Retained. The department will observe the splitting and take possession of the samples intended for QV testing (i.e., QV portion from each sample) and the Retained portions. The department will take possession of retained samples accumulated to date each day QV samples are collected. Retention of samples will be provided until surpassing the analysis window of up to 5 lots, as defined in 460.2.8.3.1.7(2) of this document. Additional sampling details are found in Appendix A.
- (2) The department will verify product quality using the test methods specified here in 460.2.8.3.1.4(3). The department will identify test methods before construction starts and use only those methods during production of that material unless the engineer and contractor mutually agree otherwise.

- (3) The department will perform all testing conforming to the following standards:
- Bulk specific gravity (Gmb) of the compacted mixture according to AASHTO T 166.
 - Maximum specific gravity (Gmm) according to AASHTO T 209.
 - Air voids (Va) by calculation according to AASHTO T 269.
 - Voids in Mineral Aggregate (VMA) by calculation according to AASHTO R 35.
 - Asphalt Content (AC) in percent by ignition oven according to AASHTO T 308 or by chemical extraction according to AASHTO T 164

(4) The department will randomly test each design mixture at the minimum frequency of one test for each lot.

Delete standard spec 460.2.8.3.1.6

Replace standard spec 460.2.8.3.1.7 Dispute Resolution with the following:

460.2.8.3.1.7 Data Acceptance for Volumetrics

(1) Acceptance of test data for pay determination will be contingent upon QC and QV test results. Statistical analysis will be conducted on Gmm and Gmb test results for calculation of Va. If either Gmm or Gmb analysis results in non-comparable data as described in 460.2.8.3.1.7(2), subsequent testing will be performed for both parameters as detailed in the following paragraph.

(2) The engineer, upon completion of the first 3 lots, will compare the variances (F-test) and the means (t-test) of the QV test results with the QC test results. Additional comparisons incorporating the first 3 lots of data will be performed following completion of the 4th and 5th lots (i.e., lots 1-3, 1-4, and 1-5). A rolling window of 5 lots will be used to conduct F and t comparison for the remainder of the project (i.e., lots 2-6, then lots 3-7, etc.), reporting comparison results for each individual lot. Analysis will use a set alpha value of 0.025. If the F- and t-tests report comparable data, the QC and QV data sets are determined to be statistically similar and QC data will be used to calculate the Va used in PWL and pay adjustment calculations. If the F- and t-tests result in non-comparable data, proceed to the *dispute resolution* steps found below. Dispute resolution via further investigation is as follows:

[¹] The Retained portion of the split from the most recent lot in the analysis window (specifically the subplot identifying that variances or means do not compare) shall be referee tested by the bureau's AASHTO accredited laboratory and certified personnel. If the non-comparison occurs following Lot 3, 4, or 5, all previous lots are subject to referee testing. Referee test results will replace the QV data of the subplot(s).

[2] Statistical analysis will be conducted with referee test results replacing QV results.

- i. If the F- and t-tests indicate variances and means compare, no further testing is required for the lot and QC data will be used for PWL and pay factor/adjustment calculations.
- ii. If the F- and t-tests indicate non-comparable variances or means, the QV portion of the random QC sample will be tested by the department's regional lab for the remaining 4 sublots of the lot which the F- and t- tests report not comparing. The department's region lab and the referee test results will be used for PWL and pay factor/adjustment calculations.

[3] The contractor may choose to *dispute* the regional test results on a lot basis. In this event, the retained portion of each subplot will be referee tested by the department's AASHTO accredited laboratory and certified personnel. The referee Gmm and Gmb test results will supersede the regional lab results for the disputed lot.

- i. If referee testing results in an increased calculated pay factor, the department will absorb the cost of the additional referee testing.
- ii. If referee testing of a disputed lot results in an equal or lower calculated pay factor, the contractor pays for the additional referee testing at \$2,000/lot.

(3) The department will notify the contractor of the referee test results within 3 working days after receipt of the samples by the department's AASHTO accredited laboratory. The intent is to provide referee test results within 7 calendar days from completion of the lot.

(4) The department will determine mixture conformance and acceptability by analyzing referee test results, reviewing mixture project data, and inspecting the completed pavement according to Standard Spec, this special provision, and accompanying Appendix A.

(5) Nonconforming mix (i.e., resulting in a PWL value less than 50 or not meeting the requirements of standard spec 460.2.8.2.1.7 as modified here within) may be subject to remove and replace, at the discretion of the engineer. Replacement may be conducted on a subplot basis. If an entire PWL subplot is removed and replaced, the test results of the newly placed material shall replace the original data for the subplot. Any remove and replace shall be performed at no additional cost to the department. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test will be conducted and under such circumstances will be entered into the data analysis and pay determination.] If the engineer approves the nonconforming material to remain in place, it will be paid at 50% of the HMA Pavement contract unit price. The extent of nonconforming mix shall be determined by following the dispute resolution process detailed in 460.2.8.3.1.7(2) of this document. The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this nonconforming material.

Delete standard spec 460.2.8.3.1.8 Corrective Action.

C Construction

Replace standard spec 460.3.3.2 Pavement Density Determination with the following:

460.3.3.2 Pavement Density Determination

- ⁽¹⁾ The engineer will determine the target maximum density using department procedures described in CMM 8-15. The engineer will determine density as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.
- ⁽²⁾ Do not re-roll compacted mixtures with deficient density test results. Do not operate continuously below the specified minimum density. Stop production, identify the source of the problem, and make corrections to produce work meeting the specification requirements.
- ⁽³⁾ A lot is defined as 7500 lane feet with sublots of 1500 lane feet (excluding shoulder, even if paved integrally) and placed within a single layer for each location and target maximum density category indicated in table 460-3. The contractor is required to complete 3 tests randomly per subplot and the department will randomly conduct one (1) QV test per subplot. A partial quantity less than 1500 lane feet will be included with the previous subplot. Partial lots with less than three sublots will be included into the previous lot for data analysis/acceptance and pay, by the engineer. If density lots/sublots are determined prior to construction of the test strip, any random locations within the test strip shall be omitted. Exclusions such as shoulders and appurtenances shall be tested according to CMM 8-15. However, all acceptance testing of shoulders and appurtenances will be conducted by the department, and average lot (daily) densities must conform to Table 460-3.
- ⁽⁴⁾ The three QC locations per subplot will represent the outside, middle, and inside of the paving lane. Each location will be measured with two one-minute gauge readings oriented 180 degrees from one another, in the same footprint as detailed in Appendix A. Each location will be the average of the two readings. If the two readings exceed 1.0 lb/ft³ of one another, a third reading shall be conducted in the same orientation as the first reading. In this event, all three readings shall be averaged, the initial of the three readings which falls farthest from the average value discarded, and the remaining two values averaged to represent the location for the gauge. Multiple locations are not to be averaged together.
- ⁽⁵⁾ QV nuclear testing will consist of a randomly selected location per subplot. The QV is also comprised of two one-minute readings, averaged as described in 460.3.3.2(4) above.
- ⁽⁶⁾ A certified nuclear density technician shall identify random locations and perform the testing. The responsible certified technician shall ensure that sample location and testing is performed correctly, analyze test results, and provide density results to the contractor weekly, or at the completion of each lot.
- ⁽⁷⁾ For any additional tests outside the random number testing conducted for density, the data collected will not be entered into PWL calculations. However, additional QV testing must meet the tolerances for material acceptance as specified in the Standard Specification and this document. If additional density data identifies nonconforming material, proceed according to CMM 8-15.11.

Replace standard spec 460.3.3.3 Waiving Density Testing with Acceptance of Density Data with the following:

460.3.3.3 Acceptance of Density Data

⁽¹⁾ Acceptance of test data for pay determination will be contingent upon test results from both the contractor (QC) and the department (QV).

⁽²⁾ As random density locations are paved, the data shall be recorded in the PWL spreadsheet for analysis in chronological order. The engineer, upon completion of the analysis lot, will compare the variances (F-test) and the means (t-test) of the QV test results with the QC test results. Analysis will use a set alpha value of 0.025.

- i. If the F- and t-tests indicate variances and means compare, the QC and QV data sets are determined to be statistically similar and QC data will be used for PWL and pay adjustment calculations.
- ii. If the F- and t-tests indicate variances or means do not compare, the QV data will be used for subsequent calculations.

⁽³⁾ The department will determine mixture density conformance and acceptability by analyzing test results, reviewing mixture project data, and inspecting the completed pavement according to Standard Spec, this document, and accompanying Appendix.

⁽⁴⁾ Density resulting in a PWL value less than 50 or not meeting the requirements of standard spec 460.3.3.1 is non-conforming and may be subject to remove and replace at no additional cost to the department, at the discretion of the engineer.

- i. Replacement may be conducted on a subplot basis. If an entire PWL subplot is removed and replaced, the test results of the newly placed material shall replace the original data for the subplot.
- ii. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test must be conducted and under such circumstances will be entered into the data analysis and pay determination.]
- iii. If the engineer approves the nonconforming material to remain in place, it will be paid for at 50% of the HMA Pavement contract unit price. The extent of nonconforming density is addressed according to CMM 8-15.11. The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this nonconforming material.

D Measurement

The department will measure the HMA Pavement bid items acceptably completed by the ton as specified in standard spec 450.4 and as follows in standard spec 460.5 as modified here within.

E Payment

Replace standard spec 460.5.2 HMA Pavement with the following:

460.5.2 HMA Pavement

460.5.2.1 General

(1) Payment for HMA Pavement Type LT, MT, and HT mixes is full compensation for providing HMA mixture designs; for preparing foundation; for furnishing, preparing, hauling, mixing, placing, and compacting mixture; for HMA PWL QMP testing and aggregate source testing; for warm mix asphalt additives or processes; for stabilizer, hydrated lime and liquid antistripping agent, if required; and for all materials including asphaltic materials.

(2) If provided for in the plan quantities, the department will pay for a leveling layer, placed to correct irregularities in an existing paved surface before overlaying, under the pertinent paving bid item. Absent a plan quantity, the department will pay for a leveling layer as extra work.

460.5.2.2 Calculation of Pay Adjustment for HMA Pavement using PWL

(1) Pay adjustments will be calculated using 65 dollars per ton of HMA pavement. The analysis template, including data, will be provided to the contractor by the department as soon as practicable upon completion of each lot. The department will pay for measured quantities of mix based on this price multiplied by the following pay adjustment calculated according to the *Calculations* worksheet of the WisDOT PWL Analysis Template:

PAY FACTOR FOR HMA PAVEMENT AIR VOIDS & DENSITY	
PERCENT WITHIN LIMITS	PAYMENT FACTOR, PF
(PWL)	(percent of \$65/ton)
> 90 to 100	$PF = ((PWL - 90) * 0.4) + 100$
≥ 50 to 90	$(PWL * 0.5) + 55$
<50	50% ^[1]

where PF is calculated per air voids and density, denoted PF_{air voids} & PF_{density}

^[1] Any material resulting in PWL value of 50 or less shall be removed and replaced unless the engineer allows for such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

For air voids, PWL values will be calculated using lower and upper specification limits of 2.0 and 4.3 percent, respectively. Lower specification limits for density shall be according to Table 460-3. Pay adjustment will be determined on a lot basis and will be computed as shown in the following equation.

$$\text{Pay Adjustment} = (PF - 100) / 100 \times (WP) \times (\text{tonnage}) \times (\$65/\text{ton})^*$$

*Note: If Pay Factor <50, the contract unit price will be used in lieu of \$65/ton

The following weighted percentage (WP) values will be used for the corresponding parameter:

<u>Parameter</u>	<u>WP</u>
Air Voids	0.5
Density	0.5

Individual Pay Factors for each air voids ($PF_{\text{air voids}}$) and density (PF_{density}) will be determined. $PF_{\text{air voids}}$ will be multiplied by the total tonnage placed (i.e., from truck tickets), and PF_{density} will be multiplied by the calculated tonnage used to pave the mainline only (i.e., travel lane) as determined according to CMM 8-15.

The department will pay incentive for air voids and density under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
460.2005	Incentive Density PWL HMA Pavement	DOL
460.2010	Incentive Air Voids HMA Pavement	DOL

The department will administer disincentives under the Disincentive Density HMA Pavement and the Disincentive Air Voids HMA Pavement administrative items.

Note: PWL value determination is further detailed in the *Calculations* worksheet of the WisDOT PWL Analysis Template.

bts-HMA PWL QMP (20171002)

44. 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)

45. Traffic Control.

Use signs and temporary pavement markings to designate the no-passing zone and to warn traffic during the time when permanent no-passing zone signs and centerline pavement markings are not in place on intermediate and final surfaces open to local traffic, including milled surfaces. Signs shall be in place prior to the time when the pre-existing pavement marking is obliterated and shall be removed following placement of the permanent no-passing zone and centerline pavement markings. Signs may be placed on portable supports unless the sign will be used continuously at the same location for seven or more days.

1. "Do Not Pass" (R4-1, 24"x30") and the existing "No Passing Zone" pennant (W14-3) at the beginning of each no passing zone.
2. Additional "Do Not Pass" (R4-1, 24"x30") signs within any no-passing zone that continues beyond an intersection or that exceeds one mile in length. Place an additional sign where traffic enters a no-passing zone from such an intersection and wherever necessary to provide a maximum one-mile sign spacing within any single zone.
3. "Pass with Care" (R4-2, 24"x30") at the end of each no-passing zone.

Centerline pavement markings shall be placed on final surface during the same calendar day that the final surface is placed using the Marking Line Same Day Epoxy 4-Inch bid item. Temporary centerline pavement markings shall be placed on intermediate and milled surfaces on the same day that previous pavement markings were removed. Temporary pavement markings shall be placed according to the temporary pavement marking section of Standard Detail Drawing Longitudinal Marking (Mainline) using a solid 4-inch line in no passing zones and a 4-foot dashed line every 50 feet.

46. Temporary Portable Rumble Strips, Item 643.0310.S.

A Description

This special provision describes providing, relocating, maintaining, and removing temporary portable rumble strips.

B Materials

Furnish RoadQuake2 or Roadquake2F temporary portable rumble strips, by Plastic Safety Systems. Do not use alternate products or methods without preapproval by the Bureau of Traffic Operations.

C Construction

C.1 Placement

Provide rumble strips where the plans show or the engineer directs as follows:

1. Before placing rumble strips, clean the roadway of sand and other materials that may cause slippage.
2. Place one end of the rumble strips 6 inches from the roadway centerline. Extend the strips perpendicular to the direction of travel. Ensure strips lay flat on the roadway surface.
3. Only one series of rumble strips, placed before the first work zone, is required per direction of travel for multiple work zones spaced 1 mile or less apart. Work zones spaced greater than 1 mile apart require a separate series of rumble strips.

C.2 Maintenance

Maintain rumble strips as follows:

1. If rumble strips slide, become out of alignment, or are no longer in the wheel path of approaching vehicles during the work period, thoroughly clean both sides of the rumble strips and reset on a clean roadway.
2. Repair or replace damaged rumble strips immediately.

C.3 Rumble Strips Within Work Zones

Temporary Portable Rumble Strips shall not be required within work areas closed to through traffic unless otherwise required by the engineer.

D Measurement

The department will measure temporary portable rumble strips as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
643.0310.S	Temporary Portable Rumble Strips	LS

Payment is full compensation for providing, relocating, maintaining or replacing, and removing temporary portable rumble strips.

47. Geotextile Type SR.

Furnish and install Geotextile Fabric Type SR conforming to standard spec 645 and conforming to the following physical properties:

Test	Method	Value ⁽¹⁾
Minimum Tensile Strength	ASTM D 4595	300 lb/in (Enter N/m N/m)
Maximum Elongation at Required Strength	ASTM D 4595	15 %
Minimum Puncture Strength	ASTM D 4833	175 lb (Enter N N)
Maximum Apparent Opening Size	ASTM D 4751	No. No. 40 ($4.3 \times 10^{-4} \mu\text{m}$)
Minimum Permittivity	ASTM D 4491	0.26 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.
stp-645-035 (20161130)

48. Cold Weather Marking Epoxy 4-Inch, Item 646.6464.S; Cold Weather Marking Epoxy 8-Inch, Item 646.6468.S.

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

Measurement

Replace standard spec 646.4(5) with the following:

- (5) The department will measure the Cold Weather Marking Epoxy bid items by the LF of marking acceptably replaced, measured after replacement. The department will not measure replaced marking as follows:
- If the contractor fails to maintain the initial marking as required in standard spec 646.3.1.3(2).
 - If initial marking is placed on days when the department is assessing liquidated damages.

Payment

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

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

Replace standard spec 646.5(4) with the following:

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

stp-646-010 (20170615)

49. Locating No-Passing Zones, Item 648.0100.

For this project, the spotting sight distance in areas with a 55 mph posted speed limit is 0.21 miles (1108 feet).

stp-648-005 (20060512)

50. Lighting Systems General.

Add the following to standard spec 651, 652, 653, 654, 655, 656, 657 and 659:

All the work necessary to comply with revisions to standards specifications mentioned herewith shall be incidental to associated pay items or to the project including coordination, materials, and labor. No additional payment shall be made to the contractor.

Add the following to standard spec 651.3.1:

Any circuit that the contractor does not personally tag out at the disconnect shall be considered live, and will be subject to being activated by another person with no notice to the contractor. Make tagouts with manufactured tags, and endorse them with the date and the name of the contractor. Clear tagouts at the end of the workday. The department does not employ a load dispatcher and has no intent to do so. Each electrical worker is responsible for their own protection from automatic switching and from switching by others.

Add the following to standard spec 653.3(1):

This provision modifies the standard detail drawing for pull boxes and thereby both the standard items and SPV pay item for pull boxes. Lighting pull box covers shall read "LIGHTING".

Add the following to standard spec 655.3.1:

Wet location splices are not anticipated on this project and not shown in the plans. In the event that the engineer allows wet location splices, make pull box splices with engineer approved epoxy kit.

At each pull point or access point, indicate the line side bundle with a lap of blue tape.

Add the following to standard spec 655.3.7(4):

Where two or more wire networks pass through a pull point, tag each circuit network (i.e. A/B/N and C/D/N) with approved all-weather tags.

Add the following to standard spec 657.2:

Non-breakaway poles (mounted on structures, concrete bases or behind noise wall barriers without transformer base, as well as at stems of sign bridges) containing electrical wires are to be double nutted and contractor shall install galvanized rat screen enclosing the bottom of pole area; extra nuts and screen incidental.

Add the following to standard spec 657.3.1 and 657.3.5:

Corrosion protection measures described in standard spec 657.3.1 and 657.3.5 s are invoked for breakaway transformer bases and aluminum light poles. The contractor shall avoid contact of dissimilar metals in erecting the pole on its foundation and/or breakaway device. Any concern of trapped moisture or potential corrosion cell shall be resolved to the satisfaction of the engineer.

Manufacturer's Warranty for LED luminaires: The manufacturer shall warrant to the department that each complete luminaire (consisting of the housing, optical assembly, LED drivers, surge protection and wiring) will be free from defects in material and workmanship for five years from the date that the luminaire are put into service. Luminaires shall be installed within one year of manufacture.

If any luminaires fail to meet the above warranty, the department shall provide the manufacturer with a written notice of any defect within 30 days after discovery of the defect. The manufacturer shall provide all materials, luminaires, replacement component parts, labor and all incidentals necessary to restore the luminaire to a fully operational, installed condition.

51. Portable Speed Trailer, Item SPV.0045.01.

A Description

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

B Materials

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

Provide a battery powered device with a regulatory speed limit sign and a radar speed sign displaying speed in mph. The flash rate should be between 50 and 60 cycles per minute. The distance between the bottom of the display and the pavement shall be a minimum height of

5 feet, measured vertically from the bottom of the sign to the elevation of the near edge of the pavement.

C Construction

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

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

Space five traffic control drums at 10 foot intervals as needed in front of the portable speed trailer.

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.01	Portable Speed Trailer	DAY

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

52. Vibrating Wire Piezometer Instrumentation System, Item SPV.0060.02.

A Description

This special provision describes furnishing and delivering a vibrating wire piezometer instrumentation system a minimum of 21 days prior to start of placing embankments. It also includes providing a technical assistance representative from the company to aid in piezometer installation and to provide on-site technical support. Perform all according to the plans and as provided herein.

B Materials

Materials for the vibrating wire piezometer system shall include eight vibrating wire piezometers, one data recorder, two terminal boxes, and necessary appurtenances.

Vibrating Wire Piezometers: A total of eight vibrating wire piezometers shall be Geokon Model 4500S, 100 psi range (Geokon Incorporated, 48 Spencer Street, Lebanon, NH 03766, (603) 448-1562) or Slope Indicator Part Number 52611030 (Slope Indicator Company, 316 Forsyth Street, Raleigh, NC 27609-6314, (800) 929-4712), or an approved equal.

Each vibrating wire piezometer shall meet the following specifications:

Pressure Range (psi):	0-100
Over Range/Maximum Pressure:	2X rated pressure range
Resolution:	0.025% full scale (F.S.) minimum
Accuracy:	±0.1% of F.S.
Operating Temperature:	-20 °F to 150 °F
Thermal Zero Shift:	<0.05% F.S./°C or <0.04 psi/°C
Cable:	Four conductor, 20 or 22 gauge shielded cable with polyethylene jacket or an approved equal, connection between cable and instrument factory sealed (see table below for required length of cable)
Filter:	50 micron sintered stainless steel
Diameter of piezometer:	a 0.75 inches

Provide a canvas bag, 2 1/2-inch by 18-inch, with each piezometer.

Calibrate all piezometers at the factory. Make calibrations while pressure is both increasing and decreasing for at least two cycles, to document hysteresis throughout the maximum range of the instrument. Take readings at a minimum number of eight equal increments, and require the manufacturer to supply a calibration curve with data points clearly indicated, and a tabulation of the data. Use the data recorder that is to be supplied under this item number during the factory calibrations. Make readings at a sufficient number of different temperatures which range from -20 °F to 120 °F to provide a calibration curve, and substantiate it, indicating the effect of temperature change on the instruments. Mark each piezometer with a unique identification number.

Signal cables and mechanical waterproof seals between the cable and the piezometer for each of the vibrating wire piezometers shall be factory installed. No splices shall be allowed. All cables shall be terminated with connectors compatible with terminal boxes furnished under this item. The required cable lengths shall be determined to extend from the tip of the piezometers to the ground level to the location of the readout box.

Point No.	Feature	Station	Off set	Estimated Tip Elev.
PZ1	Embankment	372+00	28' RT	995 feet
PZ2	Embankment	372+00	28' LT	995 feet
PZ3	Embankment	374+00	28' RT	995 feet
PZ4	Embankment	374+00	28' LT	995 feet

Data Recorder: The data recorder shall include a battery charger, adaptors, and cables necessary for field operation, and the computer software required for downloading the data to an IBM compatible personal computer. The software shall also be capable of generating reports and annotated graphs from the data. Acceptable readout and data loggers include Geokon Model GK-403 (Portable Readout Unit and SPLIT Data Formatting Software), Slope Indicator Part Numbers 52620900 AND 52620920 (VS Datamate and Datamate Manager Software), or an approved equal.

The data recorder shall have waterproof seals incorporated into its face plate, switches and input connectors. It shall have a backup power source or battery which will keep data secure if the main battery should become discharged. It shall have the capacity of manually recording a minimum of 250 readings, and of automatically recording data at any interval specified and entering a low power mode between the readings taken. It shall have the electronic transfer capability of linking itself and a personal computer for data transfer. Include an interface cable. It shall be able to do the following: display battery charge, display internal temperature and humidity, set date and time, display all data in its memory, and adjust viewing angle of display. It shall have a backlit display. It shall be able to display pore water pressure readings in standard English and metric units of pressure, and temperature readings in degrees Celsius and degrees Fahrenheit.

The data recorder shall also meet the following specifications:

Temperature Range:	Fully operable from -4 °F to 120 °F
Excitation Range:	450 - 6000 Hz
Resolution:	0.01% Full Scale
Weight :	~ 12 lb

Two Terminal Boxes: Acceptable terminal boxes shall be Geokon Terminal Box Model 4999, Slope Indicator Terminal Box 57711600, or an approved equal. The terminal box enclosures shall be constructed of baked enamel coated steel or fibreglass, and shall be waterproof. Each box shall handle a minimum of six 4-conductor sensors. Cable entries on each box shall have watertight cable glands fixed in place with strain reliefs. The boxes shall be modified as necessary to permit connection to the data recorder. Protect each terminal box from lightening damage by installing at the factory surge arrestors, and with a ground rod and grounding cable.

Furnish the engineer for approval, a minimum of 14 days prior to delivery of the vibrating wire piezometer instrumentation system to the site, the following:

1. Name and phone number of manufacturer's designated technical assistance representative.
2. Manufacturer's certifications for all components of the system.
3. Factory calibration certifications for all components of the system.
4. Factory quality assurance checklist.
5. Factory preshipment inspection checklist.
6. Factory warranties for all components of the system,
7. Shipping documents and shipping schedule.

8. Unique instrument identification numbers for all components, and instruction manuals for each component of the system supplied by the manufacturer.
9. The location of the readout boxes for the individual areas.

Include a comprehensive instruction manual with the vibrating wire piezometer instrumentation system. It shall contain the following: (1) *theory of operation*, i.e. the basic measuring principle of the instrument with appropriate illustrations, limitations of the instrument, factors which may affect measurement uncertainty, and a specification sheet; (2) *calibration procedures*, i.e. step-by-step acceptance test procedures to ensure correct functioning when the instrument is first received, procedures for performing calibration checks, and procedures for regular calibration of the readout and data logger; (3) *installation procedures*, i.e. step-by-step procedure for installation, with illustrations of the system and its components, showing correct juxtaposition when installed, and statement of all factors that should be recorded during installation for later use during data evaluation; (4) *maintenance procedures and trouble-shooting guide* with names, addresses, and telephone numbers of instrument service representatives; (5) *data collection procedures*, i.e. cautions pertaining to personnel and equipment, procedure for obtaining initial reading, procedure for obtaining readings subsequent to initial readings, listing of equipment and tools required during instrument reading, a field data sheet, and a sample completed field data sheet; and (6) *data processing, presentation, and interpretation procedures*, i.e. data calculation sheet, step-by-step calculation procedure, instruction manual(s) for software supplied by the manufacturer, sample data calculations, alternative methods of plotting the data, sample data plots, and notes on data interpretation.

There shall be a product warranty on all parts of the vibrating wire piezometer instrumentation system of a minimum of one year from the date of delivery to the department against defects in materials and workmanship.

All components of the Vibrating Wire Piezometer Instrumentation System shall be made by the same manufacturer. Each component of the Vibrating Wire Piezometer Instrumentation System shall bear markings to clearly identify it with the manufacturer's certifications previously furnished to the engineer. The term *approved equal* shall be understood to indicate that the *equal* product shall meet all of the specifications, and shall be the same or superior to the products named previously in the specifications in function, performance, accuracy, tolerances, and general configuration. The engineer shall make the final determination if the approved equal is acceptable. Components which do not meet the requirements of the specifications shall be unacceptable and will be rejected by the engineer. The engineer reserves the right to prohibit delivery of any component until certifications provided by the manufacturer, and supplied by the contractor, indicates full compliance with the specifications.

Technical Support: Make available an on-site technical assistance representative from the manufacturer which supplies the Vibrating Wire Piezometer Instrumentation System to instruct the contractor on how to install the first vibrating wire piezometer installed on the project. Also make available on-site the technical assistance representative to assist in the

final connections of the vibrating wire piezometer cables to the terminal boxes during construction operations and to assist in initial calibration and reading of the instrumentation.

Notify the WisDOT Geotechnical Engineering Unit of the delivery of the vibrating wire piezometer instrumentation system a minimum of 14 days prior to its arrival. Deliver the Vibrating Wire Piezometer Instrumentation System to the Bureau of Highway Construction, c/o WisDOT Geotechnical Engineering, 3502 Kinsman Boulevard, Madison, WI 53704. Upon delivery, the data recorder with its appurtenances becomes the property of the department.

C (Vacant)

D Measurement

The department will measure Vibrating Wire Piezometer Instrumentation System as each unit of work, acceptably delivered, and for provision of technical support at the job site.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Vibrating Wire Piezometer Instrumentation System	EACH

Payment is full compensation for furnishing and delivering all components of the Vibrating Wire Piezometer Instrumentation System for the project, and for providing technical support at the project site.

53. Moving Solar Device and Pole, Item SPV.0060.03.

A Description

Work under this item shall consist of moving solar device, dynamic sign and/or beacon and pole and removing old footing. The static sign on the structure is paid for under a separate pay item, e.g. Signs Type II. See signing plans for location.

B (Vacant)

C Construction

Move solar device, dynamic sign and/or beacon, pole, and solar electrical. Remove footing and backfill the resulting holes, and dispose of all materials outside of the right-of-way according to standard spec 204.3 and 638.3. Concrete footing shall be removed to 2' below the existing ground. The reinforcement shall be cut off flush with the top of the concrete. Install new type I footing per SDD 9C 2-7, Concrete Bases type 1, 2, 5 and 6. This is incidental to moving the solar device and pole.

D Measurement

The department will measure Moving Solar Device and Pole as each unit of work, in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Moving Solar Device and Pole	EACH

Payment in full compensation for disassembling, moving, including concrete footings, backfilling, and disposal of all materials.

54. Installing Pole Mounted Wired Cabinet, Item SPV.0060.04.**A Description**

This special provision describes installing a department furnished aluminum wired cabinet on a Type 3 pole for traffic counting equipment, as shown on the plans and as hereinafter provided.

B Materials

The unit will consist of a pole-mounted wired cabinet for Wavetronix communication. All mounting hardware such as the U- bolts, nuts, and washers that are subject to corrosion shall be stainless steel unless otherwise specified. Notify Jane Oldenburg, (jane.oldenburg@dot.wi.gov) Wisconsin DOT, Travel Survey Shop, (608) 245-2679 three weeks prior to pick up, so items can be placed at the pickup location at the Hawley Road Sign Shop or an agreed upon location. All conductors, terminals, and parts that could be hazardous to maintenance personnel shall be protected with suitable insulating material.

C Construction

The contractor shall securely fasten the field cabinet onto a pole (pole paid separately) with bolted stainless steel connections with lock washers, lock nuts, or other engineer-approved means to prevent the connection nuts from backing off.

The cabinet shall be drilled and tapped, as necessary, to provide an entrance on the bottom back of the cabinet for the cable from the pole mounted Wavetronix Detector equipment. Sharp edges, or burrs, caused by the cutting or drilling process shall be removed. All openings shall be sealed to prevent water from entering the cabinet.

D Measurement

The department will measure Installing Pole Mounted Wired 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 items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0060.04	Installing Pole Mounted Wired Cabinet	EACH

Payment for Install Pole Mounted Wired Cabinet is full compensation for installing the pole mounted wired cabinet, for making all connections (to Traffic Detector and electrical service pedestal) and conduit/wire entrances, and for all testing.

55. Installing Two Solar Panels on One Bracket, Item SPV.0060.05.

A Description

This section describes installing department furnished solar power units.

B Materials

The units will consist of 2 solar panels, solar panel rack, 2 U-bolts, 10 AWG Gauge stranded-wire wiring. Provide any other mounting or wiring hardware not furnished by the State. Notify Jane Oldenburg, (jane.oldenburg@dot.wi.gov) Wisconsin DOT, Travel Survey Shop, (608) 245-2679 three weeks prior to pick up, so items can be placed at the pickup location.

C Construction

Install the solar panels and bracket on to pole. Make the necessary electrical connections at solar panel junction boxes and dead end the zipline in the cabinet. All necessary hardware for mounting is incidental.

State forces will activated the solar power unit left on for 30 consecutive days. During this period, all materials and components of the solar power unit shall operate as specified and without any failure. In event of a failure, the engineer will suspend the 30-day test until the failures are corrected, at which time the test will resume.

D Measurement

The department will measure Installing Two Solar Power Panels on One Bracket as each individual assembly, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Installing Two Solar Power Panels on One Bracket	EACH

Payment for is full compensation for installing the solar power unit on a pole, for making all connections, and for all testing.

56. Installing Wavetronix Detector Module, Item SPV.0060.06.

A Description

This special provision describes installing of the department-furnished Wavetronix Detector (HD 126) Module, mounting bracket and stainless steel hose clamps as shown on the Plans and as hereinafter provided.

B Materials

The department will furnish the Wavetronix Detector (HD 126) Module, Wavetronix Cable, Mounting Bracket, and stainless steel hose clamps from the Project ID. The Wavetronix Detector (HD126) Module, mounting bracket and stainless steel hose clamps can be picked up at the Hawley Rd. Sign Shop or agreed upon location. Notify Jane Oldenburg, (jane.oldenburg@dot.wi.gov) Wisconsin DOT, Travel Survey Shop, (608) 245-2679, three weeks prior to pick up, so items can be placed at the pickup location.

C Construction

Attach the Wavetronix Detector (HD126) Module to a 30 ft. Type 3 pole utilizing the Wavetronix Mounting Bracket and stainless steel hose clamps. Do not use permanent straps. The bracket may need to be moved if it the Detector goes out of alignment. Use manual installation height guidelines located at website: <http://www.wavetronix.com/support/>

Connect the Wavetronix 40 ft. Detector cable to the Wavetronix Detector (HD126) Module mounted up on the pole, put drip loop outside the pole and then snake the cable down through the pole (leave slack in cable so the unit can be moved up or down and does not cut the cable). Dead end the cable inside the cabinet. State forces will make the interior connections.

Notify department forces when installation is complete. Department forces will test the Wavetronix unit for 30 days.

D Measurement

The department will measure Installing Wavetronix Detector Module as each unit, acceptably installed and operational.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Installing Wavetronix Detector Module	EACH

The payment is full compensation for installing the Wavetronix Detector Module and for transportation.

57. Installing Concrete Maintenance Platform, Item SPV.0060.07.

A Description

This special provision describes installing a concrete maintenance platform at an automatic traffic recorder station.

B Materials

The contractor may furnish a pre-cast concrete slab, or furnish materials conforming to the following:

- For concrete, provide materials according to standard spec 602.2.
- For forms, provide materials according to standard spec 602.3.2.2.

C Construction

Install concrete maintenance platform as specified in the plan details.

Before installation of the pre-cast concrete slab, or concrete maintenance platform, the earth shall be leveled and compacted around the type 2 concrete or helix pole base.

Earth shall be removed and leveled on the side of the pole opposite the roadway. (When you are standing on the platform looking into the cabinet you are also looking straight ahead at the roadway.)

If pouring a concrete maintenance platform, 2 x 4 lumber forms shall be constructed and laid in the area that the earth was removed from. The forms shall be leveled and squared before the concrete is poured. The platform should be 2 to 6 inches from the concrete base.

Place and finish the platform or concrete according to standard spec 602.3.2.3 (1).

D Measurement

The department will measure Installing Concrete Maintenance Platform as each individual concrete maintenance platform, 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.0060.07	Installing Concrete Maintenance Platform	EACH

Payment is full compensation for furnishing and installing all materials, including concrete.

58. HMA Percent Within Limits (PWL) Test Strip Volumetrics, Item SPV.0060.08; HMA Percent Within Limits (PWL) Test Strip Density Item SPV.0060.09.

A Description

This special provision describes the Hot Mix Asphalt (HMA) density and volumetric testing tolerances required for an HMA test strip. An HMA test strip is required for projects constructed under HMA Percent Within Limits (PWL) QMP. A test strip is required for each pavement layer placed over a specific, uniform underlying material, unless specified otherwise in the plans. Each project is restricted to a single mix design for each mix type required (e.g., upper layer and lower layer may have different mix type specified).

Perform work according to standard spec 460 and as hereinafter modified.

B Materials

Use materials conforming to HMA Pavement Percent Within Limits (PWL) QMP special provision.

C Construction

C.1 Test Strip

Notify the department at least 5 calendar days in advance of construction of the test strip. On the first day of production for a test strip, produce approximately 750 tons of HMA. (Note: tonnage shall be adjusted to accommodate natural break points in the project.) Test strips shall be located in a section of the roadway to allow a representative rolling pattern (i.e. not a ramp or shoulder, etc.).

C.1.1 Sampling and Testing Intervals

C.1.1.1 Volumetrics

Laboratory testing will be conducted from a split sample yielding three components, with portions designated for QC (quality control), QV (quality verification), and retained.

During production for the test strip, HMA mixture samples shall be obtained from trucks prior to departure from the plant. Three split samples shall be collected during the production of test strip material. Sampling and splitting shall be according to Appendix A: *Sampling for WisDOT PWL QMP*. These three samples will be randomly selected by the engineer from each *third* of the test strip tonnage (T), excluding the first 50 tons:

<u>Sample Number</u>	<u>Production Interval (tons)</u>
<u>1</u>	50 to $\frac{T}{3}$
<u>2</u>	$\frac{T}{3}$ to $\frac{2T}{3}$
<u>3</u>	$\frac{2T}{3}$ to T

C.1.1.2 Density

Required field tests include contractor QC and department QV nuclear density gauge tests and pavement coring.

The engineer will identify two zones in which gauge/core correlation is to be performed. These two zones will be randomly selected within each *half* of the test strip length. (Note: Density zones shall not overlap and must have a minimum of 100 feet between the two zones; therefore random numbers may be shifted (evenly) in order to meet these criteria.) Each zone shall consist of five locations across the mat as identified in Appendix A. The following shall be determined at each of the five locations within both zones:

- two one-minute nuclear density gauge readings for QC team*
- two one-minute nuclear density gauge readings for QV team*
- pavement core sample

*If the two readings exceed 1.0 lb/ft³ of one another, a third reading shall be conducted in the same orientation as the first reading. [In this event, the engineer will average all three readings, discard the initial of the three readings which falls farthest from the average value and then average the remaining two values to represent the location for the gauge.]

Both QV and QC teams shall have two nuclear density gauges present for correlation at the time the test strip is constructed. The above testing shall be conducted according to *Appendix A: Test Methods & Sampling for PWL QMP HMA Pavements*.

All test reports shall be submitted to the department upon completion, and approved before paving resumes.

C.1.2 Field Tests

C.1.2.1 Density

Daily standardization of gauges on reference blocks and a project reference site shall be performed according to CMM 8-15. A standard count shall be performed for each gauge on the material placed for the test strip, prior to any additional data collection. Nuclear gauge readings and pavement cores shall be used to determine nuclear gauge correlation according to Appendix A. The two to three readings for the five locations across the mat for each of two zones shall be provided to the engineer. The engineer will analyze the readings of each gauge relative to the densities of the cores taken at each location. The engineer will determine the average difference between the nuclear gauge density readings and the measured core densities to be used as a constant offset value. This offset will be used to adjust raw density readings of the specific gauge for the remainder of the project and shall appear on the density data sheet along with gauge and project identification. An offset is specific to the mix and layer, therefore a separate value shall be determined for each layer of each mix placed over a differing underlying material for the project. This constitutes correlation of that individual gauge for the given layer. Two gauges per team are not required to be onsite daily after completion of the test strip. Any data collected without a correlated gauge will not be accepted.

The contractor is responsible for coring the pavement from the footprint of the density tests. Coring and filling of pavement core holes must be approved by the engineer. The QV team is responsible for the labeling and safe transport of the cores from the field to the QC laboratory. Testing of cores shall be conducted by the contractor and witnessed by department personnel. The contractor is responsible for drying the cores following testing. The department will take possession of cores following laboratory testing and will be responsible for any verification testing at the discretion of the engineer.

Each core 150 mm (6 inches) in diameter shall be taken at locations identified in Section C.1.1.2 Each random core shall be full thickness of the layer placed. Core densities shall be determined according to AASHTO T 166. Thoroughly dry pavement cores according to ASTM D 7227. The target maximum density to be used in determining core density is the average of the three volumetric/mix Gmm values from the test strip multiplied by 62.24 lb/ft³. (In the event mix and density portions of the test strip procedure are separated,

the mix portion must be conducted prior to density determination. The target maximum density to determine core densities shall then be the Gmm four-test running average from the end of the previous day's production multiplied by 62.24 lb/ft³.)

Fill all core holes with non-shrink rapid-hardening grout, mortar or concrete, or with HMA. When using grout, mortar or concrete, remove all water from the core holes prior to filling. Mix the mortar or concrete in a separate container prior to placement in the hole. If HMA is used, fill all core holes with hot-mix matching the same day's production mix type at same day compaction temperature +/- 20 F. The core holes shall be dry and coated with tack before filling, filled with a top layer no thicker than 2.25 inches, lower layers not to exceed 4 inches, and compacted with a Marshall hammer or similar tamping device using approximately 50 blows per layer. The finished surface shall be flush with the pavement surface. Any deviation in the surface of the filled core holes greater than 1/4 inch at the time of final inspection will require removal of the fill material to the depth of the layer thickness and replacement.

All applicable laboratory and field testing associated with a test strip shall be completed prior to any additional mainline placement of the mix for the associated test strip. All test reports shall be submitted to the department upon completion, and approved before paving resumes. The department will notify the contractor within 24 hours from start of test strip regarding approval to proceed with paving, unless an alternate time frame is agreed upon in writing with the department.

[Exclusions such as shoulders and appurtenances shall be tested according to CMM 8-15. However, all acceptance testing of shoulders and appurtenances will be conducted by the department, and average lot (daily) densities must conform to Table 460-3.]

C.1.3 Laboratory Tests

C.1.3.1 Volumetrics

Obtain random samples according to Appendix A. Obtain HMA mixture samples from trucks at the plant. Perform tests the same day as taking the sample.

Bulk specific gravities shall be determined for cores according to AASHTO T 166. The bulk specific gravity values determined from field cores shall be used to calculate a correction factor (i.e., offset) for each QC and QV nuclear density gauge. The correction factor will be used throughout the remainder of the layer. QC and QV teams may wish to scan with additional gauges at the locations detailed in C.1.1 above, as only gauges used during the test strip correlation phase will be allowed on the remainder of the project.

C.2 Acceptance

C.2.1 Volumetrics

Conform to the following limits based on individual QC and QV test results (tolerances based on initial JMF/mix design):

ITEM	CONFORMANCE LIMITS
Percent passing given sieve:	
37.5-mm	+/- 8.0
25.0-mm	+/- 8.0
19.0-mm	+/- 7.5
12.5-mm	+/- 7.5
9.5-mm	+/- 7.5
2.36-mm	+/- 7.0
75-µm	+/- 3.0
Asphaltic content in percent	- 0.5
Air Voids	-1.5 and +2.0
VMA in percent ^[1]	- 1.0
Maximum specific gravity	+/- 0.024

^[1] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in [table 460-1](#).

QV test results will be determined for air voids and VMA, Gmm, and Gmb, and AC.

Calculation of air voids shall use either the QC, QV, or retained split sample test results, as identified by conducting the paired t-test with the WisDOT PWL Analysis Template.

If QC and QV test results do not correlate as determined by the paired t-test, the retained split sample will be tested by the department's AASHTO accredited laboratory and HTCP certified personnel as a referee test. Additional investigation shall be conducted to identify the source of the difference between QC and QV data. Referee data will be used to determine material acceptance and pay.

C.2.2 Density

Compact all layers of test strip HMA mixture to the applicable density shown in the following table:

TABLE 460-3 MINIMUM REQUIRED DENSITY^[1]

<u>MIXTURE TYPE</u>		
LAYER	LT and MT	HT
LOWER	93.0 ^[2]	93.0 ^[3]
UPPER	93.0	93.0

^[1] If any individual core density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer may investigate the acceptability of that material per CMM 8-15.11.

^[2] Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

^[3] Minimum reduced by 1.0 percent for lower layer constructed directly on crushed aggregate or recycled base courses.

Nuclear density gauges are acceptable for use on the project only if correlation is completed for that gauge during the time of the test strip and the department issues documentation of acceptance stating the correlation offset value specific to the gauge and mix design. The offset is not to be entered into any nuclear density gauge as it will be applied by the department-provided Field Density Worksheet.

C.2.3 Test Strip Acceptance

The department will evaluate material acceptance and make pay adjustments based on the PWL value of air voids and density for the test strip. The QC core densities and QC and QV mix results will be used to determine the PWL values as calculated according to Appendix A.

The PWL values for air voids and density shall be calculated after determining core densities. An acceptable test strip is defined as the individual PWL value for air voids and density both above 75, and an acceptable gauge-to-core correlation.

If either PWL value for the test strip is below 50, the material is nonconforming and the test strip is unacceptable. Material allowed to remain in place requires another test strip prior to additional paving. If material is removed, a new test strip shall replace the previous one at no additional cost to the department. For simultaneously conducted density and volumetric test strip components, the following must be achieved:

- i. Passing/Resolution of Split Sample Comparison
- ii. Volumetrics/mix PWL value > 75
- iii. Density PWL value > 75
- iv. Acceptable correlation

If not conducted simultaneously, the mix portion of a test strip must accomplish (i) and (ii), while density must accomplish (iii) and (iv). If any applicable criteria are not achieved for a given test strip, the engineer, with authorization from the department's Bureau of Technical Services, will direct an additional test strip (or alternate plan approved by the department) be conducted to prove the criteria can be met prior to additional paving of that mix. For a density-only test strip, mix acceptance will be according to main production, i.e., HMA Pavement Percent Within Limits (PWL) QMP special provision.

D Measurement

The department will measure HMA Percent Within Limits (PWL) Test Strip as each unit of work, acceptably completed as passing the required air void, VMA, asphalt content, gradation, and density correlation for a Test Strip. Material quantities shall be determined according to standard spec 450.4 and detailed here within.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	HMA Percent Within Limits (PWL) Test Strip Volumetrics	EACH
SPV.0060.09	HMA Percent Within Limits (PWL) Test Strip Density	EACH

These items are intended to compensate the contractor for the construction of the test strip for projects paved under the HMA Pavement Percent Within Limits QMP article.

Payment for HMA Percent Within Limits (PWL) Test Strip Volumetrics is full compensation for volumetric sampling, splitting, and testing; for proper labeling, handling, and retention of split samples.

Payment for HMA Percent Within Limits (PWL) Test Strip Density is full compensation for collecting and measuring of pavement cores, acceptably filling core holes, providing of nuclear gauges and operator(s), and all other work associated with completion of a core-to-gauge correlation, as directed by the engineer.

Acceptable HMA mixture placed on the project as part of a volumetric or density test strip will be compensated by the appropriate HMA Pavement bid item with any applicable pay adjustments.

Pay adjustment will be calculated using 65 dollars per ton of HMA pavement. The department will pay for measured quantities of mix based on \$65/ton multiplied by the following pay adjustment calculated according to Appendix A.

The department will adjust pay for each test strip as follows:

PAY ADJUSTMENT FOR HMA PAVEMENT AIR VOIDS & DENSITY	
<i>PERCENT WITHIN LIMITS</i>	<i>PAYMENT FACTOR, PF</i>
<i>(PWL)</i>	<i>(percent of \$65/ton)</i>
> 90 to 100	$PF = ((PWL - 90) * 0.4) + 100$
≥ 50 to 90	$(PWL * 0.5) + 55$
<50	50% ^[1]

where,

PF is calculated per air voids and density, denoted $PF_{\text{air voids}}$ & PF_{density}

^[1] Material resulting in PWL value of 50 or less shall be removed and replaced, unless the engineer allows for such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

For air voids, PWL values will be calculated using lower and upper specification limits of 2.0 and 4.3 percent, respectively. Lower specification limits for density will be according to Table 460-3 as modified here within. Pay adjustment will be determined for an acceptably completed test strip and will be computed as shown in the following equation.

$$\text{Pay Adjustment} = (\text{PF}-100)/100 \times (\text{WP}) \times (\text{tonnage}) \times (\$65/\text{ton})^*$$

*Note: If Pay Factor <50, the contract unit price will be used in lieu of \$65/ton

The following weighted percentage (WP) values will be used for the corresponding parameter:

<u>Parameter</u>	<u>WP</u>
Air Voids	0.5
Density	0.5

Individual Pay Factors for each air voids (PF_{air voids}) and density (PF_{density}) will be determined. PF_{air voids} will be multiplied by the total tonnage produced (i.e., from truck tickets), and PF_{density} will be multiplied by the calculated tonnage used to pave the mainline only (i.e., excluding shoulder) as determined according to CMM 8-15.

The department will pay incentive for air voids under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
460.2005	Incentive Density PWL HMA Pavement	DOL
460.2010	Incentive Air Voids HMA Pavement	DOL

The department will administer disincentives under the Disincentive Density HMA Pavement and the Disincentive Air Voids HMA Pavement administrative items.
bts-PWL Test Strip (20171002)

59. Field Facilities Office Space, SPV.0060.10.

A Description

This special provision describes furnishing, equipping, and maintaining a field office as required in the contract at engineer-approved locations conforming to standard spec 642 and as follows.

B Materials

Provide Field Facilities Office Space conforming to standard spec 642.2.1 except delete paragraphs (1), (7), and (9).

Replace standard spec 642.2.1(4) with the following:

Provide and maintain suitable interior sanitary facilities conforming to State and local health requirements, in clean and good working condition, and stock with sanitary supplies for the duration of the contract. Furnish office space in an existing office building or existing

building converted to office space with a minimum of 1200 square feet. The facility shall have no fee parking with a minimum parking for 15 cars. The space shall include a meeting room with a minimum of 350 square feet. The exterior door(s) shall have locks in good working order and keys provided for all field staff. The office space shall be located within 2 miles of the construction project.

Equip the office as specified in standard spec 642.2.2.1 except delete paragraph (1) and (4) and add the following:

1. 7 suitable office desks with drawers and locks.
2. 7 ergonomically correct office chairs in working condition with at a minimum: 5-legged base with casters, seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge, and high backrest with no arms or adjustable arms.
3. 6 six foot folding tables.
4. 1 ten foot folding table.
5. 3 four-shelf bookcases.
6. 20 folding chairs.

Provide for the professional cleaning of the field office during regular business hours twice monthly. Provide clearly marked recycling and waste receptacles within the field office, and separate recycling and waste dumpsters near the field office. Cover outdoor containers to keep out rain, snow, and wind-driven debris. Provide regularly scheduled recycling and waste pick-up.

C Construction

Conform to standard spec 642.3 except delete paragraph (2).

D Measurement

The department will measure the Field Facilities Office Space as each office, 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.0060.10	Field Facilities Office Space	EACH

Payment is full compensation for providing, equipping, securing, and maintaining the facility; for parking, for telecommunications equipment, installation, and service fees; and for providing bottled water, utilities, fuel, ventilation, and toilet facilities as required, either independently or jointly with the field laboratory, for the time specified in 642.3.

The department will pay for the cost of telecommunications usage fees incurred by department staff.

SER-642-002 (20160808)

60. Construction Staking Miscellaneous, Item SPV.0075.01.

A Description

This special provision describes miscellaneous construction survey work, including the furnishing and setting of construction stakes or pins. This work shall be performed as directed by the engineer. This item is to be used for construction staking for work not included in the As-Let plans and specifications.

B (Vacant)

C Construction

Benchmark data, grades, and alignment shall be obtained or calculated from data in the plan. The engineer will furnish horizontal alignment ties.

Methods of survey and staking shall be approved by the engineer prior to beginning the work. The degree of accuracy used in the survey work shall be consistent with third order, Class II.

Construction stakes shall be placed at locations as directed by the engineer in the field.

Maintain neat, orderly, and complete survey notes and computations in establishing the lines and grades. The survey notes and computations shall be made available to the engineer as the work progresses.

D Measurement

The department will measure Construction Staking Miscellaneous by each hour or portion thereof that the contractor survey crew spends on this work. Prior to setting stakes as directed by the engineer, the contractor and engineer shall agree to have such work measured and paid for under this item. At the end of each day in which the item is used, the contractor shall submit a summary, in writing, of each task performed, along with the associated time, to the engineer for approval and agreement.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.01	Construction Staking Miscellaneous	HR

Payment is full compensation for survey and computation work necessary to locate and set all miscellaneous stakes as directed by the engineer; and for all stakes, lath, equipment, mobilization, and all other incidentals necessary to complete the work.

All work included in the original As-Let plans and specifications shall be paid for using the bid item Survey Project 2709-03-70. The engineer shall determine when construction staking is beyond the work included as part of Survey Project 2709-03-70.

61. Seed No Mow Fescue, Item SPV.0085.01.

A Description

This special provision describes preparing seed beds, furnishing and sowing no mow fescue seeds in conformance with standard spec 630 and as shown on the plans.

B Materials

B.1 General

Furnish and handle seed according to standard spec 630.2.

B.2 Seed Mixture

Furnish a no mow fescue mixture composed of all of the following seed types:

Common Name	Botanical Name
Hard Fescue	<i>Festuca longifolia</i>
Sheep Fescue	<i>Festuca ovina</i>
Chewings Fescue	<i>Festuca rubra</i> var. <i>commutate</i>
Creeping Red Fescue	<i>Festuca rura</i> var. <i>rubra</i>
Dawson Red Fescue	<i>Festuca rubra</i> var. <i>trichyoplyla</i>

A seed mixture showing the proportions of each of the above seed types shall be submitted to the engineer at least seven days prior to placement of the seed mixture.

C Construction

C.1 Preparation of Seed Bed

Prepare the seed bed in conformance with standard spec 630.3.2. Place a seed bed consisting of 6 inches of Topsoil prior to sowing in the designated areas. Topsoil shall have a pH range of 5.5 to 7.4. Salvaged topsoil shall not be used for No Mow Fescue areas. Fertilizer shall not be placed on Seeding No Mow Fescue areas.

C.2 Sowing

Sow the seed mixture according to standard spec 630.3 unless otherwise described hereinafter. Seed shall be dispersed in two directions at right angles to each other, sowing evenly at the rate given by the manufacturer. Do not sow seed in windy conditions.

Sow seed in one of the following seasonal periods:

- August 20 to September 30 (preferred)
- March 15 to May 15

If sowing cannot be accomplished during one of these seasonal periods, dormant seeding after November 15 is acceptable, but the acceptance and establishment periods in this specification still apply.

C.3 Seeding Rates

Seed shall be applied at a rate of 5 pounds per 1000 square feet unless otherwise specified by the manufacturer. Obtain the approval of the engineer for any application other than 5 pounds per 1000 square feet at least seven days prior to the placement of the seed mixture.

Also apply Seeding Nurse Crop to the areas designated for Seeding No Mow Fescue according to standard spec 630.3.3.5.1.

C.4 Covering

Seeding No Mow Fescue areas shall be covered by Erosion Mat Class 1 Type B.

C.5 Watering Requirements

Water the seed bed two to three times per week until the seed germinates and the seedlings are 1 inch high.

C.6 Acceptance of Seed Installation

The seed areas shall be inspected by the engineer once the seedlings reach a height of at least 1 inch. Bare spots larger than 1 square foot or areas without uniform coverage shall be re-seeded.

Take care to protect the seed bed from construction traffic once the seed is sowed. Repairs to damaged areas are incidental to construction.

C.7 Establishment Period

Meet the establishment period requirements according to standard spec 630.3.3.6.

D Measurement

The department will measure Seeding No Mow Fescue by the pound, 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.0085.01	Seeding No Mow Fescue	LB

Payment is full compensation for providing, handling, and storing all seed, for preparing the seed bed, sowing, firming and watering the seed.

Topsoil, erosion mat and seeding nurse crop will be paid under their respective items.

62. Fence Split Rail Three Rail, Item SPV.0090.01.

A Description

Furnish and install at 42 inch tall cedar wood split rail fencing, with three rails, at locations shown on the plans or as designated by the engineer.

B Materials

All fencing shall be constructed of cedar posts and cedar split rails. The fencing materials shall be as commonly obtained from most landscape contractors.

C Construction

The height of the top rail shall be at least 42" above the finished ground.

All posts shall be spaced at 10 foot intervals and set in and backfilled with earth and be a set minimum of 30 inches below finished grade. Spacing between rails and between the ground and lowest rail shall be 12 inches.

D Measurement

The department will measure Fence Split Rail Wood Three-Rail by the linear foot in place, acceptably completed, measured center to center of end posts, along the fence line at the ground line, with deductions for openings.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Fence Split Rail Wood Three-Rail	LF

Payment is full compensation for furnishing all materials; for erecting fence including all hauling, excavation, placing of posts, and backfilling; and for removal of excavated materials.

63. Wick Drains, Item SPV.0090.02.**A Description**

This special provision describes furnishing and installing prefabricated wick drains after topsoil has been removed, ground has been graded for positive drainage, and drainage blanket has been placed. Perform all work according to the plans and as provided herein.

B Materials

Furnish prefabricated wick drains consisting of a plastic or polyethylene core wrapped in a filter geotextile fabric. They shall be ALIDRAIN, AMER-DRAIN Type 407, MEBRA-DRAIN or an approved equal. The core shall be fabricated with suitable drainage channels.

All components of the wick drains shall be insect, rodent, mildew, and rot resistant.

Furnish the wick drains in a wrapping which will protect them from abrasion due to shipping and hauling. The wick drains are to be kept dry until installation.

Clearly mark the wick drain rolls showing the type of vertical drain.

Furnish the engineer for approval manufacturer's certifications previously furnished to the engineer.

C Construction

Install wick drains with approved equipment of a type which will cause a minimum disturbance of the subsoil during the installation operation. Install the wick drain using a mandrel of sleeve which completely encloses the wick drain, thereby protecting it from tears, cuts, and abrasions during installation. The mandrel or sleeve shall be of minimal cross-sectional area.

Submit details of the sequence and method of wick drain installation to the engineer by the contractor a minimum of 14 days prior to the installation of the vertical drains for the engineer's approval. Approval by the engineer will not relieve the contractor of this responsibility to install the wick drains according to these specifications.

Prior to the installation of wick drains within the designated area, demonstrate that the equipment, installation method, and materials produce a satisfactory installation according to these specifications. For this purpose the contractor shall be required to install trial wick drains at locations designated by the engineer.

Wick drains shall be located, numbered, and staked out by the contractor. Do not vary the locations of drains by more than 6 inches from the locations indicated in the plan documents or as demonstrated by the engineer. Staking of wick drains is incidental to wick drain installation.

Force vertically the mandrel with the wick drain inside into the ground to the depth shown on the contract documents. Retract the mandrel leaving the wick drain in place to function as a vertical drain. Cut the wick drain neatly at its upper end with a 12-inch length of drain material extending above the drainage blanket.

Re-level the surface of the granular backfill disturbed by wick drain installation equipment. Regrading will not be allowed. Repair any excessive rutting or deformations in the drainage blanket as directed by the engineer at no additional cost to the department.

Splices or connections in the wick drain material will not be allowed.

Carefully check the wick drain installation equipment for plumbness prior to advancing the wick drain. Equipment shall be no more than 1 inch per foot out of plumb.

When obstructions are encountered below the working surface which in the opinion of the engineer cannot be penetrated using normal and accepted procedures, complete the drain from the elevation of the obstruction to the working surface. At the direction of the engineer, install a new drain within 18-inches of the obstructed drain.

Take all precautions necessary to protect instrumentation devices that have been installed adjacent to wick drains. The contractor shall replace and reinstall any instrumentation equipment that is damaged or becomes unreliable due to his construction operations for no additional compensation.

Wick drains that are out of their proper location, damaged during construction, or wick drains that are improperly installed shall be rejected by the engineer. No payment shall be made of wick drains that are rejected.

Supply the engineer a suitable means of making a linear foot determination of the quantity of wick drain material used at each wick drain location.

D Measurement

The department will measure Wick Drains by the linear foot acceptably completed for the full length of the wick drain installed. The contractor will not be paid for any more than a 12-inch length of wick drain extending above the drainage blanket.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Wick Drains	LF

Payment is full compensation for furnishing wick drains, installation, altering of equipment and methods as necessary to meet the plans and specifications, and for re-leveling the drainage blanket.

No payment shall be made of unacceptable wick drains or for any delays or expense incurred through changes necessitated by improper or unacceptable material or equipment.

Payment for wick drains that encounter obstructions shall be paid for by the linear foot installed at the contract unit price unless the drain has been improperly installed.

64. Heavy Duty Silt Fence, Item SPV.0090.03.

A Description

This special provision describes the delivery, installation, maintenance and removal of Heavy Duty Silt Fence. Install fence as directed by the engineer. Do not remove fence until directed by the engineer. If so directed by the engineer, remove silt at no additional costs. Silt shall be removed before the removal of the fence.

B Materials

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

Provide “studded tee” or “U” type metal posts with a minimum length of 8 feet –3 inches and a minimum weight of 1.3 lb/ft.

Provide geotextile fabric meeting the following requirements:

Property	Unit	Test Method	Minimum Average Roll Value
Grab Tensile Strength	LB.	ASTM D4632	380
Grab Tensile Elongation	%	ASTM D4632	50
Puncture Strength	LB.	ASTM D4833	240
Trapezoid Tear Strength	LB.	ASTM D4533	145
Apparent Opening Size	U.S. Standard Sieve	ASTM D4751	170 (0.09 mm)
Permittivity	sec ⁻¹	ASTM D4491	0.7
Water Flow Rate	Gal/min/ft ²	ASTM D4491	50
UV Resistance after 500 hours	% strength retained	ASTM D4355	70

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

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

C Construction

Install the Heavy Duty Silt Fence as directed by the engineer. Space ties and anchors to adequately resist wave action.

D Measurement

The department will measure Heavy Duty Silt Fence by the linear foot along the fence, 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.0090.03	Heavy Duty Silt Fence	LF

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

65. Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x60-Inch, Item SPV.0090.04.

A Description

This special provision describes furnishing and installing a reinforced concrete horizontal elliptical pipe culvert.

B Materials

Furnish reinforced concrete that is according to pertinent requirements of standard spec 522.2.

C Construction

This section shall meet all applicable requirements of standard spec 522.3.

D Measurement

This section shall meet all applicable requirements of standard spec 522.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x60-Inch	LF

Payment is full compensation for providing, hauling and placing the Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV, geotextile joint wrapping and joint ties for the connection between pipe sections and the connection to reinforced concrete apron endwalls; for furnishing all excavating, including foundation or bed, and any associated dewatering; for backfilling unless granular backfill is specified; for maintaining temporary drainage; and for replacing damaged installations. The department will pay separately for reinforced concrete apron endwalls and alternate endwall installations under reinforced concrete apron endwalls bid item as specified in standard spec 522.5 and other associated bid items.

66. Geotechnical Instrumentation, Item SPV.0105.01.

A Description

A.1 General

This special provision describes installing geotechnical instrumentation and collecting data for the project for the purpose of monitoring ground movement during construction of the embankments. The instrumentation program specified herein and shown on the plans is not intended to be used to ensure the safety of the work.

Install the required instrumentation and collecting the required ground monitoring data as specified herein. The instrumentation program required by this article does not relieve the contractor of responsibility for providing additional instrumentation and monitoring if, in

the contractor's opinion, such additional instrumentation and monitoring are necessary to accomplish the work.

This article covers the work necessary to furnish and install geotechnical instrumentation, maintaining installed instruments, taking initial and subsequent instrument readings, and removal and abandonment, if necessary, of the instruments after construction.

A.2 Submittals

Submit the following specific information for information only, at least 30 days prior to the start of instrument installation, except submit copies of DNR forms as soon as possible after instruments are installed or abandoned:

1. Submit qualifications and experience of instrumentation specialists and personnel.
2. Instrumentation shop drawings detailing locations, depths based on general information shown on the plans, type, details, and other pertinent information showing the installation details for each type of instrumentation required.
3. Drawing that indicates the locations of control points and benchmarks associated with surveys for monitoring geotechnical instrumentation.
4. Description of methods for installing and protecting all instruments.
5. Schedule of instrument installation related to significant activities or milestones in the overall project.
6. Following installation of the instruments and prior to the start of construction, submit as-built shop drawings showing the exact installed location, the instrument identification number, the instrument type, the installation date and time, the heading station or portal on the installation date, when applicable, and the anchor or tip elevation and instrument length, when applicable, and installed locations of control points and benchmarks associated with surveys for monitoring geotechnical instrumentation. Include details of installed instruments, accessories, and protective measures including all dimensions and materials used.
7. Manufacturer's literature describing installation, operation, and maintenance procedures for all instruments, materials, readout units, and accessories.
8. Drilling and installation logs for instrumentation installations prepared by the instrumentation specialist.
9. Submit for each instrument to be installed, as applicable, a certificate issued by the instrument's manufacturer stating that the manufacturer has inspected and tested each instrument before it leaves the factory to see that the instrument is working correctly and has no defects or missing parts.
10. Submit permits and consents for drilling holes from ground surface and conducting monitoring activities.
11. Plans for geotechnical instrumentation to be installed at contractor's option.
12. Copies of completed DNR abandonment forms for vibrating wire piezometers.

A.2 Definitions and Locations

Open Ground: Ground without any above- or below-grade facilities, paved or unpaved roads, and utilities within a 25-foot horizontal radius.

Piezometer (PZ): A vibrating wire piezometer constructed in a borehole.

Point No.	Feature	Station	Off set	Estimated Tip Elev.
PZ1	Embankment	372+00	28' RT	995 feet
PZ2	Embankment	372+00	28' LT	995 feet
PZ3	Embankment	374+00	28' RT	995 feet
PZ4	Embankment	374+00	28' LT	995 feet

Slope Inclinometers (SI): The department will install slope inclinometers at the following locations. Do not damage slope inclinometers. Contractor at his own expense will replace any damaged slope inclinometers.

Point No.	Feature	Station	Off set	Estimated Tip Elev.
SI1	Embankment	372+00	40' LT	960 feet
SI2	Embankment	374+00	40' RT	960 feet

Settlement Gauge (SG): A plate and riser system.

Point No.	Feature	Station	Off set
SG1	Embankment	370+00	24' RT
SG2	Embankment	370+00	24' LT
SG3	Embankment	372+00	24' RT
SG4	Embankment	372+00	24' LT
SG5	Embankment	374+00	24' RT
SG6	Embankment	374+00	24' LT

Readout Post (ROP): Posts with the readout box, positioned with agreement between the contractor and engineer.

A.4 Quality Assurance

A.4.1 General

Notify the engineer at least 24 hours prior to all instrumentation installation operations so that the engineer may monitor the installation work.

Each instrument specified herein shall be the product of an acceptable manufacturer currently engaged in manufacturing geotechnical instrumentation hardware of the specified types.

A.4.2 Personnel Qualifications

Qualified technicians with a minimum of 2 years' experience in the installation of geotechnical instrumentation similar to those specified herein.

Instrumentation Specialist: A professional civil or geotechnical engineer or engineering geologist, with a minimum of 5 years' experience in the installation of instrumentation specified herein, shall prepare instrumentation shop drawings and supervise and direct technicians and be responsible for instrument installation required. The instrumentation specialist shall be physically present at the installation sites to supervise the installations.

A.4.3 Control Points

Surveys for monitoring geotechnical instrumentation shall be referenced to the same control points and benchmarks established for setting out the work. Control points shall be tied to benchmarks and other monuments outside of the zone of ground movements that might result from underground excavations.

A.4.4 Tolerances

SGs and PZs shall be installed within 12 inches of the horizontal locations indicated in this special provision or approved shop drawings.

Should actual field conditions prohibit installation at the locations and elevations indicated on the plans, prior acceptance shall be obtained from the engineer for new instrument locations and elevations.

A.4.5 Project Conditions

Obtain necessary permits for the installation of monitoring systems.

Provide the engineer and the department access to the instruments at all times.

All PZs shall be protected from vandalism or other accidental damage.

B Materials

B.1 Protection

Provide a protection cover for readout post.

B.2 Filter Pack

Filter pack shall be clean natural silica sand; graded such that all of the material passes the No. 4 sieve and is retained on the No. 30 sieve.

B.3 Filter Pack Seal

Filter pack seal shall be clean natural silica sand; graded such that all of the material passes the No. 10 sieve and is retained on the No. 40 sieve.

B.4 Bentonite Seal

Bentonite pellets used to form bentonite seals shall be 3/8-inch diameter compressed pellets made from high swelling montmorillonite.

B.5 Grout

Grout mixes for each instrument type are specified herein.

B.6 Piezometers (PZ)

The vibrating wire piezometer cable will run to the cable box in a trench backfilled with granular backfill.

B.7 Settlement Gauge (SG)

Settlement gauges placed on granular material.

C Construction**C.1 General**

Instrumentation shall be installed at the locations indicated on this special provision or approved shop drawings, and as approved by the engineer. The piezometer shall be installed as described in this special provision.

Locate conduits and underground utilities in all areas where borings are to be drilled and instruments installed. Instrument locations shall be modified, as approved by the engineer, to avoid interference with the existing conduits and utilities. Repair damage to existing utilities resulting from instrument installations at no additional cost to the department.

Geotechnical instrumentation shall be installed and baseline surveys or initial readings completed as described in this special provision. An as-installed position survey shall be conducted to determine the horizontal and vertical positions of all instruments according to the requirements herein. Furnish the engineer with a copy of the results within 3-days of field survey data acquisition.

C.2 Review of Instrumentation Plan

The instrumentation plan specified herein and shown on the plans may be modified by the engineer prior to installation, to suit the contractor's means and methods of construction. Prior to ordering materials or installation of instruments, confer with the engineer as to the suitability of the planned instruments and locations, regarding proximity to excavations and compatibility with the means and methods of excavation, ground support and groundwater control.

Replace, at no cost to the department, instrumentation in place that becomes inaccessible or unreadable as a result of the contractor's means and methods of construction or changes in the contractor's means and methods of construction that could have been anticipated by the contractor prior to installation. The locations of replacement instruments shall be jointly determined by the engineer and contractor.

C.3 Installation

Complete installation and testing of each instrument a minimum of one week prior to as described in this special provision.

The anticipated general locations of instrumentation are shown in this special provision. Check instruments to be installed in borings for interference with utilities and subsurface facilities. Mark locations of all instruments in the field prior to installation acceptance of the location obtained from the engineer. Confer with the engineer in the event that conflicts with utilities occur, and changes to the planned locations become necessary.

All instruments shall be clearly marked, permanently labeled, and protected to avoid being obstructed or otherwise damaged by construction operations or the general public. Protective housing and box or vault covers shall be marked.

After installation of each instrument, survey the as-built location to define the vertical and lateral positions of the exposed parts.

C.4 Protection and Maintenance

Flag and protect all locations. Exercise care during construction so as to avoid damage to instrumentation. Repair or replace instrumentation that is damaged as a result of the contractor's operation at his expense. The engineer will determine whether repair or replacement is required. Complete the repair or replacement as soon as practical after notification by the engineer as to whether a repair or replacement is required.

Maintain exposed parts of installed instruments as necessary to ensure their availability for use for the duration of the work. The engineer will perform maintenance and calibration of readout devices.

C.5 Soil Drilling and Sampling

Hollow stem auger methods may be used to provide a casing for temporary soil support. Boreholes shall be oversized at the ground surface as necessary to accommodate installation of protective covers.

Arrange ports in the drilling bit so that there is no jetting action of the drilling fluid ahead of the bit. Use the minimum amount of fluid necessary to carry away the cuttings.

Complete soil sampling at intervals of 5.0 feet or less using standard penetration tests that are conducted according to ASTM D 1586.

Store representative sample portions not retained for analytical laboratory testing in glass jars approximately 5 inches high and 1-3/4 inches in inside diameter at the mouth. Provide jars with metal screw caps containing a rubber or waxed paper gasket that forms an airtight seal when closed. Provide jars with labels large enough to identify the jar with the project number and name, boring number, sample number, depths at top and bottom of sample, blow count and recovery. Perform the laboratory testing on retained samples as deemed necessary.

Observe all soil drilling and sampling and prepare a log of the boring.

Upon completion of drilling, flush the boring with clear water prior to instrument installation.

C.6 Potholing

Potholing is defined as use of vacuum excavating or low pressure water jetting and vacuum excavating to advance holes with low risk of utility damage to confirm utility locations or to advance holes for grout pipes or geotechnical instrumentation to depths below utilities of concern. Perform potholing to at least one foot below anticipated utility bottom levels prior to installing piezometers.

C.7 Tremie Grouting

Perform tremie grouting by pumping grout through a tremie pipe positioned 3 to 5 feet above the bottom of the space to be grouted. Keep the bottom end of the tremie pipe submerged in grout as the grout level is brought up to the ground surface. The density of the grout flowing from the space at the ground surface shall be the same as the density of the grout being placed. Allow the grout to set for a minimum 12-hour period before additional materials are placed on top of the grout. Top off any settling of grout.

C.8 Installing vibrating wire piezometer

Drill, sample and log borings in soil drilled for the purpose of installing vibrating wire piezometers as specified here in subsection, Soil Drilling and Sampling. Drill borings using 4-inch minimum inside diameter casing and water. Drill the borings so as not to damage adjacent utilities. If use of drilling fluid is necessary to stabilize the borehole, use a biodegradable organic polymeric drilling fluid. Perform a standard penetration test at 5.0-foot depth intervals.

Install the vibrating wire piezometer tip, filter pack, filter pack seal, and annular space seal as determined by contractor's engineer or approved alternatives. The engineer will determine the depth of the sensing zone for each vibrating wire piezometer installed based upon observations of retained soil samples. Withdraw the drill casing in small increments as the backfill materials are placed, so that collapse of the borehole does not occur. Do not rotate casing during withdrawal.

Place filter pack material slowly so that bridging does not occur in the boring and to prevent the instrument from being lifted as the casing is withdrawn. Use a measuring rod or similar device to measure the height of the filter pack to ensure that the filter pack is installed over the proper depth interval. Carefully raise and lower the measuring rod while the filter pack is installed, to prevent bridging and to tamp the filter pack in place.

Place a filter pack seal above the filter pack. Place the filter pack seal in a similar manner as for filter pack material. Place a bentonite seal above the filter pack seal.

Place the annular space seal by tremie grouting. Place the grout in such a manner as to not disturb the integrity of the filter pack and seal.

Grout for the annular space seal for piezometers shall consist of a bentonite to cement ratio of 0.15/1 by weight, with sufficient water to allow pumping. Mix bentonite and water first.

C.10 Installing Settlement Gauge (SG)

Install settlement gauge(SG) at the locations as shown on the plans.

C.11 Schedule of Instruments Installed

For the embankment, install instruments of the number and type, at the locations and to the depths indicated in this special provision.

C.12 Initial Readings

Record initial readings for each instrument as described in this special provision. Notify the engineer when initial readings will be made, and the engineer may elect to participate or observe in taking initial readings.

Record initial vibrating wire piezometer readings a minimum of 48 hours after completing installation and testing of each piezometer. Two sets of vibrating wire piezometer readings, at least 4 hours apart will be taken. If the variation in vibrating wire piezometer readings exceeds 0.1 foot, the two sets of readings will be repeated. The arithmetic average of the two sets of vibrating wire piezometer readings that do not vary by more than 0.1 foot will be used as the initial baseline vibrating wire piezometer readings.

Record initial readings of settlement gauges a minimum of 24 hours after completing each settlement gauge installation. Obtain a minimum of two readings. The arithmetic average of the two initial recorded data readings will be recorded as the initial baseline reading.

C.13 Monitoring Instruments

Obtain and record data readings at regular intervals as specified herein. Submit any newly obtained recorded data to the engineer within 24 hours of obtaining new readings. Settlement gauge elevation readings shall have a tolerance of 0.01 feet and the use of GPS equipment to determine the elevations is prohibited. Measure the ground elevation at the same time as the settlement gauge reading.

After initial readings, obtain and record subsequent regular data readings at each embankment area on regular intervals based on the following criteria:

1. After excavation and backfilling operation to 1 foot above existing ground surface and prior to embankment construction: Record a minimum of one reading per day per instrument.
2. Embankment construction: Record one reading per instrument for every day of embankment construction or at least every two days, whichever is the shorter interval.
3. After embankment construction is completed: Record a minimum of one reading per instrument every two days for one month.
4. Obtain weekly readings from all settlement gauges for a minimum of three months after embankment backfill placement is complete.

Based on evaluation of the data collected, the engineer will determine if continued instrumentation readings are necessary. If additional readings are necessary, the readings will be obtained by the engineer.

C.14 Abandonment of Instrumentation

At the completion of the job or as directed by the engineer, abandon or remove instrumentation. Grout the full depth of instrument casings and pipes by tremie method or by pressure injection from the ground surface. Grout shall consist of cement and water, with the minimum amount of water necessary to allow pumping.

C.15 Protection

Protect instrumentation and terminal boxes from damage as a result of construction activity. Replace any instrumentation and terminal boxes at the contractor costs. Extend existing settlement gauges as part of this work.

D Measurement

The department will measure Geotechnical Instrumentation as a complete single unit of work on a lump sum basis, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Geotechnical Instrumentation	LS

Payment is full compensation for providing submittals, furnishing materials, installation, testing, protection, maintenance, replacement or repair of damaged instruments or installations, obtaining data readings, abandonment.

67. Deep Marsh Excavation Culvert Pipe Maintenance, Item SPV.0105.02.

A Description

This special provision describes all maintaining a culvert pipe in a deep marsh excavation section that is expected to settle during construction.

B Materials

Furnish any culvert pipe, flexible gaskets, or any other material required to maintain drainage through the culvert pipe.

The original culvert pipe extension will be paid for using the Culvert Pipe Temporary bid item

C Construction

Connect the temporary culvert pipe sections to the existing culvert using a flexible gasket. Set the outside inverts of the temporary culvert pipes approximately 6-inches higher than existing ground to allow for settlement.

Inspect culvert pipe regularly to monitor the pipe's ability for water to flow through it. Remove and reinstall the culvert pipe if the invert of the pipe settles more than 6 inches below the elevation of the existing culvert pipe. Removal and reinstallation of the temporary culvert pipe is incidental to the culvert pipe maintenance bid item. Adjust the culvert pipe as many times as needed to maintain drainage until consolidation of the marsh is completed.

Do not disturb any wick drains, settlement gauges or other geotechnical instrumentation during culvert pipe maintenance.

Restore the site immediately after work is completed using Salvaged Topsoil, Fertilizer Type B, Temporary Seed, and Mulch.

D Measurement

The department will measure Deep Marsh Excavation Culvert Pipe Maintenance by the lump sum, 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.0105.02	Deep Marsh Excavation Culvert Pipe Maintenance	LS

Payment is full compensation for providing flexible rubber gaskets; for removing and reinstalling culvert pipe; and for restoration of the work area.

68. Lighting Systems Integrator, Item SPV.0105.03.

A Description

This special provision describes coordinating lighting with various parties; record keeping, and documentation. Where the department is responsible for freeway lighting operation, maintenance, or utility locates on existing systems or systems overlapping project boundaries, the contractor's freeway lighting integrator will serve as the contractor's liaison to the department's electrical operations unit.

B Personnel Qualifications

Assign personnel experienced in underground utility construction and department lighting specifications and practices.

C Construction

At any one time during the project, the contractor shall assign one individual person as the freeway lighting integrator.

The freeway lighting integrator shall:

1. Familiarize himself with the location and nature of existing lighting circuits. This familiarity shall include the extent of any lighting system that overlaps project limits.
2. Maintain a file of applicable permits or licenses issued to the contractor, and convey copies to the engineer.
3. Keep with him at all times a contact list of affected lighting personnel.
4. Maintain a record of tagouts and the clearance of tagouts.
5. Interface with department electrical personnel to determine how contract limits might affect maintenance or operation of existing systems.
6. Maintain ongoing contact with the department's Diggers' Hotline Coordinator to ensure that each of the two persons knows that all requested utility locates are marked in the field by the appropriate party. The intent here is to assure coordination. This special provision does not transfer additional utility locating responsibilities to the contractor, beyond those responsibilities already assigned to him by other provisions of the contract.
7. Inform the department of any lighting outages, including outside the project limits where a lighting system crosses the project boundary.
8. Maintain in any format real-time records of existing, removed and new lighting facilities. Include utility service extensions. Additional required records will include temporary connections and their ultimate removal.
9. Maintain records of tests, including: "meg" tests, amperage draw per circuit leg, voltage reading at the disconnect, and voltage reading at the furthest pole per circuit leg. Convey these records at time of acceptance or partial acceptance.
10. At the time of acceptance or partial acceptance, convey as-built drawings in both the following formats: plan redlines and .pdf electronic. Include utility service extensions.
11. Secure copies of operator's manuals, tear sheets, etc. as may be provided by manufacturers of some lighting materials, and convey a minimum of three sets to the department.
12. Work with the engineer to notify department electrical personnel of acceptance or partial acceptance.
13. Perform related duties as may be needed to ensure continuity of freeway lighting during construction, and orderly transfer upon completion.

D Measurement

The department will measure Lighting System Integrator as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Lighting System Integrator	LS

Payment is full compensation for providing specified expertise, assistance and documents, and personnel costs.

69. Lighting System Survey, Item SPV.0105.04.

A Description

This special provision describes performing a lighting system survey as-built for STH 164 (Lovers Lane – CTH Q to CTH E) and STH 167 Roundabout, as shown on the plans, and hereinafter provided.

B (Vacant)

C Construction

Locate and survey all the lighting units, pull boxes, and control cabinets to sub-meter accuracy. Maintain neat, orderly, and complete survey notes. The survey shall be performed in NAD 83, Wisconsin County Coordinate System (WCCS), and Washington County Coordinates. The data shall be delivered in a comma delimited text file with metadata including datum, county, and date the survey was performed. Data for each point shall have a point number, northing, easting, and point description including pole, pull box, or cabinet number.

D Measurement

The department will measure Lighting System Survey for all lighting units, pull boxes, and control cabinets 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.0105.04	Lighting System Survey	LS

Payment is full compensation for locating and surveying all the lighting units, pull boxes, and control cabinets and for delivery of the comma delimited data file and all survey notes.

70. Survey Project 2709-03-70, Item SPV.0105.05.

A Description

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

Replace standard spec 105.6.1(2) with the following:

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

Replace standard spec 650.1 with the following:

This section describes the contractor-performed construction staking required under individual contract bid items to establish the horizontal and vertical position for all aspects of construction including but not limited to the following:

- storm sewer
- subgrade
- base
- curb and gutter
- sidewalk
- curb ramps ramps
- pipe culverts
- drainage structures
- structure layout
- bridges
- all retaining wall layout
- pavement
- pavement markings (temporary and permanent)
- barriers (temporary and permanent)
- street lighting
- electrical installations
- supplemental control
- slope stakes
- traffic signals
- ITS
- FTMS
- traffic control items
- fencing

Additional staking items not specifically mentioned above shall be staked as part of Survey Project 2709-03-70 for no additional compensation.

B (Vacant)

C Construction

Supplement standard spec 650.3.1 (5) with the following:

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

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

Replace standard spec 650.3.1 (6) with the following:

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

- Raw data files
- Digital stakeout reports
- Control check reports
- Supplemental control files (along with method used to establish coordinates and elevation)
- Calibration report

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

Replace standard spec 650.3.3.1 with the following:

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

Replace standard spec 650.3.3.3.4.1 with the following:

The department will provide the contractor staking packet as described in the Construction and Materials Manual (CMM) 7.10. At any time after the contract is awarded, the available survey and design information may be requested. The department will provide that information within 5 business days of receiving the contractor's request. The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

Supplement standard spec 650.3.3.3.6.2 with the following:

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

D Measurement

Replace standard spec 650.4 with the following:

The department will measure Survey Project 2709-03-70 as a separate 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.0105.05	Survey Project 2709-03-70	LS

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

71. Temporary Sedimentation Basin Installation and Maintenance STA 100+90 LT, Item SPV.0105.06; STA 103+00 RT, Item SPV.0105.07.

A Description

Furnish and maintain a temporary sedimentation basin to intercept sediment-laden runoff and retain the sediment.

B Materials

According to DNR Technical Standard 1064 (Sediment Basin).

All materials necessary to construct the temporary sedimentation basin including fill, temporary culvert pipe, riser, concrete riser base, salvaged topsoil, fertilizer, seed, mulch, erosion mat, and turf reinforcement mat are included in the temporary sedimentation basin installation and maintenance bid item.

C Construction

Furnish, maintain and remove Temporary Sedimentation Basins following the guidance in DNR with DNR Technical Standard 1064 (Sediment Basin). Locations as directed by the engineer. General locations requiring Temporary Sedimentation Basins is at a point of discharge during construction activities. Temporary Sedimentation Basins shall be in place prior to grading operations north of the basins.

All open areas around sedimentation basins shall be restored with erosion mat immediately after construction and immediately after removal of the sedimentation basin. The erosion mat is incidental to construction of the temporary sedimentation basin.

The soil under the sedimentation shall be tilled after the basin is removed to uncompact the soil was compacted with the installation of the sedimentation basin.

Remove the basin after sufficient vegetation has been established on slopes draining to the basin. Do not remove the basin without the written approval of the engineer.

Measure the existing topsoil depth during installation of the temporary sedimentation basin. After the removal of the temporary sedimentation basin backfill the top of the excavation with a minimum of 24 inches of topsoil. If the existing topsoil depth is greater than 24 inches, the topsoil depth shall match the existing topsoil depth.

D Measurement

The department will measure Temporary Sedimentation Basins as a single lump sum unit of work for each individual sedimentation basin, installed according to the contract and 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.0105.06	Temporary Sedimentation Basin Installation and Maintenance Station 100+90 LT	LS
SPV.0105.07	Temporary Sedimentation Basin Installation and Maintenance Station 103+00 RT	LS

Payment is full compensation for furnishing and maintaining each basin; for temporary culvert pipe and endwall, corrugated metal riser, concrete riser base, salvaged topsoil, fertilizer, seed, mulch, erosion mat, and turf reinforcement mat; for removal of the basin; and for restoration of disturbed area after removal.

72. Salvage and Reinstall Crushed Limestone Driveway, Item SPV.0105.08.**A Description**

This special provision describes removing, salvaging, and reinstalling crushed limestone at a private driveway.

B Materials

If additional material is needed provide Base Aggregate Dense $\frac{3}{4}$ -Inch meeting standard spec 305 of the standard specs. Additional material is incidental to this item.

C Construction

Remove and salvage the existing crushed limestone driveway material in locations shown on the plans. Document the depth of the existing crushed limestone driveway and provide documentation to the engineer. Take precautions when removing the existing driveway material to keep topsoil and subgrade material from mixing with the crushed limestone.

Stockpile material if needed but do not remove from the project site.

Install salvaged material at the location of the relocated driveway according to standard spec 305 of the standard specs. The depth of material shall be the same depth as the existing driveway. Do not install crushed limestone that has been mixed with topsoil or subgrade material.

Surplus material becomes the property of the contractor and shall be removed from the site.

If additional material is needed the contractor shall provide Base Aggregate Dense $\frac{3}{4}$ -Inch and install according to standard spec 305.

D Measurement

The department will measure Salvage and Reinstall Crushed Limestone Driveway by the cubic 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.0105.08	Salvage and Reinstall Crushed Limestone Driveway	CY

Payment is full compensation for removing and salvaging existing crushed limestone; for stockpiling crushed limestone material; for installing salvaged material; for disposing of surplus material from the project; and for hauling, placing, and installing additional material.

73. Concrete Sidewalk 12-Inch, Item SPV.0165.01.**A Description**

This special provision describes providing twelve-inch thick concrete sidewalk as shown hereinafter in the plans.

B Materials

Furnish concrete and expansion joint filler according to standard spec 602.2.

C Construction

Construct according to standard spec 602.3.

D Measurement

The department will measure Concrete Sidewalk 12-Inch by the square 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.0165.01	Concrete Sidewalk 12-Inch	SF

Payment is full compensation for providing materials, including concrete and expansion joints; backfilling and disposing of surplus material; for placing, finishing, protecting, and curing.

Curb Ramp Detectable Warning Fields shall be paid for separately.

74. Remove and Salvage Brick Pavers, Item SPV.0165.02.

A Description

This special provision describes removing and salvaging brick pavers as shown on the plans, directed by the engineer, and as hereinafter provided.

B (Vacant)

C Construction

Remove existing brick pavers in a way that minimizes damage to the brick paver. Stockpile the brick paver for reinstallation under a separate bid item.

Any remaining brick not reinstalled under the separate bid item becomes property of the contractor and shall be disposed of outside of the project limits.

Brick pavers to remain that are damaged shall be replaced by the contractor for no additional compensation.

Furnish and maintain an aggregate base course ramp meeting the requirements of Base Aggregate Dense 1 ¼-Inch between the edge of the brick pavers and the construction grade during construction to prevent damage to the existing brick pavers to remain.

D Measurement

The department will measure Remove and Salvage Brick Pavers by the square foot of surface area 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.0165.02	Remove and Salvage Brick Pavers	SF

Payment is full compensation for removing and stockpiling brick pavers; for furnishing and maintaining aggregate base course ramps; and for disposal of any remaining pavers not reinstalled.

75. Install Salvaged Brick Pavers, Item SPV.0165.03.

A Description

This special provision describes installing salvaged brick pavers on bedding sand and geotextile fabric on locations shown in the plans, directed by the engineer, and hereinafter provided.

B Materials

Transport previously stockpiled pavers and deliver to the project site.

B.1 Bedding and Joint Sand

Furnish a bedding sand course that meets the gradation requirements of ASTM C 33 as shown below. The bedding sand shall be clean, non-plastic, and free from deleterious of foreign matter. The sand shall be natural or manufactured from crushed rock. Limestone screenings or stone dust that do not conform to the grading requirements below shall not be used. Submit sieve analysis test results from an independent testing laboratory for compliance of the material to be furnished.

BEDDING SAND
GRADING REQUIREMENTS

ASTM C 33	
Sieve Size	Percent Passing
9.5 mm	100
4.75 mm	95 to 100
2.36 mm	85 to 100
1.18 mm	50 to 85
600 µm	25 to 60
300 µm	10 to 30
150 µm	2 to 10

Joint sand shall be clean, non-plastic, and free from deleterious or foreign matter. The sand shall be natural or manufactured from crushed rock and shall conform to the grading requirements of ASTM C 144 as shown below. Submit sieve analysis test results from an independent testing laboratory for compliance of the material to be furnished.

JOINT SAND
GRADING REQUIREMENTS

ASTM C 144		
	Natural Sand	Manufactured Sand
Sieve Size	Percent Passing	Percent Passing
4.75 mm	100	100
2.36 mm	95 – 100	95 to 100
1.18 mm	70 – 100	70 to 100
600 µm	40 – 75	40 to 75
300 µm	10 – 35	20 to 40
150 µm	2 – 15	10 to 25
75 µm	0	0 to 10

Joint Sand Stabilizer Additive shall be one of the following:

1. SandLock by Pave Tech/Pave Chem, P.O. Box 576, Prior Lake, MN 55372, Phone 800-728-3832
2. Resiblock '22' by Resiblock Ltd., Resiblock House, Archers Fields Close, Basildon, Essex SS13 1DW, UK, Phone 44 (0) 1268 273344.

3. Techni-Seal Polymetric Sand available from Unilock Chicago, Inc., 301 East Sullivan Road, Aurora, IL 60504, Phone 800-UNILOCK
4. Approved Equal

B.2 Geotextile Fabric

Furnish a filter fabric meeting the requirements of Geotextile Fabric Type DF Schedule A according to standard spec 645.

C Construction

Install the salvaged brick pavers in a pattern that matches the pattern of the existing driveway.

C.1 General

Installation shall be by a contractor and crew with at least 5 years' of experience in placing interlocking unit pavers on projects of similar nature or dollar cost. Provide the engineer with a list of projects similar in size and dollar value prior to installing pavers.

C.2 Paver Installation

Install geotextile over the aggregate base course and wrap up edges one-inch. Spread levelling course evenly over the geotextile fabric and screed. Set pavers high enough to allow for settling that will occur during final compaction. The screeded levelling course shall not be disturbed. Place sufficient levelling course in order to stay ahead of the laid pavers. Do not use levelling course to fill depressions in the aggregate base course. Pavers shall be free of foreign material before installation. Inspect pavers prior to installation. Do not install broken, cracked, chipped, stained, or otherwise damaged pavers. Lay the pavers in a pattern that matches the pattern of the existing driveway. Maintain straight pattern lines. Joints between the pavers shall be between 1/16-inch and 5/32-inch wide. Pavers shall be cut with a double blade paver splitter or masonry saw. Install edge restraints before placing unit pavers. Install edge restraints to comply with manufacturer's written instructions. Install stakes at intervals required to hold edge restraints in place during and after unit paver installation. Use edge restraints along all unrestrained paver edges and supported on a minimum of 6-inches of aggregate base. Sweep the paver surface clean of all debris before compacting, in order to avoid damage from point loads.

C.3 Compaction

Use a low amplitude, high frequency plate compactor with compactive effort of 3000 lbs to compact the pavers into the levelling course. Compact the pavers and sweep dry joint sand and joint sand stabilizer additive into the joints according to manufacturer's recommendations. All work to within 3 feet (1 m) of the laying face must be left fully compacted with sand-filled joints at the completion of each day.

Compact adjacent existing brick pavers not removed and install joint sand to existing joints for the first 3 feet of the existing brick paver driveway that was not disturbed.

C.4 Quality Control

The final surface elevations shall not deviate more than 3/8-Inch under a 10-foot long straightedge.

D Measurement

The department will measure Install Salvaged Brick Pavers by the square foot of surface area, 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.0165.03	Install Salvaged Brick Pavers	SF

Payment is full compensation for furnishing all materials except base aggregate dense, including salvaged brick pavers, geotextile fabric, bedding sand, joint sand and additive, and edging; delivering, storing, protecting, placing, and finishing; for transporting brick pavers from the stockpile site; and for performing the necessary compaction.

Existing brick pavers that are to remain that are damaged by the contractor shall be replaced for no additional compensation.

76. Wall Concrete Panel Mechanically Stabilized Earth R-66-39, Item SPV.0165.04.

A Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system according to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

This special provision describes the quality management program (QMP) for Mechanically Stabilized Earth (MSE) walls. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of the MSE wall, which meets all the requirements of this provision.

This special provision describes contractor quality control (QC) sampling and testing for backfill density testing, documenting those results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures.

B Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Concrete Panel Mechanically Stabilized Earth Wall systems. Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The department maintains a list of pre-approved proprietary wall systems. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid opening date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared according to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section in Room 601 of the Hill Farms State Transportation Building in Madison or by calling (608) 266-8494.

B.2 Design Requirements

It is the responsibility of the contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit electronically to the engineer and Bureau of Structures for review and acceptance. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the wall shall be in compliance with the current American Association of State Highway and Transportation Officials LRFD (AASHTO LRFD) Bridge Design Specifications with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined according to Table 11.5.7-1 in AASHTO LRFD.

Design and construct the walls according to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer. Where walls or wall sections intersect with an included angle of 130 degrees or less, a vertical corner element separate from the standard panel face shall abut and interact with the opposing standard panels. The corner element shall have ground reinforcement connected specifically to that panel and shall be designed to preclude lateral spread of the intersecting panels. If the wall is installed in front of a bridge abutment or wing, it shall also be designed to resist the applied abutment/bridge lateral forces specified on the plans.

Walls parallel to supporting highway traffic shall be designed for the effects of highway surcharge loading equivalent of 2 feet soil surcharge weight or 240 psf. The design shall also consider the traffic barrier impact where applicable. Walls that do not carry highway traffic shall be designed for a live load surcharge of 100 psf according to Chapter 14 of the WisDOT LRFD Bridge Manual or as stated on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratios (CDR) for sliding, eccentricity, and bearing checks is performed by the department and are provided on the wall plans.

The design of the wall by the contractor shall consider the internal and compound stability of the wall mass according to AASHTO LRFD 11.10.6. The internal stability shall include soil reinforcement pullout, soil reinforcement rupture, and panel-reinforcement connection failure at each soil reinforcement level. The design shall be performed using the Simplified Method or Coherent Gravity Method. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

The wall facing shall be designed according to AASHTO LRFD 11.10.2.3. The facing panels shall also be designed to resist compaction stresses that occur during the wall erection. The minimum thickness of the facing panel shall be 5.5 inches. The surface area of a standard single panel cannot exceed 60 square feet. The maximum height of a standard panel shall be 5 feet. The top and bottom panels may exceed 5 foot in height based on site topography subject to the approval by the Structures Design Section. The design of the steel reinforcement within the panels shall be based on one-way bending action. Design the wall panels and joints between panels to accommodate a maximum differential settlement of 1 foot over a 100-foot length, unless the plans indicate other.

The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 of the wall height, or as shown on the plan. In no case shall this length be less than 8 feet. The soil reinforcement length shall be the same from the bottom to the top of the wall. All soil reinforcement layers shall be connected to facings. The soil reinforcement shall extend a minimum of 3.0 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be 31 inches. The uppermost layer of the reinforcement shall be located between 6 inches and 18 inches below the bottom of an overlying slab, footing or top of the wall. The upper layers of the soil reinforcement shall also be checked to verify that they have sufficient tensile resistance against traffic barrier impact where applicable.

All soil reinforcement required for the reinforced soil zone shall be connected to the face panels. The reinforcement and the reinforcement/facing connection strength shall be designed to resist maximum factored reinforcement loads according to AASHTO LRFD Section 11.10.6. Facing connection strength shall be defined as the resistance factor times the failure load, or the load at 0.5 inch deformation times 0.9, whichever is less. The nominal long term design strength in steel reinforcement and connections shall be based upon assumed conditions at the end of the design life.

Soil reinforcement shall be prefabricated into single or multiple elements before galvanizing. Soil reinforcement shall be fabricated or designed to avoid piling, drainage structures or other obstacles in the fill without field modifications. Unless approved by the Bureau of Structures cutting or altering of the basic structural section of either the strip or grid at the site is prohibited, a minimum clearance of 3" shall be maintained between any obstruction and reinforcement, and splicing reinforcement is not allowed.

The minimum embedment of the wall shall be 1 foot 6 inches below finished grade, or as given on the plans. All walls shall be provided with a concrete leveling pad. Minimum wall embedment does not include the leveling pad depth. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad.

Wall facing units shall be installed on a concrete leveling pad. The bottom units shall be horizontal and centered on the leveling pad. The minimum thickness of the leveling pad shall be 6-inches. The minimum width of the leveling pad shall be 12-inches.

B.3 Wall System Components

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All documentation related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

B.3.1 Wall Facing

Wall facing shall consist of modular precast concrete face panels produced by a wet cast process, and have cast-in-place concrete pads or footings. The concrete panels shall have a minimum strength of 4000 psi at 28 days. The concrete for the panels shall be air entrained, with an air content of 6% +/- 1.5%. All materials for the concrete mixture for the panels shall meet the requirements of standard spec 501. The panel edges shall be configured so as to conceal the joints. The detail shall be a shiplap, tongue and groove or other detail adequate to prevent vandalism or ultraviolet light damage to the backside of the wall joint covering. Joints between panels shall be no more than 0.75 inch. Use full wall height slip joints at points of differential settlement when detailed on the plan. Horizontal joints must be provided with a compressible bearing material to prevent concrete to concrete contact.

For cast in place concrete cap or coping, use poured concrete Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

For concrete leveling pad, use Grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete.

A minimum of two bearing pads shall be used per panel. The allowable bearing stress shall not exceed 900 psi. The bearing pads shall be preformed EPDM rubber conforming to ASTM D2000, Grade 2, Type A, Class A with a minimum Durometer Hardness of 80, or high-density polyethylene pads with a minimum density of 0.034 lb/in³ according to ASTM D1505.

An 18-inch wide geotextile shall be used on the backface of the wall panels to cover all panel joints. The geotextile shall meet the physical requirements stated in standard spec 645.2.4 for Geotextile, Type DF, Schedule B, except that the grab tensile strength shall be a minimum of 180 pounds in both the machine and cross-machine directions. The geotextile shall be attached with a standard construction adhesive suitable for use on concrete surfaces and cold temperatures. The adhesive shall be applied to the panels, not to the geotextile.

B.3.2 Backfill

Furnish and place backfill for the wall as shown on the plans and as hereinafter provided.

Place backfill in a zone extending horizontally from the back face of the wall facing to 1 foot minimum beyond the end of the reinforcement and extending vertically from the top of the leveling pad to a minimum of 3 inches above the final reinforcement layer.

Use natural sand or a mixture of sand with gravel, crushed gravel or crushed stone. Do not use foundry sand, bottom ash, blast furnace slag, crushed/recycled concrete, crushed/milled asphaltic concrete or other potentially corrosive material.

Provide material conforming to the following gradation requirements as per AASHTO T27.

Sieve Size	% by Weight Passing
1 inch	100
No. 40	0 - 60
No. 200	0 - 15

The material shall have a liquid limit not greater than 25, as per AASHTO T89, and a plasticity index not greater than 6, as per AASHTO T90. Provide the percent by weight, passing the #4 sieve.

In addition, backfill material shall meet the following requirements.

Test	Method	Value	
		(Galvanized)	(Aluminized Type 2)
pH	AASHTO T-289	5.0-10.0	5.0 – 9.0
Sulfate content	AASHTO T-290	200 ppm max.	
Chloride content	AASHTO T-291	100 ppm max.	
Electrical Resistivity	AASHTO T-288	3000 ohm-cm min.	1500 ohm-cm min.
Organic Content	AASHTO T-267	1.0% max.	
Angle of Internal Friction	AASHTO T-236 ^[1]	30 degrees min. (At 95.0% of maximum density and optimum moisture, per AASHTO T99, or as modified by C.2.)	

[1] If the amount of P-4 material is greater than 60%, use AASHTO 236 with a standard-size shear box. Test results of this method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

If the amount of P-4 material is less than or equal to 60%, two options are available to determine the angle of internal friction. The first method is to perform a fractured faces count, per ASTM D5821, on the R-4 material. If more than 90% of the material is fractured on one face and more than 50% is fractured on two faces, the material meets the specifications and the angle of internal friction can be assumed to be 30 degrees. The second method allows testing all P-1" material, as per AASHTO T-236, with a large shear box. Test results of this second method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

Prior to placement of the backfill, obtain and furnish to the engineer a certified report of test results that the backfill material complies with the requirements of this specification. Specify the method used to determine the angle of internal friction. This certified report of test shall be less than 6 months old. Tests will be performed by a certified independent laboratory. In addition, when backfill characteristics and/or sources change, provide a certified report of tests for the new backfill material. Additional certified report of tests are also required. These additional backfill tests may be completed at the time of material production or material placement, with concurrence of the engineer. If this additional testing is completed at the time of material production, complete testing for every 2000 cubic yards of backfill or portion thereof. If this additional testing is completed at the time of material placement, complete testing for every 2000 cubic yards of backfill, or portion thereof, used per wall. For the additional required testing for every 2000 cubic yards of backfill placement, if the

characteristic of the backfill and/or the source has not changed then Angle of Internal Friction tests are not included in the additional required testing. All certified reports of test results shall be less than 6 months old and performed by a certified independent laboratory.

B.3.3 Soil Reinforcement

All steel portions of the wall system exposed to earth shall be galvanized. All soil reinforcement and attachment devices shall be carefully inspected to ensure they are true size and free from defects that may impair the strength and durability. Soil reinforcement shall be galvanized or aluminized Type 2. Galvanized soil reinforcement shall be according to AASHTO M 111 or ASTM A641. Aluminized soil reinforcement shall be according to ASTM A463 Aluminized Type 2-100, SS, Grade 50, Class 2. Design of galvanized soil reinforcement shall be according to Section 11.10.6.4.2 of the current AASHTO LRFD Specifications. The design life of steel soil reinforcements shall comply with AASHTO LRFD. Aluminized soil reinforcement shall be limited 16 years of steel protection. Aluminized steel shall only be used on soil reinforcement elements and shall not be used on facing connections or any other steel portion of the wall system. Steel soil reinforcement shall be prefabricated into single or multiple elements before galvanizing.

C Construction

C.1 Excavation and Backfill

Excavation and preparation of the foundation for the MSE wall and the leveling pad shall be according to standard spec 206. The volume of excavation covered is limited to the width of the reinforced mass and to the depth of the leveling pad unless shown or noted otherwise on the plan. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth, after compaction.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall panels, soil reinforcement, or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. Place and compact material beyond the reinforced soil zone to allow for proper compaction of material within the reinforced zone. The MSE reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back panels. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the panels.

C.2 Compaction

Compact all backfill behind the wall as specified in standard spec 207.3.6. Compact the backfill to 95.0% of maximum dry density as determined by AASHTO T-99 (modified to compute densities to the nearest 0.1 pcf).

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the panels. Do not use sheepsfoot or padfoot rollers within the reinforced soil zone.

A minimum of 3 inches of backfill shall be placed over the MSE reinforcement prior to working above the reinforcement.

C.3 Wall Components

C.3.1 General

Erect panel facing and other associated elements according to the wall manufacturer's construction guide. Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing.

The MSE reinforcement shall lay horizontally on the top of the most recently placed and compacted layer of MSE backfill. Bending of MSE reinforcement that result in a kink in the reinforcement shall not be allowed. If skewing of the reinforcement is required due to obstructions in the reinforced fill, the maximum skew angle shall not exceed 15 degrees from the normal position unless a greater angle is shown on the plans. The adequacy of the skewed reinforcement in such a case shall be addressed by supporting calculations.

C.3.2 Steel Layers

Place the steel reinforcement full width in one piece as shown on the plans. No splicing will be allowed. Maintain elements in position during backfilling.

C.3.3 Panel Tolerances

As backfill material is placed behind a panel, maintain the panel in its proper inclined position according to the supplier specifications and as approved by the engineer. The supplier shall specify the back batter so that the final position of the wall is vertical. Vertical tolerances and horizontal alignment tolerances shall not exceed $\frac{3}{4}$ -inch when measured along a 10-foot straight edge. The maximum allowable offset in any panel joint shall be $\frac{3}{4}$ -inch. The overall vertical tolerance of the wall (plumbness from top to bottom) shall not exceed $\frac{1}{2}$ -inch per 10 feet of wall height. Erect the precast face panels to ensure that they are located within 1 inch from the contract plan offset at any location to ensure proper wall location at the top of the wall. Provide a $\frac{3}{4}$ -inch joint separation between all adjacent face panels to prevent direct concrete-to-concrete contact. Maintain this gap by the use of bearing pads and/or alignment pins. Failure to meet this tolerance shall cause the engineer to require

the contractor to disassemble and re-erect the affected portions of the wall. In addition, imperfect molding, honeycombing, cracking or severe chipping of panels shall be cause of panel rejection.

C.4 Quality Management Program

C.4.1 Quality Control Plan

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

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

1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
4. Descriptions of stockpiling and hauling methods.
5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
6. Location of the QC laboratory, retained sample storage, and other documentation.
7. A summary of the locations and calculated quantities to be tested under this provision.
8. A proposed sequencing plan of wall construction operations and random test locations.

C.4.2 Quality Control Personnel

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at the each grading site during all wall backfill placement, compaction, and nuclear testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.

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

C.4.3 Equipment

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

Furnish nuclear gauges from the department's approved product list at <http://www.atwoodsystems.com/>. Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.

Conform to ASTM D6938 and CMM 8-15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Perform each test for 4 minutes of nuclear gauge count time.

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

C.4.4 Documentation

- (1) Document all observations, inspection records, and process adjustments daily. Submit test results to the department's project materials coordinator on the same day they become available.
- (2) Use forms provided in CMM Chapter 8. Note other information in a permanent field record and as a part of process control documentation enumerated in the contractor's quality control plan. Enter QC data and backfill material certified report results into the applicable materials reporting system (MRS) software within 5 business days after results are available.
- (3) Submit final testing records and other documentation to the engineer electronically within 10 business days after all contract-required information becomes available. The engineer may allow submission of scanned copies of hand-written documentation.

C.4.5 Quality Control (QC) Testing

Perform compaction testing on the backfill. Conform to CMM 8-15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 150 cubic yards of backfill, or major portion thereof in each lift. A minimum of one test for every lift is required. Deliver documentation of all compaction testing results to the engineer at the time of testing.

Perform 1 gradation test every 750 cubic yards of fill and one 5-point Proctor test (or as modified in C.2) every 2,250 cubic yards of fill. Provide the region split samples of both within 72 hours of sampling, at the region laboratory. Test sites shall be selected using

ASTM Method D3665. Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.

C.4.6 Department Testing

C.4.6.1 General

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project, and provide test results to the contractor within 2 business days after the department obtains the sample.

C.4.6.2 Quality Verification (QV) Testing

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.4.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 30% of the required contractor density, Proctor and gradation tests.
- (3) The department will locate density tests and gradation samples randomly, at locations independent of the contractor's QC work. The department will split each Proctor and gradation QV sample, testing half for QV, and retaining the remaining half for 10 business days.
- (4) The department will conduct QV Proctor and gradation tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If density QV test results are nonconforming, the area shall be reworked until the density requirements of this special provision are met. If the gradation test results are nonconforming, standard spec 106.5 will apply. Differing QC and QV nuclear density values of more than 1.5 pcf will be investigated and resolved. QV density tests will be based on the appropriate QC Proctor test results, unless the QV and QC Proctor result difference is greater than 3.0 pcf. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

C.4.6.3 Independent Assurance (IA)

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:

1. Split sample testing.
 2. Proficiency sample testing.
 3. Witnessing sampling and testing.
 4. Test equipment calibration checks.
 5. Reviewing required worksheets and control charts.
 6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.4.6.4.

C.4.6.4 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C.5 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation of the entire reinforced soil zone, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

D Measurement

The department will measure the Wall Concrete Panel Mechanically Stabilized Earth by the square foot, acceptably completed, measured at the front face of wall as defined by the pay limits the contract plans show. Unless the engineer directs in writing, a change to the limits indicated on the contract plan, wall area constructed above or below these limits will not be measured for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.04	Wall Concrete Panel Mechanically Stabilized Earth R-66-39	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings and leveling pad; constructing the retaining system including drainage system; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and performing compaction testing.

Payment limit for all walls is the line of minimum embedment per section B.2. No payment will be made for additional embedment detailed for construction purposes. Parapets, railings, abutment bodies and other items above the wall cap or coping will be paid for separately. Vehicle barrier and its support will be paid separately.

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

77. Wall Modular Block Gravity R-66-40, Item SPV.0165.05.

A Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system according to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

B Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Modular Block Gravity Wall systems. Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The department maintains a list of pre-approved proprietary wall systems. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid closing date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared according to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section in the Hill Farms State Transportation Building in Madison or by calling (608) 266-8494.

B.2 Design Requirements

It is the responsibility of the contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit electronically to the engineer and Bureau of Structures for review and acceptance. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the wall shall be in compliance with the current American Association of State Highway and Transportation Officials LRFD (AASHTO LRFD) Bridge Design Specifications with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined according to Table 11.5.7-1 in AASHTO LRFD.

Design and construct the walls according to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer.

Walls shall be designed for a minimum live load surcharge of 100 psf according to Chapter 14 of the WisDOT LRFD Bridge Manual or as shown on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratio (CDR) for sliding, eccentricity, and bearing checks is provided by the department and are provided on the wall plans.

The design of the wall by the contractor shall consider the internal and compound stability of the wall mass according to AASHTO LRFD 11.10.6. Internal stability shall also be considered at each block level. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. The width of the modular block from front face to back face of the wall shall be included in the design computations and shown on the wall shop drawings. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Wall facing units shall be designed according to AASHTO LRFD 11.10.2.3.

The minimum embedment of the wall shall be 1 foot 6 inches below finished grade, or as given on the plans. All walls shall be provided with a concrete leveling pad. Minimum wall embedment does not include the leveling pad depth. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad.

Wall facing units shall be installed on concrete leveling pads. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

Concrete leveling pads shall be as wide as the proposed blocks plus 6 inches, with 6 inches of the leveling pad extending beyond the front face of the blocks. The minimum thickness of the leveling pad shall be 6-inches.

B.3 Wall System Components

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All documentation related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

B.3.1 Wall Facing

Wall facing units shall consist of precast modular concrete blocks. Furnish concrete produced by a dry-cast or wet-cast process. Concrete for all blocks shall not contain less than 565 pounds of cementitious materials per cubic yard. The contractor may use cement conforming to standard spec 501.2.1 or may substitute for portland cement at the time of batching conforming to standard spec 501.2.6 for fly, standard spec 501.2.7 for slag, or standard spec 501.2.8 for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30% of the total cementitious content by weight.

Dry-cast concrete blocks shall be manufactured according to ASTM C1372 and this specification.

All units shall incorporate a mechanism or devices that develop a mechanical connection between vertical block layers. Units that are broken, have cracks wider than 0.02" and longer than 25% of the nominal height of the unit, chips larger than 1", have excessive

efflorescence, or are otherwise deemed unacceptable by the engineer, shall not be used within the wall. A single block type and style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan.

The top course of facing units shall be as noted on the plans, either;

- Solid precast concrete unit designed to be compatible with the remainder of the wall. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material.
- A formed cast-in-place concrete cap. A cap of this type shall have texture, color, and appearance, as noted on the plans. The vertical dimension of the cap shall not be less than 3 1/2 inches. Expansion joints shall be placed in the cap at a maximum spacing of 20 feet unless noted otherwise on the plan. Use Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Block dimensions may vary no more than $\pm 1/8$ inch from the standard values published by the manufacturer. Blocks must have a minimum depth (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is 1 3/4 inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

If pins are used to align modular block facing units, they shall consist of a non-degrading polymer, or hot dipping galvanized steel and be made for the express use with the modular block units supplied, to develop mechanical interlock between facing unit block layers. Connecting pins shall be capable of holding the wall in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices.

For concrete leveling pad, use Grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete.

B.3.2 Material Testing

Provide independent quality verification testing of project materials according to the following requirements:

Test	Method	Requirement	
		Dry-cast	Wet-cast
Compressive Strength (psi)	ASTM C140	5000 min.	4000 min.
Air Content (%)	AASHTO T152	N/A	6.0 +/-1.5
Water Absorption (%)	ASTM C140	6 max. ^[3]	N/A
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262 ^[1]	1.0 max. ^{[2][3]} 1.5 max. ^{[2][3]}	N/A

- [1] Test shall be run using a 3% saline solution and blocks greater than 45 days old.
- [2] Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.
- [3] The independent testing laboratory shall control and conduct all sampling and testing. Prior to sampling, the manufacturer's representative shall identify materials by lot. Five blocks per lot shall be randomly selected for testing. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. At no expense to the department, the contractor shall remove all rejected blocks from the project. If a random sample of five blocks of any lot tested by the department fails to meet any of the above testing requirements, the entire lot will be considered non-conforming.

The contractor and fabricator shall coordinate with the independent testing agency to ensure that strength and air content samples can be taken appropriately during manufacturing. At the time of delivery of materials, furnish the engineer a certified report of test from an AASHTO-registered or ASTM-accredited independent testing laboratory for each lot.

The certified test report shall include the following:

- Project ID
- Production process used (dry-cast or wet-cast)
- Name and location of testing facility
- Name of sampling technician
- Lot number and lot size

Testing of project materials shall be completed not more than 18 months prior to delivery. Independent testing frequency shall not exceed 5000 blocks for dry-cast blocks and the lesser of 150 CY or 1 day's production for wet-cast blocks. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at no expense to the department.

Nonconforming materials will be subject to evaluation according to standard spec 106.5.

B.3.3 Backfill

Furnish and place backfill for the wall as shown on the plans and as hereinafter provided.

Wall Backfill, Type A, shall comply with the requirements for Coarse Aggregate Size No. 1 as given in standard spec 501.2.5.4. All backfill placed within a zone from the top of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

A layer of Geotextile Type "DF" (Schedule B) shall be placed vertically between the backfill and the Type A backfill. The geotextile shall extend from the top of the leveling pad to 6 inches below the surface of the retained soil. The geotextile shall then wrap across the top of the Type A backfill to the back of block wall facing.

Backfill placed between retained soil and Type A backfill shall comply with the requirements for Granular Backfill Grade 1 as contained in standard spec 209.2.2. The contractor may substitute Type A Backfill for Granular Backfill Grade 1.

C Construction

C.1 Excavation and Backfill

Excavation and preparation of the foundation for the wall and the leveling pad shall be according to standard spec 206. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth, after compaction. Backfilling shall closely follow erection of each course of wall facing units.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back face of modular blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

C.2 Compaction

Compact wall backfill Type A with at least three passes of lightweight manually operated compaction equipment, acceptable to the engineer.

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the modular blocks.

C.3 Wall Components

Erect wall facing units and other associated elements according to the wall manufacturer's construction guide and to the lines, elevations, batter, and tolerances as shown on the plans. Center the initial layer of facing units on the leveling pad; then level them and properly align them. Fill formed voids or openings in the facing units with wall backfill, Type A. Remove all debris on the top of each layer of facing units, before placing the next layer of facing units.

Install all pins, rods, clips, or other devices used to develop mechanical interlock between facing unit layers according to the manufacturer's directions.

C.4 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

D Measurement

The department will measure Wall Modular Block Gravity R-66-40 by the square foot, acceptably completed, measured at the front face of wall as defined by the pay limits the contract plans show. Unless the engineer directs in writing, a change to the limits indicated on the contract plan, wall area constructed above or below these limits will not be measured for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.05	Wall Modular Block Gravity R-66-40	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings and leveling pad; constructing the retaining system including drainage system; providing backfill, backfilling, compacting, and performing compaction testing.

Payment limit for all walls is the line of minimum embedment per section B.2. No payment will be made for additional embedment detailed for construction purposes.

Parapets, railings, and other items above the wall cap or coping will be paid for separately. Vehicle barrier and its support will be paid separately.

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

78. Appendix A – Test Methods & Sampling for HMA Pavement PWL QMP.

Appendix A

TEST Methods & Sampling for HMA Pavement PWL QMP.

The following procedures are included to the HMA Pavement Percent Within Limits (PWL) Quality Management Program (QMP) special provision:

- WisDOT Procedure for Nuclear Gauge/Core Correlation – Test Strip
- WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production
- Sampling for WisDOT HMA PWL QMP

WisDOT Procedure for Nuclear Gauge/Core Correlation – Test Strip

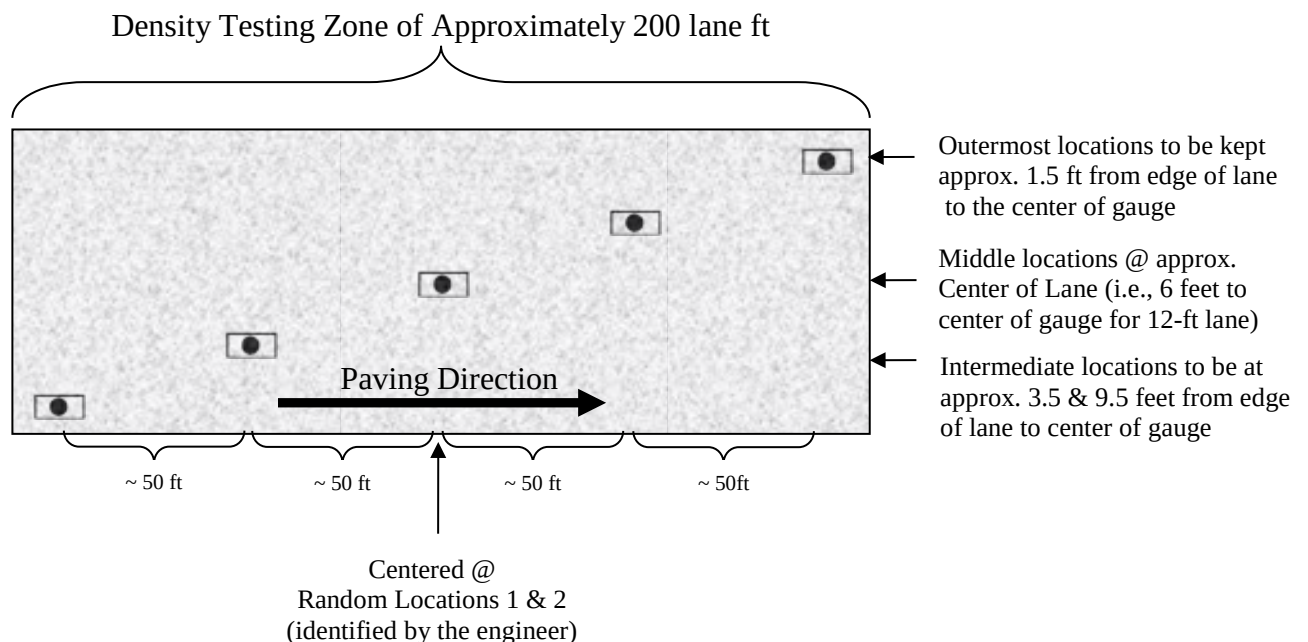
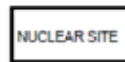


Figure 1: Nuclear/Core Correlation Location Layout

The zones are supposed to be undisclosed to the contractor/roller operators. The engineer will not lay out density/core test sites until rolling is completed and the cold/finish roller is beyond the entirety of the zone. Sites are staggered across the 12-foot travel lane, and do not include shoulders. The outermost locations should be 1.5-feet from the center of the gauge to the edge of lane. [NOTE: This staggered layout is only applicable to the test strip. All mainline density locations after test strip should have a longitudinal- as well as transverse-random number to determine location as detailed in the *WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production* section of this document.]

Individual locations are  represented by the symbol as seen in Figure 1 above. The symbol is two-part, comprised of the nuclear test locations and the location for coring the pavement, as distinguished here:



The nuclear site is the same for QC and QV readings for the test strip, i.e., the QC and QV teams are to take nuclear density gauge readings in the same footprint. Each of the QC and QV teams are to take a minimum of two one-minute readings per nuclear site, with the gauge rotated 180 degrees between readings, as seen here:



Figure 2: Nuclear gauge orientation for (a) 1st one-minute reading and (b) 2nd one-minute reading

Photos should be taken of each of the 10 core/gauge locations of the test strip. This should include gauge readings (pcf) and a labelled core within the gauge footprint. If a third reading is needed, all three readings should be recorded and documented. Only raw readings in pcf should be written on the pavement during the test strip, with a corresponding gauge ID/SN (generalized as QC-1 through QV-2 in the following Figure) in the following format:



Figure 3: Layout of raw gauge readings as recorded on pavement

Each core will then be taken from the center of the gauge footprint, and will be used to correlate each gauge with laboratory-measured bulk specific gravities of the pavement cores. One core in good condition must be obtained from each of the 10 locations. If a core is damaged at the time of extracting from the pavement, a replacement core should be taken immediately adjacent to the damaged core, i.e., from the same footprint. If a core is damaged during transport, it should be recorded as damaged and excluded from the correlation. Coring after traffic is on the pavement should be avoided. The contractor is responsible for coring of the pavement. Coring and filling of core holes must be approved by the engineer. The QV team is responsible for the labeling and safe transport of the cores from the field to the QC laboratory. Core density testing will be conducted by the contractor and witnessed by department personnel. The contractor is responsible for drying the cores following testing. The department will take possession of cores following initial testing and is responsible for any verification testing.

Each core 150 mm (6 inches) in diameter will be taken at locations as identified in Figure 1. Each random core will be full thickness of the layer being placed. The contractor is responsible for thoroughly drying cores obtained from the mat according to ASTM D 7227 prior to using specimens for in-place density determination according to AASHTO T 166.

Cores must be taken before the pavement is open to traffic. Cores are cut under department/project staff observation. Relabel each core immediately after extruding, or ensure that labels applied to pavement prior to cutting remain legible. The layer interface should also be marked immediately following extrusion. Cores should be cut at this interface, using a wet saw, to allow for density measurement of only the most recently placed layer. Cores should be protected from excessive temperatures such as direct sunlight. Also, there should be department custody (both in transport and storage) for the cores until they are tested, whether that be immediately after the test strip or subsequent day if agreed upon between department and contractor. Use of concrete cylinder molds works well to transport cores. Cores should be placed upside down (flat surface to bottom of cylinder mold) in the molds, one core per mold, cylinder molds stored upright, and ideally transported in a cooler. Avoid any stacking of pavement cores.

WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production

For nuclear density testing of the pavement beyond the test strip, QC tests will be completed at three locations per subplot, with a subplot defined as 1500 lane feet. The three locations will represent the outside, middle, and inside of the paving lane (i.e., the lane width will be divided into thirds as shown by the dashed longitudinal lines in Figure 3 and random numbers will be used to identify the specific transverse location within each third according to CMM 8-15). Longitudinal locations within each subplot shall be determined with 3 independent random numbers. The PWL Density measurements do not include the shoulder and other appurtenances. Such areas are tested by the department and are not eligible for density incentive. Each location will be measured with two one-minute gauge readings oriented 180 degrees from one another, in the same footprint as detailed in Figure 2 above. Each location requires a minimum of two readings per gauge. QV nuclear testing will consist of one randomly selected location per subplot. The QV is also comprised of two one-minute readings. This is depicted as follows, with QC test locations shown as solid lines and QV as dashed.

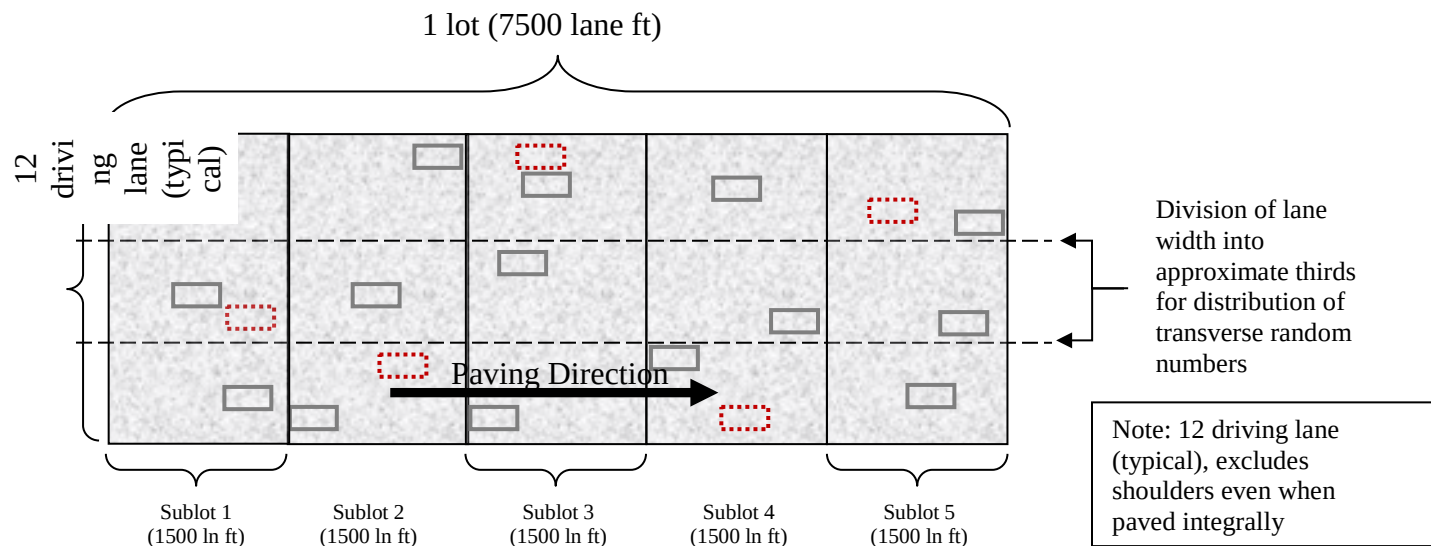


Figure 5: Locations of main lane HMA density testing (QC=solid lines, QV=dashed)

QC and QV nuclear density gauge readings will be statistically analyzed according to the following section of this Appendix. (Note: For density data, if F- and t-tests compare, QC data will be used for the subsequent calculations of PWL value and pay determination. However, if an F- or t-test does not compare, the QV data will be used in subsequent calculations.)

Sampling for WisDOT HMA PWL QMP

Delete CMM 8-36.4 Sampling Hot Mix Asphalt and replace with the following to update subplot tonnages:

Sampling Hot Mix Asphalt

At the beginning of the project, the contractor determines the anticipated tonnage to be produced. The frequency of sampling is 1 per 750 tons (subplot) for QC and 1 per 3750 tons (lot or 5 sublots) for QV as defined by the PWL QMP SPV. A test sample is obtained randomly from each subplot. The contractor must submit the random numbers for all mix sampling to the department before production begins.

Example 1

Expected project production is 12,400 tons. The number of required samples is determined based on this expected production (per PWL QMP SPV) and is determined by the random sample calculation.

Sample 1 – from 50 to 750 tons
Sample 2 – from 751 to 1500 tons
Sample 3 – from 1501 to 2250 tons
Sample 4 – from 2251 to 3000 tons
Sample X –
Sample 16 – from 11,251 to 12,000 tons
Sample 17 – from 12,001 to 12,400 tons

To allow for plant start-up variability, the procedure calls for the first random sample to be taken at 50 tons or greater per production day (not intended to be taken in the first two truckloads). Random samples calculated for 0-50 ton should be taken in the next truck (51-75 ton). This procedure is to be used for any number of samples per project.

If the production is less than the final randomly generated sample tonnage, then the random sample is to be collected from the remaining portion of that subplot of production. If the randomly generated sample is calculated to be within the first 0-50 tons of the subsequent day of production, it should be taken in the next truck. Add a random sample for any fraction of 750 tons at the end of the project. Lot size will consist of 3750 tons with sublots of 750 tons. Partial lots with less than three subplot tests will be included into the previous lot, by the engineer.

It's intended that the plant operator not be advised ahead of time when samples are to be taken. If the plant operator is involved in recording a Pb (%AC) to match up with the mix sample tonnage, then notification need not be earlier than 60 minutes before the mix sample being taken.

If belt samples are used during troubleshooting, the blended aggregate will be obtained when the mixture production tonnage reaches approximately the sample tonnage. For plants with storage silos, this could be up to 60 minutes in advance of the mixture sample that's taken when the required tonnage is shipped from the plant.

Delete CMM 8-36.4.2.1 through 8-36.4.2.3 and replace with the following *PWL Split Sample Sizes*

PWL Split Sample Sizes

- Minimum sample sizes are referenced below and are guidance for meeting requirements for test completion.

Mixture NMAS	Minimum Individual Sample Size
$\leq 12.5\text{mm}$ (1/2")	35 lb (4 x 35 = 140 lb)
19.0mm - 25.0mm (3/4" - 1")	50 lb (4 x 50 = 200 lb)
$\geq 37.5\text{mm}$ (1-1/2")	80 lb (4 x 80 = 320 lb)

- The total sample for larger NMAS (nominal maximum aggregate size) mixtures will be enough to provide the required minimum testing sample size as defined in Figure 6.

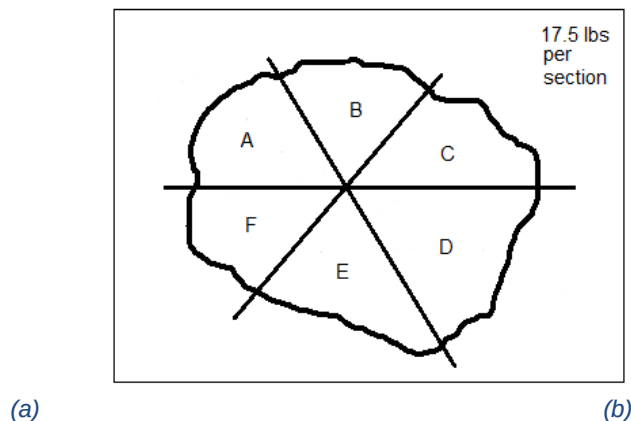
Delete 8-36.5.1.1 Step 1 and replace with the following *Initial Splitting of Sample*

Initial Splitting of Sample

For QC sample reduction the HMA sample in the containers is mixed and quartered. The quartering process should then proceed as follows:

- Collect the minimum sample size given in the *PWL Split Sample Size* section above. Split the sample into "Test" and "Retained" samples. Place entire sample on table, quickly re-mix and split to minimize temperature loss. Split the Test and Retained samples as shown on Figure 6. For 1/2" mixes start with at least a total of 105 lb of HMA.

Figure 6 Superpave Sample for 105 lb for three-way split for QC, QV, and retained samples



- For a three-way split shown in Figure 3, *diagonal sections*, as indicated on the sketch, must be combined to form the QV sample (A+D), retained sample (B+E) and the QC test sample (C+F). The retained sample must be bagged, labeled, and stored in a safe dry place. The retained samples may be tested using the "rule of retained" (see "Definitions" section).
- The QC and QV test samples are then further split for the specified tests. Continue the splitting process in *Further Reduction of Samples to Test Sizes* for the test materials until individual samples are in the oven.

Delete CMM 8-36.5.2 Use of Alternative Sampling / Quartering Devices (ex: Quartermaster) and replace with the following:

Use of Alternative Sampling / Quartering Devices (ex: Quartermaster)

Use of other devices to assist in the sampling and splitting procedures may be used with approval of the department. The Quartermaster is one such device. A picture of a Quartermaster device is shown in Figure 7.

Figure 7 Quartermaster Quartering Device



Example 3

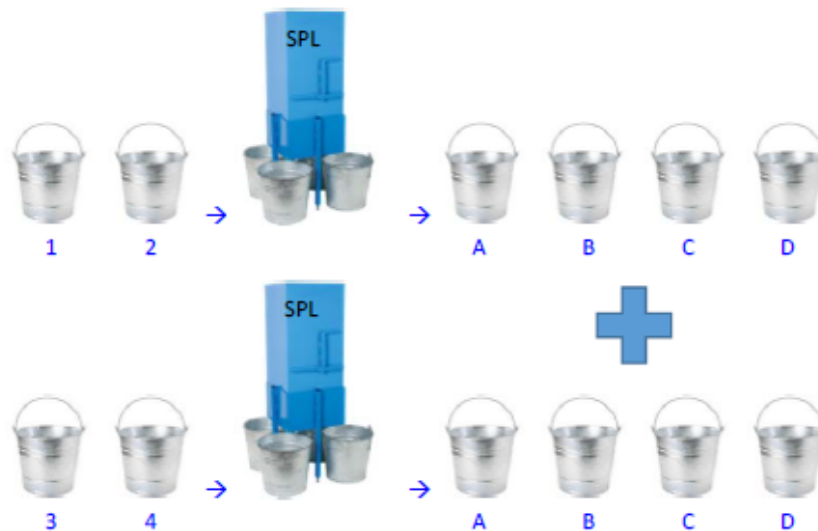
If a quartermaster is used to reduce a PWL split sample into the proper quantities, it is required to collect four times the minimum sample size shown in *PWL Split Sample Sizes* (e.g. 4 x 35 is approximately 140 lb), use the selected device to split, and discard the extra quadrant of material. The quartermaster is used to blend the asphalt mixture to minimize any segregation during the splitting process. The following steps help to ensure uniform splits for each party/quadrant and should be followed for each PWL sample collected.

Figure 8 PWL Sample Splitting with Quartermaster

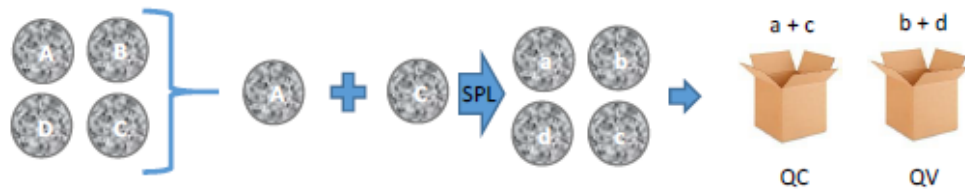
Step 1: Grab 4 buckets of loose mix from truck (if using a Department-approved mechanical sampling device & increased-capacity hopper, place the minimum material sample weight requirement in the hopper and skip to step 3):



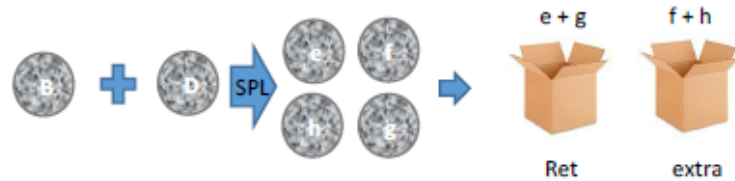
Step 2: Send Buckets 1 & 2 thru Quartermaster to fill half of each A thru D. Then split Buckets 3 & 4 to fill remaining half of buckets A thru D.



Step 3: Recombine Opposite Corner Buckets A & C, to yield a, b, c, & d. Then recombine opposite corners (a&c, b&d) to yield first two box samples.



Step 4: Recombine Opposite Corner Buckets B & D, to yield e, f, g, & h. Then recombine opposite corners (e&g, f&h) to yield remaining two box samples.



**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 12 (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 10 (number) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

I. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

II. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

1. Description

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

2. Definitions

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

- a. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
- b. **DBE:** A small business certified as disadvantaged business enterprise (DBE) under the federal DBE program and included on the Wisconsin UCP DBE Directory deemed ready, willing and able.
- c. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
- d. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- e. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- f. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. The bid percentage should demonstrate the efforts of the prime contractor prior to bid. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

4. WisDOT Interpretation of Federal DBE Program Provision

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

a. Department's DBE Evaluation Process

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

b. Documentation Submittal

The contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506]. Effective January 1, 2017, the contractor will be required to submit the documentation within 5 business days after bid opening. All necessary supporting documentation including Attachment 'A' forms and/or Good Faith Efforts Form

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

(1) **Bidder Meets DBE Goal**

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage calculation. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

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

- i. If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Efforts Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith efforts submission.
- ii. The department will evaluate the bidder's good faith effort request and notify the bidder of one of the following:
 - (a) If the department grants a good faith efforts, the bid is eligible for contract execution with respect to DBE commitment.
 - (b) If the department rejects the good faith efforts request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith efforts request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

c. **Bidder Fails to Submit Documentation**

If the contractor fails to furnish the Commitment to Subcontract to DBE Form [DT1506] within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

5. Department's Criteria for Good Faith Effort

Appendix A of 49 CFR Part 26, is the guiding regulation concerning good faith efforts. However, the federal regulations do not explicitly define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own practices to create a process for making a determination of adequate good faith. WisDOT evaluates good faith on a contract basis just as each contract award is evaluated individually.

The department will only approve a contractor's good faith efforts if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith efforts will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- a. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

b. Prime Contractors should:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT- approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
- (2) Prime contractors may request assistance with DBE outreach and follow-up by contacting the department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Requesting assistance with outreach is not a decisive factor in the review Good faith effort evaluation. Phone numbers are 414-438-4584 and/or 414-659-0487; Fax: 414-438-5392; E-mail: DOTDBESupportServices@dot.wi.gov.
- (3) Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - i. Solicit quotes from certified DBE firms who match 'possible items to subcontract' using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which you are seeking quotes to DOTDBESupportServices@dot.wi.gov.
 - ii. SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
 - (a) Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - (b) Solicit quotes at least 10 calendar days prior to the letting date, at least two Fridays before the letting, to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - (c) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up solicitation.
 - iii. Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit or insurance if requested.
 - v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - (a) Email to all prospective DBE firms in relevant work areas.
 - (b) Phone call log to DBE firms who express interest via written response or call.
 - (c) Fax/letter confirmation
 - (d) Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

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

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

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

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

6. Use of Joint Checks

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

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

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

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

7. Bidder's Appeal Process

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

8. Department's Criteria for DBE Participation

Directory of DBE firms

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

9. Counting DBE Participation

Assessing DBE Work

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

10. Commercially Useful Function

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

11. Credit Evaluation for Trucking

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

12. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

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

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

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

13. Credit Evaluation for DBE Primes

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

14. Joint Venture

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

15. Mentor Protégé

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

16. DBE Replacement or Termination

Contractual Requirement

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

Contractor Considerations

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

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

The Request to Replace or Terminate a DBE

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

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

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

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

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

Evaluation and Response to the Request

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

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

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

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

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

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

18. Contract Modifications

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors that were committed to equal work items, in the original contract.

19. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

APPENDIX A

Sample Contractor Solicitation Letter Page 1

This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

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

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

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

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

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternatives are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

- ☐ Yes, we will be quoting on the projects and items listed below
- ☐ No, we are not interested in quoting on the letting or its items referenced below
- ☐ Please take our name off your monthly DBE contact list
- ☐ We have questions about quoting this letting. Please have someone contact me at this number

Prime Contractor's Contact Person

DBE Contractor Contact Person

Phone: _____

Fax: _____

Email: _____

Phone: _____

Fax: _____

Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternatives are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

APPENDIX B

BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

This list is not a set of requirements; it is a list of potential strategies

Primes

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance.
- Participate in speed networking and mosaic exercises as arranged by DBE office.
- Host information sessions not directly associated with a bid letting.
- Participate in a formal mentor protégé or joint venture with a DBE firm.
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods.
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

DBE

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs.
- Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Consider membership in relevant industry or contractor organizations.
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities.
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively.
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal.
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract.
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

APPENDIX D

Good Faith Effort Evaluation Guidance

Excerpt from Appendix A of 49 CFR Part 26

APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - D.
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a

contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Appendix E

Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription.

Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request.
 - d. Add attachments to sub-quotes.
3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.
4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses.
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
 - c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
 - c. Add attachments to a sub-quote.
 - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime.
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to www.bidx.com and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588.

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Release of Routine Retainage

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

ADDITIONAL SPECIAL PROVISIONS 5**Fuel Cost Adjustment****A Description**

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

B Categories of Work Items

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

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

C Fuel Index

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

The base Fuel Index (BFI) for this contract is \$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 joint surfaces of material that might prevent bonding. Blow clean and dry with oil-free compressed air immediately before filling.
-

415.5.1 General

Replace paragraph six with the following effective with the December 2017 letting:

- (6) Payment for Concrete Pavement Joint Filling is full compensation for filling concrete pavement joints; filling adjacent curb and gutter joints; and for sawing.
-

440.3.4.2 Contractor Testing

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

- (2) Coordinate with the engineer at least 24 hours before making profile runs for acceptance unless the engineer approves otherwise. The department may require testing to accommodate staged construction or if corrective action is required.
-

455.5.3 Tack Coat

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

- (2) The department will adjust pay for Tack Coat, under the Nonconforming Tack Coat administrative item, for nonconforming material the engineer allows to remain in place at a maximum of 75 percent of the contract unit price.

460.2.7 HMA Mixture Design

Replace paragraph one with the following effective with the December 2017 letting:

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to CMM 8-66.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	LT	MT	HT	SMA
ESALs x 10 ⁶ (20 yr design life)	<2.0	2 - <8	>8	—
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821) (one face/2 face, % by count)	65/—	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	43	45	45
Sand Equivalency (AASHTO T176, min)	40	40	45	50
Gyratory Compaction				
Gyrations for N _{ini}	6	7	8	8
Gyrations for N _{des}	40	75	100	65
Gyrations for N _{max}	60	115	160	160
Air Voids, %V _a (%G _{mm} N _{des})	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G _{mm} N _{ini}	<= 91.5 ^[1]	<= 89.0 ^[1]	<= 89.0	—
% G _{mm} N _{max}	<= 98.0	<= 98.0	<= 98.0	—
Dust to Binder Ratio ^[2] (% passing 0.075/P _{be})	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 ^[4] ^[5]	65 - 75 ^[3] ^[5]	65 - 75 ^[3] ^[5]	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) ^[6] ^[7]				
no antistripping additive	0.75 min	0.75 min	0.75 min	0.75 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)	—	—	—	0.30

^[1] The percent maximum density at initial compaction is only a guideline.

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

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

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

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

^[6] WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

^[7] Run TSR at asphalt content corresponding to 3.0% air void regressed design using distilled water for testing.

460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Replace paragraph six with the following:

- (6) Conduct TSR tests during mixture production according to CMM 8-36.6.14. Test each full 50,000 ton production increment, or fraction of an increment, after the first 5000 tons of production. Perform required increment testing in the first week of production of that increment. If production TSR values are below the limit specified in CMM 8-36.6.14, notify the engineer. The engineer and contractor will jointly determine a corrective action.
-

502.2.7 Preformed Joint Filler

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use preformed joint filler conforming to AASHTO M153, AASHTO M213, or ASTM D8139.
-

502.3.7.8 Floors

Replace paragraph fourteen with the following effective with the December 2017 letting:

- (14) Unless specified otherwise, transversely tine finish the floors of structures with approach pavements designed for speeds of 40 mph or greater as specified in 415.3.8.3, except make the tining 1/8 inch in depth and do not perform tining within 12 inches of gutters. The contractor may apply a broom finish, described below, instead of the artificial turf drag finish required before tining. The contractor may perform tining manually, if it obtains a finish satisfactory to the engineer. Perform tining within 20 degrees of the centerline of bearing of the substructure units on bridge decks having skew angles of 20 degrees or greater.
-

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://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

(2) Ensure that all tiers of subcontractors, including all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Non-discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective August 2015 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>

Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses*. “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses*. “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

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

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID**

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx>

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

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

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

General Decision Number: 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 Publication Date
0 01/05/2018

BRWI0001-002 06/01/2016

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

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

BRWI0002-002 06/01/2016

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

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

BRWI0002-005 06/01/2016

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

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

BRWI0003-002 06/01/2016

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

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

BRWI0004-002 06/01/2016

KENOSHA, RACINE, AND WALWORTH COUNTIES

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

BRWI0006-002 06/01/2016		

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

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

BRWI0007-002 06/01/2016		

GREEN, LAFAYETTE, AND ROCK COUNTIES

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

BRWI0008-002 06/01/2016		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

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

BRWI0011-002 06/01/2016		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

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

BRWI0019-002 06/01/2016		

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

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

BRWI0034-002 06/01/2015		

COLUMBIA AND SAUK COUNTIES

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

CARP0087-001 05/01/2016		

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

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

CARP0252-002 06/01/2016		

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

WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

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

CARP0252-010 06/01/2016		

ASHLAND COUNTY

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

CARP0264-003 06/01/2016		

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

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

CARP0361-004 05/01/2016		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

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

CARP2337-001 06/01/2016		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
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 Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 16.47	14.84
Technician.....	\$ 26.00	17.70

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2017

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 31.15	18.22

ELEC0890-003 06/01/2017

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 33.25	19.34

ELEC0953-001 07/01/2015

	Rates	Fringes
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Line Construction:

(1) Lineman.....	\$ 42.14	32% + 5.00
(2) Heavy Equipment Operator.....	\$ 40.03	32% + 5.00
(3) Equipment Operator.....	\$ 33.71	32% + 5.00
(4) Heavy Groundman Driver..	\$ 26.78	14.11
(5) Light Groundman Driver..	\$ 24.86	13.45
(6) Groundsman.....	\$ 23.18	32% + 5.00

 ENGI0139-005 06/05/2017

Rates Fringes

Power Equipment Operator

Group 1.....	\$ 39.27	22.05
Group 2.....	\$ 38.77	22.05
Group 3.....	\$ 38.27	22.05
Group 4.....	\$ 38.01	22.05
Group 5.....	\$ 37.72	22.05
Group 6.....	\$ 31.82	22.05

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour
 EPA Level "B" protection - \$2.00 per hour
 EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine

Tender.

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2017

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO
COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 31.24	26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2017

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.19	26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2017

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.50	23.82

IRON0498-005 06/01/2016

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 36.29	30.77

IRON0512-008 05/01/2017

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.50	26.45

IRON0512-021 05/01/2017

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.04	26.45

LAB00113-002 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

LAB00113-003 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

LAB00113-011 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

LAB00140-002 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, TREMPÉALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

LABORER

Group 1.....	\$ 30.71	16.79
Group 2.....	\$ 30.81	16.79
Group 3.....	\$ 30.86	16.79
Group 4.....	\$ 31.06	16.79
Group 5.....	\$ 30.91	16.79
Group 6.....	\$ 27.34	16.79

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/05/2017

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.99	16.79
Group 2.....	\$ 31.09	16.79
Group 3.....	\$ 31.14	16.79
Group 4.....	\$ 31.34	16.79
Group 5.....	\$ 31.19	16.79
Group 6.....	\$ 27.34	16.79

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

* PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

PAIN0108-002 06/01/2017

RACINE COUNTY

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

PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

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

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2017

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 27.40	20.48
3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic.....	\$ 27.55	20.48

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

March 2017

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.



Proposal Schedule of Items

Page 1 of 19

Proposal ID: 20180508013 Project(s): 2709-03-70

Federal ID(s): WISC 2018239

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4400 CPM Progress Schedule	1.000 EACH	_____.	_____.
0004	201.0105 Clearing	231.000 STA	_____.	_____.
0006	201.0205 Grubbing	231.000 STA	_____.	_____.
0008	203.0100 Removing Small Pipe Culverts	143.000 EACH	_____.	_____.
0010	203.0200 Removing Old Structure (station) 01. 203+71	LS	LUMP SUM	_____.
0012	204.0100 Removing Pavement	565.000 SY	_____.	_____.
0014	204.0110 Removing Asphaltic Surface	85.000 SY	_____.	_____.
0016	204.0115 Removing Asphaltic Surface Butt Joints	335.000 SY	_____.	_____.
0018	204.0125 Removing Asphaltic Surface Milling	4,840.000 TON	_____.	_____.
0020	204.0150 Removing Curb & Gutter	4,335.000 LF	_____.	_____.
0022	204.0155 Removing Concrete Sidewalk	45.000 SY	_____.	_____.
0024	204.0165 Removing Guardrail	1,082.000 LF	_____.	_____.
0026	204.0170 Removing Fence	2,210.000 LF	_____.	_____.
0028	204.0190 Removing Surface Drains	14.000 EACH	_____.	_____.
0030	204.0195 Removing Concrete Bases	1.000 EACH	_____.	_____.
0032	204.0210 Removing Manholes	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 2 of 19

Proposal ID: 20180508013 Project(s): 2709-03-70

Federal ID(s): WISC 2018239

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.0220 Removing Inlets	2.000 EACH	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 01. 18-INCH	285.000 LF	_____.	_____.
0038	204.0245 Removing Storm Sewer (size) 02. 24 INCH	300.000 LF	_____.	_____.
0040	204.0245 Removing Storm Sewer (size) 03. 30-INCH	130.000 LF	_____.	_____.
0042	204.9060.S Removing (item description) 01. PIPE GATE	1.000 EACH	_____.	_____.
0044	204.9060.S Removing (item description) 02. PRIVATE SIGN	3.000 EACH	_____.	_____.
0046	204.9060.S Removing (item description) 03. BOLLARDS	2.000 EACH	_____.	_____.
0048	204.9060.S Removing (item description) 04. LIGHT POLE	1.000 EACH	_____.	_____.
0050	204.9060.S Removing (item description) 05. SOLAR FLASHING BEACONS AND POLES	4.000 EACH	_____.	_____.
0052	204.9105.S Removing (item description) 01. TIMBER RETAINING WALL STA 74+35 RT	LS	LUMP SUM	_____.
0054	204.9105.S Removing (item description) 02. TIMBER RETAINING WALL STA 163+00 RT STH 167	LS	LUMP SUM	_____.
0056	204.9105.S Removing (item description) 03. MODULAR BLOCK RETAINING WALL STA 230+30 LT	LS	LUMP SUM	_____.
0058	204.9105.S Removing (item description) 04. STONE WALL STA 18+25 LT SHADY LANE	LS	LUMP SUM	_____.



Proposal Schedule of Items

Page 3 of 19

Proposal ID: 20180508013 Project(s): 2709-03-70

Federal ID(s): WISC 2018239

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	204.9105.S Removing (item description) 05. STONE WALL STA 19+25 LT SHADY LANE	LS	LUMP SUM	_____.
0062	204.9105.S Removing (item description) 06. STONE WALL STA 18+75 RT SHADY LANE	LS	LUMP SUM	_____.
0064	204.9105.S Removing (item description) 09. Traffic Signals STH 164 & Pleasant Hill Road	LS	LUMP SUM	_____.
0066	204.9105.S Removing (item description) 10. SOLAR DEVICE AND POLE	LS	LUMP SUM	_____.
0068	204.9180.S Removing (item description) 01. CONCRETE DITCH LINING	3,730.000 SY	_____.	_____.
0070	205.0100 Excavation Common	625,149.000 CY	_____.	_____.
0072	205.0400 Excavation Marsh	11,129.000 CY	_____.	_____.
0074	205.2000.S Settlement Gauges	6.000 EACH	_____.	_____.
0076	209.2500 Backfill Granular Grade 2	26,160.000 TON	_____.	_____.
0078	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 2709-03-70	LS	LUMP SUM	_____.
0080	213.0100 Finishing Roadway (project) 01. 2709-03-70	1.000 EACH	_____.	_____.
0082	305.0110 Base Aggregate Dense 3/4-Inch	13,790.000 TON	_____.	_____.
0084	305.0120 Base Aggregate Dense 1 1/4-Inch	150,385.000 TON	_____.	_____.
0086	310.0110 Base Aggregate Open-Graded	110.000 TON	_____.	_____.
0088	311.0110 Breaker Run	14,140.000 TON	_____.	_____.



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0090	313.0110 Pit Run	54,853.000 TON	_____.	_____.
0092	371.1000.S QMP Base Aggregate Dense 1 1/4-Inch Compaction	150,385.000 TON	_____.	_____.
0094	405.0100 Coloring Concrete WisDOT Red	375.000 CY	_____.	_____.
0096	415.5110.S Concrete Pavement Joint Layout	1.000 LS	_____.	_____.
0098	416.0170 Concrete Driveway 7-Inch	900.000 SY	_____.	_____.
0100	416.0512 Concrete Truck Apron 12-Inch	1,050.000 SY	_____.	_____.
0102	416.0610 Drilled Tie Bars	8.000 EACH	_____.	_____.
0104	416.1010 Concrete Surface Drains	16.300 CY	_____.	_____.
0106	440.4410 Incentive IRI Ride	32,800.000 DOL	1.00000	32,800.00
0108	450.4000 HMA Cold Weather Paving	10,000.000 TON	_____.	_____.
0110	455.0605 Tack Coat	27,055.000 GAL	_____.	_____.
0112	460.2005 Incentive Density PWL HMA Pavement	38,730.000 DOL	1.00000	38,730.00
0114	460.2010 Incentive Air Voids HMA Pavement	38,730.000 DOL	1.00000	38,730.00
0116	460.6223 HMA Pavement 3 MT 58-28 S	44,575.000 TON	_____.	_____.
0118	460.6224 HMA Pavement 4 MT 58-28 S	23,200.000 TON	_____.	_____.
0120	465.0110 Asphaltic Surface Patching	400.000 TON	_____.	_____.



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0122	465.0120 Asphaltic Surface Driveways and Field Entrances	1,458.000 TON	_____.	_____.
0124	465.0315 Asphaltic Flumes	717.000 SY	_____.	_____.
0126	465.0425 Asphaltic Shoulder Rumble Strips 2-Lane Rural	55,986.000 LF	_____.	_____.
0128	465.0475 Asphalt Centerline Rumble Strips 2-Lane Rural	28,000.000 LF	_____.	_____.
0130	502.3200 Protective Surface Treatment	83.000 SY	_____.	_____.
0132	504.0500 Concrete Masonry Retaining Walls	67.000 CY	_____.	_____.
0134	505.0600 Bar Steel Reinforcement HS Coated Structures	11,325.000 LB	_____.	_____.
0136	516.0500 Rubberized Membrane Waterproofing	23.000 SY	_____.	_____.
0138	520.1024 Apron Endwalls for Culvert Pipe 24-Inch	16.000 EACH	_____.	_____.
0140	520.2024 Culvert Pipe Temporary 24-Inch	20.000 LF	_____.	_____.
0142	520.3324 Culvert Pipe Class III-A 24-Inch	308.000 LF	_____.	_____.
0144	521.0342 Apron Endwalls for Culvert Pipe Sloped Cross Drains Steel 42-Inch 4 to 1	2.000 EACH	_____.	_____.
0146	521.0535 Apron Endwalls for Pipe Arch Sloped Cross Drains Steel 35x24-Inch 4 to 1	24.000 EACH	_____.	_____.
0148	521.0542 Apron Endwalls for Pipe Arch Sloped Cross Drains Steel 42x29-Inch 4 to 1	2.000 EACH	_____.	_____.
0150	521.0557 Apron Endwalls for Pipe Arch Sloped Cross Drains Steel 57x38-Inch 4 to 1	2.000 EACH	_____.	_____.



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0152	521.0571 Apron Endwalls for Pipe Arch Sloped Cross Drains Steel 71x47-Inch 4 to 1	2.000 EACH	_____.	_____.
0154	521.1524 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 24-Inch 6 to 1	24.000 EACH	_____.	_____.
0156	521.1536 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 36-Inch 6 to 1	2.000 EACH	_____.	_____.
0158	521.1728 Apron Endwalls for Pipe Arch Sloped Side Drains Steel 28x20-Inch 6 to 1	110.000 EACH	_____.	_____.
0160	521.1735 Apron Endwalls for Pipe Arch Sloped Side Drains Steel 35x24-Inch 6 to 1	10.000 EACH	_____.	_____.
0162	521.3124 Culvert Pipe Corrugated Steel 24-Inch	380.000 LF	_____.	_____.
0164	521.3136 Culvert Pipe Corrugated Steel 36-Inch	31.000 LF	_____.	_____.
0166	521.3728 Pipe Arch Corrugated Steel 28x20-Inch	1,700.000 LF	_____.	_____.
0168	521.3735 Pipe Arch Corrugated Steel 35x24-Inch	131.000 LF	_____.	_____.
0170	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	395.000 LF	_____.	_____.
0172	522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch	108.000 LF	_____.	_____.
0174	522.0142 Culvert Pipe Reinforced Concrete Class III 42-Inch	136.000 LF	_____.	_____.
0176	522.0148 Culvert Pipe Reinforced Concrete Class III 48-Inch	103.000 LF	_____.	_____.
0178	522.0424 Culvert Pipe Reinforced Concrete Class IV 24-Inch	323.000 LF	_____.	_____.



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0180	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	1.000 EACH	_____.	_____.
0182	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	5.000 EACH	_____.	_____.
0184	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	36.000 EACH	_____.	_____.
0186	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	5.000 EACH	_____.	_____.
0188	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	4.000 EACH	_____.	_____.
0190	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	2.000 EACH	_____.	_____.
0192	522.2348 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 48x76-Inch	94.000 LF	_____.	_____.
0194	522.2419 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	80.000 LF	_____.	_____.
0196	522.2424 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	957.000 LF	_____.	_____.
0198	522.2429 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45-Inch	84.000 LF	_____.	_____.
0200	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	2.000 EACH	_____.	_____.
0202	601.0405 Concrete Curb & Gutter 18-Inch Type A	155.000 LF	_____.	_____.



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0204	601.0411 Concrete Curb & Gutter 30-Inch Type D	3,195.000 LF	_____.	_____.
0206	601.0553 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type D	20,585.000 LF	_____.	_____.
0208	601.0582 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type T	320.000 LF	_____.	_____.
0210	601.0600 Concrete Curb Pedestrian	130.000 LF	_____.	_____.
0212	602.0405 Concrete Sidewalk 4-Inch	16,380.000 SF	_____.	_____.
0214	602.0505 Curb Ramp Detectable Warning Field Yellow	320.000 SF	_____.	_____.
0216	606.0200 Riprap Medium	2,131.000 CY	_____.	_____.
0218	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	54.000 LF	_____.	_____.
0220	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	499.000 LF	_____.	_____.
0222	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	313.000 LF	_____.	_____.
0224	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	951.000 LF	_____.	_____.
0226	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	341.000 LF	_____.	_____.
0228	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	164.000 LF	_____.	_____.
0230	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	49.000 LF	_____.	_____.



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0232	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	616.000 LF	_____.	_____.
0234	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	263.000 LF	_____.	_____.
0236	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	2,477.000 LF	_____.	_____.
0238	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	128.000 LF	_____.	_____.
0240	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	23.000 LF	_____.	_____.
0242	608.3015 Storm Sewer Pipe Class III-A 15-Inch	30.000 LF	_____.	_____.
0244	608.3018 Storm Sewer Pipe Class III-A 18-Inch	284.000 LF	_____.	_____.
0246	608.3024 Storm Sewer Pipe Class III-A 24-Inch	3,820.000 LF	_____.	_____.
0248	608.3030 Storm Sewer Pipe Class III-A 30-Inch	370.000 LF	_____.	_____.
0250	611.0535 Manhole Covers Type J-Special	51.000 EACH	_____.	_____.
0252	611.0612 Inlet Covers Type C	4.000 EACH	_____.	_____.
0254	611.0624 Inlet Covers Type H	7.000 EACH	_____.	_____.
0256	611.0627 Inlet Covers Type HM	68.000 EACH	_____.	_____.
0258	611.0642 Inlet Covers Type MS	27.000 EACH	_____.	_____.
0260	611.0651 Inlet Covers Type S	1.000 EACH	_____.	_____.



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0262	611.0652 Inlet Covers Type T	2.000 EACH	_____.	_____.
0264	611.2004 Manholes 4-FT Diameter	16.000 EACH	_____.	_____.
0266	611.2005 Manholes 5-FT Diameter	37.000 EACH	_____.	_____.
0268	611.2006 Manholes 6-FT Diameter	6.000 EACH	_____.	_____.
0270	611.2007 Manholes 7-FT Diameter	1.000 EACH	_____.	_____.
0272	611.3004 Inlets 4-FT Diameter	29.000 EACH	_____.	_____.
0274	611.3230 Inlets 2x3-FT	44.000 EACH	_____.	_____.
0276	611.3901 Inlets Median 1 Grate	1.000 EACH	_____.	_____.
0278	611.3902 Inlets Median 2 Grate	13.000 EACH	_____.	_____.
0280	611.8115 Adjusting Inlet Covers	19.000 EACH	_____.	_____.
0282	612.0106 Pipe Underdrain 6-Inch	1,500.000 LF	_____.	_____.
0284	612.0206 Pipe Underdrain Unperforated 6-Inch	35.000 LF	_____.	_____.
0286	612.0406 Pipe Underdrain Wrapped 6-Inch	245.000 LF	_____.	_____.
0288	612.0806 Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	1.000 EACH	_____.	_____.
0290	614.0150 Anchor Assemblies for Steel Plate Beam Guard	2.000 EACH	_____.	_____.
0292	614.2300 MGS Guardrail 3	764.000 LF	_____.	_____.



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0294	614.2330 MGS Guardrail 3 K	125.000 LF	_____.	_____.
0296	614.2350 MGS Guardrail Short Radius	40.000 LF	_____.	_____.
0298	614.2500 MGS Thrie Beam Transition	40.000 LF	_____.	_____.
0300	614.2610 MGS Guardrail Terminal EAT	8.000 EACH	_____.	_____.
0302	614.2630 MGS Guardrail Short Radius Terminal	1.000 EACH	_____.	_____.
0304	616.0700.S Fence Safety	260.000 LF	_____.	_____.
0306	618.0100 Maintenance And Repair of Haul Roads (project) 01. 2709-03-70	1.000 EACH	_____.	_____.
0308	619.1000 Mobilization	1.000 EACH	_____.	_____.
0310	620.0300 Concrete Median Sloped Nose	690.000 SF	_____.	_____.
0312	621.0100 Landmark Reference Monuments	5.000 EACH	_____.	_____.
0314	624.0100 Water	3,160.000 MGAL	_____.	_____.
0316	625.0100 Topsoil	43,545.000 SY	_____.	_____.
0318	625.0500 Salvaged Topsoil	435,890.000 SY	_____.	_____.
0320	627.0200 Mulching	251,181.000 SY	_____.	_____.
0322	628.1104 Erosion Bales	500.000 EACH	_____.	_____.
0324	628.1504 Silt Fence	20,770.000 LF	_____.	_____.



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0326	628.1520 Silt Fence Maintenance	29,465.000 LF	_____.	_____.
0328	628.1905 Mobilizations Erosion Control	25.000 EACH	_____.	_____.
0330	628.1910 Mobilizations Emergency Erosion Control	15.000 EACH	_____.	_____.
0332	628.2004 Erosion Mat Class I Type B	69,395.000 SY	_____.	_____.
0334	628.2008 Erosion Mat Urban Class I Type B	10,318.000 SY	_____.	_____.
0336	628.2023 Erosion Mat Class II Type B	102,890.000 SY	_____.	_____.
0338	628.2037 Erosion Mat Class III Type C	12,174.000 SY	_____.	_____.
0340	628.7005 Inlet Protection Type A	95.000 EACH	_____.	_____.
0342	628.7015 Inlet Protection Type C	69.000 EACH	_____.	_____.
0344	628.7020 Inlet Protection Type D	8.000 EACH	_____.	_____.
0346	628.7504 Temporary Ditch Checks	5,775.000 LF	_____.	_____.
0348	628.7555 Culvert Pipe Checks	720.000 EACH	_____.	_____.
0350	628.7560 Tracking Pads	6.000 EACH	_____.	_____.
0352	628.7570 Rock Bags	430.000 EACH	_____.	_____.
0354	629.0210 Fertilizer Type B	498.000 CWT	_____.	_____.
0356	630.0120 Seeding Mixture No. 20	13,750.000 LB	_____.	_____.
0358	630.0200 Seeding Temporary	12,040.000 LB	_____.	_____.



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0360	630.0400 Seeding Nurse Crop	20.000 LB	_____.	_____.
0362	631.0300 Sod Water	910.000 MGAL	_____.	_____.
0364	631.1000 Sod Lawn	36,390.000 SY	_____.	_____.
0366	633.5200 Markers Culvert End	87.000 EACH	_____.	_____.
0368	634.0618 Posts Wood 4x6-Inch X 18-FT	197.000 EACH	_____.	_____.
0370	634.0622 Posts Wood 4x6-Inch X 22-FT	11.000 EACH	_____.	_____.
0372	634.0816 Posts Tubular Steel 2x2-Inch X 16-FT	74.000 EACH	_____.	_____.
0374	635.0200 Sign Supports Structural Steel HS	1,200.000 LB	_____.	_____.
0376	636.0100 Sign Supports Concrete Masonry	2.400 CY	_____.	_____.
0378	636.0500 Sign Supports Steel Reinforcement	136.000 LB	_____.	_____.
0380	637.2210 Signs Type II Reflective H	943.110 SF	_____.	_____.
0382	637.2215 Signs Type II Reflective H Folding	1.000 SF	_____.	_____.
0384	637.2230 Signs Type II Reflective F	726.420 SF	_____.	_____.
0386	638.2102 Moving Signs Type II	13.000 EACH	_____.	_____.
0388	638.2602 Removing Signs Type II	181.000 EACH	_____.	_____.
0390	638.3000 Removing Small Sign Supports	202.000 EACH	_____.	_____.
0392	643.0300 Traffic Control Drums	12,540.000 DAY	_____.	_____.



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0394	643.0310.S Temporary Portable Rumble Strips	1.000 LS	_____.	_____.
0396	643.0410 Traffic Control Barricades Type II	722.000 DAY	_____.	_____.
0398	643.0420 Traffic Control Barricades Type III	20,196.000 DAY	_____.	_____.
0400	643.0500 Traffic Control Flexible Tubular Marker Posts	120.000 EACH	_____.	_____.
0402	643.0600 Traffic Control Flexible Tubular Marker Bases	80.000 EACH	_____.	_____.
0404	643.0705 Traffic Control Warning Lights Type A	37,414.000 DAY	_____.	_____.
0406	643.0900 Traffic Control Signs	107,392.000 DAY	_____.	_____.
0408	643.0910 Traffic Control Covering Signs Type I	14.000 EACH	_____.	_____.
0410	643.0920 Traffic Control Covering Signs Type II	13.000 EACH	_____.	_____.
0412	643.1000 Traffic Control Signs Fixed Message	485.250 SF	_____.	_____.
0414	643.1050 Traffic Control Signs PCMS	866.000 DAY	_____.	_____.
0416	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0418	645.0111 Geotextile Type DF Schedule A	2,955.000 SY	_____.	_____.
0420	645.0120 Geotextile Type HR	4,261.000 SY	_____.	_____.
0422	645.0135 Geotextile Type SR	31,700.000 SY	_____.	_____.
0424	646.1020 Marking Line Epoxy 4-Inch	47,536.000 LF	_____.	_____.



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0426	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	79,733.000 LF	_____.	_____.
0428	646.3020 Marking Line Epoxy 8-Inch	8,445.000 LF	_____.	_____.
0430	646.4520 Marking Line Same Day Epoxy 4-Inch	68,419.000 LF	_____.	_____.
0432	646.5020 Marking Arrow Epoxy	42.000 EACH	_____.	_____.
0434	646.5120 Marking Word Epoxy	21.000 EACH	_____.	_____.
0436	646.6120 Marking Stop Line Epoxy 18-Inch	720.000 LF	_____.	_____.
0438	646.6320 Marking Dotted Extension Epoxy 18-Inch	84.000 LF	_____.	_____.
0440	646.6464.S Cold Weather Marking Epoxy 4-Inch	25,000.000 LF	_____.	_____.
0442	646.6468.S Cold Weather Marking Epoxy 8-Inch	1,000.000 LF	_____.	_____.
0444	646.7120 Marking Diagonal Epoxy 12-Inch	1,821.000 LF	_____.	_____.
0446	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	276.000 LF	_____.	_____.
0448	646.8120 Marking Curb Epoxy	68.000 LF	_____.	_____.
0450	646.8220 Marking Island Nose Epoxy	5.000 EACH	_____.	_____.
0452	648.0100 Locating No-Passing Zones	9.590 MI	_____.	_____.
0454	649.0105 Temporary Marking Line Paint 4-Inch	50,774.000 LF	_____.	_____.
0456	649.0150 Temporary Marking Line Removable Tape 4-Inch	800.000 LF	_____.	_____.



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0458	649.0550 Temporary Marking Arrow Removable Tape	4.000 EACH	_____.	_____.
0460	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	66.000 LF	_____.	_____.
0462	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,960.000 LF	_____.	_____.
0464	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	345.000 LF	_____.	_____.
0466	653.0140 Pull Boxes Steel 24x42-Inch	7.000 EACH	_____.	_____.
0468	654.0102 Concrete Bases Type 2	1.000 EACH	_____.	_____.
0470	654.0105 Concrete Bases Type 5	16.000 EACH	_____.	_____.
0472	654.0224 Concrete Control Cabinet Bases Type L24	1.000 EACH	_____.	_____.
0474	655.0610 Electrical Wire Lighting 12 AWG	2,088.000 LF	_____.	_____.
0476	655.0615 Electrical Wire Lighting 10 AWG	165.000 LF	_____.	_____.
0478	655.0620 Electrical Wire Lighting 8 AWG	8,625.000 LF	_____.	_____.
0480	655.0640 Electrical Wire Lighting 1 AWG	18.000 LF	_____.	_____.
0482	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. STH 164 & STH 167	LS	LUMP SUM	_____.
0484	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	17.000 EACH	_____.	_____.



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0486	657.0310 Poles Type 3	1.000 EACH	_____.	_____.
0488	657.0322 Poles Type 5-Aluminum	16.000 EACH	_____.	_____.
0490	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	8.000 EACH	_____.	_____.
0492	657.0715 Luminaire Arms Truss Type 4 1/2-Inch Clamp 15-FT	8.000 EACH	_____.	_____.
0494	659.1125 Luminaires Utility LED C	16.000 EACH	_____.	_____.
0496	659.2124 Lighting Control Cabinets 120/240 24-Inch	1.000 EACH	_____.	_____.
0498	690.0150 Sawing Asphalt	21,470.000 LF	_____.	_____.
0500	690.0250 Sawing Concrete	338.000 LF	_____.	_____.
0502	715.0502 Incentive Strength Concrete Structures	500.000 DOL	1.00000	500.00
0504	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	8,000.000 HRS	5.00000	40,000.00
0506	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	12,000.000 HRS	5.00000	60,000.00
0508	SPV.0045 Special 01. Portable Speed Trailer	722.000 DAY	_____.	_____.
0510	SPV.0060 Special 02. Vibrating Wire Piezometer Instrumentation System	4.000 EACH	_____.	_____.
0512	SPV.0060 Special 03. Moving Solar Device and Pole	7.000 EACH	_____.	_____.
0514	SPV.0060 Special 04. Installing Pole Mounted Wired Cabinet	1.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20180508013 Project(s): 2709-03-70

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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0516	SPV.0060 Special 05. Installing Two Solar Panels on One Bracket	1.000 EACH	_____.	_____.
0518	SPV.0060 Special 06. Installing Wavetronix Detector Module	1.000 EACH	_____.	_____.
0520	SPV.0060 Special 07. Installing Concrete Maintenance Platform	1.000 EACH	_____.	_____.
0522	SPV.0060 Special 08. HMA Percent Within Limits (PWL) Test Strip Volumetrics	4.000 EACH	_____.	_____.
0524	SPV.0060 Special 09. HMA Percent Within Limits (PWL) Test Strip Density	4.000 EACH	_____.	_____.
0526	SPV.0060 Special 10. Field Facilities Office Space	1.000 EACH	_____.	_____.
0528	SPV.0075 Special 01. Construction Staking Miscellaneous	40.000 HRS	_____.	_____.
0530	SPV.0085 Special 01. Seed No Mow Fescue	115.000 LB	_____.	_____.
0532	SPV.0090 Special 01. Fence Split Rail Three Rail	120.000 LF	_____.	_____.
0534	SPV.0090 Special 02. Wick Drains	13,200.000 LF	_____.	_____.
0536	SPV.0090 Special 03. Heavy Duty Silt Fence	8,850.000 LF	_____.	_____.
0538	SPV.0090 Special 04. Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x60-Inc	59.000 LF	_____.	_____.
0540	SPV.0105 Special 01. Geotechnical Instrumentation	LS	LUMP SUM	_____.
0542	SPV.0105 Special 02. Deep Marsh Excavation Culvert Pipe Maintenance	LS	LUMP SUM	_____.



Proposal Schedule of Items

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Proposal ID: 20180508013 Project(s): 2709-03-70

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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0544	SPV.0105 Special 03. Lighting System Integrator	LS	LUMP SUM	_____.
0546	SPV.0105 Special 04. Lighting System Survey	LS	LUMP SUM	_____.
0548	SPV.0105 Special 05. Survey Project 2709-03-70	LS	LUMP SUM	_____.
0550	SPV.0105 Special 06. Temporary Sedimentation Basin Installation and Maintenance STA 100+90 LT	LS	LUMP SUM	_____.
0552	SPV.0105 Special 07. Temporary Sedimentation Basin Installation and Maintenance STA 103+00 RT	LS	LUMP SUM	_____.
0554	SPV.0105 Special 08. Salvage and Reinstall Crushed Limestone Driveway	LS	LUMP SUM	_____.
0556	SPV.0165 Special 01. Concrete Sidewalk 12-Inch	480.000 SF	_____.	_____.
0558	SPV.0165 Special 02. Remove and Salvage Brick Pavers	525.000 SF	_____.	_____.
0560	SPV.0165 Special 03. Install Salvaged Brick Pavers	260.000 SF	_____.	_____.
0562	SPV.0165 Special 04. Wall Concrete Panel Mechanically Stabilized Earth R-66-39	755.000 SF	_____.	_____.
0564	SPV.0165 Special 05. Wall Modular Block Gravity R-66-40	545.000 SF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE