

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **008**

| <u>COUNTY</u> | <u>STATE PROJECT</u> | <u>FEDERAL</u> | <u>PROJECT DESCRIPTION</u>                                  | <u>HIGHWAY</u> |
|---------------|----------------------|----------------|-------------------------------------------------------------|----------------|
| Milwaukee     | 1030-43-70           | WISC 2018307   | N-S Freeway, City Of Milwaukee;<br>Rawson Ave To Howard Ave | IH 094         |
| Milwaukee     | 1030-28-71           | WISC 2018306   | Mitchell Interchange; 20th St To Layton Ave                 | IH 041         |
| Milwaukee     | 1228-03-75           | WISC 2018308   | Ih 43; Mitchell Int West To South Ramp                      | IH 041         |

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

|                                                                                               |                                                  |
|-----------------------------------------------------------------------------------------------|--------------------------------------------------|
| Proposal Guaranty Required: \$75,000.00<br>Payable to: Wisconsin Department of Transportation | Attach Proposal Guaranty on back of this PAGE.   |
| Bid Submittal<br>Date: July 10, 2018<br>Time (Local Time): 9:00 am                            | Firm Name, Address, City, State, Zip Code        |
| Contract Completion Time<br>November 15, 2018                                                 | <b>SAMPLE</b><br><b>NOT FOR BIDDING PURPOSES</b> |
| Assigned Disadvantaged Business Enterprise Goal 10%                                           | This contract is exempt from federal oversight.  |

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

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

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

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

\_\_\_\_\_  
(Bidder Signature)

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

\_\_\_\_\_  
(Print or Type Bidder Name)

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

\_\_\_\_\_  
(Bidder Title)

Notary Seal

|                                                                                                                                                                       |                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Type of Work:<br>Base, Concrete Pavement, Asphalt Pavement, Concrete Barrier, Crack Seal, Rout & Seal, Resin Binder High Friction Surface Treatment, Signing, Marking | For Department Use Only |
| Notice of Award Dated                                                                                                                                                 | Date Guaranty Returned  |

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## **Effective with November 2007 Letting**

### **PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## Effective with August 2015 Letting

### BID PREPARATION

#### Preparing the Proposal Schedule of Items

##### A General

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

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

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

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

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

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

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

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

## **B Submitting Electronic Bids**

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

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

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

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

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

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

**Bidder**

**Name**

**BN00**

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

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

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

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

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

# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

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

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

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

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

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

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

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

## NOTARY FOR PRINCIPAL

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

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

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

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

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

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

**Notary Seal**

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

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

## NOTARY FOR SURETY

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

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

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

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

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

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

**Notary Seal**

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





# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



## March 2010

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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

## Special Provisions

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**SPECIAL PROVISIONS**

**1. General.**

Perform the work under this construction contract for Project 1030-28-71, Mitchell Interchange, 20<sup>th</sup> Street to Layton Avenue, IH 41, Milwaukee County, Wisconsin and Project 1030-43-70, N-S Freeway, City of Milwaukee, Rawson Ave – Howard Ave, IH 94, Milwaukee County, Wisconsin, Project 1228-03-75, IH 43 Mitchell Interchange West to South Ramp, IH 41, Milwaukee County, Wisconsin, as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2018 Edition, as published by the department, and these special provisions.

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

100-005 (20171130)

**2. Scope of Work.**

The work under this contract shall consist of High Friction Surface Treatment (HFST), concrete barrier, rout and seal, crack sealing, installation of Chevron Solar Powered Sign System Assembly, pavement markings, traffic control 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 on Weekends and work at night.

**Portable Changeable Message Signs (PCMS)**

Obtain acceptance from the engineer regarding the wording of all messages on portable changeable message signs prior to placing the message. PCMS shall be in place with the appropriate message 5 days in advance of freeway closures or system ramp closures and 3 days in advance of service ramp closures.

**Ramp Closures**

All entrance and exit ramps shall be posted seven calendar days in advance of their closure with dates and time of closure. Do not close consecutive entrance ramps or consecutive exit ramps unless it is shown in the traffic control plans or approved by the engineer.

**Crack Sealing and Rout and Seal**

Cracks less than 1/8th inch and greater than 3/4th inch shall use the item Crack Sealing Modified. Cracks between 1/8th inch and 3/4th inch shall use the item Rout and Seal Modified. All secondary cracks within 4 inches of the primary longitudinal cracking shall be sealed only.

## **Winter Maintenance**

Milwaukee County will perform snow removal operations for freeway and ramp lanes that are open to traffic. The City of Milwaukee will perform snow removal operations for local streets that are open to traffic. Provide for snow removals in those areas closed to traffic as required to facilitate safe construction operations and as required to eliminate snow melt run-off from crossing active roadways. Provide Milwaukee County Highway Maintenance and Milwaukee County Sheriff's Department with a 24-hour emergency contact number for when maintenance is required.

## **Schedule of Operations**

### **PROJECT 1030-28-71**

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

Do not move to the next segment/stage until all work in the current segment/stage is completed or as approved by the engineer.

#### **West-to-South Ramp (Ramp WS)**

Work consists of replacing the existing TL-3 MASH certified barrier wall with TL-5 MASH tested barrier wall 300 feet east of 20<sup>th</sup> Street to 150 feet north of Layton Avenue (Station 328+36 "WS" - Station 340+50 "WS").

#### **IH-43/94 Southbound**

Work consists of replacing the existing TL-3 MASH certified barrier wall with TL-5 MASH tested barrier wall north of the Mitchell Interchange (Station 587+54 "IH94" - Station 590+75 "IH94").

The installation of the concrete barrier on the WS System Ramp shall be completed prior to the beginning of the project 1228-03-75.

### **PROJECT 1228-03-75**

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

Do not move to the next segment/stage until all work in the current segment/stage is completed or as approved by the engineer.

#### **Stage 1**

The work in this stage consists of application of high friction surface treatment (HFST) to half of the center lane, the left lane, and three feet of the left-hand shoulder along the curve on Ramp WS (Station 325+32 "WS" - Station 343+46 "WS"). All work will be completed during night time hours.

#### **Stage 2**

The work in this stage consists of application of high friction surface treatment (HFST) to half of the center lane, the right lane, and three feet of the right-hand shoulder along the curve on Ramp WS (Station 325+32 "WS" - Station 343+46 "WS"). All work will be completed during night time hours.

Pavement markings shall be in place prior to opening the lanes to traffic. Temporary pavement markings shall be installed if the permanent pavement markings cannot be installed immediately.

The installation of the High Friction Surface Treatment (HFST) shall take place after the completion of the following:

- Installation of the concrete barrier on the WS System Ramp, which is part of project 1030-28-71.
- Completion of the crack seal and rout on the WS System Ramp from Station 325+32 "WS" to Station 343+46 "WS", which is part of the project 1030-43-70.

### **PROJECT 1030-43-70**

The operations are organized per segment and each segment has one or more stages. Each stage has multiple sub-stages based on the amount of work that can be performed each night. All stages in each segment shall be completed prior to moving to a different segment, unless the engineer approves modifications.

If multiple crews are utilized they can work on different segments as long as the work is conducted in a manner that maximizes efficiency and safety and minimizes delay and shall have the approval of the engineer.

### **Segment IH-94 Westbound**

- Stage 1: The work in this stage consists of crack sealing and rout and seal on IH-94 westbound from the Rawson Avenue On-Ramp Gore to Howard Avenue (Station 422+90 "IH94" - Station 653+30 "IH94"). This stage has 11 Sub-Stages (Sub-Stage 1A to Sub-Stage 1K).
- Stage 2: The work in this stage consists of crack sealing and rout and seal on the auxiliary lane and outside lanes and shoulder along IH-94 westbound from the Rawson Avenue On-Ramp gore to the College Avenue On-Ramp gore (Station 422+90 "IH94" to Station 475+83 "IH94"). This Stage has 2 Sub-Stages (Sub-Stage 2A and Sub-Stage 2B).

### **Segment IH-94 Eastbound**

- Stage 1: The work in this stage consists of crack sealing and rout and seal on the auxiliary lane and outside lane and shoulder along IH-94 eastbound from Rawson Avenue Off-Ramp gore to the STH 119 Off-Ramp gore (Station 422+90 "IH94" to Station 507+73 "IH94"). This Stage has 3 Sub-Stages (Sub-Stage 1A to Sub-Stage 1C).
- Stage 2: The work in this stage consists of crack sealing and rout and seal along IH-94 eastbound from Rawson Avenue to the NS System Off-Ramp gore (Station 422+89 "IH94" to Station 583+18 "IH94"). This Stage has 7 Sub-Stages (Sub-Stage 2A to Sub-Stage 2G).
- Stage 3: The work in this stage consists of crack sealing and rout and seal of the inside lane and shoulder along IH-94 eastbound from the NS System Off-Ramp gore to Howard Avenue (Station 583+18 "IH94" to Station 653+30 "IH94"). This Stage has 3 Sub-Stages (Sub-Stage 3A to Sub-Stage 3C).
- Stage 4: The work in this stage consists of crack sealing and rout and seal along the NS System Ramps and on the outside lanes and shoulder along IH-94 eastbound from the NS System Off-Ramp Gore to Howard Avenue (Station 595+45 "IH94" to Station 653+30 "IH94"). This Stage has 4 Sub-Stages (Sub-Stage 4A to Sub-Stage 4D).

### **Segment CN Stage 1**

The work in this stage consists of crack sealing and rout and seal on the northbound CD Road from College Avenue On-Ramp gore to Layton Avenue Off-Ramp gore (Station 5471+66 "CN" to Station 5529+05 "CN" and from Station 529+05 "IH94" to Station 553+54 "IH94").

### **Segment CS Stage 1**

The work in this stage consists of crack sealing and rout and seal on the through lane and inside shoulder of the "CS" CD Road from College Avenue to Edgerton Avenue (Station 5463+10 "CS" to Station 5541+25 "CS").

This stage has 2 Sub-Stages (Sub-Stage 1A-Sub-Stage 1B).

### **Segment CS Stage 2**

The work in this stage consists of crack sealing and rout and seal in the following segments:

- Auxiliary lane and outside shoulder on the "CS" CD Road from College Avenue Off-Ramp gore to STH 119 On-Ramp Gore (Station 5470+80 "CS" to Station 5498+89 "CS").
- Auxiliary lane and outside shoulder on the "CS" CD Road from STH 119 Off-Ramp Gore to Layton Avenue On-Ramp Gore (Station 5507+89 "CS" to Station 5555+88 "CS").

### **Segment SW Stage 1**

The work in this stage consists of crack sealing and rout and seal along the SW System Ramp from the Loomis Road Off-Ramp to Grange (Station 257+72 "SW" to Station 399+02 "SW"). This Stage has 6 Sub-Stages (Sub-Stage 1A to Sub-Stage 1F).

### **Segment SW Stage 2**

The work in this stage consists of crack sealing and rout and seal along the outside lanes and shoulder of the SW Segment from the Loomis Road Off-Ramp to the NW On-Ramp gore (Station 257+72 "SW" to Station 322+20 "SW"). This Stage has 2 Sub-Stages (Sub-Stage 2A to Sub-Stage 2B).

### **Segment NW Stage 1**

The work in this stage consists of crack sealing and rout and seal along the NW System Ramp from Station 320+62 “NW” to Station 352+40 “NW”).

### **Segment WN Stage 1**

The work in this stage consists of crack sealing and rout and seal in the following segments:

- WN System Ramp.
- Outside lanes and shoulder along IH-94 westbound from 13<sup>th</sup> Street to Howard Avenue (Station 603+40 “IH94” to Station 653+30 “IH94”).

This stage has 4 Sub-Stages (Sub-Stage 1A to Sub-Stage 1D).

### **Segment WS Stage 1**

The work in this stage consists of crack sealing and rout and seal along the inside lanes and inside shoulder of the WS System Ramp (Station 260+10 “WS” to Station 366+64 “WS”). This stage has 3 Sub-Stages (Sub-Stage 3A to Sub-Stage 3C).

### **Segment WS Stage 2**

The work in this stage consists of crack sealing and rout and seal in the following segments:

- Along the outside lanes and outside shoulder of the WS System Ramp (Station 260+10 “WS” to Station 366+64 “WS”).
- Along the outside lanes and outside shoulder on IH-94 eastbound from the STH 119 Off-Ramp gore to Edgerton (Station 506+73 “IH94” to Station 540+71 “IH94”).

The crack sealing and rout and seal in this segment shall be completed prior to the installation of the HFST (Station 325+32.13 “WS” to Station 343+45.57 “WS”), which is part of project 1228-03-75.

This stage has 6 Sub-Stages (Sub-Stage 2A to Sub-Stage 2F).

### **Pavement Markings**

Install the final pavement markings immediately after completing all rout and seal and crack sealing for all segments. Use the traffic control for each segment as described above or as directed by the engineer. Moving pavement marking operations are allowed only on IH-94 eastbound and IH-94 westbound and only for the segment south of Edgerton Avenue.

Place temporary pavement markings if the existing pavement markings are destroyed during the rout and seal and crack sealing operations and they can cannot be replaced immediately.

### **Local Street Work Restrictions**

No work is being performed on the local roads under this contract. Closures on the local streets are restricted to closure of the right turn lane or left turn lane leading up to a freeway entrance ramp when this ramp has to be closed due to the freeway work. Follow the traffic control plans and details for lane closures on the local roads.

The lane closures on the local streets are allowed only during the times the freeway ramps are closed, as defined below.

### **Freeway Work Restrictions**

#### **Definitions**

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

**System Ramps** Freeway to Freeway Ramps

**Service Ramps** Freeway to/from Local Road Ramps

#### **Weekday Peak Hours**

5:30 AM - 7:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday

#### **Weekend Peak Hours**

8:00 AM - 7:00 PM Saturday, Sunday

**Weekend Off-Peak Hours**

7:00 PM - 11:00 PM Saturday

7:00 PM - 9:30 PM Sunday

**Weekday Off-Peak Hours**

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

7:00 PM - 10:00 PM Friday

**Night Time Hours**

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

11:00 PM - 8:00 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)

**Full Freeway Closure/Hours**

11:00 PM - 4:30 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)

11:00 PM - 6:00 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)

**Closure Restrictions**

Do not close freeway lanes or shoulders (including auxiliary lanes, system ramps, service ramps and CD road system) and ensure the roadway is entirely clear for traffic during Weekday Peak Hours and Weekend Peak Hours.

One freeway lane and/or shoulder may be closed on the freeway and system ramps, during Weekday Off-Peak hours and Weekend Off-Peak Hours but it must be approved by the engineer.

Follow the Traffic Control Plans and the Traffic Article for the minimum number of lanes allowed on the freeway, system ramps and CD Roads during Night Time Hours.

Close service ramps and auxiliary lanes only during Night Time Hours unless otherwise approved by the engineer for safety or operational reasons associated with other adjacent lane or freeway closures.

Full closure and detouring of freeway roads and system ramps will be restricted to Full Freeway Closure Hours. The freeway may be closed to perform crack sealing, rout and seal work and pavement marking. Provide signed detour routes, as the plans show that are fully open and free of construction during all full freeway and system ramp closures.

Follow plan details for closures. Lane restrictions of the freeway beyond that shown on the traffic control plans are subject to lane rental assessments and must be approved by the engineer. If plan details are not provided in the traffic control plan, furnish plans for review by the engineer so that approval, or disapproval, is obtained at least three business days prior to any closure.

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

**Rolling Closure**

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

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

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## **Work Zone Ingress/Egress**

Prepare a Work Zone Ingress and Egress Plan that shows all locations of workzone ingress and egress for construction vehicles and submit to the engineer for acceptance, five calendar days before each stage. This document submittal is defined in the Contract Document Submittals special provision. Provide weekly updates at the weekly traffic meetings or weekly progress meetings.

Access into and out of the work zones directly from the freeway is allowed during night-time hours as defined in the Work Zone Restrictions special provision. Obtain engineer approval for other times that operations can be safely accomplished without non-construction traffic entering the work zones.

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

### **A General**

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

The allowable lane closure times are shown in the Prosecution and Progress article.

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

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

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

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

- Night time Mainline - \$6,000 per lane, per direction of travel, per hour broken into 15 minute increments.
- Full Freeway Closure Mainline - \$1,000 per lane, per direction of travel, per hour broken into 15 minute increments
- System Ramp - \$2,000 per lane, per direction of travel, per hour broken into 15 minute increments.

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

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

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

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

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

## **5. Traffic.**

Keep the freeways, all system ramps and all service ramps open to through traffic at all times for the duration of this project except as noted below and in the Prosecution and Progress article in these special provisions. The schedule of operations shall conform to the requirements contained herein, unless modifications are approved in writing by the engineer.

### **PROJECT 1030-28-71**

#### **West-to-South Ramp (Ramp WS)**

The two left lanes shall be closed during night time hours while the barrier wall is being removed and replaced. The right lane shall be open to traffic. During the day, a shoulder closure shall be in place with temporary concrete barrier protecting the barrier wall while it cures.

#### **IH-43/94 Southbound**

The two right lanes shall be closed during night time hours while the barrier wall is being removed and replaced. The left lane shall be open to traffic. Service on ramp off Howard Avenue onto IH-43/94 southbound shall be closed at night time hours throughout construction. During the day, a shoulder closure shall be in place with temporary concrete barrier protecting the barrier wall while it cures.

### **PROJECT 1228-03-75**

#### **Stage 1**

During this stage, the two left lanes shall be closed during night time hours. The right lane shall be open to traffic.

#### **Stage 2**

During this stage, the two left lanes shall be closed during night time hours. The left lane shall be open to traffic. Service on ramp off Loomis Road onto IH-43/894 eastbound shall be closed at night time hours throughout the duration of this stage.

### **PROJECT 1030-43-70**

The Stages for segments in the non-cardinal direction are described in the direction of travel and not in the direction the stationing increases.

#### **Segment IH-94 Westbound Stage 1**

Stage 1 has eleven Sub-Stages depending on the amount of work that the contractor can perform each night. See the Traffic Control Plans for the limits of each Sub-Stage.

- Close the inside two lanes and inside shoulder from Rawson Avenue to Station 430+25 (past the Rawson Avenue On-Ramp Gore). Maintain a single lane of traffic on the outside lane of IH-94 westbound.
- From Station 430+25 to Station 433+55 close an additional lane on IH-94 westbound by shifting the single lane of through traffic to the auxiliary lane coming from the Rawson Avenue On-Ramp. To facilitate this traffic shift close the Rawson Avenue On-Ramp. Keep the College Avenue Off-Ramp open.
- From Station 455+00 to Station 458+30 shift traffic to the furthest outside lane that is developed just south of College Avenue. At this point all IH-94 lanes are closed. The single lane of traffic is detoured through the "CN" Collector Distributor (CD) Road. Keep On-Ramps and Off-Ramps open along the CD Road unless otherwise noted in the plans.
- From Station 458+30 to Station 596+49 maintain IH-94 westbound closed. The Off-Ramp to the SW System Ramp is closed. The SW System Ramp can be accessed only from the CD Road System. Traffic can merge back to IH-94 through the NS System Ramp.
- From the Layton On-Ramp painted gore to Howard Avenue (Station 596+49 to Station 653+30) keep the inside two lanes and inside shoulder closed along IH-94 westbound. Maintain the outside two through lanes, auxiliary lane and shoulder are open.

### **Segment IH-94 Westbound Stage 2**

Stage 2 has two Sub-Stages depending on the amount of work that the contractor can perform each night. See the Traffic Control Plans for the limits of each Sub-Stage.

- Close the outside two lanes and outside shoulder from Rawson Avenue to Station 430+27. In this station range maintain one lane of traffic on the inside.
- From Station 430+25 to Station 434+35 shift closure to the outside through lane, auxiliary lane and deceleration lane for the College Avenue Off-Ramp. Open one more through lane to traffic.
- From Station 434+35 to Station 475+83 maintain the two inside lanes open to traffic. Close all remaining outside lanes on the outside in this section.
- Close the Rawson Avenue On-Ramp.
- Close College Avenue Off-Ramp in Sub-Stage 2A.
- Close College Avenue On-Ramp in Sub-Stage 2B.
- Close the Off-Ramp from IH-94 westbound to the "CN" CD Road in Sub-Stage 2B.
- Detour "A" shall be in place when the Off-Ramp from the IH-94 westbound to the "CN" CD Road system is closed.

### **Segment IH-94 Eastbound Stage 1**

Stage 1 has three Sub-Stages depending on the amount of work that the contractor can perform each night. See the Traffic Control Plans for the limits of each Sub-Stage.

- Close the outside lanes and outside shoulder from Grange Avenue to the Rawson Avenue Off-Ramp (Station 512+33 to Station 422+88). Maintain the two inside lanes open to traffic.
- Lane closures in advance of Grange Avenue extend though the WS System Ramp to facilitate the necessary lane drops by Station 512+33.
- In addition to the two outside lanes and shoulder close the On-Ramp from the "CS" CD Road to IH-94 eastbound and the auxiliary lanes in this segment. Maintain the inside two lanes open to traffic.
- An additional lane may be closed from Station 444+45 to Station 422+88 only between 11:00 PM and 4:30 AM to reduce impact to the traveling public.
- In Sub-Stage 1A, close the Rawson Avenue Off-Ramp and the College Avenue On-Ramp.
- Close the access from the "CS" Collector Distributor Road to the IH-94 eastbound in Sub-Stages 1A and 1B.
- Detour "G" shall be in place when the Off-Ramp from the "CS" CD Road to IH-94 eastbound is closed.

### **Segment IH-94 Eastbound Stage 2**

Stage 2 has seven Sub-Stages depending on the amount of work that the contractor can perform each night. See the Traffic Control Plans for the limits of each Sub-Stage.

- Close both lanes and shoulders on IH-94 eastbound from the NS System Ramp gore to the WS System Ramp gore (Station 583+18 to Station 541+60). Traffic is detoured through the NS System Ramp.
- Close one lane along the WS system Ramp. Close an additional lane at the point where IH-94 eastbound and WS System Ramp merge (Station 541+60 to Station 535+00).
- From Station 535+00 to Station 501+67 maintain the 4 inside lanes closed. Maintain one lane of traffic on the outer most lane through this segment.
- The outside lane (5<sup>th</sup> lane) drops from Station 501+67 to Station 497+42. Shift the single lane of traffic in this segment into the 4<sup>th</sup> lane.
- From Station 497+42 to Station 428+35 maintain the inside three lanes and inside shoulder closed. Maintain one lane of traffic on the outer most lane (4<sup>th</sup> lane).
- From Station 428+35 to Station 422+85 shift the single lane of traffic from the 4<sup>th</sup> lane to the 3<sup>rd</sup> through lane. At this point close the inside two lanes and shoulder.
- Close Rawson Avenue Off-Ramp and College Avenue On-Ramp during Sub-Stage 2A.

### **Segment IH-94 Eastbound Stage 3**

Stage 3 has three Sub-Stages depending on the amount of work that the contractor can perform each night. See the Traffic Control Plans for the limits of each Sub-Stage.

- Close the two inside lanes and inside shoulder from Station 667+85 to Station 592+60. The remaining outer lanes are open to traffic.
- Close IH-94 eastbound from Station 592+50 to Station 583+15 and shift traffic to the NS System Ramp.



#### **Segment IH-94 Eastbound Stage 4**

Stage 4 has five Sub-Stages depending on the amount of work that the contractor can perform each night. See the Traffic Control Plans for the limits of each Sub-Stage.

- Maintain a single lane of traffic on the inside lane from Station 667+85 to Station 586+00. Close all remaining outer lanes and shoulder.
- Close NS System Ramp in Sub-Stages 4A and 4B.
- Close Exit from WS System Ramp to the "CS" CD Road during Sub-Stage 4A.
- Close NW System Ramp in Sub-Stage 4C.
- Close Howard Avenue On-Ramp and Off-Ramp.
- Close Layton Avenue Off-Ramp in Sub-Stage 4B to Sub-Stage 4D.
- Detour "F" shall be in place when the Off-Ramp from IH-94 eastbound to the "CS" CD Road is closed.
- Detour "D" shall be in place when the NW System Ramp is closed.

#### **Segment CN Stage 1**

This segment has only one Stage and 3 Sub-Stages depending on the amount of work that the contractor can perform each night. See the Traffic Control Plans for the limits of each Sub-Stage.

- Close the CN CD Road from College Avenue On-Ramp gore to Layton Avenue Off-Ramp gore.
- Close College Avenue On-Ramp and Airport Spur Off-Ramp.
- Close Airport Spur On-Ramp in Sub-Stages 1B and 1C.
- Close Layton Avenue Off-Ramp in Sub-Stages 1B and 1C.
- Close SN Ramp in Sub-Stages 1B and 1C.
- Detour "A" shall be in place for the duration of this Stage.
- Detour "B" shall be in place when the "CN" CD Road is closed from STH 119 to Layton Avenue.

#### **Segment CS Stage 1**

Stage 1 has two Sub-Stages depending on the amount of work that the contractor can perform each night.

- Close the through lane on the "CS" CD Road from Edgerton Avenue to College Avenue (Station 5541+25 "CS" to Station 5463+10 "CS"). Maintain open the auxiliary lanes from the NS System Ramp gore to STH 119 (traffic is partially on the outside shoulder to allow access to the joint line between the through and auxiliary lanes).
- Close ramp from the WS System Ramp to the "CS" CD Road.
- Close ramp from the "CS" CD Road to IH-94 eastbound. In this case detour traffic through the College Avenue On-Ramp and Off-Ramp.
- Close the outside lane on IH-94 eastbound from Station 480+77 "IH94" to 463+00 "IH94" to facilitate work on the ramp from the "CS" CD Road to IH-94 eastbound.
- During this Stage, detour "I" shall be in place.

#### **Segment CS Stage 2**

Stage 2 has two Sub-Stages depending on the amount of work that the contractor can perform each night.

- Close the "CS" CD Road auxiliary lane and adjacent shoulder from the STH 119 On-Ramp gore to the College Avenue Off-Ramp gore (Station 5498+89 "CS" to Station 5470+80 "CS").
- Close the "CS" CD Road auxiliary lane and adjacent shoulder from the Layton Avenue On-Ramp gore to STH 119 Off-Ramp gore (STA. 5555+88 "CS" to STA. 5507+89 "CS").
- Maintain open the inside (through lane) on the "CS" CD Road but shift partially on the inside shoulder.
- Close College Avenue Off-Ramp.
- Close STH 119 On-Ramp and Off-Ramp.
- Close Layton Avenue On-Ramp.
- Close ramp from the WS System Ramp to the "CS" CD Road.
- Detours "F" and "G" shall be in place for this Stage.

### **Segment SW Stage 1**

Stage 1 has six Sub-Stages depending on the amount of work that the contractor can perform each night. See the Traffic Control Plans for the limits of each Sub-Stage.

- Close the ramp from IH-94 westbound to the SW System Ramp (Station 399+02 "SW" to Station 381+42 "SW").
- Close the three inside lanes and inside shoulder of the SW System Ramp from Station 381+42 "SW" to Station 257+72 "SW"). Between SN Off-Ramp gore and NW On-Ramp gore close the outside shoulder as well.
- Drop the inside lane on the "CN" CD Road prior to the merging gore with the SW System Ramp (Station 398+11 "SW" to Station 391+51 "SW"). From Station 391+51 "SW" to the Layton Avenue Off-Ramp gore maintain one lane on the "CN" CD Road.
- Detour "B" shall be in place during this Stage.
- Detour "C" shall be in place during this Stage.

### **Segment SW Stage 2**

Stage 2 has two Sub-Stages depending on the amount of work that the contractor can perform each night. See the Traffic Control for the limits of each Sub-Stage.

- In this Stage, maintain the two inside lanes open to traffic from the NW System Ramp gore to the Loomis Road Off-Ramp. Close all other remaining lanes.
- Close NW System Ramp.
- Close 27<sup>th</sup> Street On-Ramps to IH-894 westbound in Sub-Stage 2A.
- Close NS System Ramp.
- Detour "B" and "E" shall be in place during work in this Stage.

### **Segment NW Stage 1**

This segment has one Sub-Stage depending on the amount of work that the contractor can perform each night.

- Close the NW System Ramp from Station 320+62 "NW" to Station 352+40 "NW".
- Detour "D" shall be in place during work in this segment.

### **Segment WN Stage 1**

This segment has four Sub-Stages depending on the amount of work that the contractor can perform each night. See the Traffic Control Plans for the limits of each Sub-Stage.

- Close the WN System Ramp from the WN Off-Ramp gore to 13<sup>th</sup> Street (Station 294+43 "WN" to Station 354+83 "WN").
- Close the NS Ramp from the Layton Off-Ramp gore to 13<sup>th</sup> Street (Station 551+96 "IH94" to Station 596+44 "IH-94").
- Close the Layton On-Ramp in Sub-Stages 1C and 1D.
- Maintain the two inside lanes open on IH-94 westbound from the 13<sup>th</sup> Street to Howard Avenue. Close all remaining outside lanes including auxiliary lanes.
- Close the On-Ramps from 27<sup>th</sup> Street to the WN System Ramp.
- Close the Howard Avenue Off-Ramp in Sub-Stage 1D.
- Detour "J" shall be in place for this Stage.

### **Segment WS Stage 1**

Stage 1 has three Sub-Stages depending on the amount of work that the contractor can perform each night. See the Traffic Control Plans for the limits of each Sub-Stage.

- Close the inside two lanes on the WS System Ramp from the beginning of the construction limits to Edgerton Avenue (Station 260+10 "WS" to Station 538+96 "WS"). Maintain the remaining outside lanes open to traffic.
- During Sub-Stage 1C, close IH-94 eastbound from the NS Off-Ramp gore to Edgerton Avenue (Station 580+64 "IH94" to Station 538+98 "IH94"). Detour traffic through the NS System Ramp.

## **Segment WS Stage 2**

Stage 2 has six Sub-Stages depending on the amount of work that the contractor can perform each night. See the Traffic Control Plans for the limits of each Sub-Stage.

- Maintain the inside lane on the SW System Ramp open to traffic from Station 260+10 "WS" to Station 366+64 "WS". Close the remaining outside lanes.
- Maintain the three inside lanes on IH-94 eastbound open to traffic from Station 540+72 "IH94" to Station 506+70 "IH94". Close the remaining outside lanes on IH-94 eastbound.
- During Sub-Stage 2A close the Off-Ramp to 27<sup>th</sup> Street.
- Detour "I" shall be in place for this Stage.

### **Detours**

Provide signed detour routes, as shown in the plans that are fully open and free of construction during all full freeway closures. Install required traffic control and detour signs as shown on the plans at least 14 calendar days prior to beginning stage construction; remove the detour after completion of the project. Cover advance-warning signs and detour signs until work begins.

Detour "A": This detour shall be established to provide access to the airport when the STH 119 Off-Ramp at the "CN" CD Road is closed. Traffic on IH-94 westbound will be detoured through College Avenue eastbound and Howell Avenue northbound.

Detour "B": This detour shall be established to provide access from the airport to IH-94 westbound and IH-894 westbound when the outside lanes of the "CN" CD Road between STH 119 and Layton Avenue is closed. Traffic shall be detoured through Howell Avenue northbound and Howard Avenue westbound.

Detour "C": This detour shall be established to provide access from IH-94 westbound to IH-894 westbound when the inside lanes of the "CN" CD Road and SW System Ramp are closed. Traffic shall be detoured through College Avenue westbound and 27<sup>th</sup> Street northbound.

Detour "D": This detour shall be established to provide access from IH-94 eastbound to IH-894 westbound when the NW System Ramp is closed. Traffic shall be detoured through Layton Avenue westbound and 27<sup>th</sup> Street northbound.

Detour "E": This detour shall be established to provide access from IH-94 eastbound to IH-894 eastbound when:

- The NW System Ramp is closed, and
- The outside lanes of IH-894 are closed from the Mitchell Interchange to the western project limits.

Traffic shall be detoured through Layton Avenue westbound and STH 36 northbound (Loomis Road).

Detour "F": This detour shall be established to provide access from IH-94 eastbound to the airport when:

- The exit ramp from IH-94 eastbound to the "CS" CD Road is closed.
- The Exit Ramp from IH-94 eastbound to Layton Avenue is closed.
- The Exit Ramp from the WS System Ramp to the "CS" CD Road is closed.

Traffic shall be detoured through 27<sup>th</sup> Street South, Layton Avenue eastbound and Howell Avenue southbound.

Detour "G": This detour shall be established to provide access from the airport to IH-94 eastbound when:

- The "CS" CD Road between STH 119 and College Avenue is closed.
- The exit ramp from IH-94 eastbound to Rawson Avenue is closed.

Traffic shall be detoured through Howell Avenue southbound and Rawson Avenue westbound.

Detour "H": This detour shall be established to provide access from IH-894 eastbound to IH-94 westbound when the WN System Ramp and the exit ramp from IH-894 eastbound to 27<sup>th</sup> Street are closed. Traffic shall be detoured through STH 36 southbound and Layton Avenue eastbound.

Detour "I": This detour shall be established to provide access from IH-894 eastbound to IH-94 eastbound and westbound when:

- The WS System Ramp is closed.
- The WN System Ramp is closed prior to the merging gore with IH-94 westbound.

Traffic shall be detoured through 27<sup>th</sup> Street southbound and Layton Avenue eastbound.

Detour “J”: This detour shall be established to provide access from IH-894 eastbound to IH-94 westbound when the WN System Ramp and NS Ramp is closed.

Traffic shall be detoured through 27<sup>th</sup> Street northbound and Howard Avenue eastbound.

Detour “K”: This detour shall be established to provide access from IH-94 westbound to IH-894 westbound when the SW System Ramp is closed.

Traffic shall be detoured through Layton Avenue westbound and 27<sup>th</sup> Street northbound.

Detour Restrictions:

- Detours “A” and “C” shall not be in place concurrently.
- Detours “D” and “E” shall not be in place concurrently.
- Detours “B” and “G” shall not be in place concurrently.
- Detours “I” and “J” shall not be in place concurrently.

### **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<br>(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<br>(available width, all lanes in one direction ≥ 16') | MINIMUM NOTIFICATION |
| Lane and shoulder closures                                                                                        | 3 business days      |
| Ramp closures                                                                                                     | 3 business days      |
| Modifying all closure types                                                                                       | 3 business days      |

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

stp-108-057 (20161130)

## **6. Holiday and Special Event Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH-94, and IH-894 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 Wednesday, August 29, 2018 to 6:00 AM Tuesday, September 4, 2018 for the Labor Day Holiday and for the Harley-Davidson 115<sup>th</sup> Anniversary Celebration 2018;
- On days with Milwaukee Brewers home game, keep open all roadways 2 hours prior to the start of a game until 2 hours after the end of the game.

stp-107-005 (20050502)

## 7. Utilities.

### PROJECT 1030-28-71

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

Additional information regarding recently relocated utility facilities may be available on permits issued to the utility companies. These permits can be viewed at the Region Office during normal working hours. Contact WisDOT SE Freeways Utility Coordinator Greg Berry at (414) 750-7824 for further information.

Underground and overhead utility facilities are located within the project limits. Utility adjustments are not required for this construction project. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per state statute. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

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

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

Known utilities in the project area are as follows:

**American Transmission Company, LLC (ATC)** has no facilities within the project limits.

Contact Tony Marciniak, (262) 506-6814, with ATC with any questions regarding ATC facilities.

**Charter Communications** has no facilities within the project limits.

Contact Steve Cramer, (414) 227-4045 office / (414) 688-2385 cell, of Charter Communications with any questions regarding Charter Communications facilities.

**City of Milwaukee – City Underground Conduit** has no facilities within the project limits.

Contact Karen Rogney, (414) 286-3243, with the City of Milwaukee with any questions regarding City of Milwaukee – City Underground Conduit facilities.

**City of Milwaukee – Sewers** has no conflicts with existing facilities within the project limits.

Contact Zafar Yousuf, (414) 286-2467, with the City of Milwaukee with any questions regarding City of Milwaukee – Sewer facilities.

**City of Milwaukee – Traffic Signals** has no conflicts within the project limits.

Contact Al Nichols, (414) 286-5941, with the City of Milwaukee with any questions regarding City of Milwaukee – Traffic Signal facilities.

**City of Milwaukee – Water (Milwaukee Water Works)** has no conflicts with existing facilities within the project limits.

Contact Dave Goldapp, (414) 286-6301, with the City of Milwaukee with any questions regarding Milwaukee Water Works facilities.

**Level 3 Communications LLC** has no conflicts with existing facilities within the project limits. The Wiltel Long Haul on this stretch, from W Howard Ave to W College was relocated from running along I94 to Howell Ave back in 2010.

Contact Sasha Demian, (414) 908-1042, with Level 3 with any questions regarding Level 3 Communication facilities.

**We Energies - Electric** facilities have been deemed to be not in conflict and will remain in place as is.

Contact Alex Dantinne, (920) 621-6903, of We Energies - Electric with any questions regarding We Energies Electric facilities.

**We Energies - Gas** facilities have been deemed to be not in conflict and will remain in place as is.

Contact Alex Dantinne, (920) 621-6903, of We Energies - Gas with any questions regarding We Energies Gas facilities.

**Wisconsin Department of Transportation (WisDOT) – Communication Lines** has no conflicts within the project limits.

Contact Jeff Madson, (414) 225-3723, with WisDOT with any questions regarding WisDOT Communication facilities.

**Wisconsin Department of Transportation (WisDOT) – Street Lighting** has no conflicts within the project limits.

Contact Eric Perea, (414) 750-0935, with WisDOT with any questions regarding WisDOT Street Lighting facilities.

#### **PROJECT 1060-28-70 & 1228-21-71**

These projects do not come under the provisions of Administrative Rule TRANS 220.

Underground and overhead utility facilities are located within the project limits. Utility adjustments are not anticipated for this construction project. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to ensure the integrity of underground and overhead facilities. Adjustments may be necessary, as directed by the engineer, when it becomes evident that a utility conflict could occur.

### **8. Other Contracts.**

The following projects may be under construction concurrently with the work under this contract. Coordinate activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts.

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

#### Project 1060-28-70

Marquette Interchange Bridges, IH43/IH 94/IH 794  
WisDOT Contact: Steven Kuhl, (414) 531-6932  
Steven.Kuhl@dot.wi.gov

#### Project 1228-21-71

Valley Bridge, IH43/IH94, Virginia St. - 1500 Ft N (Menomonee River).  
WisDOT Contact: Steven Kuhl, (414) 531-6932  
Steven.Kuhl@dot.wi.gov

#### Project 1100-34-70

IH 894, 84<sup>th</sup> Street - National Avenue  
WisDOT Contact: Sara Feuling, (414) 750-0579  
Sara.Feuling@dot.wi.gov

#### Project 1060-33-81

Zoo IC, Zoo Interchange Phase 2  
WisDOT Contact: Michael Burns, (414) 750-1413  
Mike.Burns@dot.wi.gov

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

### **A Description**

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

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

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

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

Notify evidence of the required coverage, and duration to:

Jim Krieger, Manager Public Works; Canadian Pacific Plaza, 120 South 6<sup>th</sup> Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4555; E-mail: jim\_krieger@cpr.ca

Also send a copy to the following:

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

Include the following information on the insurance document:

Project ID: 1030-43-70  
Project Location: Milwaukee WI  
Route Name: I94 Milwaukee County  
Railroad Subdivision: C&M Sub  
Crossing ID: 387976S  
Railroad Milepost: 80.25  
Work Performed: Pavement route and seal

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

Approximately 16 passenger trains and 36 through freight trains operate daily through the construction site. Passenger trains operate at up to 70 mph. Through freight trains operate at up to 50 mph.

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

##### **Construction Contact**

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

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

##### **Flagging Contact**

Dave LeClaire, Supervisor of Public Works; Canadian Pacific Plaza, 120 South 6<sup>th</sup> Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4556; E-mail dave.leclaire@cpr.ca Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

\* Contact Soo Line (CP) prior to letting for flagman work hour availability.

##### **Cable Locate Contact**

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

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

#### **A.4 Work by Railroad**

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. None

## **A.5 Temporary Grade Crossing**

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

## **A.6 Rail Security Awareness and Contractor Orientation**

Prior to entry on railroad right-of-way, the contractor shall arrange for on-line security awareness and contractor orientation training and testing, and be registered through "e-RAILSAFE" for all contractor and subcontractor employees working on railroad right-of-way. See e-railsafe.com "Information". The security awareness and contractor orientation training is shown under the railroad's name.

The department has secured right of entry to railroad property; neither the contractor nor subcontractors or their employees will be required to sign a right of entry form.

The security awareness and contractor orientation certification is valid for 2 year(s) and must be renewed for projects that will carry over beyond the 2 year period. Contractor and subcontractor employees shall wear the identification badge issued by e-RAILSAFE when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

stp 107-026 (20170615)

## **10. Hauling Restrictions.**

*Replace standard spec 107.2 with the following:*

Five business days in advance of any proposed hauling on local streets, present the proposed haul route to the City of Milwaukee, to the attention of Mr. Jeff Polenske, City of Milwaukee Engineer (414) 286-2400. Include in the haul route submittal the months, days of the week, time of day, number of trucks, types of trucks and maximum loads of trucks anticipated to accomplish the project work in the haul route submittal.

The City of Milwaukee will review the submittal and issue a hauling permit or provide a letter with comments and proposed revisions to the contractor within five business days of its receipt. Provide copies of the approval to the engineer prior to hauling on local streets.

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

sef-107-015 (20170310)

## **11. Erosion Control**

Use Inlet Protection Type B within 10 feet of the routing and sealing operations. Alternatively, protect the inlet with a temporary cover such as a plate or plywood, typically anchored with sand bags or as approved by the engineer. The cost to protect the inlet with the temporary cover is incidental to the contract.

*Add the following to standard spec 107.20 as paragraphs nine through fifteen:*

- (9) Erosion control best management practices (BMP's) the plans show are at suggested locations. The actual locations shall be determined by the contractor's ECIP and by the engineer. Include each dewatering (mechanical pumping) operation in the ECIP submittal. The ECIP shall supplement information the plans show and not reproduce it. The ECIP shall identify how to implement the project's erosion control plan. ECIP shall demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-application of top soil to minimize the exposure to possible erosion.
- (10) Provide the ECIP 14 days before the pre-construction conference. Provide one copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Kristina Betzold, (414) 263-8517, Kristina.betzold@wisconsin.gov. Do not implement the ECIP until department approval, and perform all work conforming to the approved ECIP.
- (11) Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required.



- (12) Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Install perimeter silt fence protection around stockpiles within a timeframe acceptable to the engineer. If stockpiled materials will be left for more than 14 days, install temporary seed and mulch or other temporary erosion control measures the engineer orders.
- (13) When performing sand blasting, water blasting or concrete sawing, the material produced from these operations shall not be allowed into the storm sewer. Cover storm sewer inlets in the work zone during the operation and provide means of removing and disposing of this material. This shall be described in the ECIP.
- (14) Re-apply topsoil on graded areas, as designated by the engineer, within a timeframe acceptable to the engineer after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.
- (15) Do not allow excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Before each dewatering operation, submit to the department a separate ECIP amendment describing in words and pictorial format an appropriate BMP for sediment removal, conforming to WisDNR Storm Water Construction Technical Standard, Code 1061, Dewatering. Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection.
- (16) Dewatering is incidental.  
~~see 107-010 (20180104)~~

## 12. Public Convenience and Safety.

*Revise standard spec 107.8(6) as follows:*

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

stp-107-001 (20060512)

## 13. Traffic Meetings and Traffic Control Scheduling

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

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

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

Obtain approval from the engineer for any mid-week changes to the closure schedule. Revise the 2-week look-ahead as required and obtain engineer approval.

sef-643-040 (20150319)

#### **14. Material and Equipment Staging.**

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

sef-999-020 (20170310)

#### **15. Work Force Opportunities.**

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

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

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

sef-108-036 (20171004)

#### **16. Available Documents.**

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

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

These documents are available from Georgia Vergou at 141 NW Barstow Street, Waukesha, WI 53187 (262) 548-8812.

Reproduction costs will be applied to all copies requested.

sef-102-005 (20170310)

#### **17. Contractor Notification.**

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

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

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

#### **104.3.2 (Vacant)**

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

- (1) If required by standard spec 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, promptly provide a written notice to the engineer. At a minimum, provide the following:
  1. A written description of the nature of the issue.
  2. The time and date of discovering the problem or issue.
  3. If appropriate, the location of the issue.
- (2) Provide the additional information specified in standard spec 104.3.5 as early as possible to assist the engineer in the timely resolution of an identified issue. The engineer will not require, in subsequent submissions, duplication of information already provided.

sef-104-005 (20141211)

### **18. Contractor Document Submittals.**

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

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

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

Submit electronic copies in PDF format via email to accounts the engineer determines. If possible, create PDFs from original documents in their native format (e.g. Word, Excel, AutoCAD, etc.). Scan other documents to PDF format with a minimum resolution of 600 dpi.

All costs for contractor document submittals are incidental to the contract.

sef-105-010 (20150619)

### **19. Dust Control Implementation Plan.**

#### **A Description**

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

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

#### **C Construction**

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

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

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

##### **C.2 DCIP Contents**

Develop a DCIP tailored to the specific needs of the project. Consider potential impacts to businesses and residences adjacent to the job site. Describe in detail all land disturbing, dust generating activities.

Identify strategies to prevent, mitigate, and collect excess dust. Establish clear lines of communication with the engineer to ensure that all dust control issues can be dealt with promptly.

Include all of the following:

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

### **C.3 Updating the DCIP**

Update the DCIP during the contract or as the engineer directs. Obtain the engineer's approval for all DCIP alterations. Also obtain the engineer's approval for routine DCIP adjustments for weather, job conditions, or emergencies that will have an impact on payment under the bid items listed in the approved DCIP.

### **C.4 Dust Control Deficiencies**

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

### **D Measurement**

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

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

623.0200 Dust Control Surface Treatment  
624.0100 Water  
SPV.0075.02 Pavement Cleanup Project 1030-28-71

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

### **E Payment**

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

sef-107-005 (20170323)

## 20. 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)

## 21. Removing Concrete Barrier.

*Add the following to standard spec 204.3.2.2.1 as paragraph fourteen:*

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

*Add the following to standard spec 204.5.1(2) as paragraph two:*

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

sef-204-025 (20180104)

## 22. 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:

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

<sup>[1]</sup> 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.

<sup>[2]</sup> If the actual quantity overruns 6,000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.

<sup>[3]</sup> If the actual quantity overruns 9000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.

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

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

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

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

- (1) The department will perform testing as specified in B.8 except as follows:
- Department 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<br>Sampling Aggregates                               | ASTM D3665<br>AASHTO T2 <sup>[1]</sup>                | Transportation Materials Sampling Technician (TMS)<br>Aggregate Technician I (AGGTEC-I)<br>AGGTEC-I Assistant Certified Technician (ACT-AGG)                                          |
| Percent passing the 200 Sieve<br>Gradation<br>Moisture Content<br>Fractured Faces | AASHTO T11<br>AASHTO T27<br>AASHTO T255<br>ASTM D5821 | Aggregate Technician I (AGGTEC-I)<br>AGGTEC-I Assistant Certified Technician (ACT-AGG)                                                                                                |
| Liquid and Plasticity Index                                                       | AASHTO T89<br>AASHTO T90                              | Aggregate Testing for Transportation Systems (ATTS)<br>Grading Technician I (GRADINGTEC-1)<br>Grading Assistant Certified Technician (ACT-Grading)                                    |
| Plasticity Check                                                                  | AASHTO T90                                            | Aggregate Technician I (AGGTEC-I)<br>AGGTEC-I Assistant Certified Technician (ACT-AGG)<br>Grading Technician I (GRADINGTEC-1)<br>Grading Assistant Certified Technician (ACT-Grading) |

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

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

## B.3 Laboratory

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

Materials Management Section  
3502 Kinsman Blvd.  
Madison, WI 53704  
Telephone: (608) 246-5388

<http://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)

**23. Water.**

*Add the following to standard spec 624:*

Use water, if needed, upon engineer approval, to remove and clean the pavement of any remaining de-tacking agent prior to applying permanent pavement markings.

**24. Signs Type I and II.**

Furnish and install mounting brackets per approved product list for type II signs on overhead sign supports incidental to sign. For type II signs on sign bridges use aluminum vertical support beams noted above incidental to sign.

*Supplement standard spec 637.2.4 with the following:*

Use stainless steel bolts, washers and nuts for type I and type II signs mounted on sign bridges or type I signs mounted on overhead sign supports. Use clips on every joint for Sign Plate A 4-6 when mounted on a sign bridge or overhead sign support. Inspect installation of clips and assure bolts and nuts are tightened to manufacturers recommended torque values.

Use aluminum vertical sign support beams that have a 5-inch wide flange and weigh 3.7 pounds per foot, if the L-brackets are 4 inches wide then use 4 inch wide flange beams weighing 3.06 pounds per foot. Contractor shall measure the width of the L-brackets on existing structures of determine the width needed for sign support beams.

Use beams a minimum of 6 feet in length or equal to the height of the sign to be supported, whichever is greater. Use U-bolts that are made of stainless steel, one-half inch diameter and of the proper size to fit the truss cords of each sign bridge. Install vertical sign support beams on each sign and use new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss.

For type II signs on overhead sign supports follow the approved product list for mounting brackets.

*Replace standard spec 637.3.3.2(2) with the following:*

- (2) Install Type I Signs at the offset stated in the plan, which shall be the clear distance between the edge of mainline pavement right edgeline and the near edge of the sign.

*Supplement standard spec 637.3.3.3(3) with the following:*

Furnish and install new aluminum vertical sign support beams on each sign and new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss for Type I or Type II Signs and Type I signs on overhead sign supports incidental to sign.

*Add to standard spec 641.2 the following:*

Submit shop drawings for sign bridges and overhead sign supports to SE Region Traffic Operations Engineer, Tom Heydel and Bureau of Structures Design.

SER-637.1 (20170621) SIGN

## **25. Traffic Control.**

*Supplement standard spec 643.3.1 with the following:*

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

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

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

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

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

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

*Replace standard spec 643.3.1.(7) with the following:*

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

SER-643.1 (20170808)

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

### **A Description**

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

### **B (Vacant)**

### **C Construction**

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

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

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

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

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

## **C.2 Portable Lighting**

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

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

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

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

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

## **C.4 Glare Control**

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

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

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

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

## **C.5 Continuous Operation**

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

## **D (Vacant)**

## **E Payment**

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

stp-643-010 (20100709)

## **27. Covering Signs.**

*Replace standard spec 643.2.3.3(2) with the following:*

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

*Supplement standard spec 643.3.4.1 with the following:*

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

sef-643-005 (20171004)

## **28. Traffic Control Interim Lane Closure, Item 643.4100.S.**

### **A Description**

This special provision describes closing a freeway/expressway traffic lane.

### **B (Vacant)**

### **C Construction**

Install and reposition traffic control devices as required to close a traffic lane. Remove and return the devices to their previous configuration when the closure is no longer required.

### **D Measurement**

The department will measure Traffic Control Interim Lane Closure as each individual reposition/return cycle acceptably completed. The department will not measure additional moves or configuration changes as might be required solely to accommodate the contractor's operations.

The department will measure the closures by traffic lane and roadway. The department will not measure multiple closures in the same traffic lane on a project.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                          | UNIT |
|-------------|--------------------------------------|------|
| 643.4100.S  | Traffic Control Interim Lane Closure | EACH |

Payment is full compensation for closing, and re-opening the affected traffic lane.

stp-643-030 (20170615)

## **29. 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 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)

### **30. Field Facilities Office Space, Item SPV.0060.01.**

#### **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 hereinafter provided.

#### **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. Four suitable office desks with drawers and locks.
2. Four 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. Four 6 foot folding tables.
4. One 10 foot folding table.
5. Two 2-drawer file cabinets.
6. Two 4-shelf bookcases.
7. Ten 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. 01 | 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 for the time specified in standard spec 642.3.

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

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**31. Traffic Control Close-Open Freeway Entrance Ramp, Item SPV.0060.02.**

**A Description**

This special provision describes closing, and re-opening a freeway entrance ramp and associated auxiliary lane.

**B (Vacant)**

**C Construction**

Install or reposition traffic control devices required for closing a freeway entrance ramp and adjacent auxiliary lanes. Remove or return traffic control devices to their previous configuration when the closure is no longer required.

**D Measurement**

The department will measure Traffic Control Close-Open Freeway Entrance Ramp by each individual ramp closure, 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.0060.02 | Traffic Control Close-Open Freeway Entrance Ramp | EACH |

Payment is full compensation for closing, and re-opening a freeway entrance ramp.

Traffic control devices will be paid for separately under the traffic control bid items.

**32. Traffic Control Close- Open Freeway to Freeway System Ramp, Item SPV.0060.03.**

**A Description**

This special provision describes closing and re-opening a freeway to freeway system ramp.

**B (Vacant)**

**C Construction**

Install or reposition traffic control devices required for closing a freeway system ramp and adjacent auxiliary lanes. Remove or return traffic control devices to their previous configuration when the closure is no longer required.

**D Measurement**

The department will measure Traffic Control Close- Open Freeway to Freeway System Ramp by each individual closure, 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.0060.03 | Traffic Control Close- Open Freeway to Freeway System Ramp | EACH |

Payment is full compensation for closing, and re-opening a freeway to freeway system ramp.

Traffic control devices will be paid for separately under the traffic control bid items.



**33. Traffic Control Full Freeway Closure, Item SPV.0060.04.**

**A Description**

This special provision describes closing and re-opening a freeway or expressway.

**B (Vacant)**

**C Construction**

Install or reposition traffic control devices required for a full freeway closure. Remove or return traffic control devices to their previous configuration when the full closure is no longer required.

**D Measurement**

The department will measure Traffic Control Full Freeway Closure by each individual freeway closure that is set up and later removed in each traffic direction 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.0060.04 | Traffic Control Full Freeway Closure | Each |

Payment is full compensation for closing, and re-opening the freeway.

Traffic control devices will be paid for separately under the traffic control bid items.

**34. Roadway Sweeping, Item SPV.0075.01.**

**A Description**

This special provision describes removing dirt and dust particles from the roadway using a street sweeper periodically during the project as directed by the engineer.

**B Materials**

Provide a mechanical, vacuum-assisted or regenerative or as approved by the engineer street sweeper capable of collecting debris within an enclosed collection bin or hopper and disposing of the debris.

**C Construction**

Prior to the beginning of the sweeping operations, submit to the engineer a summary of estimated hours.

Remove debris from the roadway using the street sweeper during the project as directed by the engineer.

Provide logged hours of roadway sweeping to the engineer for approval on a weekly basis.

**D Measurement**

The department will measure Roadway Sweeping by the hour that the street sweeper is on the project collecting and removing debris from the roadway, 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.0075.01 | Roadway Sweeping | HRS  |

Payment is full compensation for preparing and submitting the street sweeping log; mobilization; sweeping; and disposing of materials.

**35. Pavement Cleanup Project 1030-28-71, Item SPV.0075.02.**

**A Description**

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

## **B Materials**

### **B.1 Pavement Cleanup**

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

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

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

## **C Construction**

### **C.1 Surveillance**

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

### **C.2 Pavement Cleanup**

Keep all pavements, sidewalks, driveways, curb lanes and gutters within the project boundaries, free of dust and debris generated from all activity under the contract. Keep all pavements, sidewalks, driveways, curb lanes, and gutters adjacent to the project free of dust and debris that are caused by land disturbing, dust generating activities, as defined in the contractor's Dust Control Implementation Plan (DCIP).

Provide routine sweeping of all pavements, sidewalks, driveways, curb lanes and gutters on local-street active haul routes as defined in the DCIP or as directed by the engineer.

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

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

## **D Measurement**

The department will measure Pavement Cleanup (Project 1030-28-71) by the hour acceptably completed.

Tickets shall include:

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

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

## **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                         | UNIT |
|--------------|-------------------------------------|------|
| SPV. 0075.02 | Pavement Cleanup Project 1030-28-71 | HR   |

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

sef-104-006 (20170323)

## **36. Crack Sealing Modified, Item SPV.0085.01.**

### **A General**

This special provision describes cleaning, drying, and filling the longitudinal and transverse cracks in asphaltic pavement. The work shall conform to the plan details and as hereinafter provided.

### **B Materials**

Furnish material that conforms to the requirements of the Specifications for Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements, ASTM Designation: D 6690, Type II, modified to require that the bond strength test be run at -20 degrees F. (The unmodified ASTM D 6690, Type II allows this test to be run at either 0 degrees F or -20 degrees F.)

Deliver each lot or batch of sealing compound to the jobsite in the manufacturer's original sealed container. Mark each container with the manufacturer's name, batch or lot number, and the recommended safe heating temperature range. Prior to applying the sealant, furnish to the engineer a certificate of material compliance and a copy of the manufacturer's recommendations on heating and applying the sealant.

### **C Construction**

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

Heat the sealing compound to the pouring temperature recommended by the manufacturer in an approved kettle or tank, constructed as a double boiler, with the space between the inner and outer shells filled with oil or other satisfactory heat transfer medium. If and when using the heating kettle on concrete or asphaltic pavement, properly insulate the heating kettle to ensure heat is not radiated to the pavement surface.

Use a pressure distributor for applying sealing material through a hand-operated wand or nozzle according to sealant manufacturer's instructions. The contractor must supply lighting equipment sufficient for locating and identifying cracks as directed by the engineer.

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

Immediately prior to sealing, blow out the dried crack with a blast of compressed air, 80-psi minimum. If a pneumatic tool lubricator is used, it must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines. Continue cleaning until the joint is dry, and until all dirt, dust, or deleterious matter is removed from the joint and adjacent pavement to the satisfaction of the engineer. If the air compressor produces dirt or other residue in the joint cavity, the contractor shall be required to clean the joint again.

If cleaning operations could cause damage to, or interfere with, traffic in adjacent lanes, or both, provides protective screening that is subject to the approval of the engineer to the cleaning operation.

Provide positive temperature control and mechanical agitation. Do not heat the sealant to more than 20 degrees F below the maximum safe heating temperature. Provide a direct connecting pressure type extruding device with nozzles shaped for insertion into the joint. Immediately remove sealant spilled on the surface of the pavement.

Crack filling shall be done only when the ambient air temperature is between 35 degrees F and 70 degrees F, and pavement surface temperature is above 40 degrees F or the manufacturer's recommended temperature, whichever is greater. When near this minimum, additional air blasting or drying time or both may be necessary to assure satisfactory bond to the crack surfaces. Seal the joints when the sealant material is at the pouring temperature recommended by the manufacturer. Fill the joint such that after cooling, the sealant is flush with the adjacent pavement surface. Do not overfill the joint. Squeegee the sealant into the crack to ensure that the material fully fills the crack. Sealant shall be allowed to cure and be tack free before opening to traffic. Sand shall not be spread on sealed joints to allow for opening of traffic. An approved de-tacking agent may be applied for use with the specified sealant to the surface of the newly placed sealant if traffic results in tracking of the crack sealing material. Repair any damage by traffic to treated pavement areas.

### **D Measurement**

The department will measure Crack Sealing Modified by the pound of sealant compound applied, acceptably completed. Prior to starting work each shift, the contractor shall supply and visually verify with the engineer an inventory, in containers, of sealant material. At the end of each shift, the contractor shall supply and visually verify with the engineer the ending inventory, in containers, of sealant material. The

quantity of sealant used will be determined by counting the number of containers used each night multiplied by the indicated pounds of sealant contained in each container.

## **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 | Crack Sealing Modified | LB   |

Payment is full compensation for cleaning the joint; furnishing and installing all materials, including sealant.

## **37. Rout and Seal Modified, Item SPV.0085.02.**

### **A Description**

This special provision describes routing, cleaning, drying, and sealing the longitudinal and transverse cracks in asphaltic pavement. The work shall conform to the plan details and as hereinafter provided.

### **B Materials**

Furnish material that conforms to the requirements of the Specifications for Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements, ASTM Designation: D 6690, Type II, modified to require that the bond strength test be run at -20 degrees F. (The unmodified ASTM D 6690, Type II allows this test to be run at either 0 degrees F or -20 degrees F.)

Deliver each lot or batch of sealing compound to the jobsite in the manufacturer's original sealed container. Mark each container with the manufacturer's name, batch or lot number, and the safe heating temperature. Present the manufacturer's certification stating that the compound meets the requirements of this specification. Prior to applying the sealant, furnish to the engineer a certificate of compliance and a copy of the manufacturer's recommendations on heating and applying the sealant. The contractor must supply lighting equipment sufficient for locating and identifying cracks as directed by the engineer.

### **C Construction**

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

Heat the sealing compound to the pouring temperature recommended by the manufacturer in an approved kettle or tank, constructed as a double boiler, with the space between the inner and outer shells filled with oil or other satisfactory heat transfer medium. If and when using the heating kettle on concrete or asphaltic pavement, properly insulate the heating kettle to ensure heat is not radiated to the pavement surface.

Make route cuts in a single pass. Two-pass cutting will not be allowed. Use a self-propelled mechanical router capable of routing the bituminous pavement to provide a 1.0:1.0 depth to width ratio of all routed cracks. The router blade or blades shall be of such size and configuration to cut the desired joint reservoir in one pass. No spacers between blades shall be allowed unless the contractor can demonstrate to the engineer that the desired reservoir and route cut can be obtained with them. Either wet or dry routing will be permitted provided the above conditions are met. Use a pressure distributor for applying sealing material through a hand-operated wand or nozzle according to sealant manufacturer's instructions.

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

Conduct the operation so that the routing, cleaning, and sealing are continuous operations. Traffic shall not be allowed to knead together or damage the routed joints. Re route, if necessary, routed joints not sealed before traffic is allowed on the pavement when routing and sealing operations resume at no additional cost to the department. Do not perform route cutting, cleaning, and sealing, within 48 hours of the placement of the shoulder's surface course.

Route the longitudinal joint to a minimum width of 3/4-inches and a minimum depth of 3/4-inches. Use a power vacuum truck to immediately remove any routing slurry, dirt, or deleterious matter adhering to the joint walls or remaining in the joint cavity, or both. Prior to sealing, dry the cleaned joints either by air-drying or by using a high capacity torch. Immediately prior to sealing, blow out the dried crack with a blast of compressed air, 80-psi minimum. Continue cleaning until the joint is dry, and until all dirt, dust, or deleterious matter is removed from the joint and adjacent pavement to the satisfaction of the engineer. If the air compressor produces dirt or other residue in the joint cavity, the contractor shall be required to clean the joint again.

If cleaning operations could cause damage to, or interfere with, traffic in adjacent lanes, or both, provides protective screening that is subject to the approval of the engineer to the cleaning operation.

Following cleaning, dry the routed joints and warm them with a hot air lance. Take care not to burn the pavement surface. Under no circumstances shall more than two minutes elapse between the time the hot air lance is used and the sealant is placed.

Provide positive temperature control and mechanical agitation. Do not heat the sealant to more than 20 degrees F below the safe heating temperature. The safe heating temperature can be obtained from the manufacturer's shipping container. Provide a direct connecting pressure type extruding device with nozzles shaped for insertion into the joint. Immediately remove sealant spilled on the surface of the pavement.

Sealing the joints shall be done only when the ambient air temperature is between 35 degrees F and 70 degrees F, and pavement surface temperature is above 40 degrees F or the manufacturer's recommended temperature, whichever is greater. When near this minimum, additional air blasting or drying time or both may be necessary to assure satisfactory bond to the crack surfaces. Seal the joints when the sealant material is at the pouring temperature recommended by the manufacturer. Fill the joint such that after cooling, the sealant is flush with the adjacent pavement surface. Do not overfill the joint. Squeegee the sealant into the crack to ensure that the material fully fills the crack. Sealant shall be allowed to cure and be tack free before opening to traffic. Sand shall not be spread on sealed joints to allow for opening of traffic. An approved de-tacking agent may be applied for use with the specified sealant to the surface of the newly placed sealant if traffic results in tracking of the crack sealing material. Repair any damage by traffic to treated pavement areas.

#### **D Measurement**

The department will measure Rout and Seal Modified by the pound of sealant compound applied, completed according to the contract and accepted. Prior to starting work each shift, the contractor shall supply and visually verify with the engineer an inventory, in containers, of sealant material. At the end of each shift, the contractor shall supply and visually verify with the engineer the ending inventory, in containers, of sealant material. The quantity of sealant used will be determined by counting the number of containers used each night multiplied by the indicated pounds of sealant contained in each container.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION            | UNIT |
|-------------|------------------------|------|
| SPV.0085.02 | Rout and Seal Modified | LB   |

Payment is full compensation for rout cutting; cleaning the joint; furnishing and installing all materials, including sealant.

### **38. Marking Contrast Epoxy 4-inch Special, Item SPV.0090.01.**

#### **A Description**

This special provision describes applying contrast epoxy over existing pavement marking. Conform to standard spec 646, as the plans show, and as follows.

#### **B Materials**

Furnish epoxy pavement marking materials conforming to standard spec 646.2.

#### **C Construction**

Remove loose marking. Clean and prepare the surface of the existing marking to accept the new epoxy marking.

Apply epoxy marking conforming to standard spec 646.3 and as follows:

- For 4-inch: apply two 1 1/2-inch wide black epoxy lines with a 4-inch separation between the two black lines for the first pass, followed by a 4-inch wide white epoxy line second pass, for a total width of 7 inches.

Provide temporary marking and other temporary traffic control as required to maintain traffic and protect the new marking during curing. Remove temporary marking and traffic control when the new marking is ready to open to traffic.

Repair or replace new marking that was improperly applied or that fails during the proving period as specified in standard spec 646.3.1.5.

#### **D Measurement**

The department will not measure the Marking Contrast Epoxy Special bid items. The department will use pay plan quantity conforming to standard spec 109.1.1.2.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                           | UNIT |
|-------------|---------------------------------------|------|
| SPV 0090.01 | Marking Contrast Epoxy 4-inch Special | LF   |

Payment is full compensation for providing replacement marking; for providing and removing temporary marking and traffic control; and for replacing marking improperly constructed or that fails during the proving period.

### **39. Linear Delineation System, Item SPV.0090.02.**

#### **A Description**

This special provision describes installing linear delineator panels on both concrete barrier and/or beamguard.

#### **B Materials**

Furnish 3M Diamond Grade Linear Delineation System Series 340 (6-inch, Series 346). Provide delineation system in fluorescent yellow, as required by the plans. Furnish 6 anchors per strip.

#### **C Construction**

Install Linear Delineation System in the locations detailed in the plans, as specified by the manufacturer. Mount to barrier wall utilizing anchor bolt method per manufacturers literature. Drill wall and hammer in ¼" x 1" stainless steel anchors such as Hilti Stainless Steel Metal Hit Anchor 304 (Model # 230520/9). Use 5/16" nylon washer for each anchor. Use adhesive caulking system similar to 3M Windo-Weld super fast urethane.

#### **D 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 | Linear Delineation System | LF   |

Payment is full compensation for providing and placing all materials, including mounting brackets, hardware, adhesives, or other incidental items needed as directed by the manufacturer's installation instructions.

### **40. TL-5 Concrete Median Barrier, Item SPV. 0090.03.**

#### **A Description**

This special provision describes constructing TL-5 Concrete Median Barrier according to standard spec 603, as the plans show, and as follows.

#### **B Materials**

Furnish materials conforming to standard spec 603.2.

#### **C Construction**

Conform to standard spec 603.3. Cast barrier in place. Pre-cast barrier will not be accepted.

The 28 day concrete compressive strength shall be at least 4000 psi.

*Replace standard spec 603.3.1.2 (1) with the following:*

(1) Install anchor bars at the locations, spacing, and depth the plans show.

Construct the TL-5 Concrete Median Barrier to present a smooth, uniform appearance in its final position conforming to the horizontal and vertical lines shown on the plans, and free of lumps, sags or other irregularities. The top and exposed faces of the barrier shall conform to standard spec 603.3.1.5.

Use well-compacted, dense concrete if using a slip form machine or similar type equipment. Ensure concrete consistency that will maintain the shape of the barrier without support after slip forming. Conform to standard spec 603.3.1.7. If requested by the engineer, evidence of successful operation of the slip form machine or other equipment may be required. Uniformly feed concrete into the slip form machine.

Operate the machine under sufficient uniform forward motion restraint to produce a well compacted mass of concrete. Ensure it is free from surface pits larger than one inch in diameter and requires no further finishing, beyond that described in standard spec 603.3.1.6.

Construct expansion joints conforming to standard spec 603.3.1.3. When forming joints before the concrete has hardened, support adjacent portions of the barrier firmly with close fitting shields. When forming joints after the application of curing compound, treat the exposed faces of the barrier in the vicinity of the joint with curing compound after the forming of the joints.

In transitions between barrier shapes, tie reinforcement bars to TL-5 Concrete Median Barrier reinforcement by tying the first vertical bar +/- 3 inches from the transition point and lapping any horizontal bars that match

#### **D Measurement**

The department will not measure TL-5 Concrete Median Barrier. The department will use pay plan quantity conforming to standard spec 109.1.1.2.

#### **E Payment**

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

| ITEM NUMBER  | DESCRIPTION                  | UNIT |
|--------------|------------------------------|------|
| SPV. 0090.03 | TL-5 Concrete Median Barrier | LF   |

Payment for TL-5 Concrete Median Barrier is full compensation conforming to standard spec 603.5.

### **41. Chevron Solar Powered Sign System Assembly W-S Ramp, Item SPV.0105.01.**

#### **A Description**

This special provision describes providing a 3 Chevron synchronized sign system that is solar powered with a radar activation device and supplying wirelessly controlled light assemblies. This work also includes supplying multiple synchronized units as the plans show.

#### **A.1 General Requirements**

- A.1.1** Provide Chevron sign systems that consist of a Day-Viz LED Blinkersign or approved equal and conform to the 2009 Federal Highway MUTCD section 2A.07 on retro reflectivity and illumination.
- A.1.2** Provide Chevron sign systems as a complete assembly, consisting of the pole, breakaway Device, sign mounting, radar device, solar panel, radio and electrical components (wiring, battery, solid-state circuit boards, etc).

#### **A.2 Functional Requirements**

- A.2.1** Furnish each Chevron sign system with solar power.
- A.2.2** Furnish each Chevron sign system with a radar device that will activate the sign system.
- A.2.3** Furnish a Chevron sign system that will be seen as normally dark, that initiates operation only upon radar activation over a set speed threshold, and that ceases operation after a predetermined time limit (based on MUTCD procedures).
- A.2.4** Furnish each remote Chevron sign system with a wireless activation mechanism, using a 900Mhz radio housed in an enclosure mounted to the sign as the plans show.
- A.2.5** Supply Chevron sign system LED's that flash in a sequence from near to far.
- A.2.6** Supply wireless synchronization for all Chevron signs (All lights will turn on within 120msec and remain synchronized through-out the the flashing cycle).
- A.2.7** Furnish Chevron sign systems that flash from 1 to 8 sec. with an adjustable offset to the next sign.
- A.2.8** Supply each Chevron sign system with one radar activated device on the first sign as to trigger incoming vehicles over a specified speed.

## **B Materials**

Furnish a Chevron sign system as a complete assembly, consisting of breakaway device, signage, sign mounting, radar activation device, solar panel, battery, solar controller, wireless radio and electrical components (wiring, solid-state circuit boards, etc) and as modified in this special provision.

### **B.1 LED Blinkersign**

Supply blinker signs with:

1. A TAPCO Day-Viz™ LED enhanced, fully self-contained Blinkersign™ conforming to the 2009 Federal Highway MUTCD section 2A.07 on retro reflectivity and illumination or approved equal.
2. A high power Luxeon® light emitting diodes (LED) that provides maximum daytime brightness with automatic dimming for reduced night brightness. Mount the LEDs in the border of the arrow to conform to federal standards on all signs.
3. 3M DG3 prismatic sheeting or similar with Anti-Graffiti overlay.
4. Signs conforming to MUTCD standards.
5. 0.080 or 0.100 gauge aluminum on all sign blanks.
6. 3M DG3 or similar prismatic sheeting, unless required with a lower grade of reflectivity.
7. Anti-vandal fasteners to mount components to sign and sign to fixture on all sign assemblies.
8. TAPCO # 2180 Day-Viz on all sign assemblies or approved equal.

### **B.2 LEDs**

Provide the following:

1. Supply up to 10 high power single watt Luxeon® LEDs that provide a maximum light intensity of up to 600,000 mcd (millicandelas) with a viewing angle of 20° for each sign assembly.
2. Match the color of the sign amber (587.5-590) to all LEDs, as specified in section 2A.07 of the MUTCD.
3. Seal each LED in 7/8" diameter, heat dissipating plastic enclosure to provide resistance to weather and vibration. Supply a center LED that is less than ¼ inch.
4. Mount All LED enclosures in a 1 inch hole and ultrasonically weld to the sign assembly.
5. Wire all LEDs in a parallel string. Provide for the event of a single LED failure so not all LEDs fail.
6. Activate all LEDs simultaneously as specified in MUTCD standards.
7. Use wire conforming to military specifications, MIL-W-16878D, Type D, and enclose in a vinyl nylon jacket.
8. Cover and secure wiring to the sign assembly using a 1"x3/8" aluminum weather resistant extrusion.
9. Use LED connectors conforming to Ingress Protection, IP-67 rating, Use dust proof connectors, and protect from temporary immersion in water up to 1 meter deep for 30 minutes. Supply Deutsch DTM series connectors.
10. Supply a TAPCO # 3012 LED or approved equal.

### **B.3 Control Circuit**

Provide the following:

1. A control circuit capable of independently flashing a single output or alternate a double sign. Supply a flashing output level that is user programmable with the use of a Windows GUI (Graphical User Interface) Software programming device.
2. A flashing output that has 50 to 60 flashes per minute with 100 msec – 500 msec duration on time or 1-8 sec flash with an adjustable offset from the previous sign. Supply outputs that reach the output current as programmed for the duration of the programmed pulse.
3. An output current that is individually programmable for day and night time operation. Use daytime and nighttime flashing current ranges from 0 mA to 2000 mA with 1 mA increments. The day and nighttime mode will automatically be determined by solar panel charge input or photo eye input if desired. Supply a daytime and nighttime mode that is programmable up to 6 different light levels.
4. A control circuit with operating temperatures in the range of -40 to +80 c.
5. Supply Deutsch DTM series circuit connectors or approved equal conforming to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 1 meter deep for 30 minutes.
6. A TAPCO # 2538-30 control circuit or approved equal.

### **B.4 Battery**

Supply and install the following:

1. A Battery unit with 4.8 volt 14000mAH Nickel Metal Hydride (NiMH).
2. Sealed in a plastic film.
3. Corrosion and moisture resistant batteries with operating temperatures in the range of -20 to +60 C.



4. Battery connectors with an Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Supply Deutsch DTM series connectors or approved equal.
5. Internally fused batteries.
6. Batteries equipped with an internal battery temperature control thermal sensor.
7. TAPCO #2795-6 batteries or approved equal.

## **B.5 Wireless Radio**

Provide the following:

1. A radio control that operates on 900 mhz frequency hopping spread spectrum network.
2. A radio capable of integrating with the communication of the Chevron sign system control circuit to activate sign from Radar unit.
3. Synchronization of all remote Chevron signs with the radio indications so they will turn on within 120 msec of each other and remain synchronized through-out the flashing cycle with the preset offset determined for sequencing.
4. A radio system capable of operating from 3.6 to 15vdc.

## **B.6 Speed Radar Detector**

Provide a one-piece programmable stationary directional true Doppler Radar detector meeting the following requirements:

1. Programmable to monitor only the speed of vehicles coming towards the system.
2. An operation Frequency of 24.125 GHz  $\pm$ 5Mhz with a Power Output 5mW on the K-Band operating band.
3. Operating between 9 to 18VDC with Reverse battery protection with a detection of 300 feet (90 meters) on level road mounted 5 feet off the ground.
4. A Nominal Operating Current/Power 9mAmps @12VDC / 0.1Watts
5. An Operating Temperature range -40 to +185F (-40 to +85 C) and housed in a weatherproof housing.
6. Programmable by an IR Remote Programmer.(Remote optional)
7. Data Interfaces: Serial Communication RS232 and RS485
8. A detector accuracy of  $\pm$ 0.1 Mph (0.16 Kmph) and a speed range between 10 to 105 Mph (8 to 168 Kph)
9. A US Approval FCC Part 15 for license free operation. The FCC ID is "TIASS300."

## **B.7 Solar Panel**

1. Provide a solar panel up to 13.5"x15" size and provide up to 13.5 watts peak total output.
2. Mount the solar panel to an aluminum plate and bracket at an angle of 45°- 60°.
3. Use only anti-vandal fasteners.
4. Furnish solar panel connectors that conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 1 meter deep for 30 minutes. Furnish Deutsch DTM series connectors.
5. Furnish only TAPCO # 2772-2 solar panels or approved equal.

## **C Construction**

Install the Chevron sign system components as a complete assembly as the plans show and as follows:

- Mount the blinker sign LEDs in the border of the arrow to conform to federal standards on all signs.
- Seal each LED in 7/8" diameter, heat dissipating plastic enclosure to provide resistance to weather and vibration. Center LED to be less than 1/4".
- Mount All LED enclosures in a 1" hole and ultrasonically weld to the sign assembly.
- Wire all LEDs in a parallel string
- Activate all LEDs simultaneously conforming to MUTCD standards.
- Use wire conforming to military specifications, MIL-W-16878D, Type D, and enclose in a vinyl nylon jacket.
- Cover and secure wiring to the sign assembly using a 1"x3/8" aluminum extrusion.
- Synchronize all of the remote Chevron signs with the radio indications so they will turn on within 120 msec of each other and remain synchronized through-out the flashing cycle with the preset offset determined for sequencing.
- Mount assemblies to wood post as the plans show.

## **D Measurement**

The department will measure Chevron Solar Powered Sign System Assembly W-S Ramp as a lump sum unit of work, acceptably furnished and delivered, as the plans show on.

## E Payment

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

| ITEM NUMBER | DESCRIPTION                                         | UNIT |
|-------------|-----------------------------------------------------|------|
| SPV.0105.01 | Chevron Solar Powered Sign System Assembly W-S Ramp | LS   |

Payment is full compensation for providing the Chevron Solar Powered Sign System Assembly W-S Ramp, for testing, for the mounting hardware, and for preserving and resetting assembly location stakes, as the plans show. The department will pay separately for required sign supports.

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## 42. Construction Staking Reference Special Project 1030-43-70, Item SPV.0105.02.

### A Description

This special provision describes modifying standard spec 105.6 and 650 to define the requirements for construction staking for this project.

*Replace standard spec 105.6.2 with the following:*

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

The survey includes establishing horizontal position by stationing for all aspects of construction.

The department may choose to perform quality assurance surveys during the project. These quality assurance surveys do not relieve the responsibility for performing all survey work required to lay out and construct the work.

### B (Vacant)

### C Construction

Perform this work according to standard spec 650.3.

*Add the following to standard spec 650.3.1 as paragraph (8):*

(8)Place project stationing marks on both the inside and outside shoulders for all lanes within the project limits at 300-foot intervals. Use white marking paint to indicate the stationing. Do not paint anything on existing concrete barrier walls. Meet with the engineer to verify the proper orientation and size of the stationing marks prior to starting this work.

### D Measurement

*Replace standard spec 650.4 with the following:*

The department will measure Construction Staking Reference Special Project 1030-43-70 as a separate single lump sum unit of work, acceptably completed.

## E Payment

*Replace standard spec 650.5 with the following:*

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

| ITEM NUMBER | DESCRIPTION                                               | UNIT |
|-------------|-----------------------------------------------------------|------|
| SPV.0105.02 | Construction Staking Reference Special Project 1030-43-70 | LS   |

Payment is full compensation for performing all survey work required to lay out and construct all work.

## 43. Resin Binder High Friction Surface Treatment, Item SPV.0180.01.

### A Description

This special provision describes providing a high friction surface treatment (HFST) composed of aggregate in a resin binder on HMA or concrete pavements.

## B Materials

### B.1 Resin Binder

Supply a two-part thermosetting resin binder which is compatible with the pavement type, bonds to the pavement surface, holds the aggregate firmly in place in a broad range of climates including below-freezing temperatures, and meets the requirements specified in Table 1. Supply a primer if recommended by the resin binder manufacturer.

**Table 1. Resin Binder Properties**

| Property                  | Requirements                                    | Test Method*                                        |
|---------------------------|-------------------------------------------------|-----------------------------------------------------|
| Viscosity                 | 7 – 30 poises                                   | ASTM D2556<br>1-pint specimen                       |
| Gel Time                  | 10-minute minimum                               | ASTM C881<br>60g mass                               |
| Ultimate Tensile Strength | 2,000 – 5,000 psi @ 7 days                      | ASTM D638<br>Type 1 specimen                        |
| Elongation at Break       | 30% - 70% @ 7 days                              | ASTM D638<br>Type 1 specimen                        |
| Compressive Strength      | ≥ 1000 psi @ 3 hrs and<br>≥ 5000 psi @ 24 hours | ASTM D695**                                         |
| Water Absorption          | ≤ 1.0 % @ 24-hr                                 | ASTM D570<br>24-hr immersion                        |
| Shore D Hardness          | 60 – 80 @ 7 days                                | ASTM D2240***<br>Type 1 precision, Type D<br>method |
| Cure Rate                 | ≤ 3 hours<br>(Dry Through Time)                 | ASTM D1640<br>50-55 wet mil thickness***            |
| Adhesive Strength         | 250 psi @ 24 hours or 100%<br>substrate failure | ASTM C1583***                                       |

\* Prepare samples per manufacturer's recommendation; cure all specimens at  $73 \pm 2^\circ$  F and at  $50 \pm 2^\circ$  F; and test all specimens at  $73 \pm 2^\circ$  F

\*\* 2" x 2" cubes made of 2.75 parts of 20-30 mesh sand to 1 part mixed resin binder; use plastic inserts in oversized molds to produce 2" cubes

\*\*\* Conduct testing on applicable pavement type.

### B.2 Aggregate

Furnish calcined bauxite aggregate that is fractured or angular in shape; resistant to polishing and crushing; clean and free of surface moisture; free from silt, clay, asphalt, or other organic materials; compatible with the resin binder; and meet the properties and gradation requirements in Tables 2 and 3. Check with resin binder manufacturer for any compatibility requirements or concerns.

**Table 2. Aggregate Properties**

| Property                  | Requirements                                                                    | Test Method            |
|---------------------------|---------------------------------------------------------------------------------|------------------------|
| Moisture Content          | $\leq 0.2\%$                                                                    | AASHTO T 255           |
| Fine Aggregate Angularity | $\geq 45\%$                                                                     | AASHTO T 304, Method A |
| Micro-Deval               | $\leq 15\%$ loss                                                                | ASTM D7428             |
| LA Wear                   | $\leq 10\%$ loss @ 100 revolutions and $\leq 25\%$ loss @ 500 revolutions       | AASHTO T 96            |
| Freeze-Thaw Soundness     | $\leq 9\%$ loss @ 50, 16, or 25 cycles using Procedure A, B, or C, respectively | AASHTO T 103           |

**Table 3. Aggregate Gradation (AASHTO T27)**

| Sieve Size | % Passing by Weight |
|------------|---------------------|
| No. 4      | 100                 |
| No. 6      | 95                  |
| No. 16     | 0-5                 |
| No. 30     | 0-1                 |

**B.3 Approval of High Friction Surface Treatment**

A minimum of 20 working days before applying HFST, submit product data sheets and specifications from the manufacturer, and a certified test report from an independent laboratory verifying that the resin binder and the calcined bauxite aggregate meet all the requirements specified in Tables 1, 2 and 3. Documents must be dated within three years.

If resin binder has not been previously used in Wisconsin, also submit a list of at least five reference projects where the resin binder has been used for similar applications and in locations that have similar climatic conditions as Wisconsin. Supply a description of the projects along with contact information of the facility owner.

If the engineer requests, provide samples of the resin binder and aggregate for department testing before applying HFST.

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

The contractor will provide documentation showing HFST application experience from at least three previous projects completed for WisDOT or other agencies.

Conduct a meeting with the resin binder manufacturer representatives before applying HFST to establish procedures for maintaining optimum working conditions and coordination of the work. Submit recommended application procedures, including quality control practices, to the engineer for approval. Ensure that a resin binder manufacturer representative is on site to provide technical assistance and quality assurance during surface preparation and for application of HFST.

Ensure that the resin binder components maintain their original properties during storage and handling. Store all aggregate in a dry environment and protect from contaminants on the job site.

## **C.2 Pavement Surface Preparation**

### **C.2.1. Pavement Surface Repair**

Remove visibly unsound or disintegrated areas of the pavement surface as the plans show or the engineer directs.

Check with resin binder manufacturer to ensure that products used for pavement repairs or patches are compatible with the resin HFST. Ensure that any new concrete or repairs are fully cured before placing the HFST.

### **C.2.2 Surface Preparation**

Cover and protect utilities, drainage structures, expansion joints on bridge decks, and other structures within or adjacent to the application location to prevent materials from adhering to or entering those structures.

Remove pavement markings that are within the treatment area. Cover existing pavement markings adjacent to the application if they are to remain in place.

Seal all joints and cracks, or any portion of cracks, that are greater than 1/4 inch wide, with a joint sealant conforming to ASTM D6690. Apply sealant flush with, or just below, the pavement surface. Do not overfill and ensure excess joint sealant is not visible on the pavement surface.

After all pavement repairs or patches have completely cured, and no more than 24 hours before HFST application, prepare a concrete pavement surface by shot blasting to roughen the surface texture. Ensure the pavement surface has no grease, oil, curing compound, loosely bonded mortar, pavement marking, or other foreign matter resting on the pavement surface.

Completely remove any grease, oil, pavement marking, or other foreign matter resting on an HMA pavement surface that could prevent proper bonding of the resin binder by shot blasting. Shot blast entire HMA pavement surfaces that are less than 30 days old prior to cleaning and installing HFST.

Sufficiently clean HMA and concrete pavement surfaces by vacuum-sweeping and blowing, with oil-free compressed air, just before applying HFST. Compressors must be equipped with functioning oil/water separators. Cleaning must be done the same day that HFST will be applied. Ensure the surface is clean, completely dry, and free of all dust, oil, debris and other material that might interfere with the bond between the resin binder and the existing pavement surface.

If the engineer requires additional verification of adequate surface preparation of the pavement, test the bond strength according to ASTM C1583. The surface is acceptable if the tensile bond strength is greater than or equal to 250 psi, or failure is in the substrate. Repeat shot blasting, cleaning, and testing, if needed, until passing test results are obtained or the surface is acceptable to the engineer.

Keep vehicles and unnecessary equipment off the cleaned surface; only allow HFST application equipment on the clean surface. Apply HFST as soon as possible after pavement surface preparations are completed.

Abide by the established quality control practices and adhere to any additional manufacturer recommendations for surface preparation. Request that the engineer inspect and approve the pavement surface immediately prior to placing the HFST.

## **C.3 Application of the HFST**

Do not apply the HFST if any of the following exists:

Pavement surface is wet, damp, or has received rainfall in the previous 24 hours.

Pavement surface is not sufficiently clean.

Ambient air or pavement surface temperature is below 50° F or below the manufacturer's recommendations.

If the anticipated weather conditions would prevent adequate curing of the HFST.

Rain is predicted before HFST completion or proper cure is achieved.

Pavement preparation is inadequate or didn't pass pull-off test.

Close treatment areas to traffic until HFST is completely cured and pavement surface has been vacuum-swept.

Construct HFST to the full width of the existing pavement surface, or as the plans show or engineer directs. Extend the HFST application 2'-3' into the shoulders if application site is on a curve, Apply as a single layer 1/8 inch to 1/4 inch thick.

Apply a primer to the pavement surface if recommended by the resin binder manufacturer, and according to their application recommendations. Abide by the established quality control practices and adhere to any additional manufacturer recommendations for HFST application.

Blend and mix the resin binder components at the manufacturer's specified ratio using equipment capable of providing the desired results.

Apply the resin binder uniformly over the pavement surface manually or with automated equipment at a uniform thickness of 50-65 mils (25-32 ft<sup>2</sup>/gal). Use enough resin to cover the pavement surface and sufficiently embed half the thickness of the aggregate; do not apply so much that it covers the aggregate and creates a slick surface. Adjust application rate, as needed, based on the pavement surface type, profile, and condition.

If using automated equipment, ensure that the equipment features positive displacement, volumetric metering, and is capable of storing, mixing, heating, monitoring, and distributing the binder components at the proper mix ratio. Adjust the pressure and the speed of the equipment to achieve the proper application thickness. If applying the binder by hand, use a serrated edged squeegee to spread the resin binder and provide uniform coverage at the proper thickness.

Do not contaminate the wet binder or allow the binder material to separate or cure, and impair bonding of the aggregate.

Immediately after applying the resin binder, distribute a sufficient quantity of dry calcined bauxite aggregate to completely cover the resin binder by hand broadcasting or by using a standard chip spreader or equivalent machine. Ensure aggregate is placed within five minutes of the resin binder placement, before it begins to cure. When broadcasting, sprinkle or drop the aggregate onto the resin binder vertically. Do not distribute aggregate in a way that will cause it to roll in the resin binder before coming to a rest; do not push the aggregate into position with a broom or any other hand tool. If using a chip spreader, the machine shall follow closely behind the crew or equipment applying the resin binder. Immediately cover any visible wet or bare spots, or areas with excessive binder, with additional calcined bauxite aggregate before the resin binder begins to set.

Allow the HFST to properly cure, adhering to manufacturer recommendations for minimum cure times at applicable temperatures.

After the HFST is fully cured, remove excess loose surface aggregate by sweeping, blowing, or vacuuming. Do not tear or otherwise damage the surface. Excess calcined bauxite aggregate that is recovered by a vacuum sweeper can be reused if clean, uncontaminated and dry. Remove and replace damaged areas or areas with excess or insufficient aggregate coverage. Clean expansion joints, utilities, and drainage structures of all debris before opening to traffic.

Additionally, within 3 to 7 days after opening to traffic, vacuum sweep the pavement surface to remove loosened aggregate from the high friction surface area, the shoulders, and any other areas within and immediately adjacent to the HFST site.

#### **D Measurement**

The department will measure Resin Binder High Friction Surface Treatment by the square yard, acceptably completed.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                                  | UNIT |
|-------------|----------------------------------------------|------|
| SPV.0180.01 | Resin Binder High Friction Surface Treatment | SY   |

Payment for Resin Binder High Friction Surface Treatment is full compensation for testing materials; for preparing the pavement surface; for providing the HFST; for cleanup; and for vacuum sweeping and disposing of excess material after the completion and again 3 to 7 days after completion.

The department will pay for pavement repairs, joint and crack sealing, and traffic control separately under other contract bid items or, absent the appropriate bid items, as extra work.

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

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

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

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

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   3   (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 3 (number) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

## ***I. RATIONALE AND SPECIAL NOTE***

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

## ***II. IMPLEMENTATION***

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-



OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

#### **IV. TRANS TRAINING**

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

#### **V. APPRENTICESHIP TRAINING**

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

## ADDITIONAL SPECIAL PROVISION 3

### DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

#### 1. Description

- a. The federal DBE program requirements outlined in the Code of Federal Regulations at 49 CFR Part 26 apply to this Wisconsin Department of Transportation contract. WisDOT is a recipient of federal funds and this contract includes federal funds. United States Department of Transportation Federal DBE Program requires the following provisions:
  - (1) Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE regulations will be considered a material breach of contract. This is non-negotiable. If a contractor fails to carry out the DBE program and Title VI nondiscrimination requirements of its contracts, the following sanctions will be assessed depending upon the facts, reasoning, severity and remedial efforts of the contractor: termination of contract, withholding payment, assessment of monetary sanctions, assessment of liquidated damages and/or suspension/debarment proceedings that may result in the disqualification of the contractor from bidding for a designated period of time.
  - (2) The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the federal fund recipient's [DOT] written consent. Unless [WisDOT] consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- b. The Wisconsin Department of Transportation [WisDOT] is committed to the compliant administration of the DBE Program. Each WisDOT Secretary affirms this commitment with his/her signed assurance.  
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf>
  - (1) The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
    - i. Produce accurate and complete quotes.
    - ii. Understand highway plans applicable to their work.
    - iii. Understand specifications and contract requirements applicable to their work.
    - iv. Understand contracting reporting requirements.
  - (2) Wisconsin DOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned, specified contract DBE goal by subcontracting work to a DBE or by procuring services or materials from a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
  - (3) For more comprehensive information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:  
<http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

## 2. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
- b. **DBE:** A small business certified as disadvantaged business enterprise (DBE) under the federal DBE program and included on the Wisconsin UCP DBE Directory deemed ready, willing and able.
- c. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
- d. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- e. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- f. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

## 3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. The bid percentage should demonstrate the efforts of the prime contractor prior to bid. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

## 4. WisDOT Interpretation of Federal DBE Program Provision

Prime contractors must utilize the specific DBEs listed to perform the work and/or supply the materials for which each is listed on the Commitment to Subcontract to DBE Form [DT1506] and approved by WisDOT's DBE office to execute its contract. The approved Commitment to Subcontract to DBE Form [DT1506] becomes a contract document/record.

### a. Department's DBE Evaluation Process

WisDOT evaluates DBE using the Commitment to Subcontract to DBE, payments to subcontractors and contract documentation. The prime contractor shall list the specific DBE certified firms and items of work s/he intends to use toward the fulfillment of the assigned DBE contract goal. The prime contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved Form DT1506.

### b. Documentation Submittal

The contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506]. Effective January 1, 2017, the contractor will be required to submit the documentation within 5 business days after bid opening. All necessary supporting documentation including Attachment 'A' forms and/or Good Faith Efforts Form

[DT1202] must be submitted no later than 2 business days from contractor's initial submission of the DT 1506. The contractor must provide a signed Attachment 'A' form to the DBE office within the time limit in order to receive authorization for contract execution; the DBE office reserves the right accept alternate documentation in lieu of the signed form in extenuating circumstances. Documentation must be submitted to the DBE Office by email at [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) ([DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)) or by postal mail ATTN: DBE Office, PO Box 7965, Madison, WI 53707-7965.

(1) **Bidder Meets DBE Goal**

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage calculation. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

(2) **Bidder Does Not Meet DBE Goal**

- i. If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Efforts Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith efforts submission.
- ii. The department will evaluate the bidder's good faith effort request and notify the bidder of one of the following:
  - (a) If the department grants a good faith efforts, the bid is eligible for contract execution with respect to DBE commitment.
  - (b) If the department rejects the good faith efforts request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith efforts request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

c. **Bidder Fails to Submit Documentation**

If the contractor fails to furnish the Commitment to Subcontract to DBE Form [DT1506] within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

## 5. Department's Criteria for Good Faith Effort

Appendix A of 49 CFR Part 26, is the guiding regulation concerning good faith efforts. However, the federal regulations do not explicitly define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own practices to create a process for making a determination of adequate good faith. WisDOT evaluates good faith on a contract basis just as each contract award is evaluated individually.

The department will only approve a contractor's good faith efforts if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith efforts will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- a. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

## b. Prime Contractors should:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT- approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
- (2) Prime contractors may request assistance with DBE outreach and follow-up by contacting the department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Requesting assistance with outreach is not a decisive factor in the review Good faith effort evaluation. Phone numbers are 414-438-4584 and/or 414-659-0487; Fax: 414-438-5392; E-mail: [DOTDBESupportServices@dot.wi.gov](mailto:DOTDBESupportServices@dot.wi.gov).
- (3) Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
  - i. Solicit quotes from certified DBE firms who match 'possible items to subcontract' using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which you are seeking quotes to [DOTDBESupportServices@dot.wi.gov](mailto:DOTDBESupportServices@dot.wi.gov).
  - ii. SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
    - (a) Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
    - (b) Solicit quotes at least 10 calendar days prior to the letting date, at least two Fridays before the letting, to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
    - (c) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up solicitation.
  - iii. Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
  - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit or insurance if requested.
  - v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
    - (a) Email to all prospective DBE firms in relevant work areas.
    - (b) Phone call log to DBE firms who express interest via written response or call.
    - (c) Fax/letter confirmation
    - (d) Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

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

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

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

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

## 6. Use of Joint Checks

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

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

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

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

## 7. Bidder's Appeal Process

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

## 8. Department's Criteria for DBE Participation

### Directory of DBE firms

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



## 9. Counting DBE Participation

### Assessing DBE Work

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

## 10. Commercially Useful Function

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

## 11. Credit Evaluation for Trucking

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

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

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

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

### a. Manufacturers

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

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

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

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

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

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

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

### 13. Credit Evaluation for DBE Primes

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

### 14. Joint Venture

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

### 15. Mentor Protégé

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

### 16. DBE Replacement or Termination

#### Contractual Requirement

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

#### Contractor Considerations

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

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

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

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

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

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

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

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

**Evaluation and Response to the Request**

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

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

The Wisconsin Department of transportation contact for all actions related to replacing a DBE is the DBE Program Chief and/or the DBE Program Engineer which can be reached at [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) or by calling 608-267-3849.

**17. DBE Utilization beyond the approved DBE Commitment Form DT1506**

If the Prime/subcontractor increases the scope of work for a participating DBE or adds a DBE subcontractor that was not on the approved Form DT1506 at any time after contract award, s/he should follow these steps so that the participation can be accurately credited toward the DBE goal.

- a. Send an email to the DBE Engineer at [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.  
If the scope change added work for a participating DBE; list the date and reason for the scope change.
- b. Forward a complete, signed Attachment 'A' form to the DBE Office at [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov). A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.  
The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

## **18. Contract Modifications**

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors that were committed to equal work items, in the original contract.

## **19. Payment**

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

## APPENDIX A

### Sample Contractor Solicitation Letter Page 1

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

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#### GFW SAMPLE MEMORANDUM

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

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

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

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

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

Please make every effort to have your quotes into our office by [time deadline] the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but [prime's alternatives] are acceptable. Our office hours are [include hours and days]. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at [contact number].

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: [Joe@joetheplumber.com](mailto:Joe@joetheplumber.com)

Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

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

### REQUEST FOR QUOTATION

**Prime's Name:** \_\_\_\_\_

**Letting Date:** \_\_\_\_\_

**Project ID:** \_\_\_\_\_

**Please check all that apply**

- ☐ Yes, we will be quoting on the projects and items listed below
- ☐ No, we are not interested in quoting on the letting or its items referenced below
- ☐ Please take our name off your monthly DBE contact list
- ☐ We have questions about quoting this letting. Please have someone contact me at this number

**Prime Contractor's Contact Person**

**DBE Contractor Contact Person**

\_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 \_\_\_\_\_

**Please circle the jobs and items you will be quoting below**

| Proposal No. | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|--------------|---|---|---|---|---|---|---|
| County       |   |   |   |   |   |   |   |

**WORK DESCRIPTION:**

|                                 |   |   |   |   |   |   |   |
|---------------------------------|---|---|---|---|---|---|---|
| Clear and Grub                  | X |   | X | X |   | X | X |
| Dump Truck Hauling              | X |   | X | X |   | X | X |
| Curb & Gutter/Sidewalk, Etc.    | X |   | X | X |   | X | X |
| Erosion Control Items           | X |   | X | X |   | X | X |
| Signs and Posts/Markers         | X |   | X | X |   | X | X |
| Traffic Control                 |   | X | X | X |   | X | X |
| Electrical Work/Traffic Signals |   | X | X | X |   | X |   |
| Pavement Marking                |   | X | X | X | X | X | X |
| Sawing Pavement                 |   | X | X | X | X | X | X |
| QMP, Base                       | X | X |   | X | X | X | X |
| Pipe Underdrain                 | X |   |   | X |   |   |   |
| Beam Guard                      |   |   |   | X | X | X | X |
| Concrete Staining               |   |   |   |   |   |   | X |
| Trees/Shrubs                    | X |   |   |   |   |   | X |

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternatives are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.



## **APPENDIX B**

### **BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT**

*This list is not a set of requirements; it is a list of potential strategies*

#### **Primes**

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance.
- Participate in speed networking and mosaic exercises as arranged by DBE office.
- Host information sessions not directly associated with a bid letting.
- Participate in a formal mentor protégé or joint venture with a DBE firm.
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods.
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

#### **DBE**

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs.
- Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Consider membership in relevant industry or contractor organizations.
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

## APPENDIX C

### Types of Efforts considered in determining GFE

*This list represents concepts being assessed; analysis requires additional steps*

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities.
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively.
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal.
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract.
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

## **APPENDIX D**

### **Good Faith Effort Evaluation Guidance**

#### ***Excerpt from Appendix A of 49 CFR Part 26***

#### **APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS**

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - D.
    - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
    - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a

contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
  - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

## Appendix E

### Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription.

Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
  - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
  - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
  - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
  - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request.
  - d. Add attachments to sub-quotes.
3. View sub-quote requests & responses:
  - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
  - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.
4. View Record of Subcontractor Outreach Effort:
  - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
  - b. Easily locate pre-qualified and certified small and disadvantaged businesses.
  - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
  - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
  - c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
  - c. Add attachments to a sub-quote.
  - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime.
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to [www.bidx.com](http://www.bidx.com) and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
  - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588.

**ADDITIONAL SPECIAL PROVISION 4**

**Payment to First-Tier Subcontractors**

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

**Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

**Release of Routine Retainage**

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

## ADDITIONAL SPECIAL PROVISION 6

### ASP 6 - Modifications to the standard specifications

*Make the following revisions to the standard specifications:*

#### 104.10.1 General

*Replace paragraph one with the following effective with the December 2017 letting:*

- (1) Subsection 104.10 specifies a 2-step process for contractors to follow in submitting a cost reduction incentive (CRI) for modifying the contract in order to reduce direct construction costs computed at contract bid prices. The initial submittal is referred to as a CRI concept and the second submittal is a CRI proposal. The contractor and the department will equally share all savings generated to the contract due to a CRI as specified in 104.10.4.2(1). The department encourages the contractor to submit CRI concepts.

#### 104.10.4.2 Payment for the CRI Work

*Replace paragraph one with the following effective with the December 2017 letting:*

- (1) The department will pay for completed CRI work as specified for progress payments under 109.6. The department will pay for CRI's under the Cost Reduction Incentive administrative item. When all CRI costs are determined, the department will execute a contract change order that does the following:
1. Adjusts the contract time, interim completion dates, or both.
  2. Pays the contractor for the unpaid balance of the CRI work.
  3. Pays the contractor 50 percent of the net savings resulting from the CRI, calculated as follows:

$$NS = CW - CRW - CC - DC$$

Where:

**NS** = Net Savings

**CW** = The cost of the work required by the original contract that is revised by the CRI. CW is computed at contract bid prices if applicable.<sup>[1]</sup>

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

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

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

<sup>[1]</sup> The department may adjust contract bid prices that, in the engineer's judgement, do not represent the fair value of the work deleted or proposed.

#### 108.11 Liquidated Damages

*Replace paragraphs two and three with the following effective with the December 2017 letting:*

- (2) This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the department from the contractor for the added cost of engineering and supervision resulting from the contractor's failure to complete the work within the contract time.
- (3) Unless enhanced in the special provisions, the department will assess the following daily liquidated damages

| LIQUIDATED DAMAGES       |                  |              |             |
|--------------------------|------------------|--------------|-------------|
| ORIGINAL CONTRACT AMOUNT |                  | DAILY CHARGE |             |
| FROM MORE THAN           | TO AND INCLUDING | CALENDAR DAY | WORKING DAY |
| \$0                      | \$250,000        | \$850        | \$1700      |
| \$250,000                | \$500,000        | \$815        | \$1630      |
| \$500,000                | \$1,000,000      | \$1250       | \$2500      |
| \$1,000,000              | \$2,000,000      | \$1540       | \$3080      |
| \$2,000,000              | —                | \$2070       | \$4140      |



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**203.3.2.2 Removal Operations**

*Replace the entire text with the following effective with the December 2017 letting:*

**203.3.2.2.1 General**

- (1) Except as specified below for closing culverts, remove the entire top slab of box culverts and the entire superstructure of other culverts and bridges designated for removal. Completely remove existing piles, cribs, or other timber construction within the limits of new embankments, or remove these structures to an elevation at least 2 feet below finished ground line. Remove sidewalls or substructure units in water to an elevation no higher than the elevation of the natural stream or lake bed, or, if grading the channel is required under the contract or the plans, to the proposed finished grade of the stream or lake bed. Remove sidewalls or substructure units not in water down to at least 2 feet below natural or finished ground line.
- (2) If extending or incorporating existing culverts and bridges in the new work, remove only those parts of the existing structure as necessary to provide a proper connection to the new work. Saw, chip, or trim the connecting edges to the required lines and grades without weakening or damaging the remaining part of the structure. During concrete removal, do not damage reinforcing bars left in place as dowels or ties incorporated into the new work.
- (3) Remove pipe culverts designated for salvage in a way that prevents damage to the culverts.
- (4) Dismantle steel structures or parts of steel structures designated for salvage in a way that avoids damage to the members. If the contract specifies removing the structure in a way that leaves it in a condition suitable for re-erection, matchmark members with durable white paint before dismantling. Mark pins, bolts, nuts, loose plates, etc., similarly to indicate their proper location. Paint pins, bolts, pinholes, and machined surfaces with a department-approved rust preventative. Securely wire loose parts to adjacent members, or label and pack them in boxes.
- (5) Remove timber structures or parts of timber structures designated for salvage in a way that prevents damage to the members.
- (6) If the engineer approves, the contractor may temporarily use materials designated for salvage in falsework used to construct new work. Do not damage or reduce the value of those materials through temporary use.

**203.3.2.2.2 Deck Removal**

- (1) Protect the work as specified in 107.14 during deck removal. Minimize debris falling onto water surfaces and wetlands as the contract specifies in 107.18 or in the special provisions. Also, minimize debris falling on the ground and roadway.
- (2) Do not damage existing bar steel reinforcement, girders, or other components that will be incorporated in new work. Remove decks on prestressed concrete girders using a hydraulic shear or other engineer-approved equipment. Thoroughly clean, realign, and retie reinforcement as necessary.
- (3) After deck removal is complete, notify the engineer to request a damage survey. Point out damage to the engineer. Allow one business day for the engineer to complete the damage survey. If damage is identified, the department will determine if repairs or girder restoration will be allowed.
- (4) If the department allows girder restoration, have a professional engineer registered in the State of Wisconsin analyze the effect of the damage to the bridge, make recommendations, and prepare signed and sealed computations and structural details required to restore girders to their previous structural capacity. Submit the restoration proposal, including analysis and structural details, to the department and design engineer of record. The department will accept or reject the restoration proposal within 3 business days. Do not begin restoration work until the department allows in writing.
- (5) The engineer will not extend contract time to assess or remediate contractor caused damage.

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**203.5.1 General**

*Replace paragraph two with the following effective with the December 2017 letting:*

- (2) Payment is full compensation for breaking down and removing; costs associated with contractor-caused damage; required salvaging, storing, and disposing of materials; and, unless the contract specifies granular backfill, for backfilling.

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**415.2.3 Expansion Joint Filler**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Furnish expansion joint filler conforming to AASHTO M153, AASHTO M213, or ASTM D8139 in lengths equal to the pavement lane width and of the thickness and height the plans show. Where dowel bars are required, use filler with factory-punched holes at the dowel bar locations and with a diameter not greater than 1/8 inch larger than the nominal dowel bar diameter.
- 

**415.3.20 Filling Joints**

Replace paragraph two with the following effective with the December 2017 letting:

- (2) Clean joints of laitance, curing compound, and other contaminants before filling. Saw construction joints at least 3/4 inches deep before filling. Sawing is not required for tooled joints in curb and gutter. Sandblast or waterblast exposed joint faces using multiple passes as required to clean joint surfaces of material that might prevent bonding. Blow clean and dry with oil-free compressed air immediately before filling.
- 

**415.5.1 General**

Replace paragraph six with the following effective with the December 2017 letting:

- (6) Payment for Concrete Pavement Joint Filling is full compensation for filling concrete pavement joints; filling adjacent curb and gutter joints; and for sawing.
- 

**440.3.4.2 Contractor Testing**

Replace paragraph two with the following effective with the December 2017 letting:

- (2) Coordinate with the engineer at least 24 hours before making profile runs for acceptance unless the engineer approves otherwise. The department may require testing to accommodate staged construction or if corrective action is required.
- 

**455.5.3 Tack Coat**

Replace paragraph two with the following effective with the December 2017 letting:

- (2) The department will adjust pay for Tack Coat, under the Nonconforming Tack Coat administrative item, for nonconforming material the engineer allows to remain in place at a maximum of 75 percent of the contract unit price.

**460.2.7 HMA Mixture Design**

*Replace paragraph one with the following effective with the December 2017 letting:*

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to CMM 8-66.

**TABLE 460-2 MIXTURE REQUIREMENTS**

| Mixture type                                                           | LT                         | MT                         | HT                         | SMA               |
|------------------------------------------------------------------------|----------------------------|----------------------------|----------------------------|-------------------|
| ESALs x 10 <sup>6</sup> (20 yr design life)                            | <2.0                       | 2 - <8                     | >8                         | —                 |
| LA Wear (AASHTO T96)                                                   |                            |                            |                            |                   |
| 100 revolutions(max % loss)                                            | 13                         | 13                         | 13                         | 13                |
| 500 revolutions(max % loss)                                            | 50                         | 45                         | 45                         | 40                |
| Soundness (AASHTO T104)<br>(sodium sulfate, max % loss)                | 12                         | 12                         | 12                         | 12                |
| Freeze/Thaw (AASHTO T103)<br>(specified counties, max % loss)          | 18                         | 18                         | 18                         | 18                |
| Fractured Faces (ASTM D5821)<br>(one face/2 face, % by count)          | 65/—                       | 75 / 60                    | 98 / 90                    | 100/90            |
| Flat & Elongated (ASTM D4791)<br>(max %, by weight)                    | 5<br>(5:1 ratio)           | 5<br>(5:1 ratio)           | 5<br>(5:1 ratio)           | 20<br>(3:1 ratio) |
| Fine Aggregate Angularity<br>(AASHTO T304, method A, min)              | 40                         | 43                         | 45                         | 45                |
| Sand Equivalency (AASHTO T176, min)                                    | 40                         | 40                         | 45                         | 50                |
| Gyratory Compaction                                                    |                            |                            |                            |                   |
| Gyrations for N <sub>ini</sub>                                         | 6                          | 7                          | 8                          | 8                 |
| Gyrations for N <sub>des</sub>                                         | 40                         | 75                         | 100                        | 65                |
| Gyrations for N <sub>max</sub>                                         | 60                         | 115                        | 160                        | 160               |
| Air Voids, %V <sub>a</sub><br>(%G <sub>mm</sub> N <sub>des</sub> )     | 4.0<br>(96.0)              | 4.0<br>(96.0)              | 4.0<br>(96.0)              | 4.0<br>(96.0)     |
| % G <sub>mm</sub> N <sub>ini</sub>                                     | <= 91.5 <sup>[1]</sup>     | <= 89.0 <sup>[1]</sup>     | <= 89.0                    | —                 |
| % G <sub>mm</sub> N <sub>max</sub>                                     | <= 98.0                    | <= 98.0                    | <= 98.0                    | —                 |
| Dust to Binder Ratio <sup>[2]</sup> (% passing 0.075/P <sub>be</sub> ) | 0.6 - 1.2                  | 0.6 - 1.2                  | 0.6 - 1.2                  | 1.2 - 2.0         |
| Voids filled with Binder (VFB or VFA, %)                               | 68 - 80 <sup>[4]</sup> [5] | 65 - 75 <sup>[3]</sup> [5] | 65 - 75 <sup>[3]</sup> [5] | 70 - 80           |
| Tensile Strength Ratio (TSR) (AASHTO T283) <sup>[6]</sup> [7]          |                            |                            |                            |                   |
| no antistripping additive                                              | 0.75 min                   | 0.75 min                   | 0.75 min                   | 0.75 min          |
| with antistripping additive                                            | 0.80 min                   | 0.80 min                   | 0.80 min                   | 0.80 min          |
| Draindown (AASHTO T305) (%)                                            | —                          | —                          | —                          | 0.30              |

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

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

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

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

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

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

<sup>[7]</sup> Run TSR at asphalt content corresponding to 3.0% air void regressed design using distilled water for testing.

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**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<br>SPECIFIED DIAMETER | MINIMUM REQUIRED<br>OUTSIDE DIAMETER | MINIMUM BASE METAL<br>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 <sup>[1]</sup> |
|-------------------------------|------------|----------------------|
| Minimum grab tensile strength | ASTM D4632 | 170 lb               |
| Minimum puncture strength     | ASTM D6241 | 350 lb               |
| Maximum apparent opening size | ASTM D4751 | No. 70               |
| Minimum permittivity          | ASTM D4491 | 0.35 s <sup>-1</sup> |

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

**645.2.2.4 Geotextile, Type DF (Drainage Filtration)**

*Replace paragraph one with the following effective with the December 2017 letting:*

- (1) Furnish fabric conforming with the physical requirements of either schedule A, schedule B, or schedule C as the contract specifies.

| SCHEDULE A TEST                      | METHOD     | VALUE <sup>[1]</sup> |
|--------------------------------------|------------|----------------------|
| Minimum grab tensile strength        | ASTM D4632 | 110 lb               |
| Minimum puncture strength            | ASTM D6241 | 200 lb               |
| Minimum apparent breaking elongation | ASTM D4632 | 30%                  |
| Maximum apparent opening size        | ASTM D4751 | 300 µm               |
| Minimum permittivity                 | ASTM D4491 | 0.70 s <sup>-1</sup> |

| SCHEDULE B TEST                      | METHOD     | VALUE <sup>[1]</sup> |
|--------------------------------------|------------|----------------------|
| Minimum grab tensile strength        | ASTM D4632 | 180 lb               |
| Minimum puncture strength            | ASTM D6241 | 350 lb               |
| Minimum apparent breaking elongation | ASTM D4632 | 30%                  |
| Maximum apparent opening size        | ASTM D4751 | 300 µm               |
| Minimum permittivity                 | ASTM D4491 | 1.35 s <sup>-1</sup> |

| SCHEDULE C TEST                      | METHOD     | VALUE <sup>[1]</sup> |
|--------------------------------------|------------|----------------------|
| Minimum grab tensile strength        | ASTM D4632 | 180 lb               |
| Minimum puncture strength            | ASTM D6241 | 350 lb               |
| Minimum apparent breaking elongation | ASTM D4632 | 15%                  |
| Maximum apparent opening size        | ASTM D4751 | 600 µm               |
| Minimum permittivity                 | ASTM D4491 | 1.00 s <sup>-1</sup> |

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

**645.2.2.6 Geotextile, Type R (Riprap)**

*Replace paragraph one with the following effective with the December 2017 letting:*

- (1) Use fabric conforming to the following physical properties:

| TEST                                 | METHOD     | VALUE <sup>[1]</sup> |
|--------------------------------------|------------|----------------------|
| Minimum grab tensile strength        | ASTM D4632 | 205 lb               |
| Minimum puncture strength            | ASTM D6241 | 400 lb               |
| Minimum apparent breaking elongation | ASTM D4632 | 15%                  |
| Maximum apparent opening size        | ASTM D4751 | No. 30               |
| Minimum permittivity                 | ASTM D4491 | 0.12 s <sup>-1</sup> |

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

**645.2.2.7 Geotextile, Type HR (Heavy Riprap)**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use fabric conforming to the following physical properties:

| TEST                                    | METHOD     | VALUE <sup>[1]</sup>  |
|-----------------------------------------|------------|-----------------------|
| Minimum grab tensile strength, lb       | ASTM D4632 | 305 lb                |
| Minimum puncture strength, lb           | ASTM D6241 | 500 lb                |
| Minimum apparent breaking elongation, % | ASTM D4632 | 15%                   |
| Maximum apparent opening size           | ASTM D4751 | No. 30                |
| Minimum permittivity                    | ASTM D4491 | 0.40, s <sup>-1</sup> |

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

**645.2.2.8 Geotextile, Type C (Modified SAS)**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use fabric conforming to the following physical properties:

| TEST                          | METHOD     | VALUE <sup>[1]</sup> |
|-------------------------------|------------|----------------------|
| Grab tensile strength, lb     | ASTM D4632 | 205 lb               |
| Puncture strength, lb         | ASTM D6241 | 350 lb               |
| Maximum apparent opening size | ASTM D4751 | No. 50               |
| Minimum permittivity          | ASTM D4491 | 0.12 s <sup>-1</sup> |

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

**646.3.1.1 General Marking**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Prepare the surface and apply marking as the manufacturer specifies. Provide manufacturer specifications as the engineer requests. Do not mark over a marking product with less adherence or over chipped or peeled marking. Do not remove polymer overlay materials in areas receiving pavement marking. Use only epoxy pavement marking where the contract requires marking placed on polymer overlays.

Replace paragraph five with the following effective with the December 2017 letting:

- (5) After the marking can sustain exposure to traffic, re-apply clear protective surface treatment conforming to 502.2.11 where removed from structures during marking surface preparation. Seal exposed concrete including grooves for tape. Cover marking during resealing with a system that will not degrade the marking's retroreflectivity when removed. Uncover marking before opening to traffic.



**701.3 Contractor Testing**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Also perform other tests as necessary to control production and construction processes, and additional testing enumerated in the contractor's quality control plan or that the engineer directs. Use test methods as follows:

**TABLE 701-2 TESTING STANDARDS**

| TEST                                         | TEST STANDARD                     |
|----------------------------------------------|-----------------------------------|
| Washed P 200 analysis                        | AASHTO T11 <sup>[1]</sup>         |
| Sieve analysis of fine and coarse aggregate  | AASHTO T27 <sup>[1]</sup>         |
| Aggregate moisture                           | AASHTO T255 <sup>[1]</sup>        |
| Sampling freshly mixed concrete              | AASHTO R60                        |
| Air content of fresh concrete                | AASHTO T152 <sup>[2]</sup>        |
| Air void system of fresh concrete            | AASHTO Provisional Standard TP118 |
| Concrete slump                               | AASHTO T119 <sup>[2]</sup>        |
| Concrete temperature                         | ASTM C1064                        |
| Concrete compressive strength                | AASHTO T22                        |
| Making and curing concrete cylinders         | AASHTO T23                        |
| Standard moist curing for concrete cylinders | AASHTO M201                       |

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

<sup>[2]</sup> As modified in CMM 8-70.

**715.2.3.1 Pavements**

Add the following as paragraph six effective with the December 2017 letting:

- (6) For new lab-qualified mixes, test the air void system of the proposed concrete mix conforming to AASHTO provisional standard TP 118. Include the SAM number as a part of the mix design submittal.

**715.3.1.1 General**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Provide slump, air content, concrete temperature and compressive strength test results as specified in 710.5. Provide a battery of QC tests, consisting of results for each specified property, using a single sample randomly located within each subplot. Cast three cylinders for strength evaluation. For pavement concrete, also test the air void system conforming to AASHTO provisional standard TP118 at least once per lot and enter the SAM number in the MRS for information only.

**715.3.1.3 Department Verification Testing**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) The department will perform verification testing as specified in 701.4.2 with additional testing as required to obtain at least 1 verification test per lot for air content, slump, temperature, and compressive strength.

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## Errata

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Make the following corrections to the standard specifications:

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### 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     |

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

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov) within 5 days of payment receipt to be logged manually.

\*\*\*Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

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

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

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

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

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

## **ADDITIONAL SPECIAL PROVISION 9**

### **Electronic Certified Payroll Submittal**

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

(2) Ensure that all tiers of subcontractors, including all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov). Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.



(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **Non-discrimination Provisions**

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:**

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

| <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> |
|---------------|----------|---------------|----------|---------------|----------|
| Adams         | 1.7      | Iowa          | 1.7      | Polk          | 2.2      |
| Ashland       | 1.2      | Iron          | 1.2      | Portage       | 0.6      |
| Barron        | 0.6      | Jackson       | 0.6      | Price         | 0.6      |
| Bayfield      | 1.2      | Jefferson     | 7.0      | Racine        | 8.4      |
| Brown         | 1.3      | Juneau        | 0.6      | Richland      | 1.7      |
| Buffalo       | 0.6      | Kenosha       | 3.0      | Rock          | 3.1      |
| Burnett       | 2.2      | Kewaunee      | 1.0      | Rusk          | 0.6      |
| Calumet       | 0.9      | La Crosse     | 0.9      | St. Croix     | 2.9      |
| Chippewa      | 0.5      | Lafayette     | 0.5      | Sauk          | 1.7      |
| Clark         | 0.6      | Langlade      | 0.6      | Sawyer        | 0.6      |
| Columbia      | 1.7      | Lincoln       | 0.6      | Shawano       | 1.0      |
| Crawford      | 0.5      | Manitowoc     | 1.0      | Sheboygan     | 7.0      |
| Dane          | 2.2      | Marathon      | 0.6      | Taylor        | 0.6      |
| Dodge         | 7.0      | Marinette     | 1.0      | Trempealeau   | 0.6      |
| Door          | 1.0      | Marquette     | 1.7      | Vernon        | 0.6      |
| Douglas       | 1.0      | Menominee     | 1.0      | Vilas         | 0.6      |
| Dunn          | 0.6      | Milwaukee     | 8.0      | Walworth      | 7.0      |
| Eau Claire    | 0.5      | Monroe        | 0.6      | Washburn      | 0.6      |
| Florence      | 1.0      | Oconto        | 1.0      | Washington    | 8.0      |
| Fond du Lac   | 1.0      | Oneida        | 0.6      | Waukesha      | 8.0      |
| Forest        | 1.0      | Outagamie     | 0.9      | Waupaca       | 1.0      |
| Grant         | 0.5      | Ozaukee       | 8.0      | Waushara      | 1.0      |
| Green         | 1.7      | Pepin         | 0.6      | Winnebago     | 0.9      |
| Green Lake    | 1.0      | Pierce        | 2.2      | Wood          | 0.6      |

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.



**APRIL 2013**

**ADDITIONAL FEDERAL-AID PROVISIONS**

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**Effective August 2015 letting**

### **BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>

## Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses*. “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses*. “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS  
FOR PROJECTS WITH FEDERAL AID**

**I. PREVAILING WAGE RATES**

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

**II. COVERAGE OF TRUCK DRIVERS**

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. [https://www.dol.gov/whd/FOH/FOH\\_Ch15.pdf](https://www.dol.gov/whd/FOH/FOH_Ch15.pdf)
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx>

### **III. POSTINGS AT THE SITE OF THE WORK**

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

### **IV. RESOURCES**

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

General Decision Number: WI180010 05/25/2018 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](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/05/2018       |
| 1                   | 05/18/2018       |
| 2                   | 05/25/2018       |

BRWI0001-002 06/01/2016

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 31.84 | 20.95   |

\* BRWI0002-002 06/01/2017

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 38.07 | 20.67   |

\* BRWI0002-005 06/01/2017

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... | \$ 34.87 | 21.46   |

\* BRWI0003-002 06/01/2017

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 32.41 | 22.02   |

\* BRWI0004-002 06/01/2017

KENOSHA, RACINE, AND WALWORTH COUNTIES

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| BRICKLAYER.....           | \$ 36.79 | 22.99   |
| -----                     |          |         |
| * BRWI0006-002 06/01/2017 |          |         |

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| BRICKLAYER.....           | \$ 33.25 | 21.18   |
| -----                     |          |         |
| * BRWI0007-002 06/01/2017 |          |         |

GREEN, LAFAYETTE, AND ROCK COUNTIES

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| BRICKLAYER.....           | \$ 33.77 | 22.37   |
| -----                     |          |         |
| * BRWI0008-002 06/01/2017 |          |         |

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 37.25 | 22.10   |
| -----                   |          |         |
| BRWI0011-002 06/01/2016 |          |         |

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| BRICKLAYER.....           | \$ 32.22 | 20.57   |
| -----                     |          |         |
| * BRWI0019-002 06/01/2017 |          |         |

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

|                           | Rates    | Fringes |
|---------------------------|----------|---------|
| BRICKLAYER.....           | \$ 32.17 | 22.26   |
| -----                     |          |         |
| * BRWI0034-002 06/01/2017 |          |         |

COLUMBIA AND SAUK COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 33.74 | 22.40   |
| -----                   |          |         |
| 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, TREMPLEAU, 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<br>removal of teledata facilities (voice, data, and video)<br>including outside plant, telephone and data inside wire,<br>interconnect, terminal equipment, central offices, PABX, |          |         |



fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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ELEC0127-002 06/01/2017

KENOSHA COUNTY

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

-----  
ELEC0158-002 06/05/2017

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 31.48 | 19.18   |

-----  
ELEC0159-003 06/05/2017

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 37.75 | 20.96   |

-----  
ELEC0219-004 06/01/2016

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

|                                           | Rates    | Fringes |
|-------------------------------------------|----------|---------|
| Electricians:                             |          |         |
| Electrical contracts over \$180,000.....  | \$ 32.38 | 18.63   |
| Electrical contracts under \$180,000..... | \$ 30.18 | 18.42   |

-----  
ELEC0242-005 06/04/2017

DOUGLAS COUNTY

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

-----  
ELEC0388-002 05/30/2016

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

|                    | Rates    | Fringes       |
|--------------------|----------|---------------|
| Electricians:..... | \$ 30.69 | 26.00% +10.05 |

-----  
ELEC0430-002 06/01/2017

RACINE COUNTY (Except Burlington Township)

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                    |          |       |
|--------------------|----------|-------|
| Electricians:..... | \$ 37.32 | 21.07 |
|--------------------|----------|-------|

-----  
ELEC0494-005 06/01/2017

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

|                    |          |       |
|--------------------|----------|-------|
| Electricians:..... | \$ 37.51 | 24.42 |
|--------------------|----------|-------|

-----  
ELEC0494-006 06/01/2017

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

|                    |          |       |
|--------------------|----------|-------|
| Electricians:..... | \$ 32.06 | 21.88 |
|--------------------|----------|-------|

-----  
ELEC0494-013 06/01/2017

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..... | \$ 27.88 | 18.73 |

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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ELEC0577-003 06/01/2017

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

|                    |          |       |
|--------------------|----------|-------|
| Electricians:..... | \$ 31.15 | 18.22 |
|--------------------|----------|-------|

-----  
ELEC0890-003 06/01/2017

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

|                    |          |       |
|--------------------|----------|-------|
| Electricians:..... | \$ 33.25 | 19.34 |
|--------------------|----------|-------|

-----  
ELEC0953-001 07/01/2015

|       |         |
|-------|---------|
| Rates | Fringes |
|-------|---------|

|                                   |          |            |
|-----------------------------------|----------|------------|
| Line Construction:                |          |            |
| (1) Lineman.....                  | \$ 42.14 | 32% + 5.00 |
| (2) Heavy Equipment Operator..... | \$ 40.03 | 32% + 5.00 |
| (3) Equipment Operator.....       | \$ 33.71 | 32% + 5.00 |
| (4) Heavy Groundman Driver..      | \$ 26.78 | 14.11      |
| (5) Light Groundman Driver..      | \$ 24.86 | 13.45      |
| (6) Groundsman.....               | \$ 23.18 | 32% + 5.00 |

-----  
 ENGI0139-005 06/05/2017

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| Group 1.....             | \$ 39.27 | 22.05   |
| Group 2.....             | \$ 38.77 | 22.05   |
| Group 3.....             | \$ 38.27 | 22.05   |
| Group 4.....             | \$ 38.01 | 22.05   |
| Group 5.....             | \$ 37.72 | 22.05   |
| Group 6.....             | \$ 31.82 | 22.05   |

#### HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour  
 EPA Level "B" protection - \$2.00 per hour  
 EPA Level "C" protection - \$1.00 per hour

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill

operator; Oiler, pump (over 3 inches); Drilling Machine  
Tender.

GROUP 6: Off-road material hauler with or without ejector.

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IRON0008-002 06/01/2017

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,  
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO  
COUNTIES:

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 31.24 | 26.97   |

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor  
Day, Thanksgiving Day & Christmas Day.

-----  
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

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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

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LAB00113-011 06/05/2017

## KENOSHA AND RACINE COUNTIES

| Rates | Fringes |
|-------|---------|
|-------|---------|

# LABORER

|              |          |       |
|--------------|----------|-------|
| Group 1..... | \$ 25.86 | 21.34 |
| Group 2..... | \$ 26.01 | 21.34 |
| Group 3..... | \$ 26.21 | 21.34 |
| Group 4..... | \$ 26.18 | 21.34 |
| Group 5..... | \$ 26.51 | 21.34 |
| Group 6..... | \$ 23.00 | 21.34 |

## LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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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

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LAB00464-003 06/05/2017

DANE COUNTY

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 30.99 | 16.79   |
| Group 2..... | \$ 31.09 | 16.79   |
| Group 3..... | \$ 31.14 | 16.79   |
| Group 4..... | \$ 31.34 | 16.79   |
| Group 5..... | \$ 31.19 | 16.79   |
| Group 6..... | \$ 27.34 | 16.79   |

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| Painters:                   |          |         |
| New:                        |          |         |
| Brush, Roller.....          | \$ 30.33 | 17.27   |
| Spray, Sandblast, Steel.... | \$ 30.93 | 17.27   |
| Repaint:                    |          |         |
| Brush, Roller.....          | \$ 28.83 | 17.27   |
| Spray, Sandblast, Steel.... | \$ 29.43 | 17.27   |

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PAIN0108-002 06/01/2017

RACINE COUNTY

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

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PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 24.11 | 12.15   |

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PAIN0259-004 05/01/2015

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

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

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PAIN0781-002 06/01/2017

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Painters:              |          |         |
| Bridge.....            | \$ 30.60 | 22.80   |
| Brush.....             | \$ 30.25 | 22.80   |
| Spray & Sandblast..... | \$ 31.00 | 22.80   |

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PAIN0802-002 06/01/2017

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

|            | Rates    | Fringes |
|------------|----------|---------|
| PAINTER    |          |         |
| Brush..... | \$ 28.25 | 17.72   |

PREMIUM PAY:  
Structural Steel, Spray, Bridges = \$1.00 additional per hour.

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PAIN0802-003 06/01/2017

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 24.89 | 12.05   |

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PAIN0934-001 06/01/2017

KENOSHA AND WALWORTH COUNTIES

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| Painters:             |          |         |
| Brush.....            | \$ 33.74 | 18.95   |
| Spray.....            | \$ 34.74 | 18.95   |
| Structural Steel..... | \$ 33.89 | 18.95   |

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PAIN1011-002 06/01/2017

FLORENCE COUNTY

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

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PLAS0599-010 06/01/2017

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER |          |         |
| Area 1.....                    | \$ 39.46 | 17.17   |
| Area 2 (BAC).....              | \$ 35.07 | 19.75   |
| Area 3.....                    | \$ 35.61 | 19.40   |
| Area 4.....                    | \$ 34.70 | 20.51   |
| Area 5.....                    | \$ 36.27 | 18.73   |
| Area 6.....                    | \$ 32.02 | 22.99   |

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET,



CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2017

|                                                                           | Rates    | Fringes |
|---------------------------------------------------------------------------|----------|---------|
| TRUCK DRIVER                                                              |          |         |
| 1 & 2 Axles.....                                                          | \$ 27.40 | 20.48   |
| 3 or more Axles; Euclids<br>Dumptor & Articulated,<br>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](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**March 2017**

**NOTICE TO BIDDERS  
WAGE RATE DECISION**

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.



## Proposal Schedule of Items

Page 1 of 5

Proposal ID: 20180710008 Project(s): 1030-28-71, 1030-43-70, 1228-03-75

Federal ID(s): WISC 2018307, WISC 2018306, WISC 2018308

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                 | 204.0157<br>Removing Concrete Barrier **P**              | 1,347.000<br>LF                | _____.     | _____.     |
| 0004                 | 213.0100<br>Finishing Roadway (project) 01. 1030-28-71   | 1.000<br>EACH                  | _____.     | _____.     |
| 0006                 | 213.0100<br>Finishing Roadway (project) 02. 1030-43-70   | 1.000<br>EACH                  | _____.     | _____.     |
| 0008                 | 213.0100<br>Finishing Roadway (project) 03. 1228-03-75   | 1.000<br>EACH                  | _____.     | _____.     |
| 0010                 | 305.0120<br>Base Aggregate Dense 1 1/4-Inch              | 511.000<br>TON                 | _____.     | _____.     |
| 0012                 | 415.0110<br>Concrete Pavement 11-Inch **P**              | 213.000<br>SY                  | _____.     | _____.     |
| 0014                 | 416.0610<br>Drilled Tie Bars                             | 899.000<br>EACH                | _____.     | _____.     |
| 0016                 | 460.7224<br>HMA Pavement 4 HT 58-28 S                    | 21.000<br>TON                  | _____.     | _____.     |
| 0018                 | 460.8625<br>HMA Pavement 5 SMA 58-28 V                   | 21.000<br>TON                  | _____.     | _____.     |
| 0020                 | 465.0110<br>Asphaltic Surface Patching                   | 10.000<br>TON                  | _____.     | _____.     |
| 0022                 | 603.8000<br>Concrete Barrier Temporary Precast Delivered | 1,791.000<br>LF                | _____.     | _____.     |
| 0024                 | 603.8125<br>Concrete Barrier Temporary Precast Installed | 1,791.000<br>LF                | _____.     | _____.     |
| 0026                 | 614.0905<br>Crash Cushions Temporary                     | 2.000<br>EACH                  | _____.     | _____.     |
| 0028                 | 619.1000<br>Mobilization                                 | 1.000<br>EACH                  | _____.     | _____.     |
| 0030                 | 623.0200<br>Dust Control Surface Treatment               | 462.000<br>SY                  | _____.     | _____.     |



## Proposal Schedule of Items

Page 2 of 5

Proposal ID: 20180710008 Project(s): 1030-28-71, 1030-43-70, 1228-03-75

Federal ID(s): WISC 2018307, WISC 2018306, WISC 2018308

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                 | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|-----------------------------------------------------|--------------------------------|------------|------------|
| 0032                 | 624.0100<br>Water                                   | 18.000<br>MGAL                 | _____.     | _____.     |
| 0034                 | 628.1905<br>Mobilizations Erosion Control           | 13.000<br>EACH                 | _____.     | _____.     |
| 0036                 | 628.1910<br>Mobilizations Emergency Erosion Control | 6.000<br>EACH                  | _____.     | _____.     |
| 0038                 | 628.7010<br>Inlet Protection Type B                 | 130.000<br>EACH                | _____.     | _____.     |
| 0040                 | 628.7020<br>Inlet Protection Type D                 | 10.000<br>EACH                 | _____.     | _____.     |
| 0042                 | 628.7570<br>Rock Bags                               | 30.000<br>EACH                 | _____.     | _____.     |
| 0044                 | 634.0612<br>Posts Wood 4x6-Inch X 12-FT             | 10.000<br>EACH                 | _____.     | _____.     |
| 0046                 | 637.2230<br>Signs Type II Reflective F              | 120.000<br>SF                  | _____.     | _____.     |
| 0048                 | 638.2602<br>Removing Signs Type II                  | 8.000<br>EACH                  | _____.     | _____.     |
| 0050                 | 638.3000<br>Removing Small Sign Supports            | 8.000<br>EACH                  | _____.     | _____.     |
| 0052                 | 643.0300<br>Traffic Control Drums                   | 19,454.000<br>DAY              | _____.     | _____.     |
| 0054                 | 643.0420<br>Traffic Control Barricades Type III     | 1,470.000<br>DAY               | _____.     | _____.     |
| 0056                 | 643.0705<br>Traffic Control Warning Lights Type A   | 928.000<br>DAY                 | _____.     | _____.     |
| 0058                 | 643.0715<br>Traffic Control Warning Lights Type C   | 4,418.000<br>DAY               | _____.     | _____.     |
| 0060                 | 643.0800<br>Traffic Control Arrow Boards            | 233.000<br>DAY                 | _____.     | _____.     |
| 0062                 | 643.0900<br>Traffic Control Signs                   | 9,379.000<br>DAY               | _____.     | _____.     |
| 0064                 | 643.0920<br>Traffic Control Covering Signs Type II  | 2.000<br>EACH                  | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20180710008 Project(s): 1030-28-71, 1030-43-70, 1228-03-75

Federal ID(s): WISC 2018307, WISC 2018306, WISC 2018308

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|-----------------------------------------------------------------------|--------------------------------|------------|------------|
| 0066                 | 643.1000<br>Traffic Control Signs Fixed Message                       | 416.000<br>SF                  | _____.     | _____.     |
| 0068                 | 643.1050<br>Traffic Control Signs PCMS                                | 30.000<br>DAY                  | _____.     | _____.     |
| 0070                 | 643.1051<br>Traffic Control Signs PCMS with Cellular Communications   | 92.000<br>DAY                  | _____.     | _____.     |
| 0072                 | 643.4100.S<br>Traffic Control Interim Lane Closure                    | 172.000<br>EACH                | _____.     | _____.     |
| 0074                 | 643.5000<br>Traffic Control                                           | 1.000<br>EACH                  | _____.     | _____.     |
| 0076                 | 646.1020<br>Marking Line Epoxy 4-Inch **P**                           | 208,096.000<br>LF              | _____.     | _____.     |
| 0078                 | 646.1555<br>Marking Line Grooved Contrast Permanent Tape 4-Inch **P** | 1,075.000<br>LF                | _____.     | _____.     |
| 0080                 | 646.3020<br>Marking Line Epoxy 8-Inch **P**                           | 46,676.000<br>LF               | _____.     | _____.     |
| 0082                 | 646.5020<br>Marking Arrow Epoxy                                       | 9.000<br>EACH                  | _____.     | _____.     |
| 0084                 | 646.6464.S<br>Cold Weather Marking Epoxy 4-Inch                       | 4,917.000<br>LF                | _____.     | _____.     |
| 0086                 | 646.6468.S<br>Cold Weather Marking Epoxy 8-Inch                       | 1,097.000<br>LF                | _____.     | _____.     |
| 0088                 | 646.7120<br>Marking Diagonal Epoxy 12-Inch                            | 603.000<br>LF                  | _____.     | _____.     |
| 0090                 | 649.0150<br>Temporary Marking Line Removable Tape 4-Inch              | 10,190.000<br>LF               | _____.     | _____.     |
| 0092                 | 649.0250<br>Temporary Marking Line Removable Tape 8-Inch              | 2,334.000<br>LF                | _____.     | _____.     |
| 0094                 | 690.0250<br>Sawing Concrete                                           | 1,347.000<br>LF                | _____.     | _____.     |
| 0096                 | 715.0415<br>Incentive Strength Concrete Pavement                      | 500.000<br>DOL                 | 1.00000    | 500.00     |



## Proposal Schedule of Items

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Proposal ID: 20180710008 Project(s): 1030-28-71, 1030-43-70, 1228-03-75

Federal ID(s): WISC 2018307, WISC 2018306, WISC 2018308

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                               | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|-----------------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0098                 | ASP.1T0A<br>On-the-Job Training Apprentice at \$5.00/HR                           | 1,600.000<br>HRS               | 5.00000    | 8,000.00   |
| 0100                 | ASP.1T0G<br>On-the-Job Training Graduate at \$5.00/HR                             | 5,300.000<br>HRS               | 5.00000    | 26,500.00  |
| 0102                 | SPV.0060<br>Special 01. FIELD FACILITIES OFFICE SPACE                             | 1.000<br>EACH                  | _____.     | _____.     |
| 0104                 | SPV.0060<br>Special 02. Traffic Control Close-Open Freeway Entrance Ramp          | 49.000<br>EACH                 | _____.     | _____.     |
| 0106                 | SPV.0060<br>Special 03. TRAFFIC CONTROL CLOSE-OPEN FREEWAY TO FREEWAY SYSTEM RAMP | 47.000<br>EACH                 | _____.     | _____.     |
| 0108                 | SPV.0060<br>Special 04. TRAFFIC CONTROL FULL FREEWAY CLOSURE                      | 24.000<br>EACH                 | _____.     | _____.     |
| 0110                 | SPV.0075<br>Special 01. ROADWAY SWEEPING                                          | 18.000<br>HRS                  | _____.     | _____.     |
| 0112                 | SPV.0075<br>Special 02. Pavement Cleanup Project 1030-28-71                       | 5.000<br>HRS                   | _____.     | _____.     |
| 0114                 | SPV.0085<br>Special 01. CRACK SEALING MODIFIED                                    | 31,462.000<br>LB               | _____.     | _____.     |
| 0116                 | SPV.0085<br>Special 02. ROUT & SEAL MODIFIED                                      | 314,622.000<br>LB              | _____.     | _____.     |
| 0118                 | SPV.0090<br>Special 01. MARKING CONTRAST EPOXY 4-INCH SPECIAL **P**               | 1,537.000<br>LF                | _____.     | _____.     |
| 0120                 | SPV.0090<br>Special 02. Linear Delineation System                                 | 1,800.000<br>LF                | _____.     | _____.     |
| 0122                 | SPV.0090<br>Special 03. TL-5 Concrete Median Barrier **P**                        | 1,347.000<br>LF                | _____.     | _____.     |





## Proposal Schedule of Items

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Proposal ID: 20180710008 Project(s): 1030-28-71, 1030-43-70, 1228-03-75

Federal ID(s): WISC 2018307, WISC 2018306, WISC 2018308

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                                     | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|-----------------------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0124                 | SPV.0105<br>Special 01. CHEVRON SOLAR<br>POWERED SIGN SYSTEM ASSEMBLY<br>W-S RAMP       | LS                             | LUMP SUM   | _____.     |
| 0126                 | SPV.0105<br>Special 02. CONSTRUCTION STAKING<br>REFERENCE SPECIAL PROJECT<br>1030-43-70 | LS                             | LUMP SUM   | _____.     |
| 0128                 | SPV.0180<br>Special 01. Resin Binder High Friction<br>Surface Treatment                 | 8,324.000<br>SY                | _____.     | _____.     |
| Section: 0001        |                                                                                         |                                | Total:     | _____.     |
|                      |                                                                                         |                                | Total Bid: | _____.     |

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**