

HIGHWAY WORK PROPOSAL

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

Proposal Number: **051**

| <u>COUNTY</u> | <u>STATE PROJECT</u> | <u>FEDERAL</u> | <u>PROJECT DESCRIPTION</u> | <u>HIGHWAY</u> |
|---------------|----------------------|----------------|---|----------------|
| Milwaukee | 1060-33-94 | WISC 2019219 | Zoo Ic, Swan & Discovery Rndabt; 1060-33-73 Limits To Wdnr Access Rd | LOC STR |
| Milwaukee | 1060-35-94 | N/A | Zoo Ic, Swan Blvd Roadway Maint; Underwood Parkway To Ush 45 | LOC STR |
| Milwaukee | 1693-37-74 | WISC 2019433 | Bike Path B Hank Aaron State Trail; Hwy 100 To Upr | NON HWY |

ADDENDUM REQUIRED ATTACHED AT BACK

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

| | |
|--|--|
| Proposal Guaranty Required: \$100,000.00 Payable to: Wisconsin Department of Transportation | Attach Proposal Guaranty on back of this PAGE. |
| Bid Submittal Date: May 21, 2019 Time (Local Time): 9:00 am | Firm Name, Address, City, State, Zip Code |
| Contract Completion Time September 13, 2019 | SAMPLE NOT FOR BIDDING PURPOSES |
| Assigned Disadvantaged Business Enterprise Goal 13% | 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: Removals, grading, base aggregate, HMA pavement, concrete pavement, storm sewer, signing, lighting, traffic control, pavement markings, and landscaping, R-40-631, R-40-655 | 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:
<https://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 PM local time on the Thursday before the letting. Check the department's web site after 5:00 PM 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 PM local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (*.ebs or *.00x) is used to submit the final bid.

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

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:
<https://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 department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, 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™ web site.
 2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ 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™ web site reflecting the latest addenda posted on the department's web site at:
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>
Use Expedite™ 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™ 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™ 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™ 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™ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.
- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
 1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

3. The diskette or CD ROM is not submitted at the time and place the department designates.

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

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.

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1060-33-94, Zoo IC, Swan & Discovery Rndabt, 1060-33-73 Limits to WDNR Access Rd, Local Street, Milwaukee County, Wisconsin; Project 1060-35-94, Zoo IC, Swan Blvd Roadway Maint, Underwood Parkway to USH 45, Local Street, Milwaukee County, Wisconsin; and Project 1693-37-74, Bike Path B – Hank Aaron State Trail, Hwy 100 to UPRR, Non Highway, Milwaukee County 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, 2019 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 (20181119)

2. Scope of Work.

The work under this contract shall consist of removals, grading, base aggregate, HMA pavement, storm sewer, erosion control, signing, lighting, traffic control, pavement markings, restoration, concrete repair work, retaining walls, as well as, 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.

Do not work next to wetlands on project 1060-33-94 until the Section 404 permit has been approved. The department anticipates approval of this permit April 2019.

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.

Northern Long-eared Bat (*Myotis septentrionalis*)

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees. Roosts have been identified within 150 feet of the project limits. The species and all active roosts are protected by the Federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

To avoid adverse impacts upon the NLEBs, no Clearing is allowed between June 1 and July 31, both dates inclusive.

If the required Clearing is not completed by May 31, the department will suspend all clearing and associated work directly impacted by Clearing. The department will issue a notice to proceed with Clearing and associated work directly impacted by clearing after consulting with the United States Fish and Wildlife Service (USFWS).

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

Portable Changeable Message Signs

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 road closure.

Schedule of Operations

PROJECT 1060-33-94

Stage 1

The work in this stage consists of the reconstruction of Swan Boulevard and Discovery Parkway.

Stage 2

The work in this stage consists of the construction of Forest Exploration Center and the WDNR site.

PROJECT 1060-35-94

All work shall be completed concurrently during Stage 1 of 1060-33-94. Work consists of concrete repair at the intersection of Swan Boulevard and Underwood Parkway and near the Swan Boulevard overpass over USH 45.

Areas of construction along Swan Boulevard south of Underwood Parkway should be completed within 5 days. Once work commences on Swan Boulevard south of Underwood Parkway, work shall be continuous until the intersection is completely constructed.

PROJECT 1693-37-74

Work consists of adding an asphaltic shared path to connect Hank Aaron State Trail to STH 100 along with two retaining walls. Work to be completed concurrently with the work for Project 1060-33-94.

Work Restrictions

Roadway Work Restrictions

Definitions

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

Peak Hours

6:00 AM – 9:00 PM Monday, Tuesday, Wednesday, Thursday

6:00 AM – 9:00 PM Friday

11:00 AM – 8:00 PM Saturday

1:00 PM – 5:00 PM Sunday

Off-Peak Hours

9:00 PM – 6:00 AM Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM

9:00 PM – 11:00 AM Friday PM to Saturday AM

8:00 PM – 1:00 PM Saturday PM to Sunday PM

5:00 PM – 6:00 AM Sunday PM to Monday AM

Local Street Work Restrictions

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

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

The following definitions apply to this contract for STH 100 work restrictions:

Weekday Peak Hours

6:00 AM – 7:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday

Weekday Midday Hours

9:00 AM – 3:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday

Weekend Peak Hours

9:00 AM – 6:00 PM Saturday and Sunday

Weekday Off-Peak Hours

7:00 PM – 6:00 AM Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM

7:00 PM – 9:00 AM Friday PM to Saturday AM

Weekend Off-Peak Hours

6:00 PM – 9:00 AM Saturday PM to Sunday AM

6:00 PM – 6:00 PM Sunday PM to Monday AM

All lanes of STH 100 shall be entirely clear and open to traffic at all times, except as permitted herein.

- Single lane closures are permitted during weekday midday hours and weekend peak hours, as specified with approval of the engineer.
- 2-Lane closures are permitted during off-peak hours as specified with approval of the engineer.

Final Completion of Work

Work to be completed before 12:00 AM on September 13, 2019.

Utility Coordination

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

sef-999-045 (20131107)

4. Traffic.

A General

Swan Boulevard shall be detoured for the duration of this project.

Work zone traffic control devices and signs shall not be placed over or within 50 feet of the railroad right-of-way located 600 feet northeast of Underwood Parkway.

B Residential and Business Property Access

Maintain access to properties along Swan Boulevard for local residents, businesses, and emergency vehicles.

C Schedule of Operations

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

PROJECT 1060-33-94

Stage 1 Traffic:

- Stage 1 consists of constructing a roundabout at the intersection of Swan Boulevard and Discovery Parkway. Lanes will be closed for construction; traffic will be detoured. Vehicles traveling east from the west – will detour using Watertown Plank Road west to STH 100 (Mayfair Road) north to North Avenue east to 92nd Street; vehicles traveling west from the east – will detour using 92nd Street north to North Avenue west to STH 100 (Mayfair Road) south to Watertown Plank Road east.

Stage 2 Traffic:

- Stage 2 consists of constructing Forest Exploration Center. Swan Boulevard and Discovery Parkway will be open to traffic for the duration of Stage 2.

PROJECT 1060-35-94

All concrete repair work shall be completed concurrently to Stage 1 of 1060-33-94.

PROJECT 1693-37-74

Lane closures may be required on STH 100 for vehicle access as well as short-term flagging operations for crane mobilization.

5. Holiday Work Restrictions.

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

- From noon Friday, May 24, 2019 to 6:00 AM Tuesday, May 28, 2019 for Memorial Day;
- From noon Wednesday, July 3, 2019 to 6:00 AM Friday, July 5, 2019 for Independence Day;
- From noon Friday, August 30, 2019 to 6:00 AM Tuesday, September 3, 2019 for Labor Day.

stp-107-005 (20050502)

6. Utilities.

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

stp-107-065 (20080501)

PROJECT 1060-33-94

Additional information regarding proposed and/or 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) 750-7828 for further information.

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

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

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

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

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

Known utilities in the project area are as follows:

AT&T Wisconsin has existing underground and overhead communications facilities within the project limits. AT&T Wisconsin will perform the following work:

- Install a new pedestal at Station 193 + 50BV, 47' LT.

- Intercept the existing cable at the new pedestal at Station 193 + 50BV, 47' LT, then install a new cable 2 feet south of the right-of-way of Swan Blvd from Station 193+50BV, 47' LT to Station 202BV + 90, 100' LT.
- Install a new pedestal at Station 31SB + 78, 54' LT.
- Install new cable from the pedestal at Station 31SB + 78, 54' LT south to Station 27+ 70NB, 65' LT.
- Install cable to existing pedestal in easement defined in 1060-33-27 RWP Station 27 + 68, 65.5' LT to Station 32 + 10, 90' LT.
- AT&T to transfer to new cable and discontinue the existing copper cable and IPP.

It is anticipated that work will begin March 1, 2019. Estimated construction time to complete the work is 45 working days.

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

Charter Communications has existing communications facilities within the project limits. No conflicts are anticipated.

Contact Scott Dietrich at (414) 277-4283, of Charter Communications 7 days in advance to coordinate locations and any excavation near their communications facilities.

City of Wauwatosa – Street Lighting has existing facilities within the project limits. Street Lighting installation will be completed under project pay items by the contractor during construction.

Contact Randy Michelz at (414) 471-8429, of the City of Wauwatosa 7 days in advance to coordinate locations and any excavation near their communications facilities.

City of Wauwatosa - Water has existing facilities within the project limits. Water utility relocations will be completed under project pay items by the contractor during construction.

Contact Adam Florin, (414) 471-8480, Ext. 5915, of the City of Wauwatosa 7 days in advance to coordinate locations and any excavation near their communications facilities.

We Energies – Electric has existing overhead and underground electric facilities within the project limits. We Energies will be removing all overhead facilities in the project area, and replacing it with new underground lines:

- Install new cable along the north side of Swan Blvd from Station 195BV LT40 in easement to Station 202BVWB+25 LT64', cross Swan Blvd and splice into the existing cable along Discovery Parkway at Station 29SB+62 LT39'.
- Intercept existing cable in Discovery Parkway at Station 29SB+77 LT 31', install new crossing Discovery Pkwy to the east, continue along the south side of Swan Blvd to the existing VFI at Station 210BV RT 60'.
- Pole Removals:

| Station | Pole No | Work Proposed |
|-----------------|----------|-------------------------------------|
| 191BV+45 RT 71' | 06-03596 | Pole and down anchors to be removed |
| 194BV+13 RT 48' | 06-03595 | Pole and down anchors to be removed |
| 196BV+22 RT 64' | 06-03597 | Pole to be removed |
| 198BV+05 RT 63' | 06-02607 | Pole to be removed |

| | | |
|-------------------|----------|-------------------------------------|
| 198BV+39 RT 63' | 13-04108 | Pole to be removed |
| 200BVEB+50 RT 66' | 06-02606 | Pole to be removed |
| 3C+50 LT 39' | 13-04347 | Pole to be removed |
| 3C+44 LT 27' | 13-04346 | Pole to be removed |
| 2C+21 LT 16' | 13-08567 | Pole to be removed |
| 205BVEB+48 RT 41' | 06-02608 | Pole to be removed |
| 208BV+05 RT 57' | 06-02684 | Pole to be removed |
| 210BV+44 RT 55' | 06-03803 | Pole and down anchors to be removed |

It is anticipated that work will begin February 2019. Estimated construction time to complete the work is 40 working days.

Contact Leonard Brown at (414) 540-5705, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

We Energies – Gas has existing gas facilities within the project limits. No conflicts anticipated

Contact Nate Zilles at (414) 944-5664 office / (414) 651-6693 cell, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

PROJECT 1060-35-94

There are no known utility facilities within the project limits.

7. Other Contracts.

Coordinate your work according to standard spec 105.5.

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

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 others' contracts.

Project 1060-35-81

Zoo IC, Landscaping
WisDOT Contact: Steven Kuhl; (414) 745-7569; Steven.Kuhl@dot.wi.gov

8. Hauling Restrictions.

Replace standard spec 107.2 with the following:

- (1) Present to the department, five business days before proposed hauling, a proposed haul route plan detailing additional haul routes if additional haul routes are needed that are not shown on the Local Road Haul Routes Overview Plan or part of the state trunk highway system. Include the months, days of the

week, time of day, number of trucks, types of trucks and maximum loads of trucks anticipated to accomplish the project work in the additional haul route submittal.

- (2) The department will review the submittal and either approve or provide a letter with comments and proposed revisions to the contractor within five business days of its receipt. If approved, the department will subsequently survey the existing condition of that haul route to establish a baseline for assessing damage that the contractor's hauling operations might cause.
- (3) At all times, conduct operations in a manner that will cause a minimum of disruption to traffic on existing roadways.

sef-107-015 (20170310)

9. Railroad Insurance and Coordination – Union Pacific Railway.

A Description

This with standard spec 107.17 for all work affecting Union Pacific Railway Company property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Union Pacific Railway Company.

Notify evidence of the required coverage, and duration to Danielle Allen, Contract Administrator; 1400 Dodge Street, Stop 1690, Omaha, NE 68179; Telephone (402) 544-8020; E-mail: danielleallen@up.com.

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: 1693-37-74
- Project Location: West Allis WI
- Route Name: Hank Aaron State Trail, Milwaukee County
- Crossing ID: Between 177256U and 177257B
- Railroad Subdivision: Milwaukee Sub
- Railroad Milepost: 89.8
- Work Performed: Grading for Bike Trail

A.2 Train Operation

Approximately 12 through freight trains operate daily at up to 40 mph.

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

Construction Contact

Chris T. Keckeisen, Engineering Design – Public Projects, 1400 Douglas, MS 0910, Omaha, NE 68179; Telephone (402) 544-5131; E-mail CTKECKEI@UP.COM for consultation on railroad requirements during construction.

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

Flagging Contact

See Construction Contact. If more than 30 days of flagging is required contact UP 30 days prior to needing a flagger on site. Reference the Wisconsin Milepost and Subdivision located in A.1.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact the UP Call Before You Dig line at (800) 336-9193 at least five working days before the locate is needed. Normal business hours are 6:30 AM to 6:30 PM, Central Time, Monday through Friday, except holidays and are subject to change. Calls will be routed at all times in case of an emergency. Reference the Wisconsin Milepost and Subdivision located in A.1.

UP will only locate railroad owned cable buried 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. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Lance Parve at (414) 731-5375.

stp-107-054 (20080901)

11. Information to Bidders, WPDES General Construction Storm Water Discharge Permit.

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Lance Parve at (414) 731-5375. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

12. Erosion Control

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 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR – Liaison Kristina Betzold, (414) 263-8517, kristina.betzold@wisconsin.gov. Do not implement the ECIP until department approval, and perform all work conforming to the approved ECIP.
- (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) 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.
- (14) 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.
- (15) Dewatering is incidental.
sef-107-010 (20180104)

13. Notice to Contractor – Airport Operating Restrictions

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

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

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

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

sef-107-020 (20171004)

14. 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 6:00 AM, unless prior written approval is obtained from the engineer.

stp-107-001 (20060512)

15. Environmental Protection, Aquatic Exotic Species Control.

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

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

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels before being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Guidelines from the Wisconsin Department of Natural Resources for disinfection are available at:

<http://dnr.wi.gov/topic/invasives/disinfection.html>

Use the following inspection and removal procedures:

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

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.

stp-107-055 (20130615)

16. Public Involvement Meetings.

Participate in department-sponsored public involvement meetings as the engineer requests. Ensure that representatives of subcontractors also participate in those meetings if the engineer requests.

sef-999-040 (20160915)

17. Material and Equipment Staging

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

sef-999-020 (20170310)

18. BIM/CIM Model

Abbreviations

The department defines terms within this special provision as follows:

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

General Content

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

- Roadways
- Topography
- Grading
- Drainage

- Structures
- Utilities, including abandoned utilities
- FTMS-Freeway Traffic Management System
- Signals
- Signs
- Lighting
- Pavement markings
- Landscaping
- Wetlands and waterways
- Railways
- Geotechnical soil boring locations
- Parcels
- Fencing
- Survey monumentation

Deliverables and Format

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

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

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

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

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

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

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

All data will be georeferenced to horizontal datum - NAD-83 (GRS-1980) (2007), vertical datum - NAVD-1988 (2007), and coordinate projection - Wisconsin County Coordinate System in U.S. survey feet. Specific datum/adjustment will be maintained for each WisDOT project to maintain accuracy and consistency. Horizontal and vertical datums will be provided on the Title Sheet of the WisDOT plan sets. For Zoo I/C Projects, use NAVD 88 (2007), NAD 83 (GRS-1980) (2007).

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

Thomas Lipsky, RLS Wisconsin DOT
SE Region Survey
thomas.lipsky@dot.wi.gov
(262) 548-6737

If you have any questions as to Model Content, confirm with:

Lance Parve, Sr Project Engineer/BIM-CIM Coordinator, Wisconsin DOT
SE Freeways/Region Design-Construction
lance.parve@dot.wi.gov
(262) 548-8702

Delivery Schedule

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

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

BIM/CIM MODEL REQUIREMENTS: PROJECT NAME/ID

| Element / E-Existing; P-Proposed | Format | Data Type | LOA | LOD | Temp |
|---|-------------|-------------|----------|-------|------|
| RE-Real Estate, Right-of-Way and Buildings | | | | | |
| ROW-E | DWG/DGN | Line | 0.02'+/- | 2D | N/A |
| ROW-P | DWG/DGN | Line | 0.02'+/- | 2D | N/A |
| Parcels-E | DWG/DGN | Polygon | 0.02'+/- | 2D | N/A |
| Parcels-P | DWG/DGN | Polygon | 0.02'+/- | 2D | N/A |
| Excess Parcels-E | DWG/DGN | Polygon | 0.02'+/- | 2D | N/A |
| Easements-E | DWG/DGN | Line | 0.02'+/- | 2D | N/A |
| Easements-P | DWG/DGN | Line | 0.02'+/- | 2D | N/A |
| Buildings-E | DWG/DGN | Polygon/DSM | 0.02'+/- | 2D/3D | N/A |
| Buildings-P | DWG/DGN | Polygon/DSM | 0.02'+/- | 2D/3D | N/A |
| Fences-E | DWG/DGN | Line | 0.02'+/- | 2D | N/A |
| Fences-P | DWG/DGN | Line | 0.02'+/- | 2D | N/A |
| Imagery-E | JPG/TIF/SID | Raster | 0.06'+/- | 2D/3D | N/A |
| Lidar-E | LAS | Point Cloud | 0.06'+/- | 3D | N/A |

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

| | | | | | |
|--------------------------------------|-------------|------------|----------|-------|-----|
| BR-Bridges-Proposed | | | | | |
| Stone Base | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Piles | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Footings | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Abutments | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Piers | DWG/DGN/XML | Line/Solid | 0.02'+/- | 2D/3D | N/A |
| CI Beams | DWG/DGN/XML | Line/Solid | 0.02'+/- | 2D/3D | N/A |
| Seats | DWG/DGN/XML | Line/Solid | 0.02'+/- | 2D/3D | N/A |
| Deck Including Fillets | DWG/DGN/XML | Line/Solid | 0.02'+/- | 2D/3D | N/A |
| Light Blisters | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Parapet Walls | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| RW-Retaining Walls-Proposed | | | | | |
| MSE-Proposed | | | | | |
| Straps | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Footings | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Top | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Coping | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| CIP-Cast-in-Place-Proposed | | | | | |
| Stone | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Piles | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Top of Footings | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Face of Wall | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Coping | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| PAL-Pile and Lagging-Proposed | | | | | |
| CI Piles at Top and Bottom | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Face of Wall/Face of Piles | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Bottom of Wall | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Top of Wall/Coping | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Face of Piles | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Top and Toe of Sheets | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| SB-Sign Bridges-Proposed | | | | | |
| Footings | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Piles | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Structure | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |

| | | | | | |
|---|-------------|------------|----------|-------|-----|
| Other Structures-Proposed | | | | | |
| NW-Noise Walls | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| TU-Tunnels-Utility | DWG/DGN/XML | Line/Solid | 0.02'+/- | 2D/3D | N/A |
| Structures-Existing | | | | | |
| BR-Bridges | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| RW-Retaining Walls | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| SB-Sign Bridges | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| TU-Tunnels | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| SF-Special Foundations-Proposed | | | | | |
| Drilled Shafts | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Driven Piles | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Bored Piles | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Caissons | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| SF-Special Foundation Walls-Proposed | | | | | |
| Foundation Anchors | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Underpinning | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Pile Caps | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Grade Beams | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Tiebacks | DWG/DGN/XML | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| LI-Lighting-Proposed | | | | | |
| Poles/Masts/Bases | DWG/DGN | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Conduit/Cabinets/Pull Boxes | DWG/DGN | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| IT-ITS/FTMS Proposed | | | | | |
| DMS/CMS | DWG/DGN | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| FTMS Fiber Optic lines | DWG/DGN | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| FTMS Huts/Cabinets | DWG/DGN | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| SN-Signs-Proposed | | | | | |
| Signs-Type 1 | DWG/DGN | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Signs-Type 2 | DWG/DGN | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| SG-Signals-Proposed | | | | | |
| Poles/Heads/Bases | DWG/DGN | Line/Solid | 0.06'+/- | 2D/3D | N/A |
| Conduit/Pull Boxes | DWG/DGN | Line/Solid | 0.06'+/- | 2D/3D | N/A |

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

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

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

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

- Plans with line and grade.
- Plans without line and grade.
- Surveys.
- Digger's Hotline.
- As-builts.
- Municipality records.
- Pot holing/hydrovac excavation.
- RD/EMI/GPR/SPAR.

Existing utilities data are provided in the model, for purposes of information only, requiring confirmation from Digger's Hotline and utility providers.

sef-650-000 (20171004)

19. Work Force Opportunities.

After contract award, attend the Work Force Opportunities workshop. The workshop will take place on the same day and 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 (20180627)

20. 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
- Pavement Type Selection Report
- Environmental Document
- As-Built Drawings
- Preconstruction survey
- Traffic Management Plan

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

Reproduction costs will be applied to all copies requested.

sef-102-005 (20170310)

21. Geotechnical Investigation Information.

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

Available information relative to subsurface exploration, borings, soundings, water levels, elevations, or profiles are available for review at the department's Regions office. Contact Casey W. Wierzchowski, 141 NW Barstow Street, Waukesha, WI 53187, (414) 588-0639.

Geotechnical Report for 1060-33-94

Additional geotechnical information is available from studies and analyses that have been performed by Casey W. Wierzchowski for the department for other aspects of this project. Review the available information to determine if it is of use. The use or not of the geotechnical information does not relieve performing the work conforming to the plans and specifications.

sef-102-010 (20170310)

22. 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)

23. 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)

24. Information to Bidders, Use of Recovered Material.

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

sef-106-005 (20141211)

25. Dust Control Implementation Plan.

A Description

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

B (Vacant)

C Construction

C.1 General

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

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

C.2 DCIP Contents

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

Include all of the following:

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

C.3 Updating the DCIP

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

C.4 Dust Control Deficiencies

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

D Measurement

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

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

| | |
|---------------|-------------------------------------|
| 623.0200 | Dust Control Surface Treatment |
| 624.0100 | Water |
| 628.7560 | Tracking Pads |
| SPV.0075.1000 | Pavement Cleanup Project 1060-33-94 |

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)

26. 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)

27. CPM Progress Schedule.

Replace standard spec 108.4.4.1 with the following:

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

Replace standard spec 108.4.4.4(2) with the following:

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

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

sef-108-010 (20180104)

28. Storm Sewer.

Supplement standard spec 204.3.2.2 with the following:

Material placed within storm sewer trenches is subject to the quality control for the zone that the material is being placed and shall conform to QMP Subgrade article listed elsewhere in this special provision document.

Supplement standard spec 204.5.1 with the following:

QMP sampling, testing and documentation if applicable is incidental to removing storm sewer bid item and no separate payment will be made.

Supplement standard spec 608.3.5 with the following:

Material placed within storm sewer trenches is subject to the quality control for the zone that the material is located in and shall conform to QMP Subgrade article listed elsewhere in this special provision document.

Replace standard spec 608.3.5(1) with the following:

Backfill all trenches and excavations immediately after completing storm sewer construction per detail(s) shown on the plans. Backfill all trenches and excavations of all new storm sewer and storm sewer structures not occupied by backfill slurry with backfill material conforming to standard spec 209.

Supplement standard spec 608.3.3 with the following:

Place rubber gasket joints over the spigot end or tongue of the entering pipe for all round storm sewer pipes horizontal and elliptical pipes with a rise less than or equal to 40-inches. Clean the gasket and the ends of the pipe from sand and gravel. If the gasket provided is neither factory lubricated nor self-lubricating, lubricate the outside of the gasket and the inside of the bell or groove of the last pipe with an engineer - approved vegetable lubricant immediately before making the joint. Place the spigot or tongue of the pipe being laid with the gasket in place into the bell or groove end of the previously laid pipe. Set pipe carefully to line and grade and push or jack home. The engineer may order the use of a jack or "come-along" if deemed necessary to ensure that the joints are completely tight.

For horizontal elliptical pipe rise greater than 40-inches use mastic joint compound. Where factory lubricated rubber gasket joints are not available, clean the ends of the pipe from sand and gravel. Place engineer-approved mastic joint sealer on both the spigot and bell ends of the pipe being laid. Apply additional mastic around each joint exterior and wrap each joint with Geotextile Fabric Type DF laid flat meeting requirements of standard spec 645. Wrap each joint so that the Geotextile Fabric overlaps each joint a distance of approximately ½ of the pipe diameter.

Replace standard spec 608.5.2(1) with the following:

Payment for the Storm Sewer Pipe bid items is full compensation for providing all materials, including all special Y's, mitered sections, elbows and connections required; for concrete collars not required under standard spec 520.3.1(5) or 608.3.3(10); for all submittals; for excavating and wasting excess material, except rock excavation; for providing rubber gaskets; Lubrication of rubber gaskets; mastic joint sealer; for supporting utilities in storm sewer trench; for shoring design, providing a signed and sealed copy of the design; for installation, monitoring, and removal of shoring; for forming foundation; for laying pipe; for sealing joints and making connections to new or existing features, bedding material; for backfilling and providing backfill slurry and granular backfill material; for QMP sampling, testing and documentation; for cleaning out; and absent the pertinent contract bid items, for restoring the work site.

29. QMP Subgrade.

A Description

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

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

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

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/rdwy/default.aspx>

B Materials

B.1 Quality Control Plan

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

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

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

B.2 Personnel

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

B.3 Laboratory

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

Materials Laboratory
3502 Kinsman Boulevard
Madison, Wisconsin 53704-2583
Telephone: (608) 246-7938

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

B.4 Equipment

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

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

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

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

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

B.5 Soil Source Study

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

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

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

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

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

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

B.6 Quality Control Documentation

B.6.1 Control Charts

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

- Subgrade cut portions of the project.

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

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

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

B.6.2 Records

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

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

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

B.7 Contractor Testing

B.7.1 General

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

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

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

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

B.7.2 Field Density and Field Moisture

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

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

B.7.3 One-Point Proctor

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

B.7.4 Testing Frequency

B.7.4.1 Subgrade Cut

Perform the required tests at the following frequencies:

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

B.7.5 Compaction Zones

B.7.5.1 Subgrade Cut

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

B.7.6 Control Limits

B.7.6.1 Field Density

B.7.6.1.1 General Conditions

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

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

B.7.6.2 Field Moisture Content

B.7.6.2.1 General Conditions

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

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

B.7.7 Corrective Action

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

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

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

B.8 Department Testing

B.8.1 General

The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all verification and independent assurance personnel for the project.

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

B.8.2 Verification Testing

The department will have an HTCP technician, or ACT under the direction of a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified for contractor testing personnel for each test being verified. The department will notify the contractor before testing so the contractor can observe QV testing.

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

The department will perform verification testing as follows:

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

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

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

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

B.8.3 Independent Assurance Testing

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

1. Split sample testing.
2. Proficiency sample testing.
3. Witnessing sampling and testing.
4. Test equipment calibration checks.
5. Reviewing required worksheets and control charts.
6. Requesting that testing personnel perform additional sampling and testing.

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

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

B.9 Dispute Resolution

The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.

If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third-party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party tests to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

B.10 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

Costs for all sampling, testing, and documentation required under this special provision are incidental to the work. If the contractor does not perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the Non-performance of QMP administrative item.

sef-207-005 (20171004)

30. Select Crushed Material.

Replace standard spec 312.2(6) with the following:

The department will assess Select Crushed Material acceptability based primarily on the engineer's visual inspection. The department may require the contractor to sample, test, and report gradation or the fracture results to show conformance of the material. One test per source, production process, or change of production process may be required.

Replace standard spec 312.5(2) with the following:

Payment for Select Crushed Material is full compensation for providing and compacting Select Crushed Material and all work necessary to provide gradation or fracture test results.

SER-321-001 (20160831)

31. Concrete Maturity Testing.

A Description

This special provision requires using concrete maturity testing to determine strength for project control of concrete pavement, falsework removal, and structural concrete under the designated standard specs as follows:

| | |
|--|------------|
| Duration of the curing period..... | 415.3.12 |
| Duration of the cold weather protection period | 415.3.13 |
| Opening to service..... | 415.3.15 |
| Removing falsework..... | 502.3.4.2 |
| Duration of the required curing period..... | 502.3.8 |
| Duration of the cold weather protection period | 502.3.9 |
| Opening to service..... | 502.3.10.1 |

The requirement for determining strength by the concrete maturity testing method supersedes all provisions for strength determination by other methods or provisions based on equivalent days within those designated subsections. The concrete maturity testing requirement also applies to all other provisions referencing strength determination under these designated subsections.

B Materials

Provide a maturity testing system that uses data-encrypted sensor devices permanently embedded in the field-placed concrete. Data-encrypted sensors have a chip that records both temperature and time information that can be downloaded to a reading device not permanently attached to those sensors.

Provide the department with a maturity reading device for each maturity testing system used on the project. Devices provided for the department use will become department property under the contract.

C Construction

Perform concrete maturity testing conforming to standard spec 502.3.10.1.3.3. Develop a strength/maturity relationship for each concrete mix design used under the contract. Base that relationship on strength results of cylinders from pavement, appurtenant construction, ancillary concrete, or structural masonry units incorporated into the work and using those same mixes.

D (Vacant)

E Payment

No additional payment will be made by the department for maturity testing.

sef-502-005 (20170310)

32. Backfill Slurry.

This special provision describes furnishing and placing backfill slurry for, but not limited to, removing and abandoning utility pipes and structures, installation of storm sewer, sanitary sewer and water pipes and structures, and exposing existing utility items as shown on the plans.

Use fine aggregate according to standard spec 501.2.5.3 and number 1 coarse aggregate conforming to standard spec 501.2.5.4, and water conforming to standard spec 501.2.4 in the backfill slurry mix. Weigh aggregates at a batch plant suitable for batching concrete masonry. Mix and deliver to the project site using a truck mixer. Add enough water to enable the mixture to flow readily. Submit a mix design for the engineers review prior to placement. Backfill Slurry is considered a class III concrete mix and the department will accept the mix by certification and will follow the QMP process per standard spec 716. Mix acceptance and testing in the field is not required.

Prior to placement of backfill slurry provide for positive drainage of the area to be backfilled. Discharge from the truck in a manner to prevent segregation. Consolidation or compaction effort will not be required. Twelve hours shall elapse before paving over the backfill.

Material placed within the roadway foundation as defined in standard spec 101.3 is subject to the quality control for the zone that the material is located in and shall conform to QMP Subgrade article listed elsewhere in this special provision document. Non-conforming slurry shall be replaced at no additional cost to the department.

Include backfill slurry used for, but not limited to, removing and abandoning utility pipes and structures, installation of storm sewer, sanitary sewer and water pipes and structures, and exposing existing utility items under appropriate bid items. No separate payment will be made for providing positive drainage of the area to be backfilled; for providing mix design; for furnishing, mixing, transporting and placing backfill slurry, and for QMP certification.

33. Catch Basins, Manholes, and Inlets.

Furnish Grade A concrete conforming to standard spec 501 as modified in 716.

Supplement standard spec 611.3.1 with the following:

Provide a butyl rubber gasket or butyl rubber rope for joints of precast reinforced concrete manhole sections. Butyl Rubber gasket joint used for manholes conforms to 8.41.6 of the Standard Specification for Sewer and Water Construction in Wisconsin, latest Edition. Provide non-rocking covers for all drainage structures subject to traffic loading.

Submit shop drawings for all drainage structures. For structures where standard detail drawings are not available, provide shop drawings prepared, verified and stamped by a professional engineer currently registered in the State of Wisconsin. Submit one electronic copy of shop drawings in portable document format for engineer's review two weeks prior to start fabrication. Show clearly on shop drawings information for all pipe connections to the structure. The contractor is responsible for all errors of detailing and fabrication. The omission from the shop drawings of any pipe connection shall not relieve contractor of the responsibility of furnishing and installing such materials, even though the shop drawings may have been reviewed and accepted by the engineer.

Supplement standard spec 611.3.2 with the following:

Conform to storm sewer concrete collar detail for storm sewer pipes to structure connections as shown on the plans.

Replace standard spec 611.5.2 (1) with the following:

Payment for Catch Basins, Manholes, and Inlets bid items is full compensation for providing all submittals; materials, including all masonry, and concrete bricks; conduit and sewer connections, steps, and other fittings; for providing and installing butyl rubber joints; for furnishing backfill, backfilling; all excavating, disposing of surplus material, and for cleaning out and restoring the work site; except that the department will pay for covers, including frames, grates and lids separately.

34. Removing Signs.

Salvage unused signs and light poles and deliver to the City of Wauwatosa Public Works.

35. Traffic Control.

Supplement standard spec 643.3.1 with the following:

Provide the Milwaukee County Sheriff's Department, the Wisconsin State Patrol, City of Wauwatosa 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 or sidewalk 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 Swan Boulevard and Discovery Parkway. 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 Swan Boulevard and Discovery Parkway 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.

Ensure that Flagging operations conform to 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-643-001 (20170808)

36. Lighting Systems.

A General

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

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

Add the following to standard spec 651.3.1:

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

The plans show required disconnections of existing lighting circuits, most in the form of abandoning existing underground conductors in place. The contractor may need to mobilize several times per each existing lighting distribution center. The contractor is expected to build these costs into the various paid items for removals and installations.

Add the following to standard spec 651.5:

Work to disconnect and connect conductors will be incidental to the paid measurement of footage.

There will be no measurement for payment for abandoning conductors or removing conductors for scrap.

Work to disconnect and connect electrical system, splice through, or to connect conductors are incidental to the installation or removal of the roadway lighting pay items included in this contract. The department will not measure conductors or conduits that have been abandoned in place or removed for scrap. The department will allow, at the contractor's discretion, for the salvaging of conductors to be abandoned, if possible.

Add the following to standard spec 653.3(1):

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

Add the following to standard spec 655.3.1:

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

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

Add the following to standard spec 655.3.7(4):

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

Add the following to standard spec 657.2:

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

Add the following to standard spec 657.3.1 and 657.3.5:

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

Add the following to standard spec 659.3.1:

Contractor shall be responsible to provide adequate temporary roadway lighting during all the construction stages not shown on the temporary lighting plans, but which are necessitated by field conditions or by any construction phasing changes. Installation of temporary lighting not shown on temporary lighting plans shall be paid according to appropriate pay items included in this contract. Contractor shall be responsible to submit a redline markup plans for any additional temporary lighting to the engineer for approval prior to installation.

37. Structural Steel HS.

Modify standard spec 506.1 to include the following:

The department will furnish Structural Steel HS and shall be picked-up by the contractor from 935 S. 60th St., West Allis WI 53214-3362 at a mutually agreed upon time during normal State Office hours. Contact Mitzi Dobersek at (414) 266-1150 or (262) 875-1252 to coordinate pick-up.

The contractor is responsible for visually inspecting HS Steel for defects and/or missing quantity prior to bidding.

38. Removing Concrete Barrier Temporary Precast, Item 204.9090.S.0001.

A Description

This special provision describes removing concrete barrier temporary precast conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department measure Removing Concrete Barrier Temporary Precast in linear feet, acceptably completed.

E Payment

Add the following to standard spec 204.5:

| ITEM NUMBER | DESCRIPTION | UNIT |
|------------------------|---|------|
| 204.9090.S.0001 | Removing Concrete Barrier Temporary Precast | LF |
| stp-204-025 (20150630) | | |

39. Concrete Staining R-40-631, Item 517.1010.S.0109; Concrete Staining R-40-655, Item 517.1010.S.0110.

A Description

This special provision describes providing a two coat concrete stain on the exposed concrete surfaces of structures as the plans show.

B Materials

B.1 Mortar

Use mortar for sack rubbing the concrete surfaces as given in standard spec 502.3.7.5 or use one of the following products:

| | |
|--------------------------------------|--|
| Preblended, Packaged Type II Cement: | Tri-Mix by TK Products |
| | Thoroseal Pearl Gray by Thoro Products |

The mortar shall contain one of the following acrylic bonding admixtures mixed and applied according to manufacturer's recommendations:

| | |
|----------------------------|------------------------------|
| Acrylic Bonding Admixture: | TK-225 by TK Products |
| | Achro 60 by Thoro Products |
| | Achro Set by Master Builders |

B.2 Concrete Stain

Use concrete stain manufactured for use on exterior concrete surfaces, consisting of a base coat and a pigmented sealer finish coat. Use the following products, or equal as approved by the department, as part of the two coat finish system:

| |
|--|
| Tri-Sheen Concrete Surfacers, Smooth by TK Products |
| Tri-Sheen Acrylic by TK Products |
| TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products |
| Safe-Cure & Seal EPX by Chem Masters |
| H&C Concrete Stain Solid Color Water Based by Sherwin-Williams |

C Construction

C.1 General

Furnish, prepare, apply, cure, and store all materials according to the product manufacturer's specifications for the type and condition of application required.

Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining.

C.2 Preparation of Concrete Surfaces

Provide a sack rubbed finish as specified in standard spec 502.3.7.5, using mortar as indicated above on concrete surfaces with open voids or honeycombing.

Following the sack rubbing, clean all concrete surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. As a minimum, clean the surface using a 3000-psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete

surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

C.3 Staining Concrete Surfaces

Apply the concrete stain according to the manufacturer's recommendations.

Apply the concrete stain when the temperature of the concrete surface is 45° F or higher, or as given by the manufacturer.

The color of the stain shall be as given on the plan. Tint the base coat to match the finish coat; the two coats shall be compatible with each other.

Do not begin staining the structure until earthwork operations are completed to a point where this work can begin without receiving damage. Where this work is adjacent to exposed soil or pavement areas, provide temporary covering protection from overspray or splatter.

C.4 Test Areas

Before applying stain to the structure, apply the stain to sample panels measuring a minimum of 48 inches x 48 inches and constructed to demonstrate workmanship in the use of the form liner specified on the structure if applicable. Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining. Prepare the concrete surfaces of the sample panels and apply stain using the same materials and in the same manner as proposed for the structure, including staining of the joints between the stones produced by the form liner if applicable. Do not apply stain to the structure until the department approves the test panels.

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces according to the plan.

D Measurement

The department will measure Concrete Staining (Structure) in area by the square foot of surface, acceptably prepared and stained.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-----------------|----------------------------|------|
| 517.1010.S.0109 | Concrete Staining R-40-631 | SF |
| 517.1010.S.0110 | Concrete Staining R-40-655 | SF |

Payment is full compensation for furnishing and applying the two coat system; for preparing the concrete surface; and for preparing the sample panels.

stp-517-110 (20140630)

40. Architectural Surface Treatment R-40-631, Item 517.1050.S.0032; Architectural Surface Treatment R-40-655, Item 517.1050.S.0033.

A Description

This special provision describes providing a concrete masonry architectural surface treatment on the exposed concrete surfaces of structures as the plan details show.

B Materials

Use form liners that attach easily to the forming system, and do not compress more than 1/4 inch when poured at a rate of 10 vertical feet/hour.

Use a release agent that is compatible with the form liner and coloring materials.

Wall ties shall have set "break-backs" at a minimum of 3/4 inches from the finished concrete surface.

C Construction

C.1 Equipment

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity, and mechanical condition for the purposes intended. Repair, improve, replace, or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

C.2 Form Liner Preparation

Clean the form liner before each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary per manufacturer's recommendations.

Apply form release per manufacturer's recommendations.

C.3 Form Liner Attachment

Place adjacent liners less than 1/4 inch from each other, attach liner securely to forms according to the manufacturer's recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size, and frequency.

C.4 Surface Finishing

Ensure that the textured surface is free of laitance; sandblasting is not permitted.

Grind or fill pouring blemishes.

D Measurement

The department will measure Architectural Surface Treatment (Structure) in area by the square foot of architectural surface, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-----------------|--|------|
| 517.1050.S.0032 | Architectural Surface Treatment R-40-631 | SF |
| 517.1050.S.0033 | Architectural Surface Treatment R-40-655 | SF |

Payment is full compensation for producing the proposed architectural surface treatment including: preparing the foundation; finishing and protecting the surface treatment; and for properly disposing of surplus material.

stp-517-150 (20110615)

41. Pipe Grates, Item 611.9800.S.

A Description

This special provision describes providing pipe grates on the ends of pipes.

B Materials

Furnish steel conforming to the requirements of standard spec 506.2.2.1. Furnish steel pipe conforming to the requirements of standard spec 506.2.3.6.

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

C Construction

Repair pipes, rods, angles and brackets on which the galvanized coating has been damaged according to the requirements of AASHTO M36M.

D Measurement

The department will measure Pipe Grates in units of work, where one unit is one grate, completed and accepted.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-------------|------|
| 611.9800.S | Pipe Grates | EACH |

Payment is full compensation for furnishing and installing all materials; and for drilling and connecting grates to pipes.

stp-611-010 (20030820)

42. Fence Safety, Item 616.0700.S.

A Description

This special provision describes providing plastic fence at locations the plans show.

B Materials

Furnish notched conventional metal "T" or "U" shaped fence posts.

Furnish fence fabric meeting the following requirements.

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

C Construction

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

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

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

D Measurement

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

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|--------------|------|
| 616.0700.S | Fence Safety | LF |

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.

stp-616-030 (20160607)

43. Fertilizer Type B Special, Item SPV.0030.1000.

A Description

This special provision describes furnishing and incorporating special fertilizing material in the soil on areas of proposed seeding as shown on the plans, according to standard spec 629, and as hereinafter provided.

B Materials

629.2.1.3 – Fertilizer Type B Special

(1) Special Fertilizer shall conform to the following requirements:

Nitrogen, not less than 24% with 6% being slow-release

Phosphoric Acid, not less than 15%

Potash, not less than 9%

(2) The total nitrogen, phosphoric acid, and potash shall equal at least 48 percent.

(3) The total nitrogen shall at least equal the sum of the phosphoric acid and soluble potash. Six percent of the nitrogen shall be slow-release.

C Construction

629.3.1.3 – Fertilizer Type B Special

(1) Apply fertilizer containing at least 48 percent total nitrogen, phosphoric acid, and potash at 11 pounds per 1,000 SF (~500 pounds per acre), unless otherwise directed by the engineer. For special fertilizer that contains a different percentage of components, determine the new application rate by multiplying the specified rate by a dimensionless conversion factor determined as follows:

Conversion Factor = 50 / New Percentage of Components

D Measurement

(1) The department will measure the Fertilizer Type B Special bid item by the hundred pounds (CWT) acceptably completed, measured based on an application rate of 11 pounds per 1,000 square feet. The measured quantity equals the number of hundred-weight (CWT) of material determined by multiplying the actual number of CWT of material incorporated by the ratio of the actual percentage of fertilizer components used to 48 percent for Fertilizer Type B Special.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|---------------------------|------|
| SPV.0030.1000 | Fertilizer Type B Special | CWT |

Payment for Fertilizer Type B Special is full compensation for providing, hauling, placing and incorporating into the work.

44. Riprap Repair, Item SPV.0035.1000.

A Description

This special provision describes providing riprap restoration after disturbance at riprap ditches.

B Materials

Furnish riprap conforming to standard spec 606.

C Construction

Repair riprap disturbed by ditch grading operations. Match in to existing riprap ditch and as shown in the plans.

D Measurement

The department will measure Riprap Repair by the cubic yard, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|---------------|------|
| SPV.0035.1000 | Riprap Repair | CY |

Payment is full compensation for riprap repair including replacing existing filter fabric.

45. Concrete Masonry Soldier Pile Footings, Item SPV.0035.4010.

A Description

This special provision describes furnishing and placing concrete in predrilled holes for soldier piles and installation of soldier piles. Perform work according to pertinent parts of the standard specifications, the plans, and these special provisions.

B Materials

Provide and use concrete masonry for Concrete Masonry Soldier Pile Footings conforming to grade A or grade A-FA as specified in standard spec 501. All concrete masonry for Concrete Masonry Soldier Pile Footings is subject to the QMP requirements for Class II Ancillary Concrete. Perform QMP testing according to standard spec 716 for Class II Ancillary Concrete.

C Construction

Before placing concrete masonry give the engineer sufficient notice to allow inspection of the predrilled holes, soldier piles, and casting preparations. For concrete masonry soldier pile footings constructed without the use of slurry, no more than 3 inches of standing water is permitted in the bottom of the drilled hole prior to beginning soldier pile installation and immediately prior to placing concrete masonry in the hole around the soldier pile. If necessary, place up to 2 feet of concrete at the bottom of the hole to assist in aligning the soldier pile. Block or clamp the soldier pile in place at the ground surface before placing concrete.

For holes drilled or excavated without slurry, the department will allow the contractor to place concrete by free-falling the concrete from the ground surface down the shaft around the soldier pile. If temporary casing is used, begin placement of the concrete before removing the casing. Remove the casing while the concrete remains workable. For holes drilled or excavated using slurry, place concrete using a tremie method from the bottom of the shaft. Withdraw the tremie pipe slowly as the level of concrete rises in the shaft and never let the level of the tremie pipe outlet exceed the height of the slurry.

D Measurement

The department will measure Concrete Masonry Soldier Pile Footings by the cubic yard, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|--|------|
| SPV.0035.4010 | Concrete Masonry Soldier Pile Footings | CY |

Payment for Concrete Masonry Soldier Pile Footings is full compensation for furnishing all materials, pumping, placing, QMP testing, finishing, curing, protecting, and heating for installation of soldier piles.

46. Removing Luminaires, Item SPV.0060.01.

A Description

This special provision describes removing existing luminaires and lamps from light poles or bridge decks as the plans show, conforming to standard spec 204, and as follows. Light poles or bridge deck shall remain in place.

B Material

Removed luminaires and lamps become the property of the contractor. Properly dispose of all material off the project site. Lamps, which are considered a hazardous material, become property of the contractor and shall be disposed of in an environmentally sound manner.

C Construction

No removal work will be permitted without approval from the engineer. Removal shall start as soon as the temporary lighting or permanent lighting, as applicable, is placed in approved operation. An inspection and approval by the engineer will take place before any associated proposed permanent or temporary lighting is approved for operation.

D Measurement

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

E Payment

Add the following to standard spec 204.5:

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|---------------------|------|
| SPV.0060.01 | Removing Luminaires | EACH |

47. Luminaires Utility Salvaged, Item SPV.0060.02.

A Description

This special provision describes the removing, handling, storing, and re-installing of Luminaires Utility, and associated hardware and appurtenances at the locations the plans show, conforming to standard spec 657 and 659, and as follows.

B (Vacant)

C Construction

No removal work will be permitted without approval from the engineer. Removal shall start as soon as the temporary lighting or permanent lighting, as applicable, is placed in approved operation. An inspection and approval by the engineer will take place before any associated proposed permanent or temporary lighting is approved for operation.

Any luminaires damaged while removing, handling, storing, and re-installing shall be replaced or repaired by the contractor at no additional cost to the department.

Re-installation of the luminaires shall conform to standard spec 657.3 and 659.3.

Dispose of all surplus materials off the project site.

D Measurement

The department will measure the Luminaires Utility Salvaged by each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-----------------------------|------|
| SPV.0060.02 | Luminaires Utility Salvaged | EACH |

Payment is full compensation for removing, handling, and storing; for re-installing; and for providing all other materials required to re-install the salvaged lighting unit and lamp disposal.

48. Removing Lighting Units, Item SPV.0060.03.

A Description

This special provision describes the removing lighting units as the plans show, conforming to standard spec 204, and as follows.

B Materials

All removed material shall become the property of the contractor and be disposed off the project site. Lamps, which are considered a hazardous material, become property of the contractor and shall be disposed of in an environmentally sound manner.

C Construction

Remove lighting units consisting of pole, arm, luminaire, lamp, wires, breakaway device, and associated hardware and appurtenances.

No removal work will be permitted without approval from the engineer. Removal shall start as soon as the temporary lighting or permanent lighting, as applicable, is placed in approved operation. An inspection and approval by the engineer will take place before any associated proposed permanent or temporary lighting is approved for operation.

D Measurement

The department will measure Removing Lighting Units by each individual unit removed, acceptably completed.

E Payment

Add the following to standard spec 204.5:

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-------------------------|------|
| SPV.0060.03 | Removing Lighting Units | EACH |

49. Lighting Units Salvaged, Item SPV.0060.04.

A Description

This special provision describes the removing, handling, storing, and re-installing of lighting units consisting of pole, arm, luminaire, lamp, wires, breakaway device, and associated hardware and appurtenances at the locations the plans show, conforming to standard spec 657 and 659, and as follows.

B Material

Lamps, which are considered a hazardous material, become property of the contractor and shall be disposed of in an environmentally sound manner off the project site.

C Construction

No removal work will be permitted without approval from the engineer. Removal shall start as soon as the temporary lighting or permanent lighting, as applicable, is placed in approved operation. An inspection and approval by the engineer will take place before any associated proposed permanent or temporary lighting is approved for operation.

Any lighting unit damaged while removing, handling, storing, and re-installing shall be replaced or repaired by the contractor at no additional cost to the State.

Re-installation of the lighting units conforming to standard spec 657.3 and 659.3.

Dispose of all surplus materials off the project site.

D Measurement

The department will measure the Lighting Units Salvaged by each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-------------------------|------|
| SPV.0060.04 | Lighting Units Salvaged | EACH |

Payment is full compensation for removing, handling, and storing; for re-installing; and for providing all other materials required to re-install the salvaged lighting unit and lamp disposal.

50. 17x30x18 Composite Pull Boxes, Item SPV.0060.05.

A Description

This work shall consist of furnishing and installing electrical pull boxes according to standard spec 653, the plan details, and as herein provided.

B Material

Lighting pull boxes shall be a rectangular composite enclosure with sloping (flared) sides and nominal 17" wide x 30" long x 18" depth size as shown on the plans. The composite boxes shall be UL Listed, constructed of polymer concrete and reinforced by a heavy-weave fiberglass. The pull boxes shall be

rated for 15,000 lbs. over a 10" x 10" area at a temperature of -50°F (Tier 15 rating). The box shall be furnished with a cover having a "ELECTRIC" logo, skid resistant surface with a minimum coefficient of friction of .5 and concrete gray color. The cover fasteners shall be stainless steel captive 3/8-inch hex head bolts with stainless steel inserts.

Pull box manufacturer/model: Quazite PT style

C Construction

The pull boxes shall be set flush with the grade or pavement and installed on aggregate per plan details.

D Measurement

The department will measure 17x30x18 Composite Pull Boxes by each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-------------------------------|------|
| SPV.0060.05 | 17x30x18 Composite Pull Boxes | EACH |

Pull Boxes as measured above, is full compensation for furnishing and installing all materials, including pull box, crushed aggregate; for excavation, backfill, disposal of surplus materials; and for all labor, tools, equipment, and incidentals necessary to complete this item of work.

51. Luminares Utility LED C 3000K, Item SPV.0060.06.

A Description

This special provision describes furnishing and installing Luminares LED C with a color temperature of 3000K according to standard spec 659, and hereinafter provided.

B Materials

Conform to standard spec 659.2, with the exception that the color temperature shall be 3000K.

C Construction

Conform to standard spec 659.3.

D Measurement

The department will measure Luminares Utility LED C 3000 K as each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|-------------|-------------------------------|------|
| SPV.0060.06 | Luminares Utility LED C 3000K | EACH |

Payment will conform to standard spec 659.5(2) and 659.5(3).

52. Remove and Cap Existing Drainage Structure, Item SPV.0060.1000.

A Description

This item describes removing and capping an existing drainage structure conforming to standard spec 204, as shown on the plans, and as follows.

B Materials

Furnish grade A concrete and steel reinforcement conforming to standard spec 501 and 505.

C Construction

Excavate and backfill as conforming to standard spec 206. Use granular backfill material for backfilling.

Clean and remove all materials and debris deposited or lodged in the manhole due to the contractor's operations during construction.

D Measurement

The department will measure Remove and Cap Existing Drainage Storm Sewer Structure as each individual unit of work, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|--|------|
| SPV.0060.1000 | Remove and Cap Existing Drainage Structure | EACH |

Payment is full compensation for providing all materials, excavation; for sheeting and shoring; for backfilling; for control of water; for temporary support and protection of existing utilities; for removing sheeting and shoring; disposing of surplus material, and for cleaning out and restoring the work site.

SER-204-009 (20180504)

53. Pond Outlet Storm Sewer Structure, Item SPV.0060.1001.

A Description

Furnish and install pond outlet storm sewer structure. Furnish and install outlet storm sewer structure according to the pertinent provisions of standard spec 611, as shown on the plans and as hereinafter provided. Furnish and install trash rack on the outlet storm sewer structure. Furnish and install trash rack according to the pertinent provisions of standard spec 506 and 513, as shown on the plans and as hereinafter provided.

B Materials

Furnish manhole materials according to standard spec 611.

Furnish steel conforming to the requirements of standard spec 506.2.2.1. Furnish steel galvanized according to ASTM A123 and ASTM 1153 as applicable.

Trash rack shall be fabricated from structural steel shapes, flat bar and plates and shall be galvanized after fabrication. Shop drawings for the trash rack shall be submitted to the engineer for approval prior to fabricating the trash rack.

Furnish bolts, nuts and washers for the installation of the trash rack onto the outlet storm sewer structure. Bolts, nuts and washers according to standard spec 513.2.2.5.

C (Vacant)

D Measurement

The department will measure Pond Outlet Storm Sewer Structure as each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|-----------------------------------|------|
| SPV.0060.1001 | Pond Outlet Storm Sewer Structure | EACH |

Payment is full compensation for providing and placing all materials, including all masonry, steel and pipe connections, and other fittings; furnishing and installing trash rack; for furnishing all excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site.

54. Cleaning Pipe and Pipe Inverts, Item SPV.0060.1002.

A Description

This special provision describes cleaning pipes, clearing, grubbing, minor grading, and finishing existing ditch flow lines at the upstream or downstream inverts of storm sewer and culvert pipes to improve drainage as shown on the plans, according to the pertinent requirements of the standard specifications, and as hereinafter provided.

B (Vacant)

C Construction

Clean the existing culvert pipes as specified in standard spec 520.3.6. Remove sediment build up within the pipe, clear, grub, grade, and shape the ditch flow line as necessary to restore and allow unimpeded flow at inlet or outlet of each storm sewer or culvert pipe location. Clear and grub according to standard spec 201. Dispose of surplus material according to standard spec 205.3.12. Place topsoil, fertilizer, seed and mulch in all disturbed areas resulting from these construction activities where riprap is not placed.

D Measurement

The department will measure Cleaning Pipe and Pipe Inverts as each individual pipe invert, 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.0060.1002. | Cleaning Pipe and Pipe Inverts | EACH |

Payment is full compensation for cleaning the pipe, disposing of excess material, clearing the pipe of sediment, and all clearing, grubbing, excavating, grading, shaping, compacting, and restoring the ditch flow line; for furnishing and placing fill, topsoil, fertilizer, seed, and mulch.

55. Precast Concrete Parking Bumper, Item SPV.0060.1003.

A Description

This work shall consist of furnishing and installing precast concrete parking bumpers at locations shown on the plans and as hereinafter provided.

B Materials

The precast concrete parking bumper shall conform to the following dimensions: 8-foot length, trapezoidal shape with 8-inch base, 4-inch top and 6-inch minimum height or to a substantially equivalent design meeting the approval of the engineer. Two drainage openings shall be provided in each bumper. They shall be constructed of air-entrained concrete conforming to Grade A, A-FA, A-S, A-IS, or A-IP of standard spec 501 or equal.

C Construction

The precast concrete parking bumper shall be anchored to the surface by driving two ¾-inch by 18-inch steel rods into the pavement.

D Measurement

The department will measure Precast Concrete Parking Bumper as each individual unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|---------------------------------|------|
| SPV.0060.1003 | Precast Concrete Parking Bumper | EACH |

Precast Concrete Parking Bumper, measured as provided above, will be paid for at the contract unit price each, which price shall be full compensation for furnishing all materials, pins, concrete masonry, and reinforcement; and for installation.

56. Removing Cover Plates Left in Place, Item SPV.0060.2000.

A Description

This section describes removing steel cover plates placed and left in place on storm sewer structures under previous contracts.

B (Vacant)

C Construction

Excavate and carefully remove steel cover plates at locations shown on the plan or as directed by the engineer. Saw cuts may be required to remove cover plates. Do not damage storm sewer structures and pipes while removing cover plates.

D Measurement

The department will measure Removing Cover Plates Left in Place as each unit, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|-------------------------------------|------|
| SPV.0060.2000 | Removing Cover Plates Left in Place | EACH |

Payment is full compensation for excavating, sawcutting, and disposing of excavated material and cover plates. Temporary cover plates placed under this contract are paid under that bid item and no payment will be made for those removals as part of this bid item. Placing new frame and grate, adjusting and/or reconstructing inlets or manholes are paid under appropriate bid items. No additional payments will be made for replacing damaged storm sewer structures and pipes when removing cover plates.

57. State-Furnished Gates Decorative HAST Ground Mounted 12-Foot, Item SPV.0060.2001; State-Furnished Gates Decorative HAST Ground Mounted 30-Foot, Item SPV.0060.2002.

A Description

This special provision describes retrieving and installing State furnished decorative gates along the Hank Aaron State Trail (HAST) mounted on the ground according to the plans, the pertinent provisions of the standard specifications, and as hereinafter provided.

B Materials

B.1 General

The department will furnish decorative gates and components and shall be picked-up by the contractor from 935 S. 60th St., West Allis WI 53214-3362 at a mutually agreed upon time during normal state office hours. Contact Mitzi Dobersek at (414) 266-1150 or (262) 875-1252 to coordinate pick-up.

The contractor is responsible for visually inspecting decorative gates and components for defects and/or missing quantity prior to bidding.

Utilize only new materials meeting the requirements as shown on the plans and the applicable provisions of the standard specifications as follows:

- Caulk standard spec 502.2.9
- Structural Steel: standard spec 506.2.2
- Painting: standard spec 517.2 and 517.3
- Concrete standard spec 616.2.1
- Fabric Tie Wire standard spec 616.2.3.7

Galvanize steel corrugated foundation sleeves according to ASTM A 123.

Do not damage the painted surface during gate installation.

Use one of the qualified paint sources and products given below for repairs. An equivalent system may be used with the written approval of the engineer.

| Producer | Coat | Products | Dry Film Minimum Thickness (mils) | Minimum Time Between Coats (hours) |
|--|------|--|-----------------------------------|------------------------------------|
| Sherwin Williams 1051 Perimeter Drive, Suite 710 Schaumburg, IL 60173 (847) 330-1562 | Tie | Recoatable Epoxy Primer B67-5 Series/B67V5 | 2.0 to 4.0 | 6 |
| | Top | Acrolon 218 HS Polyurethane, B65-650 | 2.0 to 4.0 | NA |
| Carboline 350 Hanley Industrial St. Louis, MO 63144 (314) 644-1000 | Tie | Rustbond Penetrating Sealer FC | 1 | 36 |
| | Top | Carboline 133 LH | 4 | NA |
| Wasser Corporation 4118 B Place NW Suite B Auburn, WA 98001 | Tie | MC-Ferrox B 100 | 3.0 to 5.0 | 8 |
| | Top | MC-Luster 100 | 2.0 to 4.0 | NA |

B.3 Color

Match Federal Color 27038 – Black, for the finished color for the coating system for decorative gate.

C Construction

During construction the engineer will inspect the frame components. Obtain engineer acceptance of the product after the delivery is unloaded on the site. After the product is unloaded, signify in writing that the fence was received in acceptable condition per the engineer's inspection. Any damage to the fence panels after the acceptable delivery will be the responsibility of the contractor.

Minimize the number and size of touch-up spots during construction. Follow the manufacturer's recommendations for damaged area repairs. Final acceptance will not be granted without engineer approval of the field paint appearance.

During handling, protect finish coating from damage. If damaged during handling, the fencing may be rejected by the engineer. It is the contractor's responsibility to repair the finish according to the manufacturer's recommendations. Provide the engineer a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

Set ground mounted post as shown in the plans and according to standard spec 616.3.3.2.

Erect fence fabric according to standard spec 616.3.3.3.

D Measurement

The department will measure State-Furnished Gate Decorative HAST Ground Mounted by each gate, 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.0060.2001 | State-Furnished Gate Decorative HAST Ground Mounted 12-Foot | EACH |
| SPV.0060.2002 | State-Furnished Gate Decorative HAST Ground Mounted 30-Foot | EACH |

Payment is full compensation for retrieving and installing gate components, excavating or installing foundation post sleeves, concrete post foundations; and for repairing zinc coating or damaged areas.

58. Pavement Cleanup Project 1060-33-94, Item SPV.0075.1000.

A Description

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

B Materials

B.1 Pavement Cleanup

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

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

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

C Construction

C.1 Surveillance

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

C.2 Pavement Cleanup

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

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

- Swan Boulevard
- Discovery Parkway

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 1060-33-94) 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. 0075.1000 | Pavement Cleanup Project 1060-33-94 | 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)

59. Obstructions Foundation Drilling, Item SPV.0075.4210.

A Description

A.1 General

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

A.2 Definitions

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

B (Vacant)

C Construction

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

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

D Measurement

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

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

Only unknown (not identified in the plans), man-made subsurface obstructions, will be measured for payment. Work to clear and remove surface obstructions, known obstructions identified on the plans, and any natural deposits (rock, boulders, cobbles, nested cobbles and nested boulders) will not be measured separately for payment and shall be included in the applicable items for Concrete Masonry Soldier Pile Footings or Foundation Drilling Special.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|----------------------------------|------|
| SPV.0075.4210 | Obstructions Foundation Drilling | HRS |

Payment is full compensation for removal and disposal of unknown, man-made subsurface obstructions.

60. Seeding Mixture No. 30 Special, Item SPV.0085.1000.

A Description

This special provision describes furnishing and sowing special seed material on areas as shown on the plans, according to standard spec 630, and as hereinafter provided.

B Materials

Table 630-1 Highway Seed Mixtures

Add Seeding Mixture No. 30 Special species and proportions, in percent, as follows:

- Perennial Ryegrass (10%)
- Hard Fescue (15%)
- Red Fescue (25%)
- Salt Grass (20%)
- Tall Fescue (30%)

NOTE: No change to minimum purity and germination percentages in the table.

C Construction

630.3.3.5 Seeding Rates

630.3.3.5.1 Right-of-Way

- (1) Use the following sowing rate for seeds in pounds per 1,000 square feet:
- Seeding Mixture No. 30 Special at 4.6 pounds (~200 pounds per acre)

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|--------------------------------|------|
| SPV.0085.1000 | Seeding Mixture No. 30 Special | LB |

61. Pipe Underdrain 6-Inch Special, Item SPV.0090.0126.

A Description

This special provision describes providing necessary subsurface drainage by constructing trenches, placing the required geotextile fabric, installing the designated pipes or drainage devices, connecting the underdrain to receiving structures, providing cored connection holes, back-plastering and or mortaring connections to storm sewer structures (both on the external and internal sides of the receiving structure), providing and installing PVC or HDPE fittings, and caps or plugs ,for excavating, plowing, backfilling the trenches with the specified backfill material according to standard spec 310, 612 and 645, salvaging; disposing of surplus material; and restoring the work site as shown on the plans and details, and as hereinafter provided.

B Materials

B.1 Base Aggregate

Use only base aggregate open graded conforming to standard spec 310.2.

B.2 Geotextile Fabric

Utilize geotextile fabric consisting of Type DF Schedule A and conforming to standard spec 645.2.4. Completely wrap the installation trench with geotextile fabric.

C (Vacant)

D Measurement

The department will measure Pipe Underdrain 6-Inch Special by the linear foot, acceptably completed. The department will measure along the centerline of the pipe, center to center of junctions and fittings.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|--------------------------------|------|
| SPV.0090.0126 | Pipe Underdrain 6-Inch Special | LF |

Payment is full compensation for providing, handling, and placing all materials, including pipe, base aggregate open graded, geotextile fabric Type DF Schedule A, providing cored connections, making all necessary connections to the receiving structures, performing back-plastering and or mortaring of underdrain connections to storm sewer structures, providing and installing all fittings, and caps or plugs; for furnishing all excavating, plowing, and re-compacting, salvaging; disposing of surplus material; and restoring the work site.

62. Concrete Curb and Gutter Integral 67-Inch, Item SPV.0090.1000.

Construct Concrete Curb and Gutter Integral 67-Inch according to standard spec 601 and as the plans show.

**63. State-Furnished Fence Decorative HAST Wall Mounted, Item SPV.0090.4411;
State-Furnished Fence Decorative HAST Ground Mounted, Item SPV.0090.2000.**

A Description

This special provision describes retrieving and installing State furnished decorative fencing along the Hank Aaron State Trail (HAST) mounted on retaining walls or ground mounted according to the plans, the pertinent provisions of the standard specifications, and as hereinafter provided.

B Materials

B.1 General

The department will furnish decorative fence and components and shall be picked-up by the contractor from 935 S. 60th St., West Allis WI 53214-3362 at a mutually agreed upon time during normal State Office hours. Contact Mitzi Dobersek at (414) 266-1150 or (262) 875-1252 to coordinate pick-up.

The contractor is responsible for visually inspecting decorative fence and components for defects and/or missing quantity prior to bidding.

Utilize only new materials meeting the requirements as shown on the plans and the applicable provisions of the standard specifications as follows:

- Caulk standard spec 502.2.9
- Structural Steel: standard spec 506.2.2
- Painting: standard spec 517.2 and 517.3
- Foundation Sleeves standard spec 521.2
- Concrete standard spec 616.2.1
- Fabric Tie Wire standard spec 616.2.3.7
- Anchor Bolts per plans

Galvanize steel corrugated foundation sleeves according to ASTM A 123.

Place the vertical wires of the mesh on the inside face (pedestrian / traffic side) of the fence.

Use anchor bolts for anchoring decorative fencing to structures made of the material, size and style the plans show. Furnish them with regular hexagon nuts and standard flat washers. Use anchorage plates of structural carbon steel. Entirely hot-dip galvanize anchor bolts, anchorage plates, nuts and washers according to ASTM A153, class C supplemented by ASTM F2329. Use only nuts and anchor bolts manufactured with sufficient clearance to allow the nuts to run freely on the bolts after galvanizing.

B.2 Painting

Do not damage the painted surface during panel fence installation.

Use one of the qualified paint sources and products given below for repairs. An equivalent system may be used with the written approval of the engineer.

| Producer | Coat | Products | Dry Film Minimum Thickness (mils) | Minimum Time Between Coats (hours) |
|--|------|--|-----------------------------------|------------------------------------|
| Sherwin Williams 1051 Perimeter Drive, Suite 710 Schaumburg, IL 60173 (847) 330-1562 | Tie | Recoatable Epoxy Primer B67-5 Series/B67V5 | 2.0 to 4.0 | 6 |
| | Top | Acrolon 218 HS Polyurethane, B65-650 | 2.0 to 4.0 | NA |
| Carboline 350 Hanley Industrial St. Louis, MO 63144 (314) 644-1000 | Tie | Rustbond Penetrating Sealer FC | 1 | 36 |
| | Top | Carboline 133 LH | 4 | NA |
| Wasser Corporation 4118 B Place NW Suite B Auburn, WA 98001 | Tie | MC-Ferrox B 100 | 3.0 to 5.0 | 8 |
| | Top | MC-Luster 100 | 2.0 to 4.0 | NA |

B.3 Color

Match Federal Color 27038 – Black, for the finished color for the coating system for decorative fencing.

C Construction

During construction and at the time of delivery the engineer will inspect the frame components. Obtain engineer acceptance of the product after the delivery is unloaded on the site. After the product is unloaded, signify in writing that the fence was received in acceptable condition per the engineer's inspection. Any damage to the fence panels after the acceptable delivery will be the responsibility of the contractor.

Minimize the number and size of touch-up spots during construction. Follow the manufacturer's recommendations for damaged area repairs. Final acceptance will not be granted without engineer approval of the field paint appearance.

During handling, protect finish coating from damage. If damaged during handling, the fencing may be rejected by the engineer or engineer may direct the contractor to repair the finish according to the manufacturer's recommendations. Provide the engineer a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

For ground mounted fencing install foundation sleeves when shown on the plan or where the fence foundation is within the soil reinforced zone of adjacent mechanically stabilized earth (MSE) retaining walls. Coordinate and install fence post foundation sleeves during MSE wall construction.

Set ground mounted post as shown in the plans and according to standard spec 616.3.3.2.

Erect fence fabric according to standard spec 616.3.3.3.

D Measurement

The department will measure State-Furnished Fence Decorative HAST Wall Mounted and State-Furnished Fence Decorative HAST Ground Mounted by the linear foot, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|--|------|
| SPV.0090.4411 | State-Furnished Fence Decorative HAST Wall Mounted | LF |
| SPV.0090.2000 | State-Furnished Fence Decorative HAST Ground Mounted | LF |

Payment is full compensation for retrieving and installing fence components, excavating or installing foundation post sleeves, concrete post foundations; installing anchor bolts and anchor plates; repairing zinc coating or damaged areas.

64. Foundation Drilling Special, Item SPV.0090.4420.

A Description

A Description

Work under this item consists of drilling or otherwise excavating holes for the subsequent installation of soldier piles and construction of concrete masonry soldier pile footings. Perform work according to pertinent parts of the standard specifications, the plans, and these special provisions.

B (Vacant)

C Construction

C.1 General

The contractor is responsible for drilling or excavating and maintaining a stable open hole for subsequent installation of soldier piles and construction of concrete masonry soldier pile footings. The subsurface conditions vary across the project site and are not necessarily the same along the length of each retaining wall in the project. Anticipate the possibility of encountering randomly interlaced seams of loose, permeable sand or gravel of substantial thickness situated within glacial clays and till deposits; saturated soils; ground water; isolated cobbles or boulders; and nested cobbles and boulders at any concrete masonry soldier pile footing location when selecting equipment and methods for constructing the holes. Partial or full depth temporary casing, slurry or a combination thereof, may be required to maintain the stability of the excavated drill hole prior to placement of the soldier pile in the hole and filling the hole with concrete.

The contractor is strongly advised to obtain and review the Geotechnical Exploration and Foundation Evaluation Reports for the applicable retaining wall structure for which concrete masonry soldier pile footings are being constructed. See article "Geotechnical Investigation Information" in these special provisions for information on obtaining geotechnical reports.

Perform all work according to the rules and regulations of the local, state, and federal governing authorities having jurisdiction over the project site.

C.2 Installation Plan Submittal

Determine the proper means, methods, and procedure for accomplishing the work as specified herein and on the plans. Submit the proposed method for foundation drilling before beginning construction. If slurry is proposed to be used for excavation stabilization, the submitted installation plan must include all details related to use of slurry including:

- Type: Include slurry manufacture literature and mixing instructions.
- Equipment: Storage /mixing tanks, containment vessels, pumps, mixers, hoses, valves.
- Operations: Slurry mixing, pumping, containment, and recovery procedures.
- Quality Control: Slurry quality control procedures and testing during construction.

C.3 Excavation

Bore or otherwise excavate holes to the diameter and depth as shown on the plans. If necessary, use temporary casing, slurry or alternative methods during drilling methods to maintain a stable open hole. Do not leave excavated, uncased holes open overnight prior to filling with concrete. If bentonite or equivalent slurry is used to maintain an open hole, prevent spillage of the slurry onto adjacent roadways or into adjacent waterways. Locate the soldier pile holes to within the following tolerances:

| | |
|---------------------|---------------------------|
| Horizontal Location | 3 inch |
| Vertical Location | 1 inch |
| Vertical Alignment | 1/8 inch/ft |
| Hole Diameter | 30 inch; -0 inch; +2 inch |

Provide equipment for checking the dimensions and alignment of each shaft. Remove loose material from the bottom of the shaft. For holes drilled or excavated without slurry, no more than 3 inches of standing water is permitted in the bottom of the drilled hole prior to beginning soldier pile installation and immediately prior to placing concrete masonry in the hole around the soldier pile.

C.4 Obstructions

Obstructions are defined as man-made objects that when encountered, stop or significantly impede downward progress of the excavation to less than 12-inches for 60 minutes or longer using conventional excavation techniques or augers operating at normal power, torque and downward thrust. Obstructions include man-made objects and may include, but are not limited to old concrete foundations, piling, abandoned utilities or buried pavements. Obstructions are further classified as "known obstructions" which are identified on the plans, and "unknown obstructions" that may be encountered but are not identified on the plans.

Employ special tools and/or procedures as necessary when obstructions are encountered, and the contractor cannot advance the excavation more than 12-inches in 60 minutes using conventional rock augers fitted with teeth, drilling buckets, or under reaming tools operating at normal power, torque, and down thrust. Clear the obstructions in such a manner so as not to compromise the sidewall integrity or stability of the drilled, open hole. Special procedures and tools that may be required include, but are not limited to; chisels, breakers, core barrels, air hammer tools, and hand excavation. Other methods for obstruction removal such as temporary casing or hole diameter increase can be employed to aid in the removal if acceptable to the engineer. Blasting is not permitted.

Natural deposits, including boulders, cobbles, nested cobbles and other deposits may be encountered that impede the excavation to less than 12-inches for 60 minutes or longer as noted above for obstructions. Natural deposits, regardless of makeup, depth, configuration, and consistency are not classified as obstructions as defined in this special provision or in the special provision Obstructions Foundation Drilling included in this contract.

D Measurement

The department will measure Foundation Drilling Special by the linear foot, acceptably completed.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|-----------------------------|------|
| SPV.0090.4420 | Foundation Drilling Special | LF |

Payment is full compensation for drilling foundations; for drilling or otherwise excavating holes, clearing natural and known man-made obstructions, and for furnishing temporary casings, slurry or alternative hole stabilization methods.

Removal of unknown man-made subsurface obstructions for Foundation Drilling Special will be measured and paid for separately under the bid item, Obstructions Foundation Drilling included in the contract.

**65. Survey Project 1060-33-94, Item SPV.0105.1000;
Survey Project 1060-35-94, Item SPV.0105.1100;
Survey Project 1693-37-74, Item SPV.0105.1200.**

A Description

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

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

Replace standard spec 650.1 with the following:

This section describes the contractor-performed construction staking required under individual contract bid items to establish the horizontal and vertical position for all aspects of construction including:

- storm sewer
- subgrade
- base
- curb and gutter
- curb ramps
- pipe culverts
- drainage structures
- all retaining wall layout
- pavement
- pavement markings (temporary and permanent)
- freeway and local street lighting
- electrical installations
- FTMS
- paths
- utilities
- conduit
- landscaping elements
- installation of community sensitive design elements
- traffic control items
- fencing

B (Vacant)

C Construction

Add the following to standard spec 650.3.1 (5):

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

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

Replace standard spec 650.3.1(6) with the following:

- (6) Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. This includes:
- Raw data files
 - Digital stakeout reports
 - Control check reports
 - Supplemental control files (along with method used to establish coordinates and elevation)
 - Calibration report

Make the survey notes and computations available to the engineer within 24 hours as the work progresses unless a longer period is approved by the engineer.

Replace standard spec 650.3.3.1 with the following:

Under the Survey Project bid item, global positioning system (GPS) machine guidance for conventional subgrade staking on all or part of the work may be substituted. The engineer may require reverting to conventional subgrade staking methods for all or part of the work at any point during construction if the GPS machine guidance is producing unacceptable results.

Replace standard spec 650.3.3.4.1 with the following:

The department will provide the contractor staking packet as described in the Construction and Materials Manual (CMM) 7.10. At any time after the contract is awarded, the available survey and design information may be requested. The department will provide that information within 5 business days of receiving the contractor's request. The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

Add the following to standard spec 650.3.3.6.2 as paragraph four:

Record all subgrade elevation checks and submit a hard copy to the engineer within 24 hours or as requested by the engineer.

D Measurement

Replace standard spec 650.4 with the following:

- (1) The department will measure Survey Project (Project ID) as a separate single lump sum unit, acceptably completed.

E Payment

Replace standard spec 650.5 with the following:

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|---------------------------|------|
| SPV.0105.1000 | Survey Project 1060-33-94 | LS |
| SPV.0105.1100 | Survey Project 1060-35-94 | LS |
| SPV.0105.1200 | Survey Project 1693-37-74 | LS |

Payment is full compensation for performing all survey work required to lay out and construct all work under this contract and for adjusting stakes to ensure compatibility with existing field conditions. The department will not make final payment for this item until the contractor submits all survey notes and computations used to establish the required lines and grades to the engineer within 24 hours of completing this work. Re-staking due to construction disturbance and knock-outs will be performed at no additional cost to the department.

sef-650-005 (20180404)

66. **RRFB System Station 204+65BVWB right, Item SPV.0105.1001;**
RRFB System Station 204+50 BVWB median island left westbound, Item SPV.0105.1002;
RRFB System Station 204+50 BVWB median island left eastbound, Item SPV.0105.1003;
RRFB System Station 501+70 SE right, Item SPV.0105.1004;
RRFB System Station 300+50 SW right, Item SPV.0105.1005;
RRFB System Station 202+30 median island left Eastbound, Item SPV.0105.1006;
RRFB System Station 202+30 median island left westbound, Item SPV.0105.1007;
RRFB System Station 100+60 NW right, Item SPV.0105.1008.

A Description

This work shall consist of furnishing and installing to the department a solar powered Rectangular Rapid Flashing Beacon (RRFB) system consisting of multiple assemblies as described herein and as shown in the plans. Each assembly shall be solar powered and pedestrian activated. The assemblies shall be wirelessly controlled and multiple units shall be synchronized. This specification is according to requirements contained in FHWA interim approval 1A-21 dated March 20, 2018 for flashing requirements and beacon operation.

B Materials

Furnish a RRFB system with multiple assemblies. Each assembly may consist of, but not limited to, light indications, and electrical components (wiring, solid-state circuit boards, etc). An assembly may include the following items:

- (1) Light Indications
 - a. Each indication shall be a minimum size of approximately 7" wide x 3" high with 8 high power LEDs
 - b. Two indications shall be installed on an assembly facing in the direction of approaching vehicular traffic. The two indications shall be aligned horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7" measured from inside edge of one indication to inside edge of second indication.
 - c. A 6 LED indication shall be installed on an assembly facing in the direction of approaching pedestrian traffic to serve as a confirmation for the pedestrian that the system has been activated.
 - d. The outside edges of the two indications, including any housing, shall not protrude beyond the outside edges of the integral signage of the assembly.
 - e. The light intensity of the indications shall be certified to meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 Class 1(Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005 and be available upon request
 - f. Each indication shall be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque.
 - g. All exposed hardware shall be anti-vandal.
 - h. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.
 - i. To minimize excessive glare during nighttime conditions, an automatic signal dimming device should be used to reduce the brilliance of the RRFB indications during nighttime conditions.
- (2) Sign
 - a. All signs shall be supplied and installed under a separate bid item. However, the assemblies must be constructed to allow the appropriate space for the installation of the signs in the field.

- (3) Control Circuit and Beacon flashing requirements:
- a. The control circuit shall have the capability of independently flashing up to two independent outputs. The LED light outputs and flash pattern shall be FHWA approved and engineer programmed.
 - b. The controller shall be one of the following:
 - a. web enabled to allow for remote programming and system diagnostics. Including flash time, flash pattern and report system information, such as battery voltage, and temperature.
 - b. On-board user interface that provides system diagnostics and allows system setting change.
 - c. Approved equal.
 - c. The flashing output shall have 75 flashing sequences per minute During each 800 millisecond flashing sequence, the left and right RRFB indications shall operate using the following sequence:
 1. The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.
Both RRFB indications shall be dark for approximately 50 milliseconds.
 2. The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.
Both RRFB indications shall be dark for approximately 50 milliseconds.
 3. The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.
Both RRFB indications shall be dark for approximately 50 milliseconds.
 4. The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.
Both RRFB indications shall be dark for approximately 50 milliseconds.
 5. Both RRFB indications shall be illuminated for approximately 50 milliseconds.
Both RRFB indications shall be dark for approximately 50 milliseconds.
 6. Both RRFB indications shall be illuminated for approximately 50 milliseconds.
Both RRFB indications shall be dark for approximately 250 milliseconds.
 - d. Flash rates with the frequencies of 5 to 30 flashes/second shall not be used to avoid inducing seizures.
 - e. The control circuit shall be installed in an IP67 NEMA rated enclosure.
 - f. All circuit connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series, Carmanah RRFB or approved equal.
 - g. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.
- (4) Beacon Operation:
- a. The RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation at a predetermined time after the pedestrian actuation or, with passive detection, after the pedestrian clears the crosswalk.
 - b. All RRFB units associated with a given crosswalk (including those with an advance crossing sign, if used) shall, when actuated, simultaneously commence operation of their rapid-flashing indications and shall cease operation simultaneously.
 - c. If pedestrian pushbutton detectors (rather than passive detection) are used to actuate the RRFB indications, a Push Button to Turn on Warning Lights (R10-25) sign shall be installed explaining the purpose and use of the pedestrian pushbutton detector. See signing plan.

- d. The duration of a predetermined period of operation of the RRFBs following each actuation should be based on the procedures provided in Section 4E.06 of the 2009 MUTCD for the timing of pedestrian clearance times for pedestrian signals.
- e. The predetermined flash period shall be immediately initiated each and every time that a pedestrian pressing a pushbutton detector.
- f. A small pilot light may be installed integral to the RRFB or pedestrian pushbutton detector to give confirmation that the RRFB is in operation.

(5) Battery

- a. The Battery shall be a 12VDC Absorbed Glass Mat (AGM) sealed lead-acid, maintenance-free battery.
- b. The Battery shall be rated at 45AH minimum and shall conform to Battery Council International (BCI) specifications or battery system that is 14 Ah and is suitable for usage model and system autonomy requirements or approved equal.

All batteries shall be sealed in a plastic film to provide moisture and corrosion resistance.
- c. The Battery shall have a minimum operating temperature range of -76° to 140°F (-60° to 60°C).
- d. All battery connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series or approved equal.
- e. The Battery shall be solar-charged with a capacity up to 30 days of autonomy without sunlight, varying with ambient temperature and number of activations. Solar calculations shall be provided

(6) Wireless Radio

- a. Radio control shall operate on 900 MHz frequency hopping spread spectrum network or 2.4 GHz ISM band mesh network radio.
- b. Radio shall integrate with communication of RRFB system control circuit to activate light indications from pushbutton input.
- c. The Radio shall synchronize all of the remote light indications so they will turn on within 120 msec of each other and remain synchronized through-out the duration of the flashing cycle.
- d. Radio systems shall operate from 3.6 vdc to 15vdc
- e. The Radio unit shall have an LCD display to program flash time and communicate system information, such as battery voltage, battery temperature and solar charge level an onboard diagnostics.6. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.

(7) Pushbutton

- 1. The pushbutton shall be capable of continuous operation over a temperature range of -30 degrees F to 165 degrees F (-34 degrees C to 74 degrees C).
- 2. Pushbutton shall be ADA compliant.

(8) Solar Panel

- a. The Solar Panel shall provide a minimum of 10 watts and a maximum of 55 watts at peak total output or approved equal.
- b. The Solar Panel shall be affixed to an aluminum plate and bracket, a minimum angle of 45 degrees to allow for maximum solar collection and optimal battery strength or approved equal.
- c. The Solar Panel Assembly (panel, plate and bracket) shall be mounted on a pole cap mount or aluminum mounting bracket to allow for maximum solar collection and optimal battery strength or approved equal.

- d. The Solar Panel shall have a minimum operating temperature range of -40° to 185°F (-40° to 85°C).
- (9) Pedestal Shaft
- a. Shall meet the requirements as set forth in standard spec 657.2.4.
 - b. Shall be a standard 4.5" OD aluminum pedestal pole. Supplied with one end threaded for easy installation into a pedestal base.
 - c. Shall be a 13' Schedule 80 pipe raw aluminum
- (10) Pedestal Base
- a. Shall meet the requirements as set forth in standard spec 657.2.
 - b. The pedestal base shall be a cast aluminum pedestals mount on a concrete base attached by four internal anchor bolts imbedded in the base.
 - c. The Base shall have a large 8.5" square hand hole cover allowing access to the interior of the base.
- (11) Concrete Base
- a. Shall meet the requirements as set forth in standard spec 654.2., as applicable.
 - b. The concrete base shall be a Type 1 base (WisDOT bid item 654.0101) or approved equivalent.
 - c. incidental to RRFB
- (12) Anchor Bolts
- a. The anchor bolts shall be galvanized steel 1" x 42".
 - b. Set of 4 includes lock washer and nut.
 - c. incidental to RRFB

C Construction

The RRFB system will consist of multiple assemblies to be constructed by the contractor as shown on the plans.

D Measurement

The department will measure furnishing to the department a RRFB system as a lump sum, as shown on the plans, acceptably furnished and delivered.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|--|------|
| SPV.0105.1001 | RRFB System Station 204+65 BVWB right | LS |
| SPV.0105.1002 | RRFB System Station 204+50 BVWB median left WB | LS |
| SPV.0105.1003 | RRFB System Station 204+50 BVWB median left EB | LS |
| SPV.0105.1004 | RRFB System Station 501+70 SE right | LS |
| SPV.0105.1005 | RRFB System Station 300+50 SW right | LS |
| SPV.0105.1006 | RRFB System Station 202+30 median island left EB | LS |
| SPV.0105.1007 | RRFB System Station 202+30 median island left WB | LS |
| SPV.0105.1008 | RRFB System Station 100+60 NW right | LS |

Payment is full compensation for providing and installing a fully operational RRFB system consisting of multiple assemblies.

NOTE: The median splitter island RRFB's are back to back and on one pole with 2 RRFB's mounted on either side with one push button facing the sidewalk crossing.

67. **Wayfinder Post Assembly, Sign #1001, Item SPV.0105.1009;
Wayfinder Post Assembly, Sign #1002, Item SPV.0105.1010;
Wayfinder Post Assembly, Sign #1003, Item SPV.0105.1011.**

A Description

This special provision provides for wayfinder post assembly per detail in contract plan or approved equal. Mounting of sign to post assembly shall be according to details in contract plan.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Wayfinder Post Assembly for each individual special mounting, acceptably installed. Each sign is paid for separately under Signs type II reflective H (pay item 637.2210)

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|-------------------------------------|------|
| SPV.0105.1009 | Wayfinder Post Assembly, Sign #1001 | LS |
| SPV.0105.1010 | Wayfinder Post Assembly, Sign #1002 | LS |
| SPV.0105.1011 | Wayfinder Post Assembly, Sign #1003 | LS |

Payment is full compensation providing, hauling, and placing posts; for providing all materials, including hardware and anchors.

68. **Timber Lagging, Item SPV.0110.4600.**

A Description

Work under this item consists of furnishing, delivering, and installing all timber lagging for soldier pile and lagging walls. Perform work according to pertinent parts of the standard specifications, the plans, and these special provisions.

B Materials

Use materials that conform to lumber as specified in standard spec 507 except that preservative treatments according to standard spec 507.2.2.6 are not required and untreated lumber may be used. Use Douglas fir or Southern pine construction grade rough-cut lumber with a minimum thickness of 3-inches. Where necessary provide certification that the timber conforms to the grade, species, and other specified requirements.

C Construction

Place timber lagging from the top-down in sufficiently small lifts immediately after excavation to prevent erosion of materials into excavation. Before placing lagging, smooth the soil face to create a contact surface for the lagging. Backfill and compact large voids behind the lagging. Maintain a minimal gap between each vertically adjacent board for drainage between adjacent lagging sections. Never place lagging in tight contact to adjacent lagging.

D Measurement

The department will measure Timber Lagging by the 1000 foot board measure, 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.0110.4600 | Timber Lagging | MBM |

Payment is full compensation for furnishing, framing, and installing the timber lagging.

69. Geocomposite Drain Board, Item SPV.0165.4780.

A Description

This special provision describes supplying and installing prefabricated geocomposite drain board as indicated on the plans. Perform work according to pertinent provisions of the standard specifications, the plans, and as hereinafter provided.

B Materials

Use materials that conform to the following:

| Physical Properties | Test Method | Value |
|---|-------------------|----------------|
| Thickness | | 0.25 inch |
| Flow capacity, (at 3600 psi with I = 1) | ASTM D 4716 (mod) | 9 gpm/ft |
| Geotextile tensile strength | ASTM D 4632 | 100 lb |
| Compressive strength | ASTM D 1621 (mod) | 10,000 lbs/SF |
| Mullen burst | ASTM D 3786 | Min. 200 lb |
| Apparent opening size | ASTM D 4751 | 70 |
| Flow rate | ASTM D 4491 | Min 140 gpm/SF |

C Construction

Handle the prefabricated geocomposite drainage board in such a manner as to ensure the geocomposite is not damaged in any way. Take care during the placement of the geocomposite not to entrap dirt or excessive dust in the geocomposite that could cause clogging of the drainage system. Deliver, store, and handle the geocomposite according to manufacturer's recommendations. Place and secure geocomposite against the retaining wall back face as indicated on the plans with the fabric facing outward towards the backfill. Make seams and overlaps between adjacent boards according to the manufacturer's recommendations and specifications.

D Measurement

The department will measure Geocomposite Drain Board in area by the square foot, acceptably completed. The department will not pay for repairs to the geocomposite and will not pay for overlap of drain elements.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|--------------------------|------|
| SPV.0165.4780 | Geocomposite Drain Board | SF |

Payment is full compensation for furnishing, installing, and trimming all materials; and for furnishing all equipment and fasteners.

70. Topsoil Special, Item SPV.0180.1001.

A Description

This special provision section describes furnishing, placing, spreading, and finishing humus-bearing soil, adapted to sustain plant life, commonly known as topsoil, from locations the contractor furnishes beyond the limits of the right-of-way.

This special provision also describes removing topsoil from the sites of proposed roadway excavations and embankments in quantities and depths available and necessary to cover the work slopes. This work also includes reclamation, placing, spreading, and finishing of this topsoil.

B Materials

Topsoil Requirements Table

- pH Range: 6.0 (minimum) to 8.0 (maximum)

Add the following Section B.1:

B.1 Additional pH Topsoil Testing for Seeded Areas

- (1) Prior to seeding restoration work, Topsoil Special materials shall include additional pH values testing according to ASTM D4972 and AASHTO T289.
- (2) One pH test shall be taken for each 10,000 CY maximum. The engineer may direct added testing. Samples will be taken at random locations designated by the engineer.
- (3) The average of all test results will be used for acceptance. The pH test results shall be reported to the nearest 0.1 unit. Results shall be submitted for review and acceptance a minimum of three days prior to seeding restoration work.
- (4) If the tests for certification fail, the contractor shall provide a written plan for correction to the engineer.

C Construction

C.1 Preparing the Roadway for Topsoil

Undercut or underfill all areas designated to receive topsoil to a degree that if covered to the required depth with topsoil the finished work conforms to the required lines, grades, slopes and cross sections the plans and drawings show.

C.2 Processing Topsoil

Mow topsoil procurement areas to a height of approximately 6 inches. Remove litter such as brush, rock, and other materials that will interfere with subsequent vegetation establishment.

Strip off the humus-bearing soil. Take care to minimize removing the underlying sterile soil. Then stockpile the topsoil on the right-of-way or place it directly on the designated areas.

Obtain topsoil from embankment areas outside the roadway foundation only if that additional material is required to cover the slopes and conforms to the requirements of section B in this special provision. Use excess topsoil on the project or dispose of as specified in standard spec 205.3.12.

C.3 Placing Topsoil

After preparing and finishing the areas designated for topsoil to the required lines, grades, slopes and cross section, place and spread the topsoil to a uniform depth as the plans show or the contract requires. If no depth is shown, place and spread the topsoil to a minimum depth of 4 inches in rural areas and a minimum depth of 6 inches in urban areas, or as the engineer designates.

Break down all clods and lumps using appropriate equipment to provide a uniformly textured soil.

Where using either sod or seed mixture 40 ensure that, for the upper 2 inches, 100 percent of the material passes a 1-inch sieve and at least 90 percent passes the No. 10 sieve.

Remove rocks, twigs, foreign material, and clods that cannot be broken down. Dress the entire surface to present a uniform appearance. The engineer will not require rolling.

If light sandy soils are covered with heavier clay bearing loam topsoil, then mix or blend the 2 types of soils to a more or less homogeneous mixture by using the appropriate equipment.

D Measurement

The department will measure Topsoil Special acceptably completed by the square yard. The measured quantities shall equal the actual number of square yards of topsoiled area to the depth specified within the limits of construction designated on the plans, or in the contract, or as the engineer directs.

E Payment

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

| ITEM NUMBER | DESCRIPTION | UNIT |
|---------------|-----------------|------|
| SPV.0180.1001 | Topsoil Special | SY |

Payment for Topsoil Special is full compensation for removing, stockpiling, reclaiming, providing, processing, excavating, loading, hauling, and placing this material; and for undercutting excavations, or underfilling embankments necessary to receive this material. The department will make no allowance, adjustment, or measurement for payment under the Excavation bid items for undercutting cut sections, underfilling embankments, or deductions for materials obtained from areas of cut sections.

If an area is damaged by erosion after partial acceptance, the department will pay for restoring topsoil in these areas at a unit price determined by multiplying the contract unit price bid for Topsoil multiplied by 3, the department will pay for restoration under the Restoration Post Acceptance Topsoil administrative item.

The department will not pay for removing topsoil from outside the roadway foundation in embankment areas unless that material is necessary to cover the slopes.

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

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

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

I. BASIC CONCEPTS

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 5 (*number*) TrANS Graduate(s) be utilized on this contract.

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 4 (number) TrANS Apprentice(s) be utilized on this contract.

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

1. Description

- a. The federal DBE program requirements outlined in the Code of Federal Regulations at 49 CFR Part 26 apply to this Wisconsin Department of Transportation contract. WisDOT is a recipient of federal funds and this contract includes federal funds. United States Department of Transportation Federal DBE Program requires the following provisions:
 - (1) Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE regulations will be considered a material breach of contract. This is non-negotiable. If a contractor fails to carry out the DBE program and Title VI nondiscrimination requirements of its contracts, the following sanctions will be assessed depending upon the facts, reasoning, severity and remedial efforts of the contractor: termination of contract, withholding payment, assessment of monetary sanctions, assessment of liquidated damages and/or suspension/debarment proceedings that may result in the disqualification of the contractor from bidding for a designated period of time.
 - (2) The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the federal fund recipient's [DOT] written consent. Unless [WisDOT] consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- b. The Wisconsin Department of Transportation [WisDOT] is committed to the compliant administration of the DBE Program. Each WisDOT Secretary affirms this commitment with his/her signed assurance.
<https://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:
<https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

2. Definitions

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

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

3. DBE Percentage Required at Bid Submission

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

4. WisDOT Interpretation of Federal DBE Program Provision

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

a. Department's DBE Evaluation Process

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

b. Documentation Submittal

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

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

(1) **Bidder Meets DBE Goal**

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

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

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

c. **Bidder Fails to Submit Documentation**

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

5. Department's Criteria for Good Faith Effort

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

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

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

b. Prime Contractors should:

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

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

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

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

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

6. Use of Joint Checks

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

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

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

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

7. Bidder's Appeal Process

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

8. Department's Criteria for DBE Participation

Directory of DBE firms

- a. The only resource for DBE certified firms certified in the state of Wisconsin is the Wisconsin Unified Certification Program [UCP] DBE List. Wisconsin Department of Transportation maintains a current list of certified DBE firms titled Wisconsin UCP DBE Directory on the website at:
<https://wisconsin.gov/Documents/doing-business/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 <https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf>

12. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

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

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and documentation of the calculations used as the basis for the purchase agreement, subcontract or invoice.

WisDOT recognizes that the amount on the Attachment 'A' form may be more or less than the amount on the invoice. Please respond to the following questions and submit with your DBE Commitment Form.

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

13. Credit Evaluation for DBE Primes

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

14. Joint Venture

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

15. Mentor Protégé

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

16. DBE Replacement or Termination

Contractual Requirement

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

Contractor Considerations

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

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

The Request to Replace or Terminate a DBE

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

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

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

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

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

Evaluation and Response to the Request

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

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

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

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

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

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

18. Contract Modifications

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

19. Payment

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

APPENDIX A

Sample Contractor Solicitation Letter Page 1

This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

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

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

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx>

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 <https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx>

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor 's Contact Person

| |
|--------------|
| |
| Phone: _____ |
| Fax: _____ |
| Email: _____ |
| _____ |

DBE Contractor Contact Person

| |
|-------------|
| |
| Phone _____ |
| Fax _____ |
| Email _____ |
| _____ |

Please circle the jobs and items you will be quoting below

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

WORK DESCRIPTION:

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

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

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

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

APPENDIX B

BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

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

Primes

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

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

APPENDIX D

Good Faith Effort Evaluation Guidance

Excerpt from Appendix A of 49 CFR Part 26

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

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

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

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

Appendix E

Small Business Network [SBN] Overview

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

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

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

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

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

ADDITIONAL SPECIAL PROVISION 6
ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

107.17.1 General

Replace paragraph seven with the following effective with the December 2018 letting:

- (7) Have a professional engineer registered in the state of Wisconsin sign and seal the shop drawings. At least 30 calendar days before starting falsework, form, or shoring construction; submit a PDF file of shop drawings to the railroad's chief engineering officer and to the engineer. The engineer and the railroad may review the shop drawings. If the engineer or the railroad finds the shop drawings unsatisfactory, the contractor shall make the required changes. A satisfactory shop drawing review does not relieve the contractor of responsibility and liability for the structural integrity and proper functioning of the falsework, forms, or shoring.
-

109.1.1 General

Replace the entire text with the following effective with the January 2019 letting:

- (1) The engineer will use the US standard system to measure all work completed under the contract. The engineer will determine quantities of materials the contractor furnishes and work the contractor performs using measurement methods and computations conforming to standard engineering practice, modified to meet department requirements. The engineer will document these measurements using department procedures.
- (2) The engineer will measure the work as the contract measurement subsection for individual items specifies. The department will measure the actual quantities of work the contractor acceptably completes and make final payment based on those actual measured quantities except as follows:
 1. If the measurement subsection for a bid item specifically restricts the quantity measured for payment or allows for use of conversion factors.
 2. If the engineer executes a contract change order modifying the method of measurement for specific bid items, the engineer will measure the quantities of applicable bid items for payment using the change order methods.
 3. If the engineer, under 105.3.1(2), approves a contractor-requested plan dimension change between US standard and SI metric dimensions, the engineer will measure whichever of the following is less:
 - Actual quantities constructed.
 - Quantities derived from the original plan dimensions.
 4. For substitutions made under 106.2.3 between US standard and SI metric products, the engineer will measure the actual quantities of the substitute products using the original contract measuring system.

205.5.2 Excavation

Replace the entire text with the following effective with the April 2019 letting:

205.5.2.1 General

- (1) Payment for the Excavation bid items under this section is full compensation for work specified for those excavation classes under 205 with no separate contract bid items; for hauling; and for constructing and removing temporary drainage installations as specified under 205.3.3.
- (2) Payment also includes removing walls, foundations, etc. with no separate contract bid items; for disposal of resulting material; and for backfilling basements or openings resulting from removing walls, foundations, etc.

205.5.2.2 Associated Work

- (1) The department will pay separately for removing concrete structures under the 203 and 204 bid items.
- (2) The department will pay separately for granular backfill the contract or engineer requires under the Backfill Granular bid items.
- (3) The department will pay separately for erosion control, fertilizing, and seeding of material disposal sites as specified for material disposal sites in 628.5.1.
- (4) If the contract does not include the Excavation Rock bid item, the department will pay 5 times the contract bid price of the Excavation Common bid item to remove boulders having volumes of one cubic yard or more. The department will pay for these boulder removals under the Removing Large Boulders administrative item.

205.5.2.3 Excavation Below Subgrade**205.5.2.3.1 General**

- (1) The department will only pay for engineer-approved EBS to correct problems beyond the contractor's control.

205.5.2.3.2 Quantity Overruns

- (1) The department will provide additional compensation for EBS quantity overruns if the following conditions are met:
 - The quantity of engineer-approved EBS, calculated exclusive of work covered under 205.5.2.3.3 or 301.5, exceeds the total contract EBS quantity the earthwork summary sheet shows by more than 25 percent.
 - The material exceeding that 25 percent threshold cannot be disposed of within the project right-of-way.
- (2) The department will pay 2 times the contract unit price, up to \$25,000, for the quantity of EBS meeting the above conditions. After exceeding \$25,000 per contract, the department will pay for additional EBS as determined under 109.4.

205.5.2.3.3 Subgrade Correction

- (1) Work performed under 105.3 to correct unacceptable work is the contractor's responsibility. For EBS work performed where the engineer did not approve the subgrade for subsequent operations, the department will pay for EBS at the contract price under the pertinent excavation and backfill bid items, or absent those bid items as extra work. For EBS work performed where the engineer approved the underlying layers for subsequent operations, the department will pay for EBS as follows:
 1. Up to a maximum of \$25,000 per contract, the department will pay as follows:
 - 1.1 For excavation: 3 times the contract unit price for the Excavation Common bid item under the EBS Post Grading administrative item.
 - 1.2 For backfill with the materials the engineer directs: at the contract unit price for the bid items of each material used to fill the excavation.
 - 1.3 For excavation or backfill without contract bid items: as extra work.
 2. After exceeding \$25,000 per contract, the department will pay for additional EBS in engineer-approved areas as determined under 109.4.

305.2.1 General

Replace paragraph two with the following effective with the December 2018 letting:

- (2) Where the contract specifies or allows 1 1/4-inch base, do not place reclaimed asphalt, reprocessed material, or blended materials below virgin aggregate materials unless the contract specifies or the engineer allows in writing. The department will allow virgin aggregate above reclaimed asphalt, reprocessed material, or blended materials in shoulder areas adjacent to concrete pavement.
-

420.3.2.1 General

Replace paragraph one with the following effective with the December 2018 letting:

- (1) Use self-propelled grinding machines with depth, grade, and slope controls designed for grinding and texturing concrete. Equip grinding machines with diamond blades and a vacuuming system capable of removing liquid and solid residue from the ground surface. Shroud the machine to prevent discharging loosened material into adjacent work areas or live traffic lanes. Provide the specified effective wheelbase, defined as the center of the front to center of the rear main support wheels.
-

420.3.2.2 Continuous Grinding

Replace paragraph one with the following effective with the December 2018 letting:

- (1) Under the Continuous Diamond Grinding Concrete Pavement bid item, ensure that the grinding machine, including the grinding head, weighs 35,000 pounds or more, will grind a strip at least 4 feet wide, and has an effective wheel base of 25 feet or more. For pavements with a design speed less than 40 miles per hour and areas difficult to access, the contractor may use equipment with an effective wheel base of 12 feet or more.
-

450.3.2.8 Jointing

Replace paragraphs three through five with the following effective with the December 2018 letting:

- (3) Construct notched wedge longitudinal joints for mainline paving if the pavement thickness conforms to the minimums specified in 460.3.2, unless the engineer directs or allows an alternate joint. Construct the wedge using a slope no steeper than 3:1. Extend the wedge 12 inches beyond the normal lane width, or as the engineer directs. Ensure that the wedge for all layers directly overlaps and slopes in the same direction.
 - (4) Locate the joint at the pavement centerline for 2-lane roadways, or at lane lines if the roadway has more than 2 lanes. Construct a vertical notch 1/2-inch to 3/4-inch high on the centerline or lane line at the top of each wedge. Place a 1/2-inch to 3/4-inch notch at the outside bottom edge of the wedge after compacting each layer. Align the finished longitudinal joint line of the upper layer with the centerline or lane line.
 - (5) Construct the wedge for each layer using an engineer-approved strike-off device that will provide a uniform slope and will not restrict the main screed. Shape and compact the wedge with a weighted steel side roller wheel the same width as the wedge. Apply a tack coat to the wedge surface and both notches before placing the adjacent lane.
-

455.2.4.3 Emulsified Asphalts

Replace paragraph two with the following effective with the December 2018 letting:

- (2) The bill of lading for emulsified asphalts shall indicate the asphalt content of the original emulsion and dilution rate of the additional water added to the original emulsion. If undiluted samples are not available, test the diluted material and modify AASHTO M140, M208, or M316 to reflect properties resulting from dilution of the asphalt.

460.2.8.3.1.4 Department Verification Testing Requirements

Replace paragraph three with the following effective with the December 2018 letting:

- (3) The department will perform testing conforming to the following standards:

Bulk specific gravity (G_{mb}) of the compacted mixture according to AASHTO T166.

Maximum specific gravity (G_{mm}) according to AASHTO T209.

Air voids (V_a) by calculation according to AASHTO T269.

VMA by calculation according to AASHTO R35.

Asphalt content by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164, or Asphalt Analyzer™ according to manufacturer recommendations.

460.2.8.3.1.6 Acceptable Verification Parameters

Replace paragraph one with the following effective with the December 2018 letting:

- (1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:
- V_a is within a range of 2.0 to 4.3 percent. For SMA, V_a is within a range of 2.7 to 5.3 percent.
 - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.
 - Asphalt content is within minus 0.3 percent of the JMF.
-

460.2.8.3.1.7 Dispute Resolution

Replace paragraph one with the following effective with the December 2018 letting:

- (1) When QV test results do not meet the specified limits for 100 percent pay, the bureau's AASHTO accredited laboratory and certified personnel will referee test the retained portion of the QV sample and the retained portion of the required forward and backward QC retained samples according to CMM 8-36.

460.5.2.1 General

Replace paragraphs five and six with the following effective with the December 2018 letting:

- (5) The department will reduce pay for nonconforming QMP HMA mixtures as specified in 460.2.8.2.1.7, starting from the stop point to the point when the running average of 4 is back inside the warning limits. The engineer will determine the quantity of material subject to pay reduction based on the testing data and an inspection of the completed pavement. The department will reduce pay as follows:

| PAYMENT FOR MIXTURE^{[1] [2] [3]} | | |
|--|--|--|
| ITEM | PRODUCED WITHIN WARNING BANDS | PRODUCED OUTSIDE JMF LIMITS |
| Gradation | 90% | 75% |
| Asphalt Content ^[4] | — | — |
| Air Voids | 70% | 50% |
| VMA | 90% | 75% |

^[1] For projects or plants where the total production of each mixture design requires less than 4 tests refer to CMM 8-36.

^[2] Payment is in percent of the contract unit price for the HMA Pavement bid item. The department will reduce pay based on the nonconforming property with lowest percent pay. If the quantity of material subject to pay adjustment based on the running average of 4 is also subject to pay adjustment resulting from dispute resolution in accordance with 460.2.8.3.1.7, the department will apply the single pay adjustment resulting in the lowest percent pay.

^[3] In addition to any pay adjustment listed in the table above, the department will adjust pay for nonconforming binder under the Nonconforming QMP Asphaltic Material administrative item. The department will deduct 25 percent of the contract unit price of the HMA Pavement bid item per ton of pavement placed with nonconforming PG binder the engineer allows to remain in place.

^[4] The department will not adjust pay based on a running average of 4 asphalt content tests; however, corrective action will be applied to nonconforming material according to 460.2.8.2.1.7.

- (6) If during a QV dispute resolution investigation the department discovers unacceptable mixture defined by one or more of the following:
- Va greater than 5.0 or less than 1.5.
 - VMA more than 1.0 below the minimum allowed in table 460-1.
 - AC more than 0.5 % below the JMF target.

Remove and replace the material, or if the engineer allows the mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

501.3.8.2.1 General

Replace paragraph two with the following effective with the April 2019 letting:

- (2) If the concrete temperature at the point of placement exceeds 90 F, do not place concrete under the following structure and concrete barrier bid items:

| | |
|---|---|
| Concrete Masonry Bridges | Concrete Masonry Retaining Walls |
| Concrete Masonry Bridges HES | Concrete Masonry Retaining Walls HES |
| Concrete Masonry Culverts | Concrete Masonry Endwalls |
| Concrete Masonry Culverts HES | Concrete Masonry Overlay Decks |
| Concrete Barrier Single-Faced 32-Inch | Concrete Barrier (type) |
| Concrete Barrier Double-Faced 32-Inch | Concrete Barrier Fixed Object Protection (type) |
| Concrete Barrier Transition Section 32-Inch | Concrete Barrier Transition (type) |

506.3.2 Shop Drawings

Replace paragraph four with the following effective with the December 2018 letting:

- (4) Ensure that the fabricator submits a PDF file of shop drawings for railroad structures to the railroad company's chief engineering officer upon contract completion.

603.3.1.1 General

Replace paragraph three with the following effective with the April 2019 letting:

- (3) Cast permanent barrier and transitions in place. Use construction methods conforming to 502 and conform to the hot weather placement requirements of 501.3.8.2. Use forms or engineer-approved slip form methods for barrier. Use forms for transitions. Construct barrier on horizontal curves as a series of 12-foot or shorter chords.

646.3.1.2 Liquid Marking

Replace paragraph five with the following effective with the January 2019 letting:

- (5) Apply liquid marking and glass beads across the line at or exceeding the following:

| LIQUID MARKING | PAVEMENT TYPE | THICKNESS (mils) | BEAD APPLICATION (pounds per gallon) |
|----------------------|---------------------------------------|---------------------|---|
| Paint | all | 16 | 8 |
| Epoxy | SMA, seal coats, and polymer overlays | 25 | 25 |
| Epoxy | all other | 20 | 22.5 |
| Wet Reflective Epoxy | all | 20 | 18 |

646.3.2.3.2 Wet Reflective Epoxy

Replace paragraph five with the following effective with the January 2019 letting:

- (1) Apply wet reflective epoxy binder in a grooved slot. and provide a double drop bead system as follows:
- First: wet reflective/recoverable elements at the application rate specified for the product chosen from the department's APL.
 - Second: glass beads at the application rate specified in 646.3.1.2(5).

650.3.1 General

Replace the entire text with the following effective with the December 2018 letting:

- (1) Department and contractor responsibilities for construction staking are specified in 105.6. Conform to 105.6 and the additional requirements specified here in 650.3 for the individual contractor-staking bid items the contract includes.
- (2) Protect and preserve known property and survey marks and land monuments as specified in 107.11.3. The contract may require related work under the 621 bid items.
- (3) Obtain or calculate benchmark data, grades, and alignment from plan information. The engineer will furnish data for the horizontal and vertical control points, control point ties, horizontal alignments, profiles, and elevations. Reestablish, set additional, and maintain the horizontal and vertical control points and control point ties, as needed for bid items.
- (4) Check horizontal and vertical information including but not limited to alignments, locations, elevations, and dimensions, that either the plans show or the engineer provides, for compatibility with existing field conditions. Conduct similar compatibility checks and accuracy checks of horizontal and vertical positions either the department or the contractor establishes in the field.
- (5) Perform survey work using conventional methods, or AMG methods capable of achieving the lines and grades the plans show for the work in question. Establish additional benchmarks and control points as necessary to support the method of operation.

650.3.1.1 Staking

- (1) Furnish, set, reference, and maintain stakes and markings necessary to establish the alignment, location, benchmarks, elevations, and continuous profile-grades for road and structure work as needed for bid items. Supervise and coordinate construction staking.
- (2) Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. Make the survey notes and computations available to the engineer within 24 hours, upon request, as the work progresses.
- (3) Furnish surveying equipment, stakes, flags, pins, lath, whiskers, and other materials necessary to perform this work, subject to the engineer's approval.

650.3.1.2 Automated Machine Guidance**650.3.1.2.1 General**

- (1) The contractor may substitute AMG for conventional staking on all or part of the work under the individual staking bid items. Coordinate with the engineer throughout the course of construction to ensure that work performed using AMG conforms to the contract tolerances and that the methods employed conform to the contractor's AMG work plan and accepted industry standards. Revert to conventional staking methods for all or part of the work at any point during construction if AMG is producing unacceptable results.

650.3.1.2.2 AMG Work Plan

- (1) Submit a comprehensive written AMG work plan for department review at least 5 business days before the preconstruction conference. In that plan discuss how AMG technology will be integrated into other technologies employed on the project. List the staking bid items that will have work performed using AMG and, for each bid item listed, include the following:
 1. Designate which portions of the contract will be done using AMG and which portions will be done using conventional staking.
 2. Designate a single staff person as the primary contact for AMG technology issues.
 3. List and map the primary and secondary control points required under 105.6.2 enveloping the site.
 4. Describe the contractor's quality control procedures. Include the frequency and type of checks performed to ensure that the work conforms to the contract plans.
- (2) The engineer will review the plan to determine if it conforms to the contract. Do not perform AMG work until the engineer approves the governing portion of the AMG workplan. Perform the work as the contractor's AMG work plan provides. Update the plan as necessary.

650.3.1.2.3 Geometric and Surface Information**650.3.1.2.3.1 Department Responsibilities**

- (1) At any time after the contract is awarded the contractor may request the contractor data packet. The department will provide the packet within 5 business days of receiving the contractor's request.

650.3.1.2.3.2 Contractor Responsibilities

- (1) Develop and maintain a contractor construction model for areas of the project employing AMG. Confirm that the resulting model agrees with the contract plans.
- (2) If the engineer requests, provide the construction model to the department in LandXML or other engineer-approved format.

650.3.1.2.4 Managing and Updating Information

- (1) Notify the department of any errors or discrepancies in department-provided information. The department will determine what revisions may be required. The department will revise the contract plans, if necessary, to address errors or discrepancies that the contractor identifies. The department will provide the best available information related to those contract plan revisions.
- (2) Revise the construction model as required to support construction operations and to reflect any contract plan revisions the department makes. Perform checks to confirm that the revised construction model agrees with the contract plan revisions. If the engineer requests, provide construction model updates to the engineer. The department will pay for costs incurred to incorporate contract plan revisions as extra work.

650.3.1.2.5 Construction Checks

- (1) Check the work against the plan elevation at randomly selected points on cross-sections located at stations evenly divisible by 100 at the frequency the engineer approved as a part of the AMG work plan. Submit the results of these random checks to the engineer daily. Notify the engineer immediately if a check exceeds the tolerances specified in 650.3.1.2.6 below.
- (2) Check the work at additional points as the engineer directs. The department may conduct periodic independent checks.

650.3.1.2.6 Construction Tolerances

- (1) Ensure that the finished work vertically matches existing or other completed features. Ensure that the work conforms to revised plan elevations as follows:
 - Subgrade : +/- 0.10 feet.
 - Base : within the tolerance specified in 301.3.4.1(2).

650.3.3 Subgrade

Retitle and replace the entire text with the following effective with the December 2018 letting:

650.3.3 Subgrade Staking

- (1) Set construction stakes or marks at intervals of 100 feet, or more frequently, for rural sections and at intervals of 50 feet, or more frequently, for urban sections. Include additional stakes at each cross-section as necessary to match the plan cross-section, achieve the required accuracy, and to support construction operations. Also set and maintain stakes as necessary to establish the horizontal and vertical positions of intersecting road radii, auxiliary lanes, horizontal and vertical curves, and curve transitions. Locate stakes to within 0.25 feet horizontally and establish the grade elevation to within 0.03 feet vertically.

Errata

520.3.3 Laying Pipe

Correct errata by replacing "sections" with "joints" to clarify the intent that the last 3 joints need ties.

- (5) Provide joint ties on the upstream and downstream ends of circular and horizontal elliptical concrete culvert and concrete cattle pass installations. Tie the next 3 pipe joints or, if using apron endwalls, the endwall joint and the last 2 pipe joints. Ties are not required on culverts with masonry endwalls unless the plans show otherwise.
-

608.3.3 Laying Pipe

Correct errata by replacing "sections" with "joints" to clarify the intent that the last 3 joints need ties.

- (5) Provide joint ties on concrete storm sewer system infall and outfall pipes. Tie the last 3 pipe joints or, if using apron endwalls, the endwall joint and the next 2 pipe joints. Ties are not required on installations with masonry endwalls unless the plans show otherwise.

ADDITIONAL SPECIAL PROVISION 7

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

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

(2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data 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 their submittals. 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 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/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

<https://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.

<https://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:

<https://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>

Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) Agreement Clauses. "Use of United States-flag vessels:"

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID**

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

<https://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: WI190010 02/22/2019 WI10

Superseded General Decision Number: WI20180010

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 \$10.60 for calendar year 2019 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 \$10.60 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 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/04/2019 |
| 1 | 02/22/2019 |

BRWI0001-002 06/01/2018

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND VERNON COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 33.06 | 22.65 |
| ----- | | |
| BRWI0002-002 06/01/2018 | | |

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 38.87 | 21.26 |
| ----- | | |
| BRWI0002-005 06/01/2018 | | |

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,

FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 35.39 | 21.46 |
| ----- | | |
| BRWI0003-002 06/01/2018 | | |

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 33.44 | 22.27 |
| ----- | | |
| BRWI0004-002 06/01/2018 | | |

KENOSHA, RACINE, AND WALWORTH COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 37.66 | 23.35 |
| ----- | | |
| BRWI0006-002 06/01/2018 | | |

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 34.30 | 21.41 |
| ----- | | |
| BRWI0007-002 06/01/2018 | | |

GREEN, LAFAYETTE, AND ROCK COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 34.82 | 22.59 |
| ----- | | |
| BRWI0008-002 06/01/2018 | | |

MILWAUKEE, OZAUCKEE, WASHINGTON, AND WAUKESHA COUNTIES

| | Rates | Fringes |
|---------------------------|----------|---------|
| BRICKLAYER..... | \$ 38.03 | 22.55 |
| ----- | | |
| * BRWI0011-002 06/01/2018 | | |

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 33.44 | 22.27 |
| ----- | | |
| BRWI0019-002 06/01/2018 | | |

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 32.97 | 22.74 |

BRWI0034-002 06/01/2018

COLUMBIA AND SAUK COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 34.80 | 22.61 |

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..... | \$ 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, OZAUCKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

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

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 36.15 | 20.43 |

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 06/04/2018

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
CROIX, SAWYER, TAYLOR, TREMPPEALEAU, VERNON, AND WASHBURN
COUNTIES

| | Rates | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 34.21 | 20.46 |

ELEC0014-007 06/05/2018

REMAINING COUNTIES

| | Rates | Fringes |
|---------------------------|----------|---------|
| Teledata System Installer | | |
| Installer/Technician..... | \$ 26.25 | 13.92 |

Low voltage construction, installation, maintenance and
removal of teledata facilities (voice, data, and video)
including outside plant, telephone and data inside wire,
interconnect, terminal equipment, central offices, PABX,
fiber optic cable and equipment, micro waves, V-SAT,
bypass, CATV, WAN (wide area networks), LAN (local area
networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2017

KENOSHA COUNTY

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

ELEC0158-002 06/04/2018

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:..... | \$ 32.50 | 19.68 |

ELEC0159-003 06/01/2018

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:..... | \$ 39.04 | 21.56 |

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 05/16/2018

DOUGLAS COUNTY

| | Rates | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 36.85 | 26.17 |

ELEC0388-002 06/03/2018

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:..... | \$ 32.55 | 19.02 |

* ELEC0430-002 01/01/2019

RACINE COUNTY (Except Burlington Township)

| | Rates | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 38.78 | 21.59 |

ELEC0494-005 06/01/2018

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| Electricians:..... | \$ 39.31 | 24.69 |
| ----- | | |
| ELEC0494-006 06/01/2018 | | |

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| Electricians:..... | \$ 33.40 | 22.08 |
| ----- | | |
| ELEC0494-013 06/01/2018 | | |

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..... | \$ 19.56 | 15.78 |
| Technician..... | \$ 28.99 | 16.25 |

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2018

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:..... | \$ 32.18 | 18.59 |
| ----- | | |
| ELEC0890-003 06/01/2018 | | |

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| Electricians:..... | \$ 34.15 | 19.63 |
| ----- | | |
| 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 06/04/2018 | | |

| | Rates | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator | | |
| Group 1..... | \$ 40.72 | 22.10 |
| Group 2..... | \$ 40.22 | 22.10 |
| Group 3..... | \$ 39.72 | 22.10 |
| Group 4..... | \$ 39.46 | 22.10 |
| Group 5..... | \$ 39.17 | 22.10 |
| Group 6..... | \$ 33.27 | 22.10 |

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour

EPA Level "B" protection - \$2.00 per hour

EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin

engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender.

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2017

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

| | Rates | Fringes |
|---|----------|---------|
| IRONWORKER..... | \$ 31.24 | 26.97 |
| Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day. | | |

IRON0008-003 06/01/2017

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| IRONWORKER..... | \$ 33.19 | 26.97 |
| Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day. | | |

IRON0383-001 06/01/2017

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 34.50 | 23.82 |

IRON0498-005 06/01/2016

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 36.29 | 30.77 |

IRON0512-008 05/01/2017

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEALEAU
COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 36.50 | 26.45 |

IRON0512-021 05/01/2017

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 32.04 | 26.45 |

LABO0113-002 06/04/2018

MILWAUKEE AND WAUKESHA COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| Group 1..... | \$ 27.88 | 21.76 |
| Group 2..... | \$ 28.03 | 21.76 |
| Group 3..... | \$ 28.23 | 21.76 |
| Group 4..... | \$ 28.38 | 21.76 |
| Group 5..... | \$ 28.53 | 21.76 |
| Group 6..... | \$ 24.37 | 21.76 |

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/04/2018

OZAUKEE AND WASHINGTON COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| Group 1..... | \$ 27.13 | 21.76 |
| Group 2..... | \$ 27.23 | 21.76 |
| Group 3..... | \$ 27.28 | 21.76 |
| Group 4..... | \$ 27.48 | 21.76 |
| Group 5..... | \$ 27.33 | 21.76 |
| Group 6..... | \$ 24.22 | 21.76 |

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/04/2018

KENOSHA AND RACINE COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| Group 1..... | \$ 26.94 | 21.76 |
| Group 2..... | \$ 27.09 | 21.76 |
| Group 3..... | \$ 27.29 | 21.76 |
| Group 4..... | \$ 27.26 | 21.76 |
| Group 5..... | \$ 27.59 | 21.76 |
| Group 6..... | \$ 24.08 | 21.76 |

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler;

Bituminous worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/04/2018

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,
RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.
CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN,
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| Group 1..... | \$ 31.80 | 17.20 |
| Group 2..... | \$ 31.90 | 17.20 |
| Group 3..... | \$ 31.95 | 17.20 |
| Group 4..... | \$ 32.15 | 17.20 |
| Group 5..... | \$ 32.00 | 17.20 |
| Group 6..... | \$ 28.43 | 17.20 |

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator, Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LABO0464-003 06/04/2018

DANE COUNTY

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| Group 1..... | \$ 32.08 | 17..20 |
| Group 2..... | \$ 32.18 | 17..20 |
| Group 3..... | \$ 32.23 | 17..20 |
| Group 4..... | \$ 32.43 | 17..20 |
| Group 5..... | \$ 32.28 | 17..20 |
| Group 6..... | \$ 28.43 | 17..20 |

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Painters: | | |
| New: | | |
| Brush, Roller..... | \$ 30.33 | 17.27 |
| Spray, Sandblast, Steel.... | \$ 30.93 | 17.27 |
| Repaint: | | |
| Brush, Roller..... | \$ 28.83 | 17.27 |
| Spray, Sandblast, Steel.... | \$ 29.43 | 17.27 |

PAIN0108-002 06/01/2017

RACINE COUNTY

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

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 24.11 | 12.15 |

PAIN0259-004 05/01/2015

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

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

PAIN0781-002 06/01/2018

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

| | Rates | Fringes |
|------------------------|----------|---------|
| Painters: | | |
| Bridge..... | \$ 31.60 | 23.51 |
| Brush..... | \$ 31.55 | 23.51 |
| Spray & Sandblast..... | \$ 32.30 | 23.51 |

PAIN0802-002 06/01/2017

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

| | Rates | Fringes |
|------------|----------|---------|
| PAINTER | | |
| Brush..... | \$ 28.25 | 17.72 |

PREMIUM PAY:
 Structural Steel, Spray, Bridges = \$1.00 additional per
 hour.

PAIN0802-003 06/01/2017

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| PAINTER..... | \$ 24.89 | 12.05 |

PAIN0934-001 06/01/2017

KENOSHA AND WALWORTH COUNTIES

| | Rates | Fringes |
|-----------------------|----------|---------|
| Painters: | | |
| Brush..... | \$ 33.74 | 18.95 |
| Spray..... | \$ 34.74 | 18.95 |
| Structural Steel..... | \$ 33.89 | 18.95 |

PAIN1011-002 06/01/2017

FLORENCE COUNTY

| | Rates | Fringes |
|-------------------------|----------|---------|
| Painters:..... | \$ 24.86 | 12.23 |
| ----- | | |
| PLAS0599-010 06/01/2017 | | |

| | Rates | Fringes |
|--------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER | | |
| Area 1..... | \$ 39.46 | 17.17 |
| Area 2 (BAC)..... | \$ 35.07 | 19.75 |
| Area 3..... | \$ 35.61 | 19.40 |
| Area 4..... | \$ 34.70 | 20.51 |
| Area 5..... | \$ 36.27 | 18.73 |
| Area 6..... | \$ 32.02 | 22.99 |

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2018

| | Rates | Fringes |
|--------------------------|----------|---------|
| TRUCK DRIVER | | |
| 1 & 2 Axles..... | \$ 28.12 | 21.20 |
| 3 or more Axles; Euclids | | |
| Dumptor & Articulated, | | |
| Truck Mechanic..... | \$ 28.27 | 21.20 |
| ----- | | |
| WELL DRILLER..... | \$ 16.52 | 3.70 |
| ----- | | |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

August 2018

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.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



Proposal Schedule of Items

Page 1 of 14

Proposal ID: 20190521051 Project(s): 1060-33-94, 1060-35-94, 1693-37-74
Federal ID(s): WISC 2019219, N/A, WISC 2019433

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0002 | 201.0105 Clearing | 14.000 STA | _____. | _____. |
| 0004 | 201.0205 Grubbing | 14.000 STA | _____. | _____. |
| 0006 | 204.0100 Removing Pavement | 9,622.000 SY | _____. | _____. |
| 0008 | 204.0150 Removing Curb & Gutter | 2,665.000 LF | _____. | _____. |
| 0010 | 204.0155 Removing Concrete Sidewalk | 274.000 SY | _____. | _____. |
| 0012 | 204.0195 Removing Concrete Bases | 20.000 EACH | _____. | _____. |
| 0014 | 204.0220 Removing Inlets | 10.000 EACH | _____. | _____. |
| 0016 | 204.0245 Removing Storm Sewer (size) 01. 15-Inch | 76.000 LF | _____. | _____. |
| 0018 | 204.0245 Removing Storm Sewer (size) 02. 18-Inch | 215.000 LF | _____. | _____. |
| 0020 | 204.9090.S Removing (item description) 0001. Removing Concrete Barrier Temporary Precast | 100.000 LF | _____. | _____. |
| 0022 | 205.0100 Excavation Common | 29,914.000 CY | _____. | _____. |
| 0024 | 206.3000 Excavation for Structures Retaining Walls (structure) 0006. R-40-631 | LS | LUMP SUM | _____. |
| 0026 | 206.3000 Excavation for Structures Retaining Walls (structure) 0007. R-40-655 | LS | LUMP SUM | _____. |
| 0028 | 208.0100 Borrow | 13,127.000 CY | _____. | _____. |
| 0030 | 213.0100 Finishing Roadway (project) 01. 1060-33-94 | 1.000 EACH | _____. | _____. |



Proposal Schedule of Items

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Proposal ID: 20190521051 Project(s): 1060-33-94, 1060-35-94, 1693-37-74
Federal ID(s): WISC 2019219, N/A, WISC 2019433

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 | 213.0100 Finishing Roadway (project) 02. 1060-35-94 | 1.000 EACH | _____. | _____. |
| 0034 | 213.0100 Finishing Roadway (project) 03. 1693-37-74 | 1.000 EACH | _____. | _____. |
| 0036 | 305.0120 Base Aggregate Dense 1 1/4-Inch | 16,497.000 TON | _____. | _____. |
| 0038 | 312.0110 Select Crushed Material | 16,684.000 TON | _____. | _____. |
| 0040 | 405.0100 Coloring Concrete WisDOT Red | 132.000 CY | _____. | _____. |
| 0042 | 415.0080 Concrete Pavement 8-Inch | 252.000 SY | _____. | _____. |
| 0044 | 416.0512 Concrete Truck Apron 12-Inch | 372.000 SY | _____. | _____. |
| 0046 | 416.0610 Drilled Tie Bars | 153.000 EACH | _____. | _____. |
| 0048 | 416.0620 Drilled Dowel Bars | 149.000 EACH | _____. | _____. |
| 0050 | 455.0605 Tack Coat | 1,764.000 GAL | _____. | _____. |
| 0052 | 460.2000 Incentive Density HMA Pavement | 3,450.000 DOL | 1.00000 | 3,450.00 |
| 0054 | 460.5223 HMA Pavement 3 LT 58-28 S | 3,118.000 TON | _____. | _____. |
| 0056 | 460.5224 HMA Pavement 4 LT 58-28 S | 2,259.000 TON | _____. | _____. |
| 0058 | 465.0105 Asphaltic Surface | 739.000 TON | _____. | _____. |
| 0060 | 504.0500 Concrete Masonry Retaining Walls | 114.000 CY | _____. | _____. |
| 0062 | 505.0600 Bar Steel Reinforcement HS Coated Structures | 11,655.000 LB | _____. | _____. |



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Proposal ID: 20190521051 Project(s): 1060-33-94, 1060-35-94, 1693-37-74
Federal ID(s): WISC 2019219, N/A, WISC 2019433

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0064 | 506.0605 Structural Steel HS | 78,960.000 LB | _____. | _____. |
| 0066 | 506.3010 Welded Stud Shear Connectors 7/8x5-Inch | 406.000 EACH | _____. | _____. |
| 0068 | 513.2001 Railing Pipe | 47.000 LF | _____. | _____. |
| 0070 | 516.0500 Rubberized Membrane Waterproofing | 2.000 SY | _____. | _____. |
| 0072 | 517.0600 Painting Epoxy System (structure) 0005. R-40-631 | LS | LUMP SUM | _____. |
| 0074 | 517.0600 Painting Epoxy System (structure) 0006. R-40-655 | LS | LUMP SUM | _____. |
| 0076 | 517.1010.S Concrete Staining (structure) 0109. R-40-631 | 1,690.000 SF | _____. | _____. |
| 0078 | 517.1010.S Concrete Staining (structure) 0110. R-40-655 | 1,205.000 SF | _____. | _____. |
| 0080 | 517.1050.S Architectural Surface Treatment (structure) 0032. R-40-631 | 1,485.000 SF | _____. | _____. |
| 0082 | 517.1050.S Architectural Surface Treatment (structure) 0033. R-40-655 | 1,040.000 SF | _____. | _____. |
| 0084 | 520.1012 Apron Endwalls for Culvert Pipe 12-Inch | 3.000 EACH | _____. | _____. |
| 0086 | 520.1015 Apron Endwalls for Culvert Pipe 15-Inch | 2.000 EACH | _____. | _____. |
| 0088 | 520.3512 Culvert Pipe Class III-B 12-Inch | 168.000 LF | _____. | _____. |
| 0090 | 520.3515 Culvert Pipe Class III-B 15-Inch | 47.000 LF | _____. | _____. |
| 0092 | 520.8000 Concrete Collars for Pipe | 8.000 EACH | _____. | _____. |



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Proposal ID: 20190521051 Project(s): 1060-33-94, 1060-35-94, 1693-37-74

Federal ID(s): WISC 2019219, N/A, WISC 2019433

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0094 | 522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch | 3.000 EACH | _____. | _____. |
| 0096 | 522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch | 2.000 EACH | _____. | _____. |
| 0098 | 522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch | 1.000 EACH | _____. | _____. |
| 0100 | 522.2634 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 34x53-Inch | 1.000 EACH | _____. | _____. |
| 0102 | 601.0331 Concrete Curb & Gutter 31-Inch | 3,092.000 LF | _____. | _____. |
| 0104 | 601.0405 Concrete Curb & Gutter 18-Inch Type A | 264.000 LF | _____. | _____. |
| 0106 | 601.0582 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type T | 346.000 LF | _____. | _____. |
| 0108 | 601.0600 Concrete Curb Pedestrian | 198.000 LF | _____. | _____. |
| 0110 | 602.0410 Concrete Sidewalk 5-Inch | 36,447.000 SF | _____. | _____. |
| 0112 | 602.0515 Curb Ramp Detectable Warning Field Natural Patina | 272.000 SF | _____. | _____. |
| 0114 | 606.0200 Riprap Medium | 27.000 CY | _____. | _____. |
| 0116 | 608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch | 727.000 LF | _____. | _____. |
| 0118 | 608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch | 635.000 LF | _____. | _____. |
| 0120 | 608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch | 17.000 LF | _____. | _____. |



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Proposal ID: 20190521051 Project(s): 1060-33-94, 1060-35-94, 1693-37-74

Federal ID(s): WISC 2019219, N/A, WISC 2019433

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0122 | 608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch | 104.000 LF | _____. | _____. |
| 0124 | 608.2334 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 34x53-Inch | 123.000 LF | _____. | _____. |
| 0126 | 611.0420 Reconstructing Manholes | 1.000 EACH | _____. | _____. |
| 0128 | 611.0535 Manhole Covers Type J-Special | 3.000 EACH | _____. | _____. |
| 0130 | 611.0624 Inlet Covers Type H | 31.000 EACH | _____. | _____. |
| 0132 | 611.0642 Inlet Covers Type MS | 5.000 EACH | _____. | _____. |
| 0134 | 611.0652 Inlet Covers Type T | 2.000 EACH | _____. | _____. |
| 0136 | 611.0663 Inlet Covers Type X | 1.000 EACH | _____. | _____. |
| 0138 | 611.2005 Manholes 5-FT Diameter | 2.000 EACH | _____. | _____. |
| 0140 | 611.2006 Manholes 6-FT Diameter | 2.000 EACH | _____. | _____. |
| 0142 | 611.2007 Manholes 7-FT Diameter | 2.000 EACH | _____. | _____. |
| 0144 | 611.3004 Inlets 4-FT Diameter | 12.000 EACH | _____. | _____. |
| 0146 | 611.3230 Inlets 2x3-FT | 17.000 EACH | _____. | _____. |
| 0148 | 611.3901 Inlets Median 1 Grate | 1.000 EACH | _____. | _____. |
| 0150 | 611.3902 Inlets Median 2 Grate | 2.000 EACH | _____. | _____. |
| 0152 | 611.8115 Adjusting Inlet Covers | 3.000 EACH | _____. | _____. |



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Proposal ID: 20190521051 Project(s): 1060-33-94, 1060-35-94, 1693-37-74
Federal ID(s): WISC 2019219, N/A, WISC 2019433

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0154 | 611.9800.S Pipe Grates | 7.000 EACH | _____. | _____. |
| 0156 | 612.0206 Pipe Underdrain Unperforated 6-Inch | 65.000 LF | _____. | _____. |
| 0158 | 616.0700.S Fence Safety | 500.000 LF | _____. | _____. |
| 0160 | 619.1000 Mobilization | 1.000 EACH | _____. | _____. |
| 0162 | 620.0300 Concrete Median Sloped Nose | 554.000 SF | _____. | _____. |
| 0164 | 623.0200 Dust Control Surface Treatment | 23,212.000 SY | _____. | _____. |
| 0166 | 624.0100 Water | 321.000 MGAL | _____. | _____. |
| 0168 | 627.0200 Mulching | 17,666.000 SY | _____. | _____. |
| 0170 | 628.1504 Silt Fence | 3,614.000 LF | _____. | _____. |
| 0172 | 628.1520 Silt Fence Maintenance | 3,614.000 LF | _____. | _____. |
| 0174 | 628.1905 Mobilizations Erosion Control | 5.000 EACH | _____. | _____. |
| 0176 | 628.1910 Mobilizations Emergency Erosion Control | 5.000 EACH | _____. | _____. |
| 0178 | 628.2004 Erosion Mat Class I Type B | 2,066.000 SY | _____. | _____. |
| 0180 | 628.2008 Erosion Mat Urban Class I Type B | 356.000 SY | _____. | _____. |
| 0182 | 628.2023 Erosion Mat Class II Type B | 21,570.000 SY | _____. | _____. |
| 0184 | 628.2027 Erosion Mat Class II Type C | 513.000 SY | _____. | _____. |
| 0186 | 628.7005 Inlet Protection Type A | 40.000 EACH | _____. | _____. |



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Proposal ID: 20190521051 Project(s): 1060-33-94, 1060-35-94, 1693-37-74

Federal ID(s): WISC 2019219, N/A, WISC 2019433

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0188 | 628.7010 Inlet Protection Type B | 4.000 EACH | _____. | _____. |
| 0190 | 628.7020 Inlet Protection Type D | 41.000 EACH | _____. | _____. |
| 0192 | 628.7504 Temporary Ditch Checks | 1,137.000 LF | _____. | _____. |
| 0194 | 628.7555 Culvert Pipe Checks | 6.000 EACH | _____. | _____. |
| 0196 | 628.7560 Tracking Pads | 6.000 EACH | _____. | _____. |
| 0198 | 630.0171 Seeding Mixture No. 70A | 4.000 LB | _____. | _____. |
| 0200 | 630.0175 Seeding Mixture No. 75 | 15.000 LB | _____. | _____. |
| 0202 | 630.0200 Seeding Temporary | 63.000 LB | _____. | _____. |
| 0204 | 631.0300 Sod Water | 56.000 MGAL | _____. | _____. |
| 0206 | 631.1000 Sod Lawn | 2,492.000 SY | _____. | _____. |
| 0208 | 633.5200 Markers Culvert End | 12.000 EACH | _____. | _____. |
| 0210 | 634.0618 Posts Wood 4x6-Inch X 18-FT | 8.000 EACH | _____. | _____. |
| 0212 | 634.0816 Posts Tubular Steel 2x2-Inch X 16-FT | 98.000 EACH | _____. | _____. |
| 0214 | 635.0200 Sign Supports Structural Steel HS | 1,600.000 LB | _____. | _____. |
| 0216 | 636.0100 Sign Supports Concrete Masonry | 2.800 CY | _____. | _____. |
| 0218 | 636.0500 Sign Supports Steel Reinforcement | 166.000 LB | _____. | _____. |
| 0220 | 637.1220 Signs Type I Reflective SH | 148.000 SF | _____. | _____. |



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Proposal ID: 20190521051 Project(s): 1060-33-94, 1060-35-94, 1693-37-74
Federal ID(s): WISC 2019219, N/A, WISC 2019433

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0222 | 637.2210 Signs Type II Reflective H | 822.620 SF | _____. | _____. |
| 0224 | 637.2230 Signs Type II Reflective F | 175.000 SF | _____. | _____. |
| 0226 | 638.2102 Moving Signs Type II | 7.000 EACH | _____. | _____. |
| 0228 | 638.2601 Removing Signs Type I | 1.000 EACH | _____. | _____. |
| 0230 | 638.2602 Removing Signs Type II | 40.000 EACH | _____. | _____. |
| 0232 | 638.3000 Removing Small Sign Supports | 21.000 EACH | _____. | _____. |
| 0234 | 642.5401 Field Office Type D | 1.000 EACH | _____. | _____. |
| 0236 | 643.0300 Traffic Control Drums | 331.000 DAY | _____. | _____. |
| 0238 | 643.0420 Traffic Control Barricades Type III | 3,332.000 DAY | _____. | _____. |
| 0240 | 643.0705 Traffic Control Warning Lights Type A | 6,663.000 DAY | _____. | _____. |
| 0242 | 643.0715 Traffic Control Warning Lights Type C | 100.000 DAY | _____. | _____. |
| 0244 | 643.0800 Traffic Control Arrow Boards | 13.000 DAY | _____. | _____. |
| 0246 | 643.0900 Traffic Control Signs | 7,107.000 DAY | _____. | _____. |
| 0248 | 643.0920 Traffic Control Covering Signs Type II | 1.000 EACH | _____. | _____. |
| 0250 | 643.1000 Traffic Control Signs Fixed Message | 100.000 SF | _____. | _____. |
| 0252 | 643.1050 Traffic Control Signs PCMS | 156.000 DAY | _____. | _____. |
| 0254 | 643.5000 Traffic Control | 1.000 EACH | _____. | _____. |



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Proposal ID: 20190521051 Project(s): 1060-33-94, 1060-35-94, 1693-37-74

Federal ID(s): WISC 2019219, N/A, WISC 2019433

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0256 | 645.0120 Geotextile Type HR | 53.000 SY | _____. | _____. |
| 0258 | 646.1020 Marking Line Epoxy 4-Inch | 16,568.000 LF | _____. | _____. |
| 0260 | 646.1545 Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch | 37.500 LF | _____. | _____. |
| 0262 | 646.3020 Marking Line Epoxy 8-Inch | 935.000 LF | _____. | _____. |
| 0264 | 646.5020 Marking Arrow Epoxy | 27.000 EACH | _____. | _____. |
| 0266 | 646.5120 Marking Word Epoxy | 7.000 EACH | _____. | _____. |
| 0268 | 646.5220 Marking Symbol Epoxy | 13.000 EACH | _____. | _____. |
| 0270 | 646.6120 Marking Stop Line Epoxy 18-Inch | 28.000 LF | _____. | _____. |
| 0272 | 646.6320 Marking Dotted Extension Epoxy 18-Inch | 79.000 LF | _____. | _____. |
| 0274 | 646.7120 Marking Diagonal Epoxy 12-Inch | 37.000 LF | _____. | _____. |
| 0276 | 646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch | 53.000 LF | _____. | _____. |
| 0278 | 646.7520 Marking Crosswalk Epoxy Ladder Pattern 24-Inch | 410.000 LF | _____. | _____. |
| 0280 | 646.8120 Marking Curb Epoxy | 82.000 LF | _____. | _____. |
| 0282 | 646.8220 Marking Island Nose Epoxy | 4.000 EACH | _____. | _____. |
| 0284 | 646.9310 Marking Removal Special Marking Water Blasting | 3.000 EACH | _____. | _____. |



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Proposal ID: 20190521051 Project(s): 1060-33-94, 1060-35-94, 1693-37-74
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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0286 | 652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch | 4,985.000 LF | _____. | _____. |
| 0288 | 653.0140 Pull Boxes Steel 24x42-Inch | 6.000 EACH | _____. | _____. |
| 0290 | 654.0105 Concrete Bases Type 5 | 29.000 EACH | _____. | _____. |
| 0292 | 655.0610 Electrical Wire Lighting 12 AWG | 4,140.000 LF | _____. | _____. |
| 0294 | 655.0615 Electrical Wire Lighting 10 AWG | 140.000 LF | _____. | _____. |
| 0296 | 655.0620 Electrical Wire Lighting 8 AWG | 4,545.000 LF | _____. | _____. |
| 0298 | 655.0625 Electrical Wire Lighting 6 AWG | 13,635.000 LF | _____. | _____. |
| 0300 | 655.0630 Electrical Wire Lighting 4 AWG | 1,894.000 LF | _____. | _____. |
| 0302 | 657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle | 4.000 EACH | _____. | _____. |
| 0304 | 657.0322 Poles Type 5-Aluminum | 25.000 EACH | _____. | _____. |
| 0306 | 657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT | 25.000 EACH | _____. | _____. |
| 0308 | 659.1120 Luminaires Utility LED B | 4.000 EACH | _____. | _____. |
| 0310 | 690.0150 Sawing Asphalt | 170.000 LF | _____. | _____. |
| 0312 | 690.0250 Sawing Concrete | 586.000 LF | _____. | _____. |
| 0314 | 715.0415 Incentive Strength Concrete Pavement | 500.000 DOL | 1.00000 | 500.00 |
| 0316 | 740.0440 Incentive IRI Ride | 1,050.000 DOL | 1.00000 | 1,050.00 |



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Federal ID(s): WISC 2019219, N/A, WISC 2019433

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0318 | ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR | 1,500.000 HRS | 5.00000 | 7,500.00 |
| 0320 | ASP.1T0G On-the-Job Training Graduate at \$5.00/HR | 1,800.000 HRS | 5.00000 | 9,000.00 |
| 0322 | SPV.0030 Special 1000. Fertilizer Type B Special | 21.900 CWT | _____. | _____. |
| 0324 | SPV.0035 Special 1000. Riprap Repair | 250.000 CY | _____. | _____. |
| 0326 | SPV.0035 Special 4010. Concrete Masonry Soldier Pile Footings | 131.000 CY | _____. | _____. |
| 0328 | SPV.0060 Special 01. Removing Luminaires | 7.000 EACH | _____. | _____. |
| 0330 | SPV.0060 Special 02. Luminaires Utility Salvaged | 13.000 EACH | _____. | _____. |
| 0332 | SPV.0060 Special 03. Removing Lighting Units | 20.000 EACH | _____. | _____. |
| 0334 | SPV.0060 Special 04. Lighting Units Salvaged | 4.000 EACH | _____. | _____. |
| 0336 | SPV.0060 Special 05. 17X30X18 Composite Pull Boxes | 1.000 EACH | _____. | _____. |
| 0338 | SPV.0060 Special 06. Luminaires Utility LED C 3000K | 12.000 EACH | _____. | _____. |
| 0340 | SPV.0060 Special 1000. Remove and Cap Existing Drainage Storm Sewer Structure | 4.000 EACH | _____. | _____. |
| 0342 | SPV.0060 Special 1001. Pond Outlet Storm Sewer Structure | 1.000 EACH | _____. | _____. |
| 0344 | SPV.0060 Special 1002. Cleaning Pipe and Pipe Inverts | 2.000 EACH | _____. | _____. |



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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0346 | SPV.0060 Special 1003. Precast Concrete Parking Bumper | 18.000 EACH | _____. | _____. |
| 0348 | SPV.0060 Special 2000. Removing Cover Plate Left in Place | 1.000 EACH | _____. | _____. |
| 0350 | SPV.0060 Special 2001. State-Furnished Gates Decorative HAST Ground Mounted 12-Ft | 1.000 EACH | _____. | _____. |
| 0352 | SPV.0060 Special 2002. State-Furnished Gates Decorative HAST Ground Mounted 30-Ft | 1.000 EACH | _____. | _____. |
| 0354 | SPV.0075 Special 1000. Pavement Cleanup Project 1060-33-94 | 100.000 HRS | _____. | _____. |
| 0356 | SPV.0075 Special 4210. Obstructions Foundation Drilling | 8.000 HRS | _____. | _____. |
| 0358 | SPV.0085 Special 1000. Seeding Mixture No. 30 Special | 669.000 LB | _____. | _____. |
| 0360 | SPV.0090 Special 0126. Pipe Underdrain 6-Inch Special | 285.000 LF | _____. | _____. |
| 0362 | SPV.0090 Special 1000. Concrete C&G Integral 67-Inch | 3,579.000 LF | _____. | _____. |
| 0364 | SPV.0090 Special 2000. State-Furnished Fence Decorative HAST Ground Mounted | 1,306.000 LF | _____. | _____. |
| 0366 | SPV.0090 Special 4411. State-Furnished Fence Decorative HAST Wall Mounted | 232.000 LF | _____. | _____. |
| 0368 | SPV.0090 Special 4420. Foundation Drilling Special | 810.000 LF | _____. | _____. |
| 0370 | SPV.0105 Special 1000. Survey Project 1060-33-94 | LS | LUMP SUM | _____. |



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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0372 | SPV.0105 Special 1001. RRFB System 'STA 204+65 BVWB Right | LS | LUMP SUM | _____. |
| 0374 | SPV.0105 Special 1002. RRFB System 'STA 204+50 Median Left WB | LS | LUMP SUM | _____. |
| 0376 | SPV.0105 Special 1003. RRFB System 'STA 204+50 BVWB Median Left EB | LS | LUMP SUM | _____. |
| 0378 | SPV.0105 Special 1004. RRFB System 'STA 501+70 SE Right | LS | LUMP SUM | _____. |
| 0380 | SPV.0105 Special 1005. RRFB System 'STA 300+50 SW Right | LS | LUMP SUM | _____. |
| 0382 | SPV.0105 Special 1006. RRFB System 'STA 202+30 Median Island Left EB | LS | LUMP SUM | _____. |
| 0384 | SPV.0105 Special 1007. RRFB System 'STA 202+30 Median Island Left WB | LS | LUMP SUM | _____. |
| 0386 | SPV.0105 Special 1008. RRFB System 'STA 100+60 NW Right | LS | LUMP SUM | _____. |
| 0388 | SPV.0105 Special 1009. Wayfinder Post Assembly - Sign No. 1001 | LS | LUMP SUM | _____. |
| 0390 | SPV.0105 Special 1010. Wayfinder Post Assembly - Sign No. 1002 | LS | LUMP SUM | _____. |
| 0392 | SPV.0105 Special 1011. Wayfinder Post Assembly - Sign No. 1003 | LS | LUMP SUM | _____. |
| 0394 | SPV.0105 Special 1100. Survey Project 1060-35-94 | LS | LUMP SUM | _____. |
| 0396 | SPV.0105 Special 1200. Survey Project 1693-37-74 | LS | LUMP SUM | _____. |
| 0398 | SPV.0110 Special 4600. Timber Lagging | 10.000 MBM | _____. | _____. |



Proposal Schedule of Items

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Proposal ID: 20190521051 Project(s): 1060-33-94, 1060-35-94, 1693-37-74

Federal ID(s): WISC 2019219, N/A, WISC 2019433

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0400 | SPV.0165 Special 4780. Geocomposite Drain Board | 3,085.000 SF | _____. | _____. |
| 0402 | SPV.0180 Special 1001. Topsoil Special | 22,097.000 SY | _____. | _____. |
| Section: 0001 | | | Total: | _____. |
| | | | Total Bid: | _____. |

PLEASE ATTACH SCHEDULE OF ITEMS HERE



Wisconsin Department of Transportation

May 16, 2019

Division of Transportation Systems Development

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #51: **1060-33-94, WISC 2019 219**
 Zoo IC, Swan & Discovery Rndabt
 1060-33-73 Limits to WDNR
 Access Rd
 Local Street
 Milwaukee County

1060-35-94
Zoo IC, Swan Blvd Roadway Maint
Underwood Parkway to USH 45
Local Street
Milwaukee County

1693-37-74, WISC2019 433
Bike Path B – Hank Aaron
State Trail
Hwy 100 to UPRR
Non Highway
Milwaukee County

Letting of May 21, 2019

This is Addendum No. 01, which provides for the following:

Special Provisions:

| Revised Special Provisions | |
|----------------------------|--------------------------|
| Article No. | Description |
| 3 | Prosecution and Progress |
| 6 | Utilities |

Plan Sheets:

| Revised Plan Sheets – Project ID 1060-33-94 | |
|---|--|
| Plan Sheet | Plan Sheet Title (brief description of changes to sheet) |
| 82 | Lighting Plan – 3 of 8 of 023701_lp (added Pull Boxes and Electrical Wire) |
| 85 | Lighting Plan – 6 of 8 of 023701_lp (added Pull Boxes and Electrical Wire) |

| Added Plan Sheets – Project ID 1060-33-94 | |
|--|---|
| Plan Sheet | Plan Sheet Title (brief description of why sheet was added) |
| 52A | Backfill Slurry detail for storm sewer (omitted from plan set) |
| 141A | Miscellaneous Quantities - added Pull Boxes and Electrical Wire |

| Revised Plan Sheets – Project ID 1693-37-74 | |
|--|---|
| Plan Sheet | Plan Sheet Title (brief description of changes to sheet) |
| 2 | General Notes and Utility Contacts (updated utility contacts) |
| 32 | Permanent Signing Quantities (additional signs listed) |
| 73 | Signing Detail – Type II Signs (sign color clarification added for first two signs) |

| Added Plan Sheets – Project ID 1693-37-74 | |
|--|--|
| Plan Sheet | Plan Sheet Title (brief description of why sheet was added) |
| 17A-F | Permanent Signing (new signs added to contract) |
| 32A | Permanent Signing Quantities (second sheet needed due to additional signs) |
| 73A-B | Permanent Signing Details (new signs added to contract) |

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

ADDENDUM NO. 01
1060-33-94 / 1060-35-94 / 1693-37-74
May 16, 2019

Special Provisions

3. Prosecution and Progress.

Delete the following paragraph:

Do not work next to wetlands on project 1060-33-94 until the Section 404 permit has been approved. The department anticipates approval of this permit April 2019.

6. Utilities.

Replace the entire article with the following:

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

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

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

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

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

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

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

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

Known utilities in the project area are as follows:

Project ID 1060-33-94

AT&T Wisconsin has existing underground and overhead communications facilities within the project limits. Prior to and during construction AT&T Wisconsin will perform the following work:

- Install a new pedestal at STA 193 + 50BV, 47' LT.
- Intercept the existing cable at the new pedestal at STA 193 + 50BV, 47' LT, then install a new cable 2 ft south of the ROW of Swan Blvd from STA 193+50BV, 47' LT to STA 202BV + 90, 100' LT.
- Install a new pedestal at STA 31SB + 78, 54' LT.
- Install new cable from the pedestal at STA 31SB + 78, 54' LT south to STA 27+ 70NB, 65' LT.
- Install cable to existing pedestal in easement defined in 1060-33-27 RWP STA 27 + 68, 65.5' LT to STA 32 + 10, 90' LT.
- AT&T to transfer to new cable and discontinue the existing copper cable and IPP.

It is anticipated that work will begin June 2019. Estimated construction time to complete the work is 45 working days.

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

Charter Communications has existing communications facilities within the project limits. No conflicts are anticipated.

Contact Scott Dietrich (414-277-4283) of Charter Communications 7 days in advance to coordinate locations and any excavation near their communications facilities.

City of Wauwatosa – Street Lighting has existing facilities within the project limits. Street Lighting installation will be completed under project pay items by the contractor during construction.

Contact Randy Michelz (414-471-8429) of the City of Wauwatosa 7 days in advance to coordinate locations and any excavation near their communications facilities.

City of Wauwatosa - Water has existing facilities within the project limits. Water utility relocations will be completed under project pay items by the contractor during construction.

Contact Adam Florin (414-471-8480, ext. 5915) of the City of Wauwatosa 7 days in advance to coordinate locations and any excavation near their communications facilities.

We Energies – Electric has existing overhead and underground electric facilities within the project limits. Prior to and During construction We Energies will be removing all overhead facilities in the project area, and replacing it with new underground lines:

- Install new cable along the north side of Swan Blvd from STA 195BV LT40 in easement to STA 202BVWB+25 LT64', cross Swan Blvd and splice into the existing cable along Discovery Parkway at STA 29SB+62 LT39'.
- Intercept existing cable in Discovery Parkway at STA 29SB+77 LT 31', install new crossing Discovery Pkwy to the east, continue along the south side of Swan Blvd to the existing VFI at STA 210BV RT 60'.
- Pole Removals:

| Station | Pole No | Work Proposed |
|-------------------|----------|-------------------------------------|
| 191BV+45 RT 71' | 06-03596 | Pole and down anchors to be removed |
| 194BV+13 RT 48' | 06-03595 | Pole and down anchors to be removed |
| 196BV+22 RT 64' | 06-03597 | Pole to be removed |
| 198BV+05 RT 63' | 06-02607 | Pole to be removed |
| 198BV+39 RT 63' | 13-04108 | Pole to be removed |
| 200BVEB+50 RT 66' | 06-02606 | Pole to be removed |
| 3C+50 LT 39' | 13-04347 | Pole to be removed |
| 3C+44 LT 27' | 13-04346 | Pole to be removed |
| 2C+21 LT 16' | 13-08567 | Pole to be removed |

| | | |
|-------------------|----------|-------------------------------------|
| 205BVEB+48 RT 41' | 06-02608 | Pole to be removed |
| 208BV+05 RT 57' | 06-02684 | Pole to be removed |
| 210BV+44 RT 55' | 06-03803 | Pole and down anchors to be removed |

It is anticipated that work will begin June 2019. Estimated construction time to complete the work is 40 working days.

Contact Leonard Brown (414-540-5705) of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

We Energies – Gas has existing gas facilities within the project limits. No conflicts anticipated

Contact Nate Zilles (414-944-5664 office/ 414-651-6693 cell) of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

Project ID 1060-35-94

There are no known utility facilities within the project limits.

Project ID 1693-37-74

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

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

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

Contact Sandra Falatyk (414-459-3565 office / 414-651-6013 cell) of Northwind Technical Services 7 days in advance to coordinate locations and any excavation near TCA facilities.

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

- An existing underground communications line beginning beyond the southerly project limits and running northerly along the westerly curb line of STH 100, to a manhole at Station 562SS+17, 29' LT. From there the line turns westerly and continues beyond the westerly project limits. This line will remain in place without adjustment.
- A discontinued underground communications line beginning at a manhole at 562SS+17, 29' LT and running northerly along the westerly curb line of STH 100, crossing the Hank Aaron State Trail on the STH 100 structure and continuing to beyond the northerly project limits.

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

American Transmission Company (ATC) has six overhead 138kV electric transmission lines beginning beyond the westerly project limits and running southeasterly along the south side of eastbound IH 94, crossing STH 100 between Station 566SS+19 and Station 568SS+00, and continuing southeasterly to beyond the

easterly project limits. These lines will remain in place without adjustment. Use caution when operating overhead equipment in this area and maintain OSHA safe working clearance to the overhead conductors at all times.

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

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

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

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

Contact Larry Anderson (414-225-2241) of the Milwaukee Metropolitan Sewerage District 7 days in advance to coordinate locations and any excavation near their facilities. Contact Bob Rebitski (414-225-2214) of the Milwaukee Metropolitan Sewerage District 7 days in advance to coordinate manhole adjustments.

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

- An underground electric line beginning beyond the southerly project limits and running northeasterly, crossing the Hank Aaron State Trail at Station 147HA+98, and continuing northeasterly to Station 147HA+98, 130'LT. From there the line runs northerly to beyond the project limits. This line will remain in place without adjustment.
- Four existing underground electric conduit packages beginning beyond the southerly project limits and running northeasterly, crossing the Hank Aaron State Trail between Stations 148HA+10 and Station 148HA+30, and continuing northeasterly to Station 148HA+10, 126'LT on the west and Station 148HA+30, 106'LT on the east. From there, the four electric conduit packages run southeasterly to beyond the project limits. These lines will remain in place without adjustment.
- An underground electric line beginning beyond the easterly project limits and running northwesterly to Station 148HA+06, 136'LT where it turns and runs northeasterly to beyond the project limits. This line will remain in place without adjustment.

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

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

We Energies – Gas also has a discontinued underground gas line beginning beyond the southerly project limit and running northerly along the existing easterly curb of STH 100, to Station 563SS+80, 54' RT where it turns and runs northeasterly to Station 564+33, 79' RT. From there it runs northerly to Station 566SS+15, 78' RT where it turns and runs northwesterly to Station 566SS+70, 53' RT and then turns and runs northerly to beyond the project limits. The discontinued gas main is in a steel casing pipe between Station 564SS+61 and Station 565SS+64, under the Hank Aaron State Trail.

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

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

West Allis – Lighting has existing underground lighting facilities beginning beyond the southerly project limits and running northerly, along the westerly curb of STH 100, to Station 561SS+70, 40' LT where it turns and runs easterly, crossing STH 100 at Station 561SS+70, and continues easterly to Station 561SS+70, 56' RT. From there it continues southerly, along the easterly curb of STH 100, to beyond the southerly project limits. These facilities will remain in place without adjustment.

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

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

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

Wisconsin Independent Network (WIN) has an existing underground communications line in WisDOT Communications conduit beginning beyond the southerly project limits and running northerly along a line approximately 20' east of the easterly curb of STH 100 to Station 565SS+22, 87' RT. From there it runs northwesterly to Station 565SS+50, 74' RT and then runs northerly to Station 566SS+91, 82' RT. From there it turns and runs northeasterly to a vault at Station 567SS+12, 100' RT where it turns and runs northerly to beyond the project limits. This line will remain in place without adjustment.

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

WisDOT – Lighting has existing overhead and underground lighting facilities along STH 100, along IH 94 Mainline, and along the eastbound IH 94 exit ramp to STH 100. These facilities will remain in place without adjustment.

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

WisDOT – Signals has existing overhead and underground signal facilities within the project limits at the eastbound IH 94 exit ramp to STH 100, from Station 566SS+53 to beyond the northerly project limits. The facilities will remain in place without adjustment.

Contact Derrin Wolford of WisDOT (262-521-4409) 7 days in advance to coordinate locations and any excavation near their facilities.

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

- An existing underground communications line beginning beyond the southerly project limits and running northerly along a line approximately 20' east of the easterly curb of STH 100 to Station 565SS+22, 87' RT. From there it runs northwesterly to Station 565SS+50, 74' RT and then runs northerly to Station 566SS+91, 82' RT. From there it turns and runs northeasterly to a vault at Station 567SS+15, 100' RT where it turns and runs northerly to beyond the project limits. This line will remain in place without adjustment.
- A discontinued underground communications line beginning beyond the southerly project limits and running northerly in a conduit in the east parapet wall of the STH 100 bridge over the Hank Aaron State Trail to a vault at Station 566SS+14, 60' LT. From there it runs northeasterly and ends at a vault at Station 567SS+15, 100' RT.
- A discontinued underground communications line beginning at a vault at Station 566SS+14, 60' LT and running northwesterly to beyond the project limits.

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

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

1060-33-94

Revised: 82 and 85

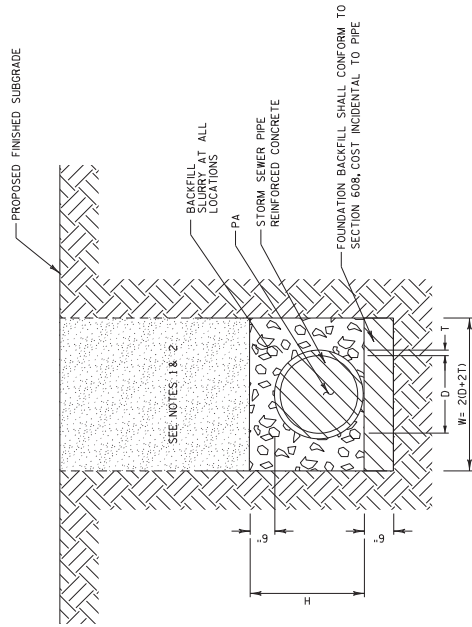
Added: 52A and 141A

1693-37-74

Revised: 2, 32, and 73

Added: 17A – 17F, 32A, and 73A – 73B

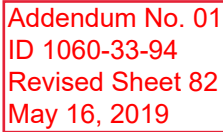
END OF ADDENDUM






BACKFILL SLURRY DETAIL - STORM SEWER TRENCH

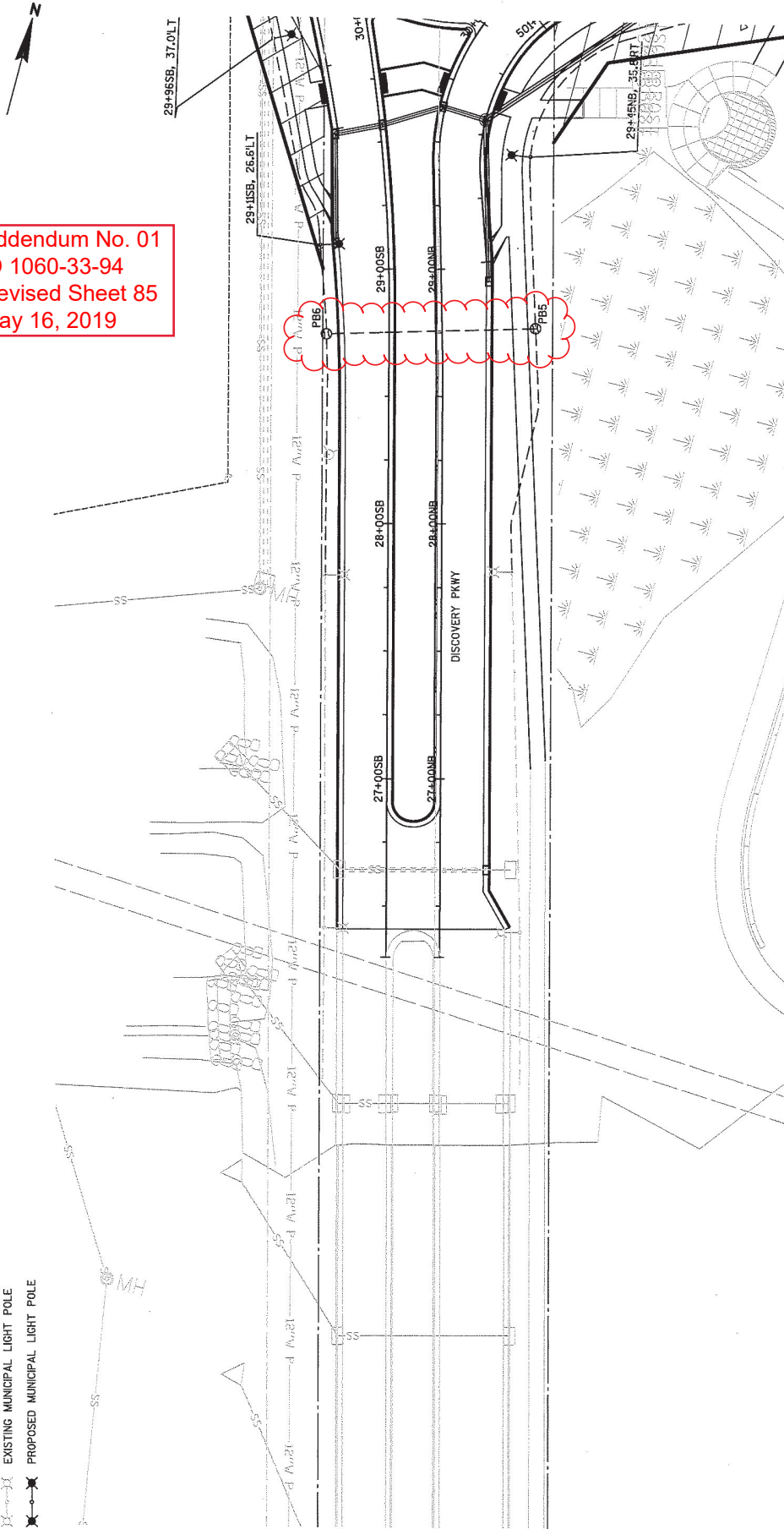
Addendum No. 01
ID 1060-33-94
Added Sheet 52A
May 16, 2019

| | | | | |
|---|---------------------|-------------------|------------------------------------|-------------------|
| PROJECT NO: 1060-33-94 | HWY: SWAN BOULEVARD | COUNTY: MILWAUKEE | STORM SEWER - CONSTRUCTION DETAILS | SHEET 52A |
| FILE NAME : W:\CADD\FINAL\10603394_BWR_Roads\Roads\cots\022500_ss.dgn | | | PLOT DATE : 4/4/2017 | PLOT BY : bottoms |
| | | | PLOT NAME : \$FILE\$ | PLOT SCALE : 1:12 |
| | | | WISDOT/CADDS SHEET 42 | |



LEGEND:

| | |
|---|-------------------------------------|
|  | CONDUIT - 2" UNLESS OTHERWISE SHOWN |
|  | EXISTING MUNICIPAL LIGHT POLE |
|  | PROPOSED MUNICIPAL LIGHT POLE |



CATEGORY 1100
LIGHTING PULL BOX QUANTITIES

653.0140 PULL BOXES STEEL 24 X 42-INCH
655.0615 ELECTRICAL WIRE LIGHTING 10 AWG (GROUNDING WIRE)

| SYSTEM | LABEL | 653.0140 PULL BOXES ELECTRICAL STEEL 24 X 42 | 655.0615 WIRE LIGHTING 10 AWG | COMMENTS |
|--------------|-------|---|--|--------------------------------|
| | | EACH | LF | |
| 89 | PB1 | 1 | 20 | SWAN BLVD |
| 89 | PB2 | 1 | 10 | SWAN BLVD |
| 89 | PB3 | 1 | 10 | FOREST EXPLORATION CENTER PKWY |
| 89 | PB4 | 1 | 30 | FOREST EXPLORATION CENTER PKWY |
| 89 | PB5 | 1 | 45 | DISCOVERY PKWY |
| 89 | PB6 | 1 | 25 | DISCOVERY PKWY |
| TOTAL (0060) | | 6 | 140 | |

Addendum No. 01
ID 1060-33-94
Added Sheet 141A
May 16, 2019

UTILITY CONTACTS

ATC
MR. IVAN KELLER
W234 N2000 RIDGEVIEW PARKWAY COURT
WAUKESHA, WI 53187
PHONE: (262) 506-6773
JKELLER@ATCLLC.COM

AT&T CORPORATION
MR. KEN NINE
JMC ENGINEERS & ASSOCIATES, INC
110 NORTH MAIN STREET
CULVER, IN 46511
PHONE: (574) 842-8830
CELL: (574) 904-6336
KENNETHNINE@ATT.NET

**AT&T WISCONSIN -
COMMUNICATION LINE**
JAY BULANEK
2005 PEWAUKEE RD
WAUKESHA, WI 53188-2443
(262) 896-7669
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**MMSD MANHOLE ADJUSTMENT
CONTACT**
MR. ROBERT REBITSKI
260 W. SEEBOTH STREET
MILWAUKEE, WI 53204
PHONE: (414) 225-2214
RREBITSKI@MMSD.COM

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT - SEWER**
MICKI KLAPPA-SULLIVAN
260 W SEEBOTH ST
MILWAUKEE, WI 53204
(414) 225-2178
MklappaSullivan@mmsd.com

**WISCONSIN DEPARTMENT OF
TRANSPORTATION -
COMMUNICATION LINE**
JEFF MADSON
STE. 300
433 W. ST. PAUL AVE.
MILWAUKEE, WI 53203-3007
(414) 225-3723
Jeffrey.Madson@dot.wi.gov

**WISCONSIN DEPARTMENT OF
TRANSPORTATION - STREET
LIGHTING**
ERIC PEREA
1411 NW BARSTOW STREET
WAUKESHA, WI 53188
(262) 574-5422
Eric.Perea@dot.wi.gov

**WISCONSIN DEPARTMENT OF
TRANSPORTATION - WISCONSIN
SIGNAL**
DERRIN WOLFORD
1411 NW BARSTOW STREET
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ELECTRICAL FIELD UNIT
935 S. 60TH STREET
WEST ALLIS, WI 53214
PHONE: (414) 266-1170

**WISCONSIN INDEPENDENT
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MR. JIM BIRKENHEIER
800 WISCONSIN AVE, UNIT 15
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WE ENERGIES - ELECTRICITY
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Nicole.SmulLEN@weenergygroup.com

CONSTRUCTION FIELD CONTACT:
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WEST ALLIS, WI 53214
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WE ENERGIES - GAS/PETROLEUM
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(414) 221-5617
Nicole.SmulLEN@weenergygroup.com

CONSTRUCTION FIELD CONTACT:
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WEST ALLIS, WI 53214
PHONE: (414) 944-5574
NICHOLAS.ERNSTER@WE-ENERGIES.COM

TCA
SANDRA FALATYK
6070 N. FLINT ROAD
GLENDALE, WI 53209
PHONE: (414) 459-3565
CELL: (414) 651-6013
S.FALATYK@NORTHWINDTECH.COM

Addendum No. 01
ID 1693-37-74
Revised Sheet 2
May 16, 2019

STATE AGENCIES

**WISCONSIN DEPARTMENT OF
NATURAL RESOURCES**
MS. KRISTINA BETZOLD - ENVIRONMENTAL SPECIALIST
2300 N. MARTIN LUTHER KING JR. DRIVE
MILWAUKEE, WI 53212
CELL: (414) 507-4946
kristina.betzold@wisconsin.gov

**WISCONSIN DEPARTMENT OF
TRANSPORTATION**
MR. JOSH LEVEQUE - PROJECT MANAGER
141 NW BARSTOW ST.
WAUKESHA, WI 53187-0798
CELL: (414) 750-1468
Joshua.LeVeque@dot.wi.gov

**WISCONSIN DEPARTMENT OF
TRANSPORTATION**
MR. GREG BERRY - UTILITY COORDINATOR
141 NW BARSTOW STREET
WAUKESHA, WI 53187-0798
CELL: (414) 750-7828
gregory.berry@dot.wi.gov

**WISCONSIN DEPARTMENT OF
TRANSPORTATION**
MS. DOBRA PAYANT
141 NW BARSTOW ST.
WAUKESHA, WI 53187-0798
PHONE: (414) 750-2677
DOBRA.PAYANT@DOT.WI.GOV

OTHER AGENCIES

MILWAUKEE COUNTY DPW
MR. GREG HEISEL - HWY MAINT.
MANAGER
10190 W. WATERTOWN PLANK ROAD
MILWAUKEE, WI 53226
PHONE: (414) 257-6566
gheisel@milwcnty.com

MILWAUKEE COUNTY TRANSIT SYSTEM
MS. MELANIE FLYNN
1942 N. 17TH STREET
MILWAUKEE, WI 53205
PHONE: (414) 343-1764
mflynn@mcstls.org

**WISCONSIN DEPARTMENT OF
NATURAL RESOURCES**
MS. MELISSA COOK - HAST TRAIL MANAGER
2300 N. MARTIN LUTHER KING JR. DRIVE
MILWAUKEE, WI 53212
PHONE: (414) 263-8559
MELISSA.COOK@WISCONSIN.GOV

**SOUTHEASTERN WISCONSIN
REGIONAL PLANNING COMMISSION**
MR. ROB MERRY
W239 N1812 ROCKWOOD DRIVE
P.O. BOX 1607
WAUKESHA, WI 53187-1607
PHONE: (262) 953-4289
CELL: (920) 912-1036
rmerry@sewrpc.org

**CITY OF WEST ALLIS - CITY
ENGINEER**
PETER DANIELS
7525 W GREENFIELD AVE
WEST ALLIS, WI 53214
(414) 302-8374
pdaniels@westalliswi.gov

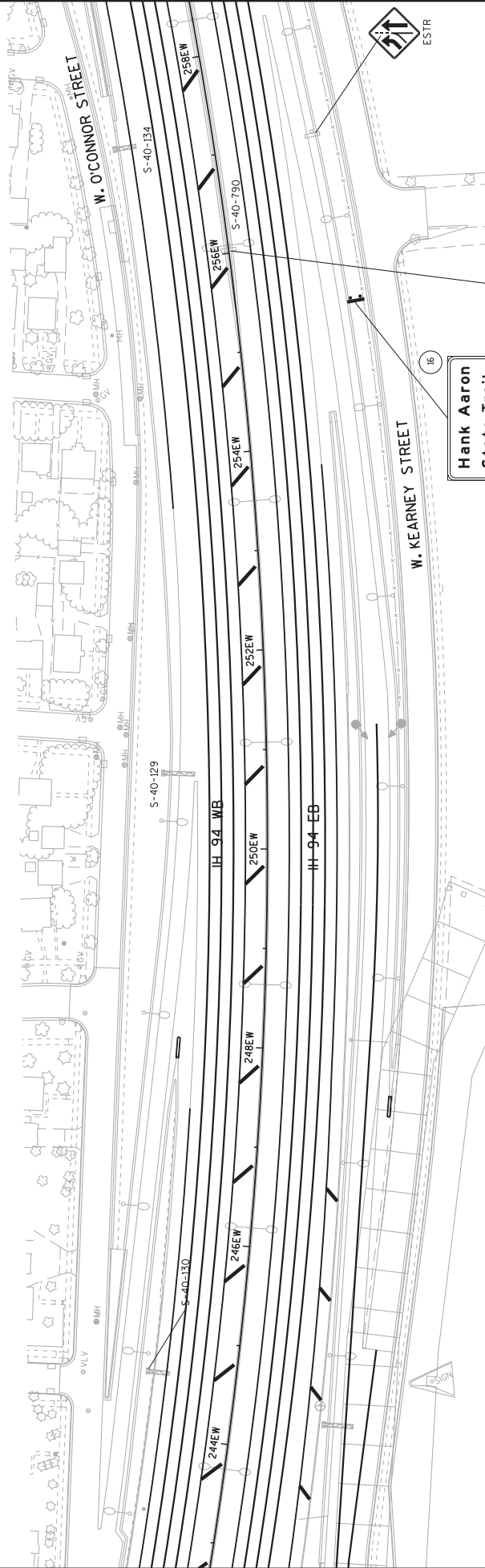


Dial **811** or (800) 242-8511
www.DiggersHotline.com

Addendum No. 01
ID 1693-37-74
Added Sheet 17A
May 16, 2019



S. 78TH ST



Hank Aaron
State Trail
Exit 307A

- LEGEND**
- EXISTING SIGN MOUNTED ON POST(S)
 - EXISTING SIGN MOUNTED ON BRIDGE OR SIGN BRIDGE
 - PROPOSED SIGN MOUNTED ON POST(S)
 - PROPOSED SIGN MOUNTED ON BRIDGE OR SIGN BRIDGE
 - VARIABLE MESSAGE SIGN
 - EXISTING LIGHT OR SIGNAL POLE
 - SIGN BRIDGE
 - CANTILEVER SIGN BRIDGE
 - DENOTES SIGN NUMBER
 - INDICATES SIGN SIZE
 - EXISTING SIGN TO REMAIN

68th - 70th St 1/4
Hawley Rd 1
Mitchell Blvd LEFT 1 1/2

ADDENDUM #1

SHEET 1 OF 6

SHEET 17A

E

PERMANENT SIGNING - HANK AARON STATE TRAIL

PLOT NAME : HANK AARON STATE TRAIL

PLOT DATE : 17-APR-2019 14:09

COUNTY: MILWAUKEE

HWY: I 94

PROJECT NO: 1693-37-74

FILE NAME : J:\projects\02-16933794\SIGN\023234_.ps.dgn

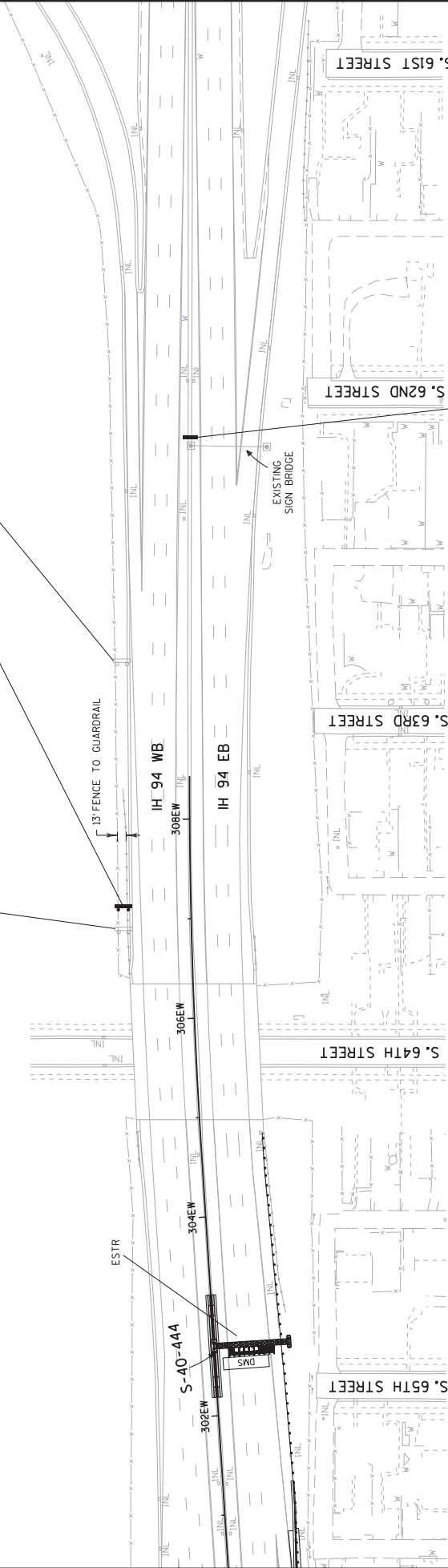
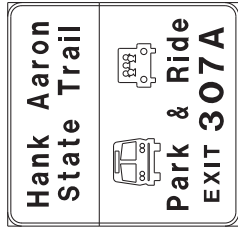
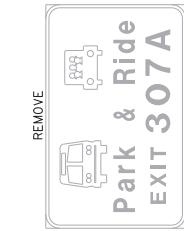
PLOT SCALE : 100:1

WISDOT/CADDs SHEET 42

LEGEND

- EXISTING SIGN MOUNTED ON POST(S)
- EXISTING SIGN MOUNTED ON BRIDGE OR SIGN BRIDGE
- PROPOSED SIGN MOUNTED ON POST(S)
- PROPOSED SIGN MOUNTED ON BRIDGE OR SIGN BRIDGE
- VARIABLE MESSAGE SIGN
- EXISTING LIGHT OR SIGNAL POLE
- SIGN BRIDGE
- CANTILEVER SIGN BRIDGE
- DENOTES SIGN NUMBER
- (X) INDICATES SIGN SIZE
- EXISTING SIGN TO REMAIN

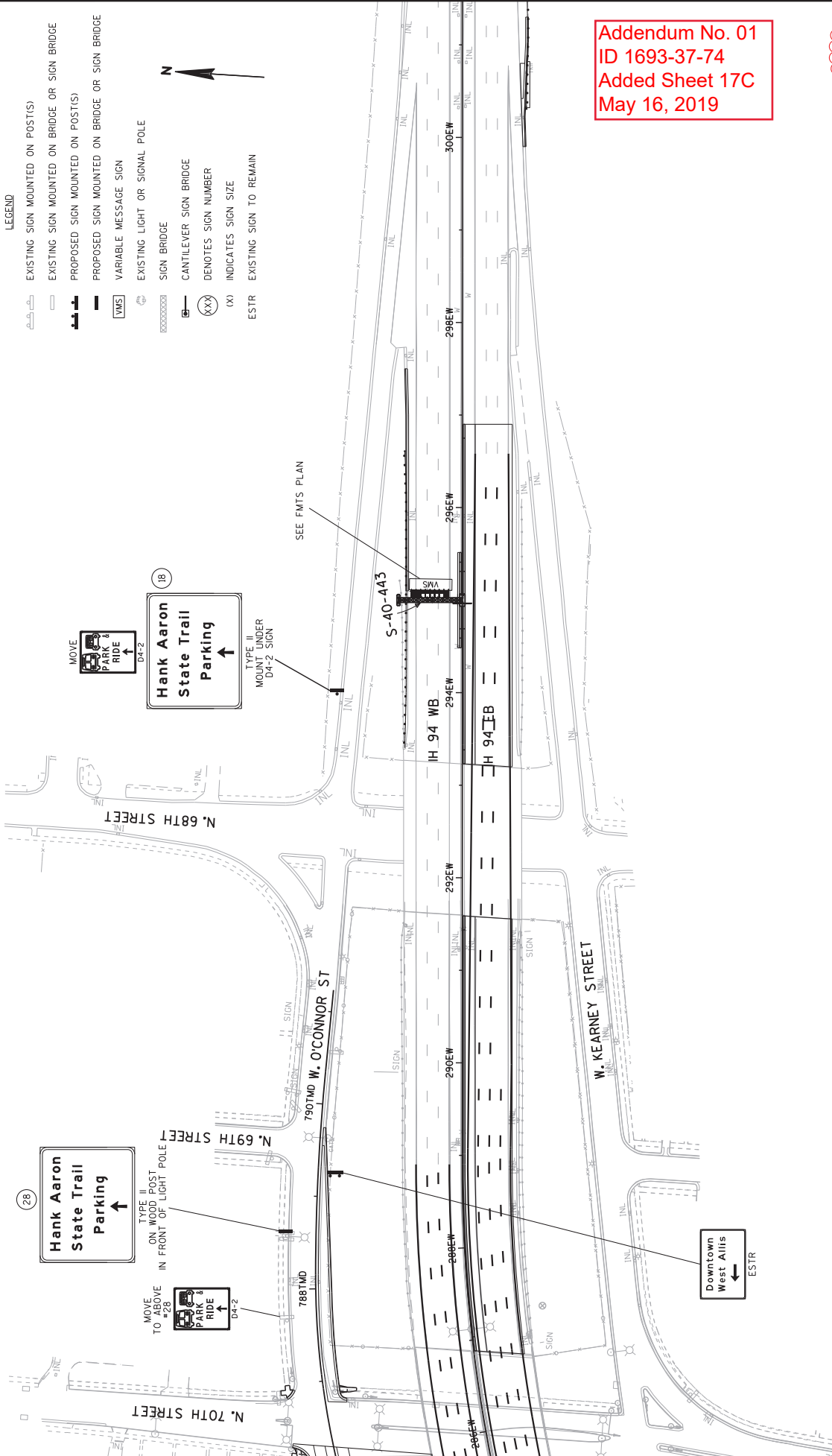
(17)



Addendum No. 01
ID 1693-37-74
Added Sheet 17B
May 16, 2019



ADDENDUM #1



- LEGEND**
- EXISTING SIGN MOUNTED ON POST(S)
 - EXISTING SIGN MOUNTED ON BRIDGE OR SIGN BRIDGE
 - PROPOSED SIGN MOUNTED ON POST(S)
 - PROPOSED SIGN MOUNTED ON BRIDGE OR SIGN BRIDGE
 - VARIABLE MESSAGE SIGN
 - EXISTING LIGHT OR SIGNAL POLE
 - SIGN BRIDGE
 - CANTILEVER SIGN BRIDGE
 - DENOTES SIGN NUMBER
 - INDICATES SIGN SIZE
 - ESTR EXISTING SIGN TO REMAIN

Addendum No. 01
ID 1693-37-74
Added Sheet 17C
May 16, 2019

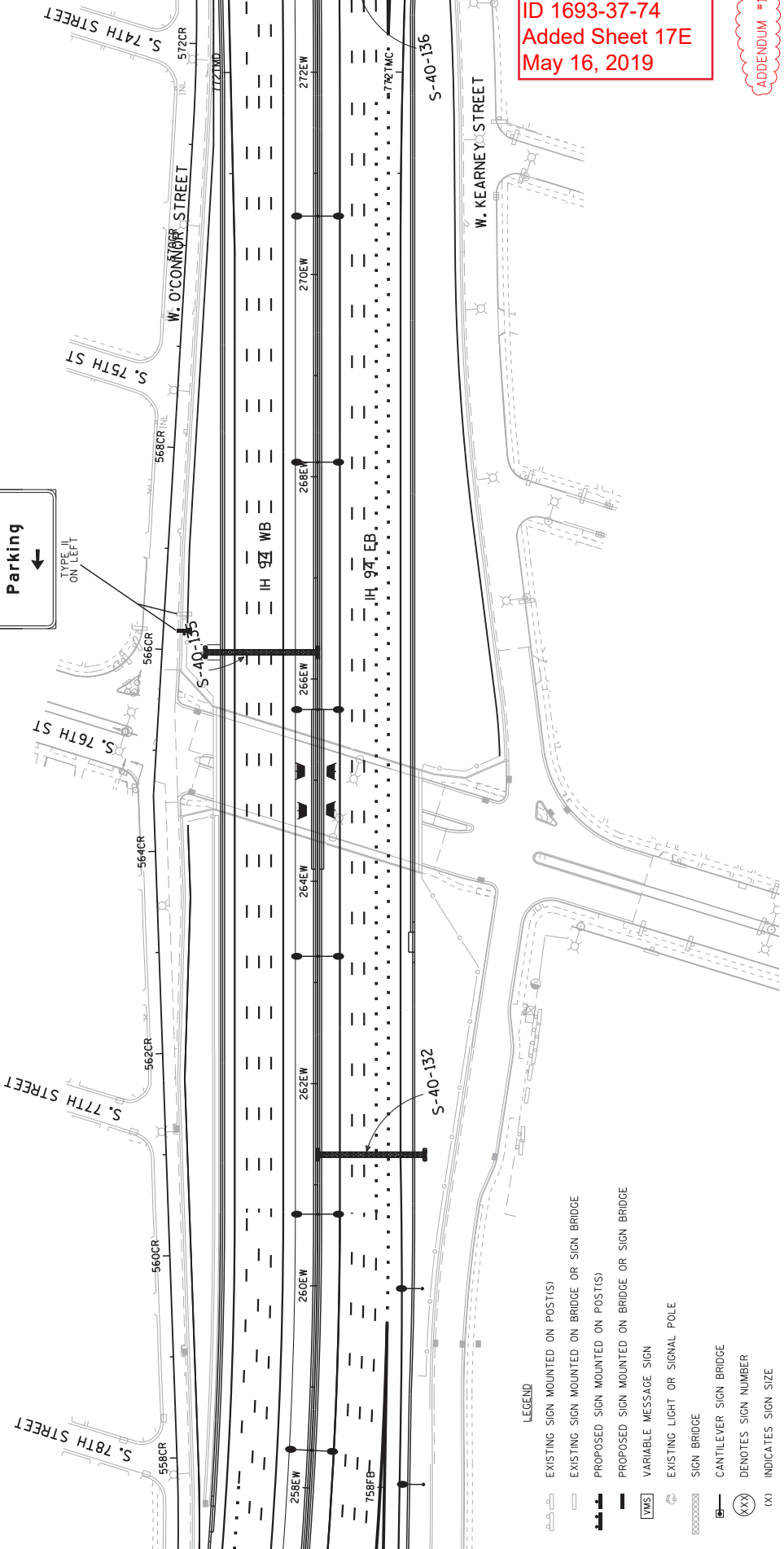
ADDENDUM #1



EXISTING
MOVE
PARK
RIDE
D4-2

Hank Aaron
State Trail
Parking
TYPE II
ON LEFT

(20)



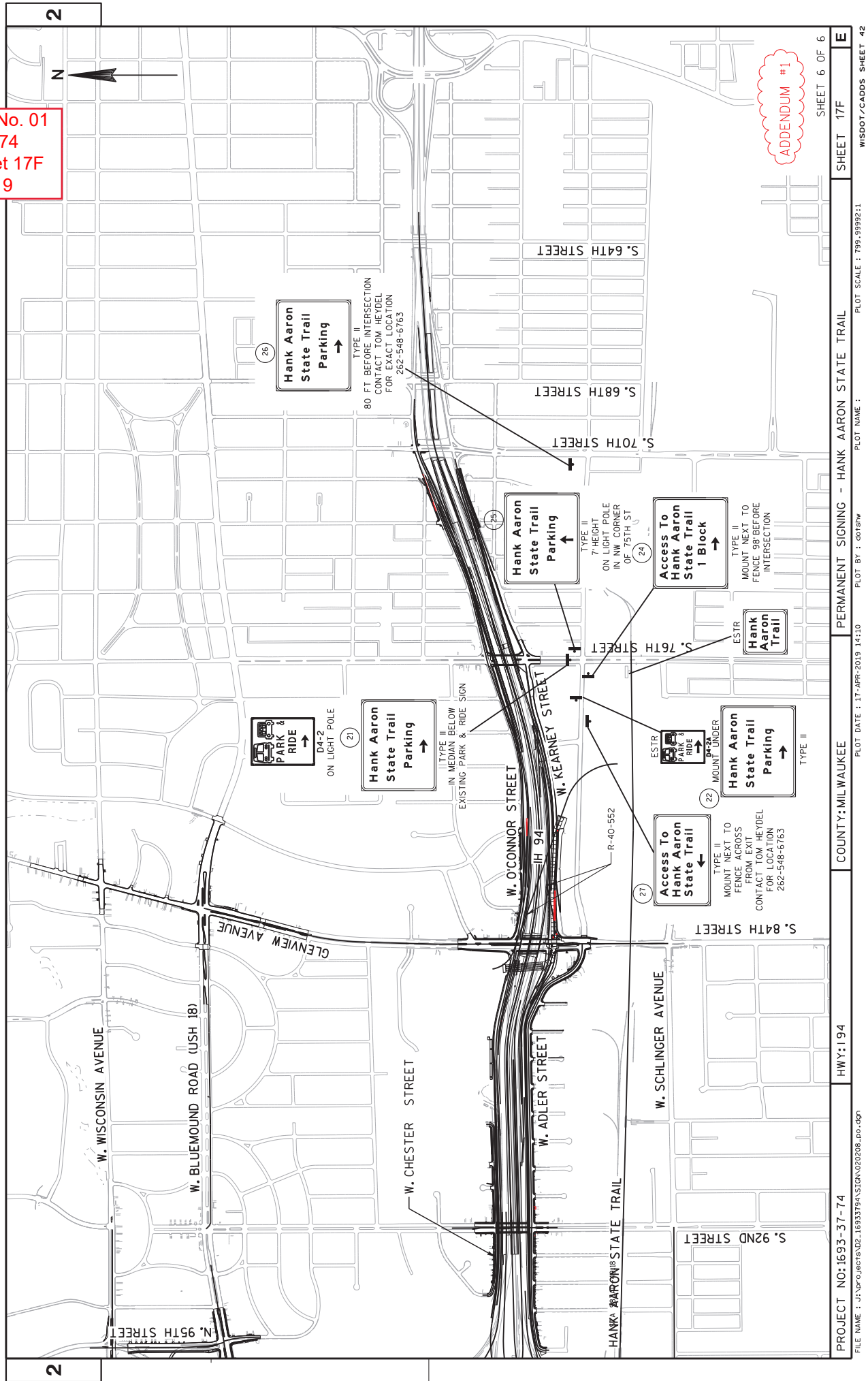
- LEGEND
- EXISTING SIGN MOUNTED ON POST(S)
 - EXISTING SIGN MOUNTED ON BRIDGE OR SIGN BRIDGE
 - PROPOSED SIGN MOUNTED ON POST(S)
 - PROPOSED SIGN MOUNTED ON BRIDGE OR SIGN BRIDGE
 - VARIABLE MESSAGE SIGN
 - EXISTING LIGHT OR SIGNAL POLE
 - SIGN BRIDGE
 - CANTILEVER SIGN BRIDGE
 - DENOTES SIGN NUMBER
 - (X) INDICATES SIGN SIZE
 - EXISTING SIGN TO REMAIN

Addendum No. 01
ID 1693-37-74
Added Sheet 17E
May 16, 2019

ADDENDUM #1

SHEET 5 OF 6

Addendum No. 01
ID 1693-37-74
Added Sheet 17F
May 16, 2019



TYPE I & II PERMANENT SIGNING -

| SIGN NO. | SIGN CODE & SIZE | SIGN MESSAGE | TYPE II SIGN SIZE W x H [IN.] x [IN.] | SIGNS TYPE II REFL. H [SF] | SIGNS TYPE II REFL. F [SF] | WOOD POSTS 4"X 6"X18' [EA] | TUBULAR STEEL POSTS 2"X2"X16' [EA] | REAR SMALL SIGN SJP [EA] | MOVE SIGNS TYPE II [EA] | MOUNT ON SAME POST AS SIGN # | TYPE I SIGN SIZE W X H FEET | SIGNS TYPE I REFLECTIVE SH SF | REMOVING SIGNS TYPE I EA | STEEL POST TYPE | SIGN SUPPORTS CONCRETE MASONRY CY | SIGN SUPPORTS STEEL REINFORCING LBS | SIGN SUPPORTS STRUCTURAL STEEL HS EST LBS | REMARKS / NEW SIGN LOCATION |
|----------|------------------|--------------------------------|---|----------------------------------|----------------------------------|----------------------------------|--|--------------------------------|-------------------------------|------------------------------|-----------------------------------|--|--------------------------------|--------------------|--|--|--|--|
| 1 | NONE | TO HANK AARON TRAIL | 24 X 30 | 5.000 | | | 1 | | | | | | | | | | | SEE DETAIL |
| 2 | NONE | TO HANK AARON TRAIL | 24 X 30 | 5.000 | | | 1 | | | | | | | | | | | SEE DETAIL |
| 3 | R1-2 | | 18 X 15.5 | 0.970 | | | 1 | | | | | | | | | | | |
| 4 | W1-5L | | 18 X 18 | | 2.250 | | 1 | | | | | | | | | | | |
| 5 | W1-2L | | 18 X 18 | | 2.250 | | 1 | | | | | | | | | | | |
| 6 | W3-1 | | 18 X 18 | | 2.250 | | 1 | | | | | | | | | | | |
| 7 | R1-1 | | 18 X 18 | 1.880 | | | 1 | | | | | | | | | | | |
| 8 | J3-1 | | 24 X 57 | 9.500 | | | 1 | | | | | | | | | | | |
| | M4-5 | | 24 X 12 | | | | | | | | | | | | | | | |
| | M1-6 | STH 100 | 24 X 24 | | | | | | | | | | | | | | | |
| | M6-1 | | 21 X 21 | | | | | | | | | | | | | | | |
| 9 | J3-1 | | 24 X 57 | 9.500 | | | 1 | | | | | | | | | | | |
| | M4-5 | | 24 X 12 | | | | | | | | | | | | | | | |
| | M1-6 | STH 100 | 24 X 24 | | | | | | | | | | | | | | | |
| | M6-1 | | 21 X 21 | | | | | | | | | | | | | | | |
| 10 | R5-3(2S) | | 24 X 24 | 4.000 | | | | | | | | | | | | | | |
| 11 | NONE | TO MILWAUKEE COUNTY ZOO | 24 X 36 | 6.000 | | | | | | | | | | | | | | |
| 12 | NONE | TO MILWAUKEE COUNTY ZOO | 24 X 36 | 6.000 | | | | | | | | | | | | | | |
| 13 | NONE | TO MILWAUKEE COUNTY ZOO | 24 X 36 | 6.000 | | | | | | | | | | | | | | |
| 14 | W7-5 | | 18 X 18 | | 2.250 | | 1 | | | | | | | | | | | |
| 15 | R5-3(2S) | | 24 X 24 | 4.000 | | | 1 | | | | | | | | | | | |
| 16 | NONE | HANK AARON STATE TRAIL | | | | | | | | | 12 x 7 | 84 | | A | 1.2 | 68 | 600 | 4 FEET BEHIND BARRIER WALL |
| | EXT 307A | | | | | | | | | | | | | | | | | |
| 17 | NONE | HANK AARON STATE TRAIL | | | | | | 2 | | | 8 x 8 | 64 | 1 | B | 1.6 | 98 | 1000 | 7 FEET BETWEEN POSTS. BEHIND GUARDRAIL |
| | PARK AND RIDE | | | | | | | | | | | | | | | | | |
| | EXT 307A | | | | | | | | | | | | | | | | | |
| 18 | NONE | HANK AARON STATE TRAIL PARKING | 30 X 36 | 7.500 | | | 1 | | | | | | | | | | | |
| | ARROW AHEAD | | | | | | | | | | | | | | | | | |
| 19 | NONE | HANK AARON STATE TRAIL PARKING | 30 X 36 | 7.500 | | | 1 | | | | | | | | | | | |
| | ARROW AHEAD | | | | | | | | | | | | | | | | | |

ADDENDUM # 1

SHEET 1 OF 2

PROJECT NO: 1693-37-74

HWY: STH 100

COUNTY: MILWAUKEE

PERMANENT SIGNING QUANTITIES

PLOT BY: DOTTAR

PLOT NAME: 030502_mq.pdf

PLOT SCALE: 1:1

SHEET: 32

E

FILE NAME: N:\SPO Operations\Signing\Miscellaneous Quantities\1693-37-74\030503_mq.pptx

Addendum # 1

SHEET 2 OF 2

TYPE I & II PERMANENT SIGNING -

| SIGN NO. | SIGN CODE & SIZE | SIGN MESSAGE | TYPE II SIGN SIZE W x H [IN.] x [IN.] | SIGNS TYPE II REFLC H [SF] | SIGNS TYPE II REFLC F [SF] | WOOD POSTS 4"x6"x18" [EA] | TUBULAR STEEL POSTS 2"x2"x16" [EA] | REM SMALL SIGN SLIP [EA] | MOVE SIGN TYPE II [EA] | MOUNT ON SAME POST AS SIGN # | TYPE I SIGN SIZE W x H FEET | SIGNS TYPE I REFLECTIVE SH SF | REMOVING SIGN TYPE I EA | STEEL POST TYPE | SIGN SUPPORTS CONCRETE MASONRY CY | SIGN SUPPORTS STEEL REINFORCING LBS | SIGN SUPPORTS STRUCTURAL STEEL HS EST LBS | REMARKS / NEW SIGN LOCATION |
|----------|------------------|--------------------------------|---|----------------------------------|----------------------------------|---------------------------------|--|-----------------------------|---------------------------|------------------------------|-----------------------------------|-------------------------------------|----------------------------|-----------------|--------------------------------------|--|--|-----------------------------|
| 20 | NONE | HANK AARON STATE TRAIL PARKING | 30 x 30 | 6.250 | | 1 | | 1 | 1 | | | | | | | | | |
| 21 | NONE | ARROW LEFT | | | | | | | | | | | | | | | | |
| 22 | NONE | HANK AARON STATE TRAIL PARKING | 24 x 24 | 4.000 | | | | | | | | | | | | | | MOUNT ON LIGHT POLE |
| 23 | NONE | ARROW RIGHT | | | | | | | | | | | | | | | | |
| 24 | NONE | HANK AARON STATE TRAIL PARKING | 30 x 30 | 6.250 | | | | | | | | | | | | | | |
| 25 | NONE | ARROW RIGHT | | | | | | | | | | | | | | | | |
| 26 | NONE | HANK AARON STATE TRAIL PARKING | 30 x 30 | 6.250 | | 1 | | | | | | | | | | | | |
| 27 | NONE | ARROW RIGHT | | | | | | | | | | | | | | | | |
| 28 | NONE | HANK AARON STATE TRAIL PARKING | 24 x 30 | 5.000 | | | | | | | | | | | | | | |
| | | 1 BLOCK ARROW RIGHT | | | | | | | | | | | | | | | | |
| | | HANK AARON STATE TRAIL PARKING | 24 x 30 | 5.000 | | | | | | | | | | | | | | MOUNT ON LIGHT POLE |
| | | ARROW AHEAD | | | | | | | | | | | | | | | | |
| | | HANK AARON STATE TRAIL PARKING | 24 x 24 | 4.000 | | | | | | | | | | | | | | |
| | | ARROW RIGHT | | | | | | | | | | | | | | | | |
| | | HANK AARON STATE TRAIL | 24 x 24 | 4.000 | | | | | | | | | | | | | | |
| | | ARROW LEFT | | | | | | | | | | | | | | | | |
| | | HANK AARON STATE TRAIL PARKING | 30 x 36 | 7.500 | | | | | | | | | | | | | | MOUNT ON WOOD POST |
| | | ARROW AHEAD | | | | | | | | | | | | | | | | |
| | | UNDISTRIBUTED | | | | | | | | | | | | | | | | |
| | | TOTALS | | 121.080 | 9.000 | 6 | 16 | 8 | 5 | | | 148 | 1 | | 2.8 | 166 | 1600 | |

PROJECT NO: 1693-37-74

HWY: STH 100

COUNTY: MILWAUKEE

PERMANENT SIGNING QUANTITIES

SHEET: 32A

FILE NAME: N:\SPO Operations\Signing\Miscellaneous Quantities\1693-37-74\03603_rmq.pptx

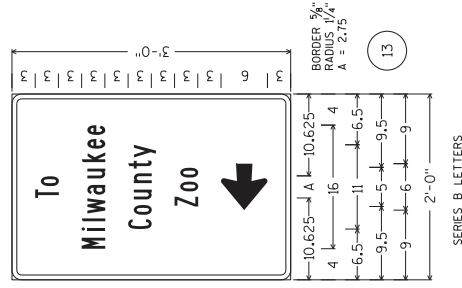
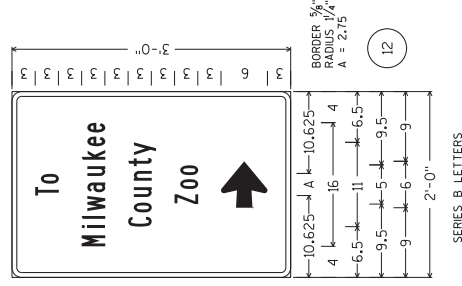
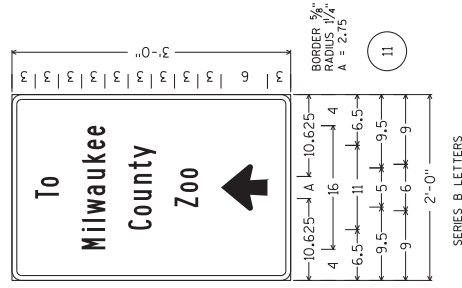
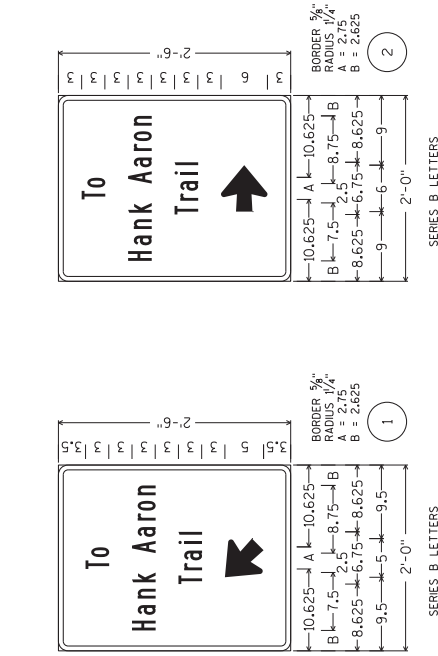
PLOT DATE: April 17, 2019

PLOT BY: DOTTAH

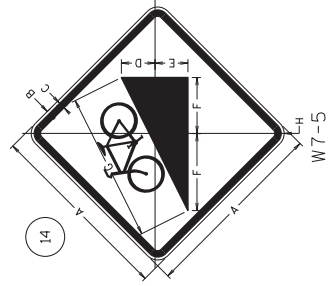
PLOT NAME: 030502_rmq.pdf

PLOT SCALE: 1:1

1. All Signs Type II - Type H Reflective
2. Color:
Background - Green
Message - White



Addendum # 1 - Signs
1 and # 2 to be
brown with white
letters



W7-5
BICYCLE HILL PLAQUE

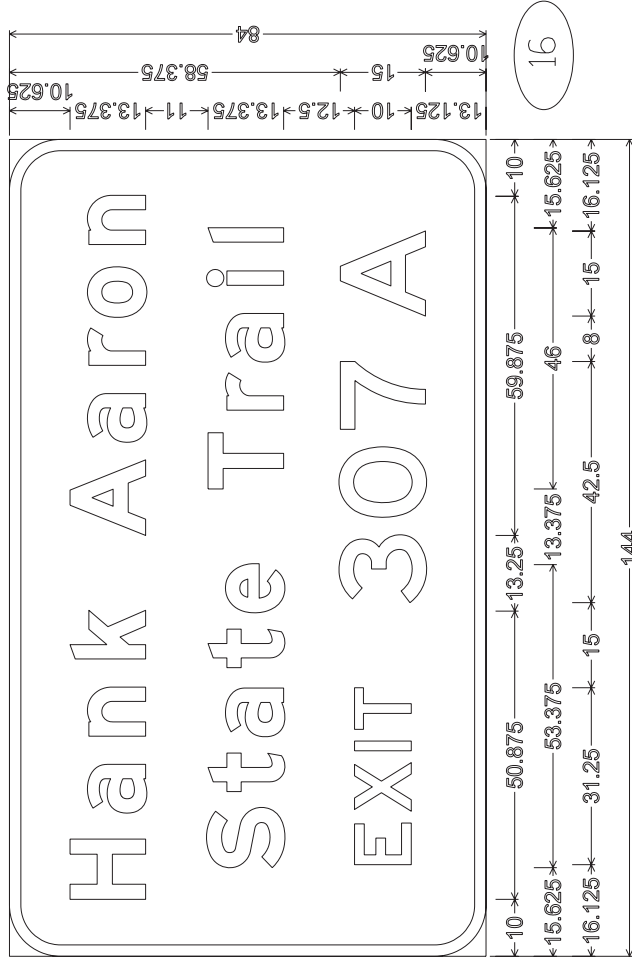
| A | B | C | D | E | F | G | H |
|--------|--------|-------|--------|-------|--------|-----|-----|
| 18.375 | 10.625 | 17.5 | 4 | 5.625 | 12.625 | 1.5 | 1.5 |
| 24.375 | 10.625 | 2.375 | 15.375 | 7.5 | 16.833 | 1.5 | 1.5 |

Colors:
Legend - Black
Background - Yellow Type F Sheetting

Addendum No. 01
ID 1693-37-74
Revised Sheet 73
May 16, 2019

NOTES

1. All Signs Type I - Type SH Reflective
2. Color:
Background - Brown
Message - White
3. Message Series - E Modified except all CAP words Series E or as noted



Identifier : E3-1
 9.000" Radius, 2.000" Border, White on Brown;
 "Hank" E Mod; "Aaron" E Mod; "State" E Mod; "Trail" E Mod; "EXIT" E;
 "307" E; "A" E;

Addendum No. 01
 ID 1693-37-74
 Added Sheet 73A
 May 16, 2019

| | | | | | | |
|---|------------------------------|-------------------|-------------|--|-----------------------|---|
| PROJECT NO: 1693-37-74 | HWY: IH 94 | COUNTY: MILWAUKEE | PERMANENT | SIGNING | SHEET NO: 73A | E |
| FILE NAME : C:\CAEfiles\Projects\Yr-dt-2402c419.dgn | PLOT DATE : 17-APR-2019 1:31 | PLOT BY : mscj9n | PLOT NAME : | PLOT SCALE : \$\$. plottscale. \$\$. | WISDOT/CADDs SHEET 42 | |

95

- \$ WISDOT/CADDs SHEET 42