

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **002**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Dane	1007-12-74	WISC 2019497	Illinois State Line - Madison; Cth Ab To Ush 12/18 Intchg - Temp	IH 039
Dane	1007-12-75	WISC 2019498	Illinois State Line - Madison; Cth Ab To Ush 12/18 Intchg - Recste	IH 039

## 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: \$830,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: July 9, 2019 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time December 15, 2021	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal 10%	This contract is subject to federal oversight.

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

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

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

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

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

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

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

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

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

Notary Seal

Type of Work: Grading, Base, Milling, Concrete Pavement, Asphalt Pavement, Bridge Construction, Bridge Deck, Overlay, Box Culvert Construction, Culvert Pipe, Storm Sewer, Guardrail, Concrete Barrier, Fence, Pavement Marking, Signs, Sign Bridges, ITS	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](http://www.bidx.com) web site or by contacting:

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:  
<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, 4<sup>th</sup> 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.

## Special Provisions

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**SPECIAL PROVISIONS**

**1. General.**

Perform the work under this construction contract for Project 1007-12-74, Illinois State Line – Madison, CTH AB to USH 12/18 INTCHG – TEMP; and Project 1007-12-75, Illinois State Line – Madison, CTH AB to USH 12/18 INTCHG – RECSTE, IH 39, Dane County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 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 grading, embankment, base aggregate, HMA pavement, concrete pavement, Structures B-13-726, B-13-727, B-13-728, C-13-3091, S-13-503, S-13-504, S-13-505, culvert pipe, storm sewer, signing and marking, ITS, native prairie seeding, living snow fence, fencing, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

**3. Prosecution and Progress.**

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

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

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

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

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

IH 39 is an oversize-overweight (OSOW) route. Maintain access for all OSOW movements during all stages of construction.

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

When engaged in roadway cleaning operations, use equipment having vacuum or water spray mechanisms to eliminate the dispersion of particulate matter into the atmosphere. If vacuum equipment is employed, it must have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

## A Sequence of Operations

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

### 1007-12-74 (IH 39)

#### Pre-Stage 1

- Pavement repairs along inside lane southbound IH 39.
- Pavement repairs along outside lane southbound IH 39 1,000 feet south of Ag Ditch 4 to north repair limit.
- Shoulder reconstruction for barrier placement north of Ag Ditch 4 both northbound and southbound IH 39.

#### Stage 1

- Place concrete barrier temporary precast (CBTP) along the median shoulder for northbound IH 39 and for southbound IH 39, for use under Project 1007-12-75.
- Construct widening along the median side of northbound IH 39.
- North of Ag Ditch 4, construct the temporary median crossover for southbound IH 39.
- Between the gore area for the eastbound to southbound ramp and eastbound USH 12/18, construct widening along the median side of southbound IH 39.
- North of Ag Ditch 4, construct a portion of the temporary median crossover for northbound IH 39.
- Remove overhead sign supports S-13-137 and S-13-156.
- Pavement repairs along outside lane southbound IH 39 1,000 ft south of Ag Ditch 4 to south repair limit.
- Concurrent work by others under Project 1007-11-80: continue to reconstruct southbound IH 39 under counter-directional 4-lane traffic on northbound IH 39.

#### Stage 2

- Construct widening along the outside of northbound IH 39.
- Construct the temporary eastbound to southbound ramp.
- Place CBTP along the outside shoulder for northbound IH 39, to be left-in-place for use under Project 1007-12-75.
- Concurrent work by others under Project 1007-11-80: during the early part of Stage 2, finish reconstruction of southbound IH 39; afterward, move southbound IH 39 traffic to the newly-constructed southbound roadway, and start on all remaining work under the project.

#### Stage 3

- Place pavement marking for northbound IH 39, and for southbound IH 39.
- Prepare for winter and clean up the project site.
- Concurrent work by others under Project 1007-11-80: complete all remaining work under the project.

### 1007-12-75 (IH 39)

#### Stage 1A

- Prepare to run counter-directional 4-lane traffic on newly widened northbound IH 39.
- Prepare to shift traffic onto the temporary eastbound to southbound ramp.
- Concurrent work by others under Project 1007-12-78: begin northbound off alignment embankment work and structures through core of USH 12/18 interchange, including the median wall between Ag Ditch 4 and eastbound USH 12/18.

#### Stage 1B

- Reconstruct southbound IH 39 in its entirety south of Ag Ditch 4.
- North of Ag Ditch 4, reconstruct the outside lane and shoulder for southbound IH 39, and the entirety of the eastbound to southbound ramp.
- Place a polymer overlay on the deck of southbound IH 39 bridge B-13-727 over Siggelkow Road
- Construct the west portion of culvert C-13-3091 at Ag Ditch 4.
- Construct the median footing for northbound IH 39 overhead sign Structures S-13-503, S-13-504, S-13-505.
- Concurrent work by others under Project 1007-12-78: continue northbound off alignment embankment work and structures through core of USH 12/18 interchange, including the median wall between Ag Ditch 4 and eastbound USH 12/18.

#### Stage 1C

- North of Ag Ditch 4, complete the middle lane and inside lane for southbound IH 39.
- Remove the temporary eastbound to southbound ramp, and in vacated areas, restore the inside shoulder of the existing ramp, and the outside shoulder for southbound IH 39.
- Concurrent work by others under Project 1007-12-78: continue northbound off alignment embankment work and structures through core of USH 12/18 interchange, including the median wall between Ag Ditch 4 and eastbound USH 12/18.

#### Stage 2A

- Prepare to run counter-directional 4-lane traffic on newly-constructed southbound IH 39.
- North of Ag Ditch 4, complete the temporary northbound median crossover.
- North of Ag Ditch 4, complete the portion of permanent southbound IH 39 inside shoulder within the limits of the temporary northbound median crossover.
- Place a polymer overlay on the deck of CTH AB bridge B-13-726 over IH 39.
- Concurrent work by others under Project 1007-12-78: continue northbound off alignment embankment work and structures through core of USH 12/18 interchange, including the median wall between Ag Ditch 4 and eastbound USH 12/18.

#### Stage 2B

- Reconstruct northbound IH 39 in its entirety.
- Remove existing northbound IH 39 bridge B-13-138 over Siggelkow Road.
- Construct northbound IH 39 bridge B-13-728 over Siggelkow Road.
- Construct the east portion of culvert C-13-3091 at Ag Ditch 4.
- Construct the outside footing and frame for northbound IH 39 overhead sign Structures S-13-503, S-13-504, S-13-505.
- Construct Siggelkow Road underneath the IH 39 bridges.
- Concurrent work by others under Project 1007-12-78: continue northbound off alignment embankment work and structures through core of USH 12/18 interchange, including the median wall between Ag Ditch 4 and eastbound USH 12/18.

#### Stage 3A

- In the IH 39 median, construct permanent features at either end of the project, after removing temporary features.
- North of Ag Ditch 4, complete the remainder of southbound IH 39 inside shoulder and associated concrete barrier wall.
- Concurrent work by others under Project 1007-12-78: continue northbound off alignment embankment work and structures through core of USH 12/18 interchange, including the median wall between Ag Ditch 4 and eastbound USH 12/18.



### Stage 3B

- Remove temporary widening along the outside of southbound IH 39.
- Clean up the project site.
- Concurrent work by others under Project 1007-12-78: continue northbound off alignment embankment work and structures through core of USH 12/18 interchange, including the median wall between Ag Ditch 4 and eastbound USH 12/18.

Do not switch traffic over to the next construction stage unless all signing, pavement marking, reflectors, temporary barrier, and traffic control drums for the stage are in place, and conflicting pavement markings and signs are removed as shown in the traffic control plans and as directed by the engineer. Allowable exceptions to this specification are crossover and intersection areas where traffic control cannot be placed until the switch is made.

Stage the construction operations to ensure that ITS devices are not down for more than two days. Salvage the wireless mesh radios and cellular modems at the locations indicated in the plans after the fiber optic network is operational.

### **B Work Restrictions**

Do not close traffic lanes on IH 39 outside of Permitted Lane Closure Times specified in the Traffic article. Assessment per the Lane Rental Fee Assessment article will be charged for lane closures outside of the Permitted Lane Closure Times.

A 2-foot minimum paved shoulder shall be maintained on IH 39 at all times adjacent to travel lane. No aggregate shoulders shall be permitted adjacent to travel lanes at any time. During the night time lane closure for shoulder work on IH 39, the existing shoulder pavement within 2 feet of the travel lane shall not be removed until the shoulder can be paved within the same night.

Complete IH 39 southbound repairs within 30 calendar days after the begin work notice has been issued.

Do not close Siggelkow Road for more than 90 consecutive calendar days. Only one closing is allowed.

Do not close CTH AB for more than three consecutive calendar days. Only one closing is allowed.

Do not close CTH AB and Siggelkow Road concurrently.

### **C Contractor Coordination**

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

Hold progress meetings once a week for Project 1007-12-74 and 1007-12-75. These meetings will take place at the Department Owned Field Office located at 2863 County Hwy N, Stoughton, WI 53589. The contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work expected to begin within the next two weeks are to attend and provide a written schedule of the next week(s)' operations. Include begin and end dates of specific prime and subcontractor work operations including lane closures and traffic switches. Invite utilities, Town of Pleasant Springs, Cottage Grove and Blooming Grove, City of Madison, and Dane County Sheriff representatives to attend the progress meetings. Agenda items at the meeting will include review of the contractor's schedule and subcontractors' schedule, utility conflicts and relocation schedule, evaluation of progress and pay items, and making revisions if necessary. Plans and specifications for upcoming work will be reviewed to prevent potential problems or conflicts between contractors.

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

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

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

## **D Migratory Birds**

Swallow and other migratory birds' nests have not been observed on or under the existing bridge, but conditions to support nesting exist. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act.

The nesting season for swallows and other birds is usually between May 1 and August 30. Either prevent active nests from becoming established or apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds or clearing nests from all structures before the nests become active in early spring. As a last resort, prevent birds from nesting by installing a suitable netting device on the remaining structure prior to nesting activity. Include the cost for preventing nesting in the cost of Removing Old Structure.

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

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

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

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

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

## **F Permanent Pavement Marking**

Coordinate installation of permanent pavement markings such that all lanes as depicted in the plans can be opened following the completion of Project 1007-12-75 Stage 3B.

## **G Native Prairie Seeding and Living Snow Fence Planting and Care**

This contract contains native prairie seeding and living snow fence installation outside the highway construction project limits.

The contractor is advised that there will be multiple mobilizations, at multiple sites within and outside the highway construction limits, for native prairie seeding and living snow fence installation. The department will make no additional payment for said mobilizations.

The department will locate and mark the native seed planting beds and living snow fence locations. The department will also locate and mark the sign locations for the native prairie seed planting areas. Notify the Corridor Vegetation Inspector 14 days in advance of any planting work or any native seed signing work to allow adequate locating time.

Corridor Vegetation Inspector contact information: Mercedes Kennedy, telephone (847) 436-8171, email [Mercedez.kennedy@aecom.com](mailto:Mercedez.kennedy@aecom.com).

Native prairie seed and living snow fence planting work will not be allowed at sites where there is active highway construction, or where there will be an upcoming highway construction contract. Prior to March 1 of every year, verify with the Corridor Vegetation Inspector the availability of planting sites.

## H Interim and Final Completion of Work

Complete the IH 39 Southbound Pavement Repairs construction operations on project 1007-12-74 prior to 12:01 AM September 12, 2019. The following work must be complete: Milling, overlay, base patching, cleaning and sealing joint, and shoulder shaping.

If the contractor fails to complete all work on project 1007-12-74 IH 39 Southbound Pavement Repairs and to reopen IH 39 to through traffic prior to 12:01 AM September 12, 2019, the department will assess the contractor \$2,070 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, September 12, 2019. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Complete construction operations and all work on project 1007-12-74 and reopen IH 39 to through traffic prior to 12:01 AM November 16, 2019.

If the contractor fails to complete all work on project 1007-12-74 and to reopen IH 39 to through traffic prior to 12:01 AM November 16, 2019, the department will assess the contractor \$15,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, November 16, 2019. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Complete construction operations on project 1007-12-75 including all work except for the installation of Living Snow Fence, Native Seed Surveillance and Care Cycles and reopen it to through traffic prior to 12:01 AM November 13, 2020.

If the contractor fails to complete all work, except for the items noted in the preceding paragraph, and to reopen IH 39 to through traffic prior to 12:01 AM November 13, 2020, the department will assess the contractor \$15,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, November 13, 2020. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Complete all work on project 1007-12-75 through Stage 2A prior to 12:01 AM June 29, 2020.

If the contractor fails to complete all work through Stage 2A on project 1007-12-75 prior to 12:01 AM June 29, 2020, the department will assess the contractor \$10,000 in interim liquidated damages for each calendar day that this work remains incomplete after 12:01 AM, June 29, 2020. An entire calendar day will be charged for any period of time within a calendar day that this work remains incomplete beyond 12:01 AM.

At the beginning of the Bridge Structure Replacement (B-13-728) operations, close Siggelkow Road to through traffic for a maximum of 90 calendar days. Do not reopen until completing the following work: removing bridge falsework, HMA Pavement, base aggregate, beam guard and concrete barrier installation, and signing and pavement marking.

If the contractor fails to complete the work necessary to reopen Siggelkow Road to traffic within 90 calendar days, the department will assess the contractor \$2,070 in interim liquidated damages for each calendar day contract work remains incomplete beyond 90 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

0009 (20151210)

At the beginning of the CTH AB Polymer Overlay operations, close CTH AB to through traffic for a maximum of 3 calendar days. Do not reopen until completing the following work: polymer overlay has been applied.

If the contractor fails to complete the work necessary to reopen CTH AB to traffic within 3 calendar days, the department will assess the contractor \$2,070 in interim liquidated damages for each calendar day contract work remains incomplete beyond 3 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

0009 (20151210)

The department will not grant time extensions to the interim completion dates specified above for the following:

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

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

#### **4. Traffic.**

##### **General**

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

Do not begin or continue any work that closes traffic lanes outside the permitted lane closure times specified in this article.

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

IH 39 will remain open to through traffic at all times for the duration of this project except for approved lane closures or rolling closures as approved by the engineer. Single lane operation on IH 39 is only allowed during Permitted Lane Closure Times with approval of the engineer. Lane closures shall be according to the traffic control plans and shall have the approval of the engineer and the Traffic Management Center (TMC) (414-227-2142).

The contractor is responsible for coordinating with the following school districts to ensure that bus routes are maintained and accessible throughout construction.

##### Stoughton School

Stoughton Area School District  
Department of Transportation  
(608) 877-5063

##### McFarland School District

Nelson's Bus Service  
(608) 205-9040

The contractor is also responsible for coordinating with the following post offices to ensure that mail delivery is maintained for residents along the project:

##### Cottage Grove

451 W Cottage Grove Rd  
Cottage Grove, WI 53527  
(608) 839-3931

##### McFarland

5315 Long St  
McFarland, WI 53558  
(608) 838-6535

##### Stoughton

246 E Main St  
Stoughton, WI 53589  
(608) 877-9020

## **Traffic operations during all stages**

- Maintain two lanes of traffic in each direction at all times on IH 39\*\*.
- Maintain mainline traffic on IH 39 and the eastbound to southbound ramp on a paved concrete or hot mix asphalt surface at all times.
- Maintain a minimum lane width of 12-feet on IH 39 (16-foot minimum clear width when restricted to one lane except project 1007-12-74 Stage 2 when a 12-foot signed width restriction is permitted for southbound IH 39, when closing the outside lane for pavement repair, as shown in the plan).
- Maintain a minimum single lane width of 15-feet for the eastbound to southbound ramp, except that traffic control drums may encroach 4-foot into the 15'-lane during the same hourly restrictions as for closures of lanes on IH 39 (16-foot minimum clear width provided at all times).
- Maintain traffic on the southbound IH 39 loop ramps at all times (southbound to eastbound and westbound to southbound).
- Project 1007-12-74: Maintain traffic on CTH AB and Siggelkow Road at all times.
- Project 1007-12-75: Close CTH AB once for up to three calendar days to place a polymer overlay on the bridge over IH 39. The closure of CTH AB will occur during the period of the week starting at noon Monday and ending 6:00 AM Friday. Otherwise, maintain traffic on CTH AB at all times. Do not close CTH AB concurrently with Siggelkow Road. Do not run construction traffic along Siggelkow Road when CTH AB is closed.
- Project 1007-12-75: Close Siggelkow Road for up to 90 working days to replace the northbound IH 39 bridge. Otherwise, maintain traffic on Siggelkow Road at all times.
- Maintain local access to residences.

*\*\* Except during lane closures allowed as specified in the Lane Closures section.*

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

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

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

Do not deliver or store materials and equipment within open travel lanes or open side roads during any stage of construction.

Conduct operations in a manner that will cause the least interference to traffic and pedestrian movements. Maintain vehicle and pedestrian access at all times to buildings within the limits of construction.

## **Definitions**

The following definitions apply to this contract:

## **Lane Closures**

Single lane and shoulder closures on IH 39 may be permitted during permitted lane and shoulder closure times for work required to complete the work activities. During the times when one lane is allowed to be closed, a minimum clear width of 16 feet, including the adjacent shoulder (with the lone exception for southbound IH 39 during Stage 2 of 1007-12-74, identified above) shall be maintained at all times. Times listed for permitted lane and shoulder closures include setup and breakdown of any equipment and traffic control devices.

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

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

All lane and shoulder closures shall be removed when work is not in progress.

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

### **Lane and Shoulder Closure Times**

IH 39 lane and shoulder closures are allowed only at the times in the following tables and text. At all other times all lanes and shoulders shall be fully open to traffic.

The engineer will have the ability to suspend work activities during the periods listed below in the event that undesirable traffic congestion develops that has the potential to cause lengthy motorist delay or unsafe working conditions.

#### Permitted Lane Closure Times

<b>Day of the Week</b>	<b>IH 39</b>
Monday	12:00 AM – 5:00 AM 9:00 PM – 11:59 PM
Tuesday	12:00 AM – 5:00 AM 9:00 PM – 11:59 PM
Wednesday	12:00 AM – 5:00 AM 9:00 PM – 11:59 PM
Thursday	12:00 AM – 5:00 AM 9:00 PM – 11:59 PM
Friday	12:00 AM – 5:00 AM 10:00 PM – 11:59 PM
Saturday	12:00 AM – 7:00 AM 11:00 PM – 11:59 PM
Sunday	12:00 AM – 7:00 AM 10:00 PM – 11:59 PM

Lane closures should be continuous when possible. A two mile minimum spacing is required where continuous lane closures are not feasible or desirable.

Shoulder closures on IH 39 are allowed during the project, except that both shoulders in the same direction of travel may not be closed concurrently.

### Permitted Shoulder Closure Times

Day of the Week	IH 39
Monday	12:00 AM – 3:00 PM 6:00 PM – 11:59 PM
Tuesday	12:00 AM – 3:00 PM 6:00 PM – 11:59 PM
Wednesday	12:00 AM – 3:00 PM 6:00 PM – 11:59 PM
Thursday	12:00 AM – 3:00 PM 6:00 PM – 11:59 PM
Friday	12:00 AM – 1:00 PM 6:00 PM – 11:59 PM
Saturday	12:00 AM – 10:00 AM 2:00 PM – 11:59 PM
Sunday	12:00 AM – 11:00 AM 4:00 PM – 11:59 PM

For all freeway closures, a maximum of one lane and one shoulder may be closed at any one time at a specific location.

Coordinate with the State Patrol through Jeff Gustafson of the Wisconsin Department of Transportation Madison Office at (608) 516-6400 or [jeffrey.gustafson@dot.wi.gov](mailto:jeffrey.gustafson@dot.wi.gov).

### **Roadway Closures**

Place Traffic Control Signs Portable Changeable Message for all lane closures on IH 39 as shown on the plans at least seven days prior to the lane closure.

Project 1007-12-75: Place Traffic Control Signs Portable Changeable Message for the closure of CTH AB as shown on the plans at least ten days prior to the roadway closure.

Project 1007-12-75: Place Traffic Control Signs Portable Changeable Message for the closure of Siggelkow Road as shown on the plans at least ten days prior to the roadway closure.

All lane and roadway closures are subject to the approval of the Region traffic engineer.

### **Rolling Stops**

Along northbound IH 39 during Stage 1 under project 1007-12-74, rolling stops will be required to remove an overhead sign structure. Rolling stops may occur any night of the week between 11:00 PM and 5:00 AM and may be combined with a single lane closure. Limit rolling stops to one night. Provide for advanced signing, traffic control personnel, department personnel, and law enforcement personnel to be on site prior to and during operations that require rolling stops. Schedule operations to avoid requiring law enforcement vehicles to slow down traffic for more than 15 minutes. Allow vehicles delayed by a rolling stop to clear the area before initiating another rolling stop.

Along northbound IH 39 during Stage 2 under project 1007-12-74, rolling stops will be permitted for rock blasting, if necessary. Rolling stops for rock blasting will be permitted Monday through Thursday between 6:00 PM and one-half hour before dark and can be combined with a single lane closure. Limit rolling stops to one night. Provide for advanced signing, traffic control personnel, department personnel, and law enforcement personnel to be on site prior to and during operations that require rolling stops. Schedule operations to avoid requiring law enforcement vehicles to slow down traffic for more than 15 minutes. Allow vehicles delayed by a rolling stop to clear the area before initiating another rolling stop.

Along southbound IH 39 during Stage 1B under project 1007-12-75, rolling stops will be permitted for rock blasting, if necessary. Rolling stops for rock blasting will be permitted Monday through Thursday between 6:00 PM and one-half hour before dark and can be combined with a single lane closure. Limit rolling stops to one night. Provide for advanced signing, traffic control personnel, department personnel, and law enforcement personnel to be on site prior to and during operations that require rolling stops. Schedule operations to avoid requiring law enforcement vehicles to slow down traffic for more than 15 minutes. Allow vehicles delayed by a rolling stop to clear the area before initiating another rolling stop.

### **Advance Notification**

Notify Dane County, the Towns of Pleasant Springs, Cottage Grove, and Blooming Grove, City of Madison, Dane County Government Public Safety Communications, and Dane County Sheriff's Department 48 hours in advance of the start of work, closures of existing streets, and prior to traffic control changes. Notifications must be given by 4:00 PM on Thursday for any such work to be done on the following Monday.

Notify Stoughton, McFarland, Madison, Monona, and Cottage Grove School Districts two weeks prior to construction. Also notify them one week prior to traffic switches and lane closures.

Advance notification as described above is considered incidental to the Traffic Control bid item.

### **Clear Zone Working Restrictions**

Do not leave any slopes steeper than 3:1 within the clear zone or any drop offs at the edge of the traveled way greater than 2 inches which are not protected by temporary precast barrier. The temporary clear zone for IH 39 is 30 feet.

Do not perform heavy equipment work in the IH 39 median or adjacent to the shoulder at any time unless protected by concrete barrier in both directions except during night work with permitted lane closures.

Store materials or park equipment a minimum of 30 feet from the edge of the IH 39 traveled way. Equipment may be parked in the median if it is protected by concrete barrier.

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

### **Portable Changeable Message Signs – Message Prior Approval**

After coordinating with department construction field staff, notify Jeff Gustafson at the Southwest Region Madison Office, (608) 516-6400, 3 weeks prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. The department will review the proposed message and either approve the message or make necessary changes.

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

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



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

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

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

### **Temporary Regulatory Speed Limit Reduction**

During engineer-approved regulatory speed limit reductions, install temporary speed limit signs on the inside and outside shoulders of divided roadways to enhance visibility. On two-lane, two way roadways, install temporary speed limit signs on shoulders. When construction activities impede the location of a post-mounted regulatory speed limit sign, relocate the sign for maximum visibility to motorists. If work last less than 7 days, mount the regulatory speed limit sign on a portable sign support.

Post temporary regulatory speed limit signs in work zone only during continuous worker activity. During periods of no work activity or when the traffic controls are removed from the roadway, cover or remove the temporary speed limit signs.

Coordinate with Regional Traffic Section to identify the construction stages that have approved temporary regulatory speed zones documented in a Temporary Speed Zone Declaration. Primary contact phone number: Josh Koebernick, (608) 516-6542, secondary contact number: Rich Cannon, (608) 516-4331.

Contact the Region Traffic Section at least 14-calendar days before installing the temporary speed zone. After installation of the temporary speed zone is complete, notify the Regional Traffic Section with field locations of temporary speed zones.

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

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

### **Protection of Bridge Pier Columns**

Bridge pier columns are to remain protected at all times throughout construction with concrete barrier temporary precast or guardrail.

### **Construction Access**

Restrict work on IH 39 within closed shoulders as allowed by the plans or engineer. All construction access is prohibited from live IH 39 lanes unless a single lane closure is in place and is subject to approval of the engineer.

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

Construction traffic may cross exit and entrance ramps to get to work zones during daytime hours only. The contractor shall use a flagger to direct construction vehicles across a ramp when a gap in ramp traffic is available. Ramp traffic shall not be flagged or stopped. The location of all crossings shall be in a visible location to ramp traffic and is subject to approval of the engineer.

### **General Access**

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

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

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

Delivery and removal of materials and equipment via IH 39 shall only take place during nighttime traffic control operations when a lane closure is in place.

Except during bridge demolition or placement of girders, the contractor shall maintain access for emergency vehicles to pass through the construction site on CTH AB and Siggelkow Road. Do not store equipment or materials on CTH AB or Siggelkow Road.

### **Access to sites for Native Prairie Seeding and Living Snow Fence Planting and Care**

Obtain prior approval from the engineer for access location(s) to each site identified in the plans for native prairie seeding and living snow fence installation. Contractor access to the sites shall be from side roads and interchange ramps and not from IH 39, to the extent possible. Conduct operations in a manner that will cause the least interference to traffic.

Workers, material, and equipment should plan to access sites by traveling off-road within the highway right-of-way to the extent that the routes are navigable by vehicles.

Temporary lane closures and/or halting of traffic on live roadways is restricted to side roads only and shall be no longer than 2 hours per day for delivery of material and/or equipment. A flagging operation is required for any temporary lane closure on a side road. Temporary lane closures shall be according to SDD "Traffic Control for Lane Closure With Flagging Operation". Flagging operations shall not delay either direction of traffic more than 15 minutes and the contractor shall allow all vehicles in the queue to clear prior to subsequent flagging operations.

Ramps shall remain open to traffic at all times. Ramp shoulder closures will not be allowed within 1000 feet of a ramp gore. Ramp shoulder closures are limited to 2 hours per day for material and/or equipment delivery.

Access to a planting site directly from IH 39 will only be allowed from a closed shoulder that is 10-feet minimum width. The location of IH 39 shoulder closures, if necessary, for material and/or equipment delivery, must be requested and pre-approved by the department. Include written justification for the shoulder closure and the anticipated duration in the request. The shoulder closure must occur on the same side of the road as the planting work. Workers, equipment, and materials are prohibited from crossing IH 39. A request for IH 39 shoulder closure does not constitute approval. IH 39 shoulder closures must be entered in the Wisconsin Lane Closure System (LCS) as specified in this article. IH 39 shoulder closures are prohibited when traffic is in a counter-directional configuration on one side of the roadway.

Close shoulders according to the requirements of standard detail drawings 'Traffic Control, Shoulder Closure on Divided Roadway, Speeds Greater than 40 M.P.H.' and 'Traffic Control, Work on Shoulder or Parking Lane, Undivided Roadway.'

All materials and equipment may be stored at the planting sites if located outside the planting boundary and inside the highway right-of-way as shown in the plans. No materials and equipment may be stored closer than 36 feet from the edge of any traveled way.

The use of temporary construction access point(s) to IH 39 from private property is prohibited without the prior written approval from FHWA and the department. Follow the requirements specified in article "Notice to contractor - New or Revised Temporary Construction Access to IH 39" to request this type of access point. Cutting of access control fence must be repaired by the contractor at their expense.

Construction traffic cannot travel counter-directional adjacent to IH 39 traffic except behind concrete barrier or guardrail.

U-Turns at existing maintenance crossovers or temporary crossovers between the IH 39 northbound and southbound lanes will not be allowed.

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

If the contractor is unsure whether an individual work operation, for planting or seeding, will meet the traffic safety requirements of the department, review the proposed work operation with the engineer before proceeding with the work.

## **5. Lane Rental Fee Assessment.**

### **A General**

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

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

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

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

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

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

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

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

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

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

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

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

stp-108-065 (20161130)

## 6. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 39 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, August 30, 2019 to 6:00 AM Tuesday, September 3, 2019 for Labor Day;
- From 12:00 AM to 11:59 PM Monday, October 14, 2019 for Columbus Day;
- From noon Friday, November 22, 2019 to 6:00 AM Monday, November 25, 2019 for opening weekend of gun deer season;
- From noon Wednesday, November 27, 2019 to 6:00 AM Monday December 2, 2019 for Thanksgiving Day;
- From noon Tuesday, December 24, 2019 to 6:00 AM Thursday December 26, 2019 for Christmas Day;
- From noon Tuesday, December 31, 2019 to 6:00 AM Thursday January 2, 2020 for New Year's Day;
- From noon Friday, April 10, 2020 to 6:00 AM Monday, April 13, 2020 for Good Friday and Easter;
- From noon Friday, May 22, 2020 to 6:00 AM Tuesday, May 26, 2020 for Memorial Day;
- From noon Friday, July 3, 2020 to 6:00 AM Monday July 6, 2020 for Independence Day;
- From noon Friday, September 4, 2020 to 6:00 AM Tuesday, September 8, 2020 for Labor Day;
- From 12:00 AM to 11:59 PM Monday, October 12, 2020 for Columbus Day;
- From noon Friday, November 20, 2020 to 6:00 AM Monday, November 23, 2020 for opening weekend of gun deer season;
- From noon Wednesday, November 25, 2020 to 6:00 AM Monday November 30, 2020 for Thanksgiving Day;
- From noon Thursday, December 24, 2020 to 6:00 AM Monday December 28, 2020 for Christmas Day;
- From noon Thursday, December 31, 2020 to 6:00 AM Monday January 4, 2021 for New Year's Day;
- From noon Friday, April 2, 2021 to 6:00 AM Monday, April 5, 2021 for Good Friday and Easter;
- From noon Friday, May 28, 2021 to 6:00 AM Tuesday, June 1, 2021 for Memorial Day;
- From noon Friday, July 2, 2021 to 6:00 AM Monday July 5, 2021 for Independence Day;
- From noon Friday, September 3, 2021 to 6:00 AM Tuesday, September 7, 2021 for Labor Day;
- From 12:00 AM to 11:59 PM Monday, October 11, 2021 for Columbus Day;
- From noon Friday, November 19, 2021 to 6:00 AM Monday, November 22, 2021 for opening weekend of gun deer season;
- From noon Wednesday, November 24, 2021 to 6:00 AM Monday November 29, 2021 for Thanksgiving Day.

stp-107-005 (20181119)

## 7. Utilities.

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

stp-107-065 (20080501)

There are underground and overhead utility facilities located within the project limits. The contractor shall coordinate their construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. The contractor shall use caution to ensure the integrity of the underground facilities and shall maintain code clearances from overhead facilities at all times.

### **Project 1007-12-74**

#### **Alliant Energy (WPL) – Electric**

Alliant Energy – Electric has existing underground crossings of IH 39 northbound at approximately Stations 434+00 'TNB' and 466+25 'TNB'. The contractor shall exercise caution when working near these facilities and shall coordinate with Alliant Energy – Electric when grading near this location.

Alliant Energy - has both underground and overhead facilities in other portions of the project area that are not anticipated to be in conflict. All known conflicts have previously been addressed in other projects (IDs 1007-10-71 and 1007-10-81). The contractor shall exercise caution when working around these facilities.

The field contact for Alliant Energy – Electric is Mike Brolin, 4902 N. Biltmore Lane, Madison, WI 53718, telephone (608) 458-4871, email [MichaelBrolin@alliantenergy.com](mailto:MichaelBrolin@alliantenergy.com).

### **Alliant Energy (WPL) – Gas**

Alliant Energy – Gas has facilities within the project area; however, no adjustments are anticipated.

The field contact for Alliant Energy – Gas is Mike Brolin, 4902 N. Biltmore Lane, Madison, WI 53718, telephone (608) 458-4871, email [MichaelBrolin@alliantenergy.com](mailto:MichaelBrolin@alliantenergy.com).

### **ANR Pipeline – Gas**

ANR Pipeline – Gas has two underground high pressure gas lines crossings at Stations 496+50 'TNB' and 496+80 'TNB' but no conflicts are anticipated. The contractor shall exercise caution when working near these facilities.

The field contact for TransCanada is Dick Mellom, 6827 Consolidated School Road, Janesville, WI 53545, telephone (608) 373-6923, mobile (331) 256-0815, email [dick\\_mellom@transcanada.com](mailto:dick_mellom@transcanada.com).

### **ATC Management Inc.**

ATC Management Inc. has 345kV overhead facilities in the project area. No conflicts are anticipated. The contractor shall exercise caution when working around these facilities.

The following items must be followed by the highway contractor when working around ATC facilities:

- Unobstructed ATC access to the transmission line and structures must be maintained at all times.
- No stockpiling or staging of equipment/materials within 20' under or near the ATC transmission lines and structures.
- Any damage to ATC facilities must be reported immediately to Doug Vosburg at telephone (608) 877-7650
- Any proposed grade change of greater than 1-foot from what is shown on the plan, in the area of the transmission line structures must be approved by ATC prior to that grade change being constructed.
- Coordinate grading operations within 15' of a transmission structure 7 days in advance with the ATC field contact, Doug Vosburg.

The field contact for American Transmission Company is Doug Vosburg, 2489 Rinden Road, Cottage Grove, WI 53527, telephone (608) 877-7650, mobile (608) 438-7650, email [dvosburg@atcllc.com](mailto:dvosburg@atcllc.com).

### **AT&T Wisconsin**

AT&T Wisconsin has facilities within the project area; however, no adjustments are anticipated.

The field contact for AT&T Wisconsin is Carol Anason, 316 West Washington Avenue, Madison, WI, 53701, telephone (608) 252-2385, mobile (920) 475-2977, email [ca2624@att.com](mailto:ca2624@att.com).

### **Charter Communications**

Charter has facilities within the project area; however, no adjustments are anticipated.

The field contact for Charter Communications is Brandon Strom, 2701 Daniels Street, Madison, WI 53718, office telephone (608) 444-9493, email [brandon.strom@charter.com](mailto:brandon.strom@charter.com).

### **City of Madison – Communication Line**

City of Madison – Communication Line has various facilities within the project area; however, no adjustments are anticipated.

The field contact for City of Madison – Communication Line is Mike Benzschawel, 4767 Sayle Street, Madison, WI 53715, telephone (608) 266-9031, email [mbenzschawel@cityofmadison.com](mailto:mbenzschawel@cityofmadison.com).

### **City of Madison – Street Lighting**

City of Madison – Street Lighting has various facilities within the project area; however, no adjustments are anticipated.

The field contact for City of Madison – Street Lighting is Mike Benzschawel, 4767 Sayle Street, Madison, WI 53715, telephone (608) 266-9031, email [mbenzschawel@cityofmadison.com](mailto:mbenzschawel@cityofmadison.com).

### **City of Madison – Sewer**

City of Madison – Sewer has facilities within the project area; however, no adjustments are anticipated.

The field contact for City of Madison – Sewer is Greg Fries, 210 Martin Luther King, JR. Blvd, Madison, WI 53703, telephone (608) 266-4751, email [Gfries@cityofmadison.com](mailto:Gfries@cityofmadison.com).

### **Flint Hills Resource - Gas**

Flint Hills Resource – Gas has an existing underground facility crossing IH 39 at Station 534+00 ‘TNB’. No conflicts are anticipated. The contractor shall exercise caution when working near this facility.

The field contact for Flint Hills Resource is Elizabeth Bartley, 13775 Clark Road, Rosemount, MN, 55068, telephone (612) 244-9950, email [Elizabeth.Bartley@FHR.com](mailto:Elizabeth.Bartley@FHR.com).

### **Frontier Communications**

Frontier Communications has three existing buried crossing of IH 39 at Stations 434+50 ‘TNB’, 469+50 ‘TNB’, and 500+25 ‘TNB’ as well as additional underground and overhead facilities. All known conflicts have been addressed under previous projects (ID 1007-10-71 and 1007-10-81). No conflicts are anticipated. The contractor shall exercise caution when working near these facilities.

The field contact for Frontier Communications is Calvin Klade, 521 North 4<sup>th</sup> Street, Wausau, WI 54403, telephone (715) 573-2110, email [calvin.klade@ftr.com](mailto:calvin.klade@ftr.com).

### **Madison Gas and Electric – Electric**

Madison Gas and Electric – Electric has an existing underground facility crossing IH 39 at Station 533+25 ‘TNB’ as well as other facilities within the project area; however, no adjustments are anticipated.

The field contact for Madison Gas and Electric – Electric is Rich Parker, 13 S. Blair St., Madison, WI 53788, telephone (608) 252-7379, email [rparker@MGE.com](mailto:rparker@MGE.com).

### **Madison Gas and Electric – Gas**

Madison Gas and Electric – Gas has an existing underground facility crossing IH 39 at Station 465+50 ‘TNB’ as well as other facilities within the project area; however, no adjustments are anticipated. A retired underground facility crosses IH 39 at STA 467+50 ‘TNB’. All known conflicts have been addressed under a previous project (ID 1007-10-71).

The field contact for Madison Gas and Electric – Gas is Roger Ahles, 623 Railroad Street, Madison, WI 53701, telephone (608) 252-5682, email [rahles@MGE.com](mailto:rahles@MGE.com).

### **Madison Metropolitan Sewerage District - Sewer**

Madison Metropolitan Sewerage District - Sewer has an existing underground facility crossing IH 39 at Station 527+75 ‘TNB’ as well as other facilities within the project area; however, no adjustments are anticipated.

The field contact for Madison Metropolitan Sewerage District – Sewer is Eric Hjellen, 1610 Moorland Rd, Madison, WI 53713, telephone (608) 222-1202, email [Erich@Madsewer.org](mailto:Erich@Madsewer.org).

### **Madison Water Utility – Water**

Madison Water Utility - Water has facilities within the project area; however, no adjustments are anticipated.

The field contact for Madison Water Utility - Water is Adam Wiederhoeft, 119 Olin Ave, Madison, WI 53713, telephone (608) 266-9121, email [Awiederhoeft@madisonwater.com](mailto:Awiederhoeft@madisonwater.com).

### **TDS – Communication Line**

TDS – Communication Line will be installed near Siggelkow Road in the Spring/Summer of 2019; no adjustments are anticipated.

The field contact for TDS – Communication Line is Jerry Myers, 525 Junction Road, Madison, WI 53717, telephone (608) 664-4404, email [Jerry.Myers@TDStelecom.com](mailto:Jerry.Myers@TDStelecom.com).

### **Windstream a/k/a McLeod USA**

Windstream has an existing underground facility crossing IH 39 at Station 469+50 'TNB' as well as other underground facilities within the project area. All known conflicts have been addressed under previous projects (ID 1007-10-71). No conflicts are anticipated. The contractor shall exercise caution when working near these facilities.

The field contact for Windstream Communications is Kevin Parris, 1858 Wright Street, Madison, WI, 53714, telephone (608) 819-5016, mobile (608) 416-3291, email [kevin.j.parris@windstream.com](mailto:kevin.j.parris@windstream.com).

### **Wisconsin Department of Transportation – Communication Line**

Wisconsin Department of Transportation – Communication Line has an existing underground facility crossing IH 39 at Station 533+75 'TNB' as well as other facilities within the project area; however, no adjustments are anticipated.

The field contact for Wisconsin Department of Transportation – Communication Line is Kyle Hemp, 2101 Wright Street, Madison, WI 53704, telephone (608) 246-5367, email [kyle.hemp@dot.wi.gov](mailto:kyle.hemp@dot.wi.gov).

### **Project 1007-12-75**

#### **Alliant Energy (WPL) – Electric**

Alliant Energy – Electric has existing underground crossings of IH 39 at approximately Stations 2434+00 'NB' and 2466+55 'NB'. The contractor shall exercise caution when working near these facilities and shall coordinate with Alliant Energy – Electric when grading near this location.

Alliant Energy - has both underground and overhead facilities in other portions of the project area that are not anticipated to be in conflict. All known conflicts have previously been addressed in other projects (IDs 1007-10-71 and 1007-10-81). The contractor shall exercise caution when working around these facilities.

The field contact for Alliant Energy – Electric is Mike Brolin, 4902 N. Biltmore Lane, Madison, WI 53718, telephone (608) 458-4871, email [MichaelBrolin@alliantenergy.com](mailto:MichaelBrolin@alliantenergy.com).

#### **Alliant Energy (WPL) – Gas**

Alliant Energy – Gas has facilities within the project area; however, no adjustments are anticipated.

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## **ANR Pipeline – Gas**

ANR Pipeline – Gas has two underground high pressure gas lines crossings at Stations 2496+50 'NB' and 2496+80 'NB' but no conflicts are anticipated. The contractor shall exercise caution when working near these facilities.

The field contact for TransCanada is Dick Mellom, 6827 Consolidated School Road, Janesville, WI 53545, telephone (608) 373-6923, mobile (331) 256-0815, email [dick\\_mellom@transcanada.com](mailto:dick_mellom@transcanada.com).

## **ATC Management Inc.**

ATC Management Inc. has 345kV overhead facilities in the project area. No conflicts are anticipated. The contractor shall exercise caution when working around these facilities.

The following items must be followed by the highway contractor when working around ATC facilities:

- Unobstructed ATC access to the transmission line and structures must be maintained at all times.
- No stockpiling or staging of equipment/materials within 20' under or near the ATC transmission lines and structures.
- Any damage to ATC facilities must be reported immediately to Doug Vosburg at telephone (608) 877-7650
- Any proposed grade change of greater than 1-foot from what is shown on the plan, in the area of the transmission line structures must be approved by ATC prior to that grade change being constructed.
- Coordinate grading operations within 15' of a transmission structure 7 days in advance with the ATC field contact, Doug Vosburg.

The field contact for American Transmission Company is Doug Vosburg, 2489 Rinden Road, Cottage Grove, WI 53527, telephone (608) 877-7650, mobile (608) 438-7650, email [dvosburg@atcllc.com](mailto:dvosburg@atcllc.com).

## **AT&T Wisconsin**

AT&T Wisconsin has facilities within the project area; however, no adjustments are anticipated.

The field contact for AT&T Wisconsin is Carol Anason, 316 West Washington Avenue, Madison, WI, 53701, telephone (608) 252-2385, mobile (920) 475-2977, email [ca2624@att.com](mailto:ca2624@att.com).

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Charter has facilities within the project area; however, no adjustments are anticipated.

The field contact for Charter Communications is Brandon Strom, 2701 Daniels Street, Madison, WI 53718, office telephone (608) 444-9493, email [brandon.strom@charter.com](mailto:brandon.strom@charter.com).

## **City of Madison – Communication Line**

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The field contact for City of Madison – Communication Line is Mike Benzschawel, 4767 Sayle Street, Madison, WI 53715, telephone (608) 266-9031, email [mbenzschawel@cityofmadison.com](mailto:mbenzschawel@cityofmadison.com).

## **City of Madison – Street Lighting**

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The field contact for City of Madison – Street Lighting is Mike Benzschawel, 4767 Sayle Street, Madison, WI 53715, telephone (608) 266-9031, email [mbenzschawel@cityofmadison.com](mailto:mbenzschawel@cityofmadison.com).

## **City of Madison – Sewer**

City of Madison – Sewer has facilities within the project area; however, no adjustments are anticipated.



The field contact for City of Madison – Sewer is Greg Fries, 210 Martin Luther King, JR. Blvd, Madison, WI 53703, telephone (608) 266-4751, email [Gfries@cityofmadison.com](mailto:Gfries@cityofmadison.com).

### **Flint Hills Resource - Gas**

Flint Hills Resource – Gas has an existing underground facility crossing IH 39 at Station 2534+00 'SB', where the work is. No conflicts are anticipated. The contractor shall exercise caution when working near this facility.

The field contact for Flint Hills Resource is Elizabeth Bartley, 13775 Clark Road, Rosemount, MN, 55068, telephone (612) 244-9950, email [Elizabeth.Bartley@FHR.com](mailto:Elizabeth.Bartley@FHR.com)

### **Frontier Communications**

Frontier Communications has three existing buried crossing of IH 39 at Stations 2434+50 'NB', 2469+50 'NB', and 2500+25 'NB' as well as additional underground and overhead facilities. All known conflicts have been addressed under previous projects (ID 1007-10-71 and 1007-10-81). No conflicts are anticipated. The contractor shall exercise caution when working near these facilities.

The field contact for Frontier Communications is Calvin Klade, 521 North 4<sup>th</sup> Street, Wausau, WI 54403, telephone (715) 573-2110, email [calvin.klade@ftr.com](mailto:calvin.klade@ftr.com).

### **Madison Gas and Electric – Electric**

Madison Gas and Electric – Electric has an existing underground facility crossing IH 39 at Station 2533+25 'NB' as well as other facilities within the project area; however, no adjustments are anticipated.

The field contact for Madison Gas and Electric – Electric is Rich Parker, 13 S. Blair St., Madison, WI 53788, telephone (608) 252-7379, email [rparker@MGE.com](mailto:rparker@MGE.com).

### **Madison Gas and Electric – Gas**

Madison Gas and Electric – Gas has an existing underground facility crossing IH 39 at Station 2465+50 'NB' as well as other facilities within the project area; however, no adjustments are anticipated. A retired underground facility crosses IH 39 at STA 2467+50 'NB'. All known conflicts have been addressed under a previous project (ID 1007-10-71).

The field contact for Madison Gas and Electric – Gas is Roger Ahles, 623 Railroad Street, Madison, WI 53701, telephone (608) 252-5682, email [rahles@MGE.com](mailto:rahles@MGE.com).

### **Madison Metropolitan Sewerage District - Sewer**

Madison Metropolitan Sewerage District - Sewer has an existing underground facility crossing IH 39 at Station 527+75 'TNB' as well as other facilities within the project area; however, no adjustments are anticipated.

The field contact for Madison Metropolitan Sewerage District – Sewer is Eric Hjellen, 1610 Moorland Rd, Madison, WI 53713, telephone (608) 222-1202, email [Erich@Madsewer.org](mailto:Erich@Madsewer.org).

### **Madison Water Utility – Water**

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### **TDS – Communication Line**

TDS – Communication Line will be installed near Siggelkow Road in the Spring/Summer of 2019; no adjustments are anticipated.

The field contact for TDS – Communication Line is Jerry Myers, 525 Junction Road, Madison, WI 53717, telephone (608) 664-4404, email [Jerry.Myers@TDStelecom.com](mailto:Jerry.Myers@TDStelecom.com).

#### **Windstream a/k/a McLeod USA**

Windstream has an existing underground facility crossing IH 39 at Station 2469+50 'NB' as well as other underground facilities within the project area. All known conflicts have been addressed under previous projects (ID 1007-10-71). No conflicts are anticipated. The contractor shall exercise caution when working near these facilities.

The field contact for Windstream Communications is Kevin Parris, 1858 Wright Street, Madison, WI, 53714, telephone (608) 819-5016, mobile (608) 416-3291, email [kevin.j.parris@windstream.com](mailto:kevin.j.parris@windstream.com).

#### **Wisconsin Department of Transportation – Communication Line**

Wisconsin Department of Transportation – Communication Line has an existing underground facility crossing IH 39 at Station 533+75 'TNB' as well as other facilities within the project area; however, no adjustments are anticipated.

The field contact for Wisconsin Department of Transportation – Communication Line is Kyle Hemp, 2101 Wright Street, Madison, WI 53704, telephone (608) 246-5367, email [kyle.hemp@dot.wi.gov](mailto:kyle.hemp@dot.wi.gov).

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

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

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

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

#### **Project 1007-11-80:**

This project will be constructed from spring to fall of 2019 between Church Street and CTH AB in Dane County, gapped at the CTH N Interchange, provides for reconstruction of southbound IH 39. Coordination will be required for advance warning signing for the northbound IH 39 approach to the work zone, and for switching four-lane traffic under ID 1007-11-80 from counter-directional on northbound IH 39, to median split. This traffic switch is anticipated to occur in early to mid-October, possibly early in Stage 2 under this contract. Additional coordination will be required for ITS and weigh-in-motion elements as well as landscaping items.

#### **Project 1206-06-78:**

This project will be constructed from spring to fall of 2019 along USH 12/18 between Seminole Hwy to Agricultural Drive in Dane County. Work will involve pavement patching and HMA overlay. Coordination will be required for traffic control.

#### **Project 1007-12-78:**

This project will be constructed from spring to fall of 2020 at the USH 12/18 Interchange with IH 39 in Dane County, provides for earthwork and structures of northbound IH 39 off alignment. Coordination will be required for traffic control and concrete barrier single slope retaining wall.

## 9. Contract Award and Execution.

*Supplement standard spec 103 as follows:*

### 103.9 Mobilization Workshops

#### 103.9.1 Workshop Schedule

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

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

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

#### 103.9.2 Workshops

##### 103.9.2.1 Initial Work Plan

###### 103.9.2.1.1 General

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

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

###### 103.9.2.1.2 Project Questionnaire

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

#### General Information

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

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

- General Superintendents
- Craft Superintendents
- Engineers
- Estimators
- CPM Schedulers

### **Construction Engineering**

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

### **Subcontractors**

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

### **Permanent Material Suppliers**

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

### **Quality Control** (where applicable)

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

### **Organization Chart**

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

### **Work Rules**

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

### **Maintenance of Traffic**

- Provide the name of your Traffic Control Manager and qualifications indicating the firm's experience in similar major construction projects. The resume shall include similar projects with references. (Note: references are only for verification of work scope performed).

- Attach a copy of your Preliminary Schedule indicating your approach to achieving the substantial completion schedule.
- Include an outline of your approach to the maintenance of traffic and how you shall stage the construction to meet the substantial completion schedule including planned locations for local street and freeway access into and out of the work zones for each stage of construction.

## **Construction**

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

### **103.9.2.2 Cost Reduction Incentives & Submittals**

The Cost Reduction Incentive (CRI) & Submittals workshop will have 2 primary topics outlined below:

#### Cost Reduction Incentives

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

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

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

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

#### Submittals

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

1. Review the project special provisions.
2. Categorize submittals into functional areas including but not limited to:
  - MSE Retaining Walls
  - Temporary Shoring
  - Falsework and Formwork
  - Girder Shop Drawings, Fabrication, and Delivery Dates
  - Steel Transportation, Delivery, and Erection
  - Structure Demolition Plans
  - Pile Hammers and High Capacity Piling
  - Concrete/ Asphalt
  - Materials
  - ITS / Lighting
  - Traffic Signals

- Sanitary Sewer and Water
  - Permits
3. Develop a schedule for submittals. Submittal schedule data shall be incorporated into CPM progress schedule to reflect submittal preparation durations and dates, submittal approval durations and dates, and material fabrication periods with forecasted delivery dates. Reference Baseline CPM Progress Schedule in these special provisions.

### **103.9.2.3 Utility Coordination**

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

1. At a minimum, the following key personnel will attend the Utility Coordination Meeting.
  - Department's Utility Coordinator
  - Contractor's Project Manager, Foreman, Supervisor
  - Designer Team's Utility Coordinator
  - Key Utility Company Representative(s)
2. At a minimum, the Utility Coordination Meeting will include a review of the following:
  - Summary of all required utility relocations on the project.
  - Special provisions addressing utility work.
  - Sharing of contact information.
  - Scheduling of work for utility relocation(s) including critical milestones and staging for the work.
  - Contractor's work schedule and anticipated conflicts with the utility's construction schedule.

### **103.9.2.4 Baseline CPM Scheduling**

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

### **103.9.2.5 Work Force Opportunities**

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

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

(1/5/2017)

## **10. Timely Decision Making Manual.**

Use the Timely Decision Making Manual (TDM) on this contract. Coordinate with the department to modify the various published tools as necessary to meet the particular project needs and determine how

to implement those tools under the contract. Ensure the full participation of the contractor and its principal subcontractors throughout the term of the contract.

Forms and associated guidance are published in the TDM available at the department's Highway Construction Contract Information (HCCI) web site at:

<https://wisconsindot.gov/rdwy/admin/tdm.doc>

stp-105-005 (20151210)

## **11. Erosion Control.**

*Supplement standard spec 107.20 with the following:*

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

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

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

(5/14/2013)

## **12. Public Convenience and Safety.**

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

Check for and comply with local ordinances governing the hours of operation of construction equipment.

Construction operations will be allowed at night with the exception of the following operations:

Do not perform pile driving between 10:00 PM and 6:00 AM.

## **13. 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 Jennifer Grimes at (608) 516-9760.

stp-107-054 (20080901)

## **14. 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 infested 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)

## **15. Environmental Protection, Treatment of Water Adjacent to Wetlands or Waterways.**

Spoil material should be stockpiled on uplands an adequate distance from a stream, wetland, and/or any open water created by excavation. Filter fabric silt fence shall be installed between spoil material and the stream or wetland, and between the entire disturbed area and the waterway.

If dewatering is required for any reason, the water must be pumped into a properly sized and constructed settling basin before the clean/filtered water is allowed to enter any waterway or wetland. The "clean/filtered" water must be free of suspended solids and contaminants. A properly designed and constructed settling basin will take into consideration the amount of space for construction, desired pumping speed, number/size of pumps likely to be used, and the sedimentation rate of soils to be encountered. See DNR Technical Standard 1061 for method selection by soil type. The final dewatering plan must be submitted and approved in the ECIP.

The cost of dewatering is considered incidental to construction.

## **16. 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-S066796-01). A certificate of permit coverage is available from the regional office by contacting Mark Sponem at (608) 245-2627. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

## **17. Environmental Protection.**

Broom or brush any mud, dirt, or debris deposited on any roads, as a result of construction activity at the end of the day and as directed by the engineer.



*Supplement standard spec 107.18 as follows:*

All equipment to be used on the native seed and tree/shrub planting sites must be free of material that may contain weed seed upon entering or exiting the site.

Ensure that all equipment that has been in contact with areas potentially infested with invasive plant species has been decontaminated. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources) for disinfection:

1. Prior to leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Clean all equipment with hot water of 105°F to 110°F for a period of 30 minutes or hot water of 140°F for a period of 5 minutes. After cleaning, dry all equipment in a sunny location for at least 3 days.

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

Make equipment available for inspection by the Corridor Vegetation Inspector prior to operating within the planting site limits.

## **18. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.**

James Gondek, License Number All-108099 and Angela Voit, License Number 112673, inspected Structure B-13-138 for asbestos on December 5-7, 2005. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Jennifer Grimes, (608) 516-9760.

According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Jennifer Grimes, WisDOT SW Region, 2101 Wright Street, Madison, WI 53704 and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI. 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-13-138, IH 39 NB over Siggelkow Road
- Site Address: 3.5 mi. W of CTH N to E
- Ownership Information: WisDOT Transportation SW Region, 2101 Wright Street, Madison, WI, 53704-2583
- Contact: Mark Sponem
- Phone: (608) 245-2627
- Age: 58 years old. This structure was constructed in 1961.
- Area: 7446 SF of deck

Insert the following paragraph in Section 6.g.:

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

stp-107-125 (20120615)

## 19. Native American Hiring.

### Pre-Bid,

Before bid submittal, contact the Ho-Chunk Nation Department of Labor to provide information on hiring procedures and future employment opportunities, and gather information on the tribal work force.

Ho-Chunk Nation Department of Labor contact information:

Tracy Thundercloud  
Executive Director of Labor  
PO Box 667  
Black River Fall, WI 54615  
(715) 284-9343 Ext. 1140  
[tracy.thundercloud@ho-chunk.com](mailto:tracy.thundercloud@ho-chunk.com)

Maintain documentation of all efforts made to communicate with the Ho-Chunk Nation. Pre-bid, submit documentation to the Bureau of Project Development at [DOTDTSDDHighwayConstructionContractors@dot.wi.gov](mailto:DOTDTSDDHighwayConstructionContractors@dot.wi.gov) in conjunction with the Proposal Request Form. The Eligible Bidders list will not be updated until this documentation is received. Include the following information in documentation:

- Proposal number/route number/termini/county
- Person(s) contacted
- Method of communication (phone, email, written, in person)
- Information exchanged (hiring procedures, available positions, referrals received, employee performance, etc)

### After Execution

At a minimum of three days before the tribal coordination meeting, contact the Ho-Chunk Nation Tribal Workforce Development Manager to provide the following information regarding available employment opportunities for prime and subcontractors:

- Job classification/trade
- Job qualifications and required skills
- Employment period
- Wage
- Copy of job application

After receiving employment opportunities, the Ho-Chunk Nation Workforce Training and Development office will within two business days provide employment referrals or provide other recruitment sources to obtain qualified referrals.

Document all efforts made to communicate job opportunities and the results of hiring activities throughout the life of the contract. At any time during the life of the contract, provide Ho-Chunk Nation communication documentation within five business days of request by the department.

### Tribal Coordination Meeting

Between execution of contract and the project preconstruction conference, setup and coordinate a meeting with the Tribal officials and leaders at Ho-Chunk Nation and notify and invite WisDOT Statewide Tribal Liaison, 4822 Madison Yards Way, 4<sup>th</sup> Floor South, P.O. Box 7965, Madison, WI 53707-7965, [ryan.greendeer@dot.wi.gov](mailto:ryan.greendeer@dot.wi.gov), (608) 347-1873. The prime contractor and all subcontractors shall attend this meeting. Discuss available employment opportunities and other tribal areas of interest such as scope of work, Tribal regulations, borrow sites, waste sites, and available aggregate.

### Project Completion

As a part of the document submittals required under standard spec 109.7, submit documentation summarizing communications regarding job opportunities throughout the life of the contract. Provide final

report to the tribe and Statewide Tribal Affairs compiling the results of hiring activities for the prime contractor as well as for subcontractors at all tiers.

107-200 (20140630)

## 20. Notice to Contractor - Construction Safety.

*Supplement standard spec 107 as follows:*

### **Description**

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

### **Definitions**

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

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

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

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

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

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

### **General Requirements**

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

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

## **Safety Representative Requirements**

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

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

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

## **Requirements for Construction Health and Safety Programs**

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

## **Traffic Control and Vehicle Collision Prevention/Risk Reduction**

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

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

## **Personal Protective Equipment (PPE)**

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

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

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

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

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

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

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

## **Walking and Working Surfaces**

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

## **Excessive Driving Hours/Extended Work Shifts**

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

## **Cranes and Hoists.**

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

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

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

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

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

## **Documentation and Records**

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

- a. Written Safety Plan for Work Activities to be Performed
- b. Names of Safety Representatives and copies of their OSHA 10-Hour Occupational Safety and Health Training Course in Construction Safety and Health training cards.
- c. Names of Competent Persons and Qualified Persons (if required by OSHA for the work performed).
- d. Reports of inspections of the job sites, materials, and equipment [29 CFR 1926.20(b)(2)].
- e. Documentation that the SR has communicated and distributed materials from the Construction Safety Awareness Training to their site workers. At a minimum this will include a dated sign-in sheet with the names and signatures of the workers trained. The department will provide a sign-in sheet template electronically.
- f. Project site OSHA 300 Log (no worker names)[29 CFR 1904.29]
- g. Project site OSHA 301 Incident Report (no worker names) [29 CFR 1904.29]
- h. Hazard Communication Program [29 CFR 1926.59]
  - i. Hazardous Chemical Inventory
  - ii. Location of Safety Data Sheets (SDSs)
  - iii. Hazard Warning Symbols
  - iv. Information and training requirements
- i. Exposure Monitoring results (if monitoring is required under a specific OSHA standard-no worker names)
- j. Crane operator certifications (if applicable)

- k. Fall Protection Plan (if applicable) [29 CFR 1926.500-.503 and 1926.104]
- l. Confined Space Entry Procedures (if applicable). [29 CFR 1926.1200-.1213]
- m. Lockout/Tagout Procedures (if applicable). [29 CFR 1926.417 and .702]
- n. Respiratory Protection Program (if applicable) [29 CFR 1926.103 and 1910.134(c)]
- o. Emergency Action Plan [29 CFR 1926.35]
  - i. Emergency escape procedures and emergency escape route assignments.
  - ii. Procedures to be followed by employees who remain to operate critical equipment before they evacuate.
  - iii. Procedures to account for all employees after emergency evacuation has been completed.
  - iv. Rescue and medical duties for those employees who are to perform them;
    - First Aid and Medical Treatment Procedures [29 CFR 1926.50]
    - Equipment and Supplies
    - Names of persons certified in first aid
    - Location of the nearest medical facility
  - v. The preferred means of reporting fires and other emergencies.
  - vi. Prime contractor's alarm system.
  - vii. Names or regular job titles of persons who can be contacted for further information or explanation of duties under the plan.
- p. Fire Protection Program (if applicable) [29 CFR 1926.150]
- q. Fire Prevention Plan and Hot Work Permit procedures (if applicable) [29CFR 1926.352]

(2/21/17)

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

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

Details on existing or new project plan sheets that show:

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

Written summary of proposed temporary construction access change including:

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

The above information shall be provided to the engineer a minimum of 14 calendar days prior to the contractor's anticipated implementation of the new/revised temporary construction access to I-39/90. The request will be reviewed, and if warranted, concurred with designated I-39/90 CMT Traffic and Project staff, the engineer, and WisDOT Central Office Field Construction Coordinator (if warranted). If these parties concur with the request, it will be forwarded to FHWA for review and processing a minimum of 7 calendar days in advance of the contractor's anticipated implementation.

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

- Greg Newhouse, FHWA, [Gregory.Newhouse@dot.gov](mailto:Gregory.Newhouse@dot.gov)
- Rich Cannon, I-39 CMT Traffic, [Richard.Cannon@dot.wi.gov](mailto:Richard.Cannon@dot.wi.gov)
- Jeff Gustafson, I-39 CMT Traffic, [Jeffrey.Gustafson@dot.wi.gov](mailto:Jeffrey.Gustafson@dot.wi.gov)

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

(10/3/2016)

## **22. Notice to Contractor – Revisions to Traffic Control Plans.**

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

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

Detail on existing or new project plan sheets that show:

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

Written summary of proposed traffic control change including:

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

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

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

- Greg Newhouse, FHWA, [Gregory.Newhouse@dot.gov](mailto:Gregory.Newhouse@dot.gov)
- Rich Cannon, I-39 CMT Traffic, [Richard.Cannon@dot.wi.gov](mailto:Richard.Cannon@dot.wi.gov)
- Jeff Gustafson, I-39 CMT Traffic, [Jeffrey.Gustafson@dot.wi.gov](mailto:Jeffrey.Gustafson@dot.wi.gov)

(10/3/2016)

## **23. Notice to Contractor – Airport Operating Restrictions – Site Specific.**

The Federal Aviation Administration (FAA) has height restrictions surrounding select airports. The department has obtained Temporary Determination of No Hazard to Air Navigation for all temporary structure (i.e. crane) erections associated with bridge and box culvert construction at the following locations. A copy of the determination can be obtained through the engineer.

Based on the aeronautical study, cranes do not need to be marked and/or lit for aviation safety. However, if marking and/or lighting are accomplished on a voluntary basis, the contractor is encouraged to install and maintain it according to FAA Advisory Circular 70/7460-1 L Change 2.

Project ID	Structure	Location	Latitude	Longitude	Heights	Issue Date	Expiration Date	Aeronautical Study No.
1007-12-75	Crane (Temporary for B-13-728)	NB IH 39 and Siggelkow Road	43-01-37.00 N NAD 83	89-15-19.00 W	177 feet AGL 1077feet AMSL	2/26/2019	8/26/2020	2019-AGL-398-OE
1007-12-75	Crane (Temporary for C-13-3091)	IH 39 Ag Ditch #4	43-02-14.50 N NAD 83	89-16-13.20 W	177 feet AGL 1054 feet AMSL	3/11/2019	9/11/2020	2019-AGL-2286-OE

Lower any temporary structure (i.e. crane) to the ground when not in use and also during the hours between sunset and sunrise.

Notify the manager of Dane County Regional Airport at (608) 246-3380 and the manager of Blackhawk Airfield at (608) 334-4932 at least 3 business days prior to any temporary structure being erected and again when the temporary structure is removed from the site.

Any height of a temporary structure exceeding above ground level (AGL) or above mean sea level (AMSL), as listed in the temporary determination, will result in a substantial adverse effect and will warrant a Determination of Hazard to Air Navigation.

The determination expires unless extended, revised or terminated by the issuing FAA office. If an extension is needed, the contractor must request an extension to the effective period of the determination. The request must be e-filed at least 15 days prior to the expiration date.

For questions on extensions to the effective period of the determinations, contact the FAA office at (718) 553-4199 and reference the Aeronautical Study Number.

Any changes in coordinates and/or heights will void the determination. Any future construction or alteration, including increase to height, requires a separate notice to the FAA.

Determinations include temporary construction equipment such as cranes, derricks, and other equipment, which may be used during actual construction. Equipment shall not exceed the overall heights as indicated in the determination. The contractor must request separate notice to the FAA if equipment has a height greater than the determination.

The contractor must copy the engineer on any correspondence with the FAA.

A determination concerns the effect of temporary structures on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

## 24. Notice to Contractor - Subcontractor Pre-Certification.

Pre-certification is required for native prairie seeding (with follow-up surveillance and care), and tree/shrub installation (with follow-up surveillance and care).

Subcontractors from each of the pre-certified lists titled "Native Seed Installation and Restoration Management" and "Woody Vegetation Installation and Restoration Management" shall perform the work associated with the pertinent items listed further in this article. The same subcontractor is allowed if that subcontractor is on both lists.

The pre-certified lists are located on the departments Highway Construction Contract Information (HCCI) web site.

Subcontractors or entities not on the department list are not permitted to perform the work.



Native Seed Installation and Restoration Management pre-certification is required for the following pay items:

- SPV.0005.500 Pre-Planting Vegetation Treatment
- SPV.0005.501 Seed Bed Preparation
- SPV.0060.500 Native Seed Surveillance and Care Cycles
- SPV.0085.500 Seeding Native Mix N1
- SPV.0085.502 Seeding Native Mix N2

Woody Vegetation Installation and Restoration Management pre-certification is required for the following pay items:

- SPV.0060.502 Planting Living Snow Fence

At the preconstruction meeting or 14 days prior to the start of construction, whichever date is earlier, submit the names, positions, experience, and qualifications of any personnel to be used on this project that were not listed in the Request for Qualifications. Any new personnel must be approved by the department before vegetation management work begins.

## **25. Notice to Contractor – Earthwork Coordination.**

The department may have opportunities to dispose of excess earthwork near the project site at the following locations:

- ID 1007-12-78: This project involves the early grading and bridge structure work at the IH 39 and US 12/18 interchange located directly north of the project. This project will require fill and could be considered as a potential waste site for excess material from project 1007-12-74/75. Material placed at this location will be paid for under the item of embankment. Stripping topsoil and EBS will be paid for under the item common excavation. This work will be contingent on an acceptable hauling and traffic control plan. Traffic items will be paid for by unit cost of each item. Contact the region construction engineer for additional information and coordination.
- Risen Luther Church: This interested party has inquired about excess clean fill and would like to be considered as a potential waste site for 2,500 CY during the 2019 construction season. The property is located at 5001 Holscher Road, McFarland, WI. Coordinate with Ray Bones at (608) 838-2014.

## **26. Clearing, Item 201.0105, and Item 201.0120; Grubbing, Item 201.0205, and Item 201.0220.**

*Supplement standard spec 201.3 with the following:*

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

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

- Green ash (*F. pennsylvanica*) is found throughout the state but is most common in southern Wisconsin. It may form pure stands or grow in association with black ash, red maple, swamp white oak, and elm. It grows as an associate in upland hardwood stands, but is most common in and around stream banks, floodplains, and swamps.
- Black ash (*F. nigra*) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps but is also found in other wet forest types.
- Blue ash (*F. quadrangulata*) is a threatened species that is currently found only at a few sites in Waukesha County. The species is at the edge of its range in Wisconsin but is common in states farther south. The species is not of commercial importance. Blue ash twigs are 4-sided.

- White ash (*F. americana*) tends to occur primarily in upland forests, often with *Acer saccharum*.
- Includes all horticultural cultivars of these species.

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

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

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

Follow and obey the following DATCP order:

### **DATCP 21.17 Emerald Ash Borer, Import Controls and Quarantine**

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

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

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

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

2. Regulated items.

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

- a) The emerald ash borer, *Agrilus planipennis* Fairmaire in any living stage.
- b) Ash trees.
- c) Ash limbs, branches, and roots.
- d) Ash logs, slabs or untreated lumber with bark attached.
- e) Cut firewood of all non-coniferous species.
- f) Ash chips and ash bark fragments (both composted and uncomposted) larger than one inch in diameter.
- g) Any other item or substance that may be designated as a regulated item if a DATCP pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.

### **Regulatory Considerations**

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

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

#### **Chipped ash trees**

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

- 4) May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).

(8/18/2014)

**27. Abandoning Sewer, Item 204.0291.S.**

**A Description**

This special provision describes abandoning existing sewer by filling it with cellular concrete as the plans show and conforming to standard spec 204 and standard spec 501 as modified in this special provision.

**B Materials**

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

**C Construction**

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0291.S	Abandoning Sewer	CY

Payment is full compensation for furnishing all materials and excavating and backfilling where necessary.

stp-204-050 (20080902)

**28. Removing Apron Endwall, Item 204.9060.S.001.**

**A Description**

This special provision describes removing apron endwall conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Apron Endwall by each endwall removed, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.001	Removing Apron Endwall	EACH

stp-204-025 (20150630)

**29. Removing Crash Cushion, Item 204.9060.S.200.**

**A Description**

This special provision describes removing crash cushion conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Crash Cushion by each crash cushion removed, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.200	Removing Crash Cushion	EACH
stp-204-025 (20150630)		

**30. Removing Footings and Pier Stubs 1007-12-74, Item 204.9105.S.001;  
Removing Footings and Pier Stubs 1007-12-75, Item 204.9105.S.002.**

**A Description**

This special provision describes removing footings and pier stubs conforming to standard spec 204.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Footings and Pier Stubs for each substructure unit, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.001	Removing Footings and Pier Stubs 1007-12-74	LS
204-9105.S.002	Removing Footings and Pier Stubs 1007-12-75	LS

stp-204-025 (20150630)

**31. Removing Temporary Shoring Left In Place By Others, Item 204.9165.S.001.**

**A Description**

This special provision describes removing temporary shoring left in place by others according to the pertinent provisions of standard spec 204 and as hereinafter provided.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Temporary Shoring Left In Place By Others by each square foot, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9165.S.001	Removing Temporary Shoring Left In Place By Others	SF

stp-204-025 (20150630)

## **32. Embankment Construction.**

*Replace standard spec 205.3.2(4) with the following:*

If placing embankment on side slopes 10-feet high or higher and steeper than one vertical to 3 horizontal, cut a minimum 2 foot horizontal bench into the existing embankment every 2 feet of vertical fill height.

## **33. General Requirements for Blasting Rock.**

*Add the following to standard spec 205.3.7:*

Perform all blasting in compliance with the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43.

### **Blasting Plan Submittal**

Not less than two weeks before commencing blasting operations, or at any time when changes to the drilling and blasting methods are proposed, submit a Blasting Plan to the engineer for review. The blasting plan shall contain full details of the drilling and blasting patterns and controls proposed for both the controlled and production blasting. Include the following minimum information in the blasting plan:

1. Station limits of proposed shot.
2. Plan and section views of proposed drill pattern including free face, burden, blasthole spacing, blasthole diameters, blasthole angles, lift height, and subdrill depth.
3. Loading diagram showing type and amount of explosives, primers, initiators, and location and depth of stemming.
4. Initiation sequence of blastholes including delay times and delay system.
5. Manufacturer's data sheets for all explosives, primers, and initiators to be employed.

The blasting plan submittal is for quality control and record keeping purposes. Review of the blasting plan by the engineer does not relieve the contractor of responsibility for the accuracy and adequacy of the plan when implemented in the field.

### **Safety**

Immediately notify the engineer of any incidents of fly rock, damage to any personal property, or existing roadway that is open to traffic, and any violations of the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43. Failure to do so shall be considered a safety violation under standard spec 107 and all work on the project may be stopped under standard spec 105.1(1).

Notify the engineer of the station, location, and 'size' of all blasts at least one hour before the blast.

Observe the entire blast area for a minimum of 5 minutes following a blast to guard against rock or debris fall before commencing work in the area.

The engineer has the authority to prohibit or halt the contractor's blasting operations if it is apparent that through the methods being employed, the required slopes are not being obtained in a stable condition, the safety and convenience of the traveling public is being jeopardized, or vibration levels above the allowable levels occur.

### **Condition Surveys**

Conduct and document pre-blast and post-blast surveys of any nearby buildings or structures as required by the scaled-distance equation specified in the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43. Make right of entry arrangements with the property owners for these condition surveys. Before any blasting, make the pre-blast survey records available to the engineer for review. After completion of blasting operations, perform a post-blast survey and make these records

available to the engineer for review. The contractor shall be responsible for any damage resulting from blasting.

These condition surveys shall consist of visually inspecting and recording all existing defects in the structures before and after blasting operations. Photographs and/or videotape may be used to assist in documentation. Submit a written report to the department detailing the visual and photographic investigation of potentially affected structures. This report will include copies of the pre-blast and post-blast surveys and discuss any discrepancies and findings of these surveys.

If at any time during the progress of the work, the methods of drilling and blasting do not produce the desired result of a uniform slope and shear face, within the tolerances specified, drill, blast, and excavate in short sections, not exceeding 100 feet in length, until a technique is arrived at that will produce the desired results. Extra cost resulting from this requirement shall be borne by the contractor.

### **Vibration Control and Monitoring**

All vibration control and monitoring shall comply with Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43, Instrumentation and SPS 307.44, Control of Adverse Effects.

Whenever there is a potential for vibration damage to adjacent buildings, structures, or utilities, monitor each blast with an approved seismograph located, as approved, between the blast area and the closest structure subject to blast damage, and as close as practical to the subject structure. Peak particle velocity shall not be allowed to exceed the safe limits of the nearest structure subject to vibration damage.

A vibration specialist, approved by the engineer, shall perform vibration monitoring. The vibration specialist shall monitor vibration levels according to the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43 and interpret the seismograph records to ensure that the seismograph data shall be effectively utilized in the control of the blasting operations with respect to the existing structures and utilities.

According to the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43 consult with the owner of any structure or utility not listed in SPS 307.43 to establish maximum allowable limits on ground vibrations. In no case shall these vibration limits exceed the following criteria:

<b>Structure Type</b>	<b>Maximum Peak Particle Velocity (inches/second)</b>
Reinforced Concrete, Structures, Unoccupied	4.0
Steel Structures, Unoccupied	4.0
Buried Utilities	2.0
Wells and Aquifers	2.0
Green Concrete (Less than 7 days)	1.0

Furnish data recorded for each shot to the engineer before the next blast; the data shall include the following:

1. Identification of vibration monitoring instrument used.
2. Name of qualified observer and interpreter.
3. Distance and direction of recording station from blast area.
4. Type of ground at recording station and material on which the instrument is sitting.
5. Peak particle velocity and principal frequency in each component.
6. A dated and signed copy of records of seismograph readings.
7. A comparison of measured seismograph readings to maximum allowable readings identified in the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43 or as specified in this special provision.

If the recorded vibration data exceeds the allowable levels established in the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43 or as specified in this special

provision, immediately halt blasting operations. Submit a revised blasting plan to the engineer and do not resume blasting operations until the engineer approves the revised plan.

All costs associated with the work described herein shall be considered included in the bid item  
Excavation Rock.

stp-205-050 (20141107)

### **34. Roadway Excavation.**

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

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

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

(6/29/2015)

### **35. Borrow.**

*Replace standard spec 208.1(1) with the following:*

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

*Delete standard spec 208.2.2(2).*

*Supplement standard spec 208.3 to include the following:*

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

*Supplement standard spec 208.4 with the following:*

The department will not measure embankment material from its source.

*Supplement standard spec 208.5 with the following:*

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

(5/31/2016)

### **36. Select Borrow.**

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

## Materials

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

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

## Measurement

*Replace standard spec 208.4 with the following:*

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

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

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

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

(11/29/2016)

### 37. Backfill Coarse Aggregate Size No 2, Item 209.0300.S.001.

#### A Description

This special provision describes furnishing and placing coarse aggregate backfill as the plans show.

#### B Materials

Provide clean concrete aggregate graded in accordance with the requirements as specified under standard spec 501.2.5.4.5. The soundness and wear requirements are deleted from this material.

#### C Construction

Construct the coarse aggregates in accordance with standard spec 209.3.

#### D Measurement

The department will measure Backfill Coarse Aggregate Size No 2 in volume by the cubic yard in the vehicle.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
209.0300.S.001	Backfill Coarse Aggregate Size No. 2	CY

Payment is full compensation for furnishing and installing the aggregate.

stp-209-030 (20161130)

### 38. Base Aggregate Dense ¾-Inch, Item 305.0110.

*Revise standard spec 301.2.4.3 as follows:*

Furnish aggregate classified as crushed stone, from a department-approved quarry, for ¾-inch base when used in the top 3 inches of the unpaved portion of the shoulder or for unpaved driveways and field entrances.

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



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

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

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

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

<sup>[1]</sup> Limited to a maximum of 8.0 percent for base placed between old and new pavement.  
(7/26/2017) (SWR 305.02-08032016)

**40. Concrete Protective Surface Treatment.**

*Modify standard spec 415 as follows:*

**415.3.6 Placing Concrete**

*Add the following as standard spec 415.3.6.4:*

**415.3.6.4 Concrete Protective Surface Treatment**

1. This specification applies to all sawed concrete joints on the IH 39 interstate mainline and ramps, also including sawed joints on concrete shoulders, and to all concrete placement methods. Treat sawed surfaces of transverse and longitudinal joints with a silane joint sealant found on the department approved products list for Concrete Protective Surface Treatments. Prepare surface by pressure washing all saw slurry from sawed joints and allow to dry thoroughly prior to application of silane sealer. Apply the product directly to the interior of the sawed joint. Do not use the broadcast spray method of application.

(1/5/2017)

**41. HMA Pavement Modification.**

**A Description**

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

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

1. LA Wear (AASHTO T96) – LT, MT, HT, and SMA mixtures:
  - 100 revolutions – 13% loss maximum
  - 500 revolutions – 40% loss maximum

2. Soundness (AASHTO T104) (sodium sulfate) – LT, MT, HT, and SMA mixtures:
  - 9.0% loss maximum
3. Freeze/ Thaw (AASHTO T103) (specified counties) – LT, MT, HT, and SMA mixtures:
  - 12% loss maximum

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

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

(07/13/2016)

## **42. QMP HMA Pavement Nuclear Density.**

### **A Description**

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 except as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
  1. Selection of test sites.
  2. Testing.
  3. Necessary adjustments in the process.
  4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures.

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

- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

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

### **B Materials**

#### **B.1 Personnel**

- (1) Nuclear gauge owners and personnel using nuclear gauges shall comply with WisDOT requirements according to 460.3.3 and CMM 8-15.

#### **B.2 Testing**

- (1) Conform to ASTM D2950 and CMM 8.15 for density testing and gauge monitoring methods. Conform to CMM 8-15.10.4 for test duration and gauge placement.

### **B.3 Equipment**

#### **B.3.1 General**

- (1) Furnish nuclear gauges according to CMM 8-15.2.
- (2) Furnish nuclear gauges from the department's approved product list at

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

## **B.3.2 Comparison of Nuclear Gauges**

### **B.3.2.1 Comparison of QC and QV Nuclear Gauges**

- (1) Compare QC and QV nuclear gauges according to CMM 8-15.7.

### **B.3.2.2 Comparison Monitoring**

- (1) Conduct reference site monitoring for both QC and QV gauges according to CMM 8-15.

## **B.4 Quality Control Testing and Documentation**

### **B.4.1 Lot and Sublot Requirements**

#### **B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances**

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 8-15.10.2.
- (2) Determine required number of tests according to CMM 8-15.10.2.1.
- (3) Determine random testing locations according to CMM 8-15.10.3.

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

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 8-15.10.2.
- (2) Determine required number of tests according to CMM 8-15.10.2.2.
- (3) Determine random testing locations according to CMM 8-15.10.3.

### **B.4.2 Pavement Density Determination**

#### **B.4.2.1 Mainline Traffic Lanes and Appurtenances**

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

#### **B.4.2.2 Mainline Shoulders**

##### **B.4.2.2.1 Width Greater Than 5 Feet**

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

##### **B.4.2.2.2 Width of 5 Feet or Less**

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

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

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

#### **B.4.2.4 Documentation**

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

### **B.4.3 Corrective Action**

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay

reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.

- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be as specified in standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

## **B.5 Department Testing**

### **B.5.1 Verification Testing**

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

### **B.5.2 Independent Assurance Testing**

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

## **B.6 Dispute Resolution**

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge comparison according to B.3.2.1.
- (2) The testers may use comparison monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV subplot density test results or retesting of the subplot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.

- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

### **B.7 Acceptance**

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

### **C (Vacant)**

### **D (Vacant)**

### **E Payment**

#### **E.1 QMP Testing**

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

#### **E.2 Disincentive for HMA Pavement Density**

- (1) The department will administer density disincentives as specified in standard spec 460.5.2.2.

#### **E.3 Incentive for HMA Pavement Density**

- (1) The department will administer density incentives as specified in standard spec 460.5.2.3.  
stp-460-020 (20181119)

## **43. Aggregates for Concrete Pavements.**

This special provision describes specialized material requirements for aggregates used in Aggregates for Concrete Pavements. Conform to standard spec 415 and 501, as modified in this special provision. Conform to standard spec 715 for QMP Concrete Pavement and Structures.

*Replace standard spec 501.2.5.4.1 with the following:*

#### **501.2.5.4.1 General**

- (1) The department will sample and test aggregates as follows:

LA Wear (100 and 500 revolutions)..... AASHTO T 96  
Sodium Sulfate Soundness (R-4, 5 cycles).....AASHTO T 104  
Freeze-Thaw Soundness..... AASHTO T 103  
Lightweight Pieces<sup>[1]</sup>..... AASHTO T 113

<sup>[1]</sup> Material having a bulk specific gravity (saturated surface-dry basis) of less than 2.45. Determine the percentage of lightweight pieces by dividing the weight of lightweight pieces in the sample retained on the 3/8-inch sieve by the weight of the total sample.

- (2) Contact the engineer a minimum of 4 weeks prior to paving to collect a sample of the aggregates proposed for the project. The engineer will obtain the sample, or observe the contractor obtaining the sample. The sampler must be HTCP certified to sample aggregates.
- (3) The department will randomly sample coarse aggregate for lightweight pieces testing at least once per 10,000 cubic yards during placement of concrete pavement.

- (4) Use clean, hard, durable crushed gravel or crushed limestone free of an excess of thin or elongated pieces, frozen lumps, vegetation, deleterious substances, or adherent coatings considered injurious.

- (5) Use virgin aggregates only.

*Replace the first paragraph of standard spec 501.2.5.4.2 with the following:*

- (1) The amount of deleterious substances must not exceed the following percentages:

DELETERIOUS SUBSTANCE	PERCENT BY WEIGHT
Shale .....	1.0
Coal .....	1.0
Clay lumps .....	0.3
Soft fragments.....	5.0
Any combination of above.....	5.0
Thin or elongated pieces based on a 3:1 ratio.....	15.0
Materials passing the No. 200 sieve .....	1.5
Lightweight Pieces .....	5.0

*Replace the first paragraph of standard spec 501.2.5.4.3 with the following:*

- (1) The percent wear shall not exceed 40, the weighted soundness loss shall not exceed 9 percent, and the weighted freeze-thaw average loss shall not exceed 12 percent.

(10/26/2016)

#### **44. Ice Hot Weather Concreting, Item 501.1000.S.**

Conform to standard spec 501.3.8.2 except the department will pay for ice at the contract unit price under the Ice Hot Weather Concreting bid item. This special provision only applies to work done under the following contract 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
High Performance Concrete (HPC) Masonry Structures	

*Replace standard spec 501.4 and 501.5 with the following:*

##### **501.4 Measurement**

- (1) The department will measure Ice Hot Weather Concreting by the pound, acceptably completed, measured only if the conditions prescribed in standard spec 501.3.8.2 are met.

##### **501.5 Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
501.1000.S	Ice Hot Weather Concreting	LB

- (2) Payment for Ice Hot Weather Concreting is full compensation for ice used to cool concrete placed in hot weather as specified in standard spec 501.3.8.2.

- (3) The department will not pay directly for the concrete specified under this section. Concrete is incidental to the various bid items using it. Payment under those bid items includes providing all materials, including

aggregates and associated aggregate source testing, cement, fly ash, slag, and admixtures; for preparing, transporting, storing, protecting and curing concrete; and for contractor requirements related to testing specified in standard spec 501.3.10.

- (4) If required to remove and replace any concrete damaged by lack of proper protection. Perform this work at no expense to the department.

stp-501-010 (20151210)

## **45. High Performance Dowel Bars Special.**

### **A Description**

This special provision describes the optional use of high performance dowel bars for use in mainline pavement. The contractor can use dowels as defined in standard spec 505.2.6.2 or as described below.

### **B Materials**

*Replace standard spec 505.2.6.2(1) with the following when using high performance dowel bars:*

- Bars with a fully bonded longitudinal glass fiber reinforced polymer (GFRP) corrosion shield conforming to the GFRP materials requirements of AASHTO LRFD Bridge Design Guide Specifications for GFRP Reinforced Concrete Bridge Decks and Traffic Railings.
- Ensure that the bars have a smooth finished GFRP surface coating 0.125 inches thick or thicker over ASTM A615 grade 60 or higher carbon steel.
- Ensure that the bars are straight, round, smooth, and free from burrs or other deformations detrimental to the free movement of the bar in the concrete.

## **46. Bar Steel Reinforcement HS Stainless Structures, Item 505.0800.S.**

### **A Description**

This special provision describes furnishing and placing stainless steel reinforcing bars.

Conform to standard spec 505 as modified in this special provision.

### **B Materials**

#### **B.1 General**

Furnish stainless steel reinforcing bars conforming to ASTM A955 and to one of the following Unified Numbering System (UNS) designations: S31653, S31803, S32205, or S32304. Supply grade 60 bars, all of the same UNS designation. Conform to the chemical composition specified for the given UNS designation in ASTM A276 table 1.

Supply bars that are free of dirt, mill scale, oil, and debris by pickling to a bright or uniform light finish. The department may reject bars displaying rust/oxidation, questionable blemishes, or lack of a bright or uniform pickled surface.

Furnish chairs or continuous supports made of stainless steel or recycled plastic to support high-strength stainless bar steel reinforcement subject to the plastic chair restriction stated in standard spec 505.3.4(1).

Furnish tie wire made from one of the UNS alloys allowed for bar steel or from an engineer-approved plastic or nonmetallic material. Ensure that stainless steel tie wire is dead soft annealed.

#### **B.2 Fabrication**

Before fabrication, supply test results from an independent testing agency certifying that the reinforcement meets the requirements of Annex A1 of ASTM A955.

Bend bars conforming to standard spec 505.3.2 and according to ASTM A955. Bend and cut bars using equipment thoroughly cleaned or otherwise modified to prevent contamination from carbon steel or other contaminants. Use tools dedicated solely to working with stainless steel.

### B.3 Control of Material

Identify reinforcement bars delivered to the project site with tags bearing the identification symbols used in the plans. Include the UNS designation, heat treat condition, heat number, grade corresponding to minimum yield strength level, and sufficient documentation to track each bar bundle to a mill test report.

Provide samples for department testing and acceptance according to CMM 8-50 Exhibit 1 requirements for concrete masonry reinforcement for uncoated bar steel.

Provide mill test reports for the project that do the following:

1. Verify that sampling and testing procedures and test results conform to ASTM A955, ASTM A276 table 1, and these contract requirements.
2. Include a chemical analysis with the UNS designation, heat lot identification, and the source of the metal.
3. Include tensile strength, yield strength, and elongation tests results conforming to ASTM A955 for each size furnished.
4. Certify that the bars have been pickled to a bright or uniform light finish.

### C Construction

#### C.1 General

Ship, handle, store, and place the stainless steel reinforcing as follows:

1. Separate from regular reinforcement during shipping. Pad points of contact with steel chains or banding, or secure with non-metallic straps.
2. Store on wooden cribbing separated from regular reinforcement. Cover with tarpaulins if stored outside.
3. Handle with non-metallic slings.
4. Do not flame cut or weld. Protect from contamination when cutting, grinding, or welding other steel products above or near the stainless steel during construction.
5. Place on plastic or stainless steel bar chairs. If placing stainless steel chairs on steel beams, use chairs with plastic-coated feet.
6. Tie with stainless steel wire or an engineer-approved plastic or nonmetallic material.

Do not tie stainless steel reinforcing bars to, or allow contact with, uncoated reinforcing bars or galvanized steel. Maintain at least 1 inch clearance between stainless steel bars or dowels and uncoated or galvanized steel. Where 1 inch clearance is not possible, sleeve bars with a continuous polyethylene or nylon tube at least 1/8 inch thick extending at least 1 inch in each direction and bind with nylon or polypropylene cable ties. Sleeves are not required between stainless steel bars and shear studs. Stainless steel bars can be in direct contact with undamaged epoxy-coated bars.

Cut flush with the top flange or remove uncoated fasteners, anchors, lifting loops, or other protrusions into a bridge deck before casting the deck on prestressed concrete beams.

### D Measurement

The department will measure Bar Steel Reinforcement HS Stainless Structures by the pound, acceptably completed, computed from the nominal weights of corresponding sizes for carbon steel deformed bars in AASHTO M31 regardless of stainless steel alloy provided. The department will not measure extra material used if the contractor alters the reinforcement layout as allowed under C.2, extra material for splices or couplers the plans do not show, or the weight of devices used to support or fasten the steel in position.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
505.0800.S	Bar Steel Reinforcement HS Stainless Structures	LB

Payment for Bar Steel Reinforcement HS Stainless Structures is full compensation for furnishing and placing stainless steel reinforcing bars, including supports.



## 47. Polymer Overlay, Item 509.5100.S.

### A Description

This special provision describes providing two layers of a two-component polymer overlay system to the bridge decks the plans show.

### B Materials

#### B.1 General

Furnish materials specifically designed for use over concrete bridge decks. Furnish polymer liquid binders from the department's approved product list.

#### B.2 Polymer Resin

Furnish a polymer resin base and hardener composed of two-component, 100 percent solids, 100 percent reactive, thermosetting compound with the following properties:

Property	Requirements	Test Method
Gel Time <sup>[1]</sup>	15 - 45 minutes @ 73° to 75° F	ASTM C881
Viscosity <sup>[1]</sup>	7 - 70 poises	ASTM D2393, Brookfield RVT, Spindle No. 3, 20 rpm
Shore D Hardness <sup>[2]</sup>	60-75	ASTM D2240
Absorption <sup>[2]</sup>	1% maximum at 24 hr	ASTM D570
Tensile Elongation <sup>[2]</sup>	30% - 70% @ 7 days	ASTM D638
Tensile Strength <sup>[2]</sup>	2000 to 5000 psi @ 7 days	ASTM D638
Chloride Permeability <sup>[2]</sup>	<100 coulombs @ 28 days	AASHTO T277

<sup>[1]</sup> Uncured, mixed polymer binder

<sup>[2]</sup> Cured, mixed polymer binder

Ensure that the polymer resin when mixed with aggregate has the following properties:

Property	Requirement <sup>[1]</sup>	Test Method
Minimum Compressive Strength	1,000 psi @ 8 hrs 5,000 psi @ 24 hrs	ASTM C579 Method B, Modified <sup>[2]</sup>
Thermal Compatibility	No Delaminations	ASTM C884
Minimum Pull-off Strength	250 psi @ 24 hrs	ASTM C1583

<sup>[1]</sup> Based on samples cured or aged and tested at 75°F

<sup>[2]</sup> Plastic inserts that will provide 2-inch by 2-inch cubes shall be placed in the oversized brass molds.

#### B.3 Aggregates

Furnish natural or synthetic aggregate that is non-polishing; clean; free of surface moisture; fractured or angular in shape; free from silt, clay, asphalt, or other organic materials; and conform to the following:

##### Aggregate Properties

Property	Requirement	Test Method
Moisture Content <sup>[1]</sup>	1/2 of the measured aggregate absorption, %	ASTM C566
Hardness	≥6.5	Mohs Scale

Fractured Faces	100% with at least 1 fractured face and 80% with at least 2 fractured faces of material retained on No.16	ASTM D5821
Absorption	≤1%	ASTM C128

<sup>[1]</sup> Sampled and tested by the department before placement.

#### Gradation

Sieve Size	% Passing by Weight
No. 4	100
No. 8	30 – 75
No. 16	0 – 5
No. 30	0 – 1

### B.4 Approval of Bridge Deck Polymer Overlay System

A minimum of 20 working days before application, submit product data sheets and specifications from the manufacturer, and a certified report of test or analysis from an independent laboratory to the engineer for approval. The department will sample and test the aggregates for gradation and moisture content before placement. If requested, supply the department with samples of the polymer for the purpose of acceptance testing.

#### B.4.1 Product Data Sheets and Specifications

Product data sheets and specifications from the manufacture consists of literature from the manufacturer showing general instructions, application recommendations/methods, product properties, general instructions, or any other applicable information.

#### B.4.2 Certified Report of Test or Analysis

Conform to the following:

Polymer Binder: Submit a certified report of test or analysis from an independent laboratory dated less than 3 years before the date of the project letting showing the polymer binder meets the requirements of section B.2.

Aggregates: Submit a certified report of test or analysis from an independent laboratory dated less than 6 months before the date of the project letting showing the aggregates meet the requirements of section B.3.

### C Construction

#### C.1 General

Ensure that the overlay system is 1/4 inch thick or thicker.

Conform to the following:

Field Review: Conduct a field review of the existing deck to identify any possible surface preparation and material compatibility issues.

Pre-Installation Meeting: Conduct a pre-installation meeting with the manufacturer's representative and the engineer before construction. Discuss the field review findings, verification testing of the surface preparation and establish procedures for maintaining optimum working conditions and coordination of work. Furnish the engineer a copy of the recommended procedures and apply the overlay system according to the manufacturer's instructions. Supply for the engineer's use for the duration of the project, a Concrete Surface Profile (CSP) chip set of 10 from the International Concrete Repair Institute (ICRI).

Manufacturer's Representative: An experienced manufacturer's representative familiar with the overlay system installation procedures shall be present at all times during surface preparation and overlay placement to provide quality assurance that the work is being performed properly. This requirement may be reduced at the engineer's discretion.

Material Storage: Store and handle materials according to the manufacturer's recommendations. Store resin materials in their original containers in a dry area. Store all aggregates in a dry environment and protect aggregates from contaminants on the job site.

#### C.2 Deck Preparation

### **C.2.1 Deck Repair**

Remove all asphaltic patches and unsound or disintegrated areas of the concrete decks as the plans show, or as the engineer directs. Work performed to repair the concrete deck will be paid for under other items. Ensure that products used for deck patching are compatible with the polymer overlay system.

**NOTE:** Some polymer systems require concrete patch material to be in place a minimum of 28-days before overlaying - contact polymer manufacturer before completing deck patching/repair.

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

Determine an acceptable shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that provides a surface profile meeting CSP 5 (medium-heavy shotblast) according to the ICRI Technical Guideline No. 310.2. If the engineer requires additional verification of the surface preparation, test the tensile bond strength according to ASTM C1593. The surface preparation will be considered acceptable if the tensile bond strength is greater than or equal to 250 psi or the failure area at a depth of 1/4 inches or more is greater than 50 percent of the test area. Continue adjustment of the shotblasting machine and necessary testing until the surface is acceptable to the engineer or a passing test result is obtained.

Prepare the entire deck using the final accepted adjustments to the shotblasting machine as determined above. Thoroughly blast clean with hand-held equipment any areas inaccessible by the shotblasting equipment. Do not perform surface preparation more than 24 hours before the application of the overlay system.

Protect drains, expansion joints, access hatches, or other appurtenances on the deck from damage by the shot and sand blasting operations and from materials adhering and entering. Tape or form all construction joints to provide a clean straight edge.

Before shot blasting, remove pavement markings within the treatment area using an approved mechanical or blasting method.

Prepare the vertical concrete surfaces adjacent to the deck a minimum of 2" above the overlay according to SSPC-SP 13 (free of contaminants, dust, and loose concrete) by sand blasting, using wire wheels, or other approved method.

Just before overlay placement, clean all dust, debris, and concrete fines from the prepared surfaces including the vertical surfaces with compressed air. When using compressed air, the air stream must be free of oil. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely. If prepared surfaces (including the first layer of the polymer overlay) are exposed to rain or dew, lightly sandblast (brush/breeze blast) the exposed surfaces.

The engineer may consider alternate surface preparation methods per the overlay system manufacture's recommendations. The engineer will approve the final surface profile and deck cleanliness before the contractor placing the polymer overlay.

### **C.2.3 Transitional Area**

If the plans show, create a transitional area approaching transverse expansion joints and ends of the deck using an approved mechanical or blasting method. Remove 1/4 inch to 5/16 inch of concrete adjacent to the joint or end of deck and taper a distance of 3 feet.

If the plans show, create a transitional area on the approach pavement. Prep and place the first lift 3 feet beyond the end of the deck the same width as the deck. Prep and place the second lift 6 feet beyond the end of the deck the same width as the deck.

### **C.3 Overlay Application**

Perform the handling and mixing of the polymer resin and hardening agent in a safe manner to achieve the desired results according to the manufacturer's instructions. Do not apply the overlay system if any of the following exists:

1. Ambient air temperature is below 50 F or above 100 F.
2. Deck temperature is below 50 F.
3. Moisture content in the deck exceeds 4.5 percent when measured by an electronic moisture meter or shows visible moisture after 2 hours when measured according to ASTM D4263.
4. Rain is forecasted during the minimum curing periods listed under C.5.
5. Materials component temperatures below 65 F or above 99 F.
6. Concrete age is less than 28 days unless approved by the engineer.

7. The deck temperature exceeds 100 F.
8. If the gel time is 10 minutes or less at the predicted high air temperature for the day.

After the deck has been shotblasted or during the overlay curing period, only necessary surface preparation and overlay application equipment will be allowed on the deck. Provide appropriate protective measures to prevent contamination from equipment allowed on the deck during preparation and application operations. Begin overlay placement as soon as possible after surface preparation operations.

The polymer overlay shall consist of a two-course application of polymer and aggregate. Each of the two courses shall consist of a layer of polymer covered with a layer of aggregate in sufficient quantity to completely cover the polymer. Apply the polymer and aggregate according to the manufacturer's requirements. Apply the overlay using equipment designed for this purpose. The application machine shall feature positive displacement volumetric metering and be capable of storing and mixing the polymer resins at the proper mix ratio. Disperse the aggregate using a method that provides a uniform, consistent coverage of aggregate and minimizes aggregate rolling or bouncing into final position. First course applications that do not receive enough aggregate before the polymer gels shall be removed and replaced. A second course applied with insufficient aggregate may be left in place, but will require additional applications before opening to traffic.

After completion of each course, cure the overlay according to the manufacturer's instructions. Follow the minimum cure times listed under C.5 or as prescribed by the manufacturer. Remove the excess aggregate from the surface treatment by sweeping, blowing, or vacuuming without tearing or damaging the surface; the material may be re-used if approved by the engineer and manufacturer. Apply all courses of the overlay system before opening the area to traffic. Do not allow equipment or traffic on the treated area until directed by the engineer.

After the first layer of coating has cured to the point where the aggregate cannot be pulled out, apply the second layer. Before applying the second layer, broom and blow off the first layer with compressed air to remove all loose excess aggregate.

Before opening to traffic, clean expansion joints and joint seals of all debris and polymer. A minimum of 3 days following opening to traffic, remove loosened aggregates from the deck, expansion joints, and approach pavement.

#### C.4 Application Rates

Apply the polymer overlay in two separate courses according to the manufacturer's instructions, but not less than the following rate of application.

Course	Minimum Polymer Rate <sup>[1]</sup> (GAL/100 SF)	Aggregate <sup>[2]</sup> (LBS/SY)
1	2.5	10+
2	5.0	14+

<sup>[1]</sup> The minimum total applications rate is 7.5 GAL/100 SF.

<sup>[2]</sup> Application of aggregate shall be of sufficient quantity to completely cover the polymer.

#### C.5 Minimum Curing Periods

As a minimum, cure the coating as follows:

	Average temperature of deck, polymer and aggregate components in degrees F							
Course	50-54	55-59	60-64	65-69	70-74	75-79	80-84	85-99
1	6 hrs.	5 hrs.	4 hrs.	3 hrs.	2.5 hrs	2 hrs	1.5 hrs.	1 hr.
2	8 hrs.	6.5 hrs.	6.5 hrs.	5 hrs.	4 hrs.	3 hrs.	3 hrs.	3 hrs.

If faster cure times are desired and achievable, submit to the engineer a certified test report from an independent laboratory showing the material is able to reach a compressive strength of 1000 psi as tested per ASTM C 579 Method B within the temperature ranges and cure times for which the product is

proposed to be placed. Establish ambient air, material, and substrate temperatures from the manufacturer for field applications. Field applications will not be allowed below the documented temperatures.

### **C.6 Repair of Polymer Overlay**

Repair all areas of unbonded, uncured, or damaged polymer overlay for no additional compensation. Submit repair procedures from the manufacturer to the engineer for approval. Absent a manufacturer's repair procedures and with the approval of the engineer, complete repairs according to the following: Saw cut the limits of the area to the top of the concrete; remove the overlay by scarifying, grinding, or other approved methods; shot blast or sand blast and air blast the concrete before placement of polymer overlay; and place the polymer overlay according to section C.3.

### **D Measurement**

The department will measure Polymer Overlay by the square yard, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
509.5100.S	Polymer Overlay	SY

Payment is full compensation for preparing the surface; for tensile bond testing; for creating the transitional area; for providing the overlay; for cleanup; and for sweeping/vacuuming and disposing of excess materials.

The department will pay separately for Concrete Deck Repair.

stp-509-030 (20170615)

## **48. Surface Drain Pipe Corrugated Metal Slotted, 18-Inch, Item 521.2005.S.001.**

### **A Description**

This special provision describes furnishing and installing slotted corrugated metal pipe surface drain as the plans show.

Conform to standard spec 521 as modified in this special provision.

### **B Materials**

Furnish backfill material that is grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501.2 as modified in standard spec 716. Provide QMP for class III ancillary concrete as specified in standard spec 716.

### **C Construction**

Before backfilling, plug the upper end of the slotted drain as the plans show or as approved by the engineer.

Before backfill operations adjacent to the slotted area of the slotted corrugated metal pipe surface drain pipe, install timber blocks in the slots according to the plan details. Remove any material entering the pipe at no expense to the department.

Keep the timber blocks in place until final cleanup operations are completed; at which time, remove the timber blocks.

Exercise care to avoid damage to the slotted corrugated metal pipe surface drain pipe. If any section of pipe is damaged or is unsatisfactory as determined by the engineer, replace the drain pipe at no expense to the department.

### **D Measurement**

The department will measure Surface Drain Pipe Corrugated Metal Slotted (size), completed according to the contract and accepted, in place by the linear foot.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
521.2005.S.001	Surface Drain Pipe Corrugated Metal Slotted 18-Inch	LF

Payment is full compensation for furnishing all materials; hauling and placing the pipe, including bands; making connections to existing inlets; furnishing concrete, end plug or cap; and for cleaning out and restoring site of work.

stp-521-005 (20150630)

## 49. 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.

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

## 50. Blue Specific Service Signs.

*Add the following to standard spec 638.3.4:*

Do not remove or move blue specific service signs or their associated posts. Specific service signs are signs with logos that identify commercial entities providing gas, food, lodging, camping, or attractions. A

separate contractor, Interstate Logos - Wisconsin, is responsible for these signs. Contact Interstate Logos - Wisconsin at (844) 496-9163 a minimum of 14 calendar days in advance to coordinate removing, moving, or re-installation of these signs.

The contractor is responsible for damage done to these signs due to contractor operations.

stp-638-010 (20150630)

## **51. Traffic Control Signs.**

### **A Description**

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

*Supplement standard spec 643.2.9.1(5) as follows:*

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

*Replace standard spec 643.3.4.3 with the following:*

(1) If a sign message is no longer relevant, promptly remove the sign or cover all the sign with materials conforming to 643.2.3.3.

- Cover Type I signs completely.
- Cover Type II signs completely.

*Replace standard spec 643.4.4 with the following:*

#### **643.4.4 Covering Signs**

(1) The department will measure the Traffic Control Covering Signs Type I bid item as each individual cover acceptably completed per location, measured as the number of covers for existing signs. The department will not measure additional covers as might be required to accommodate the contractor's operations.

(2) The department will measure the Traffic Control Cover Signs Type II bid item as each individual cover/uncover cycle acceptably completed per location, measured as the number of cover/uncover cycles for existing signs. The department will not measure additional cover/uncover cycles as might be required to accommodate the contractor's operations.

*Replace standard spec 643.5.3 with the following:*

#### **643.5.3 Covering Signs**

(1) Payment for the Traffic Control Covering Signs Type I bid item is full compensation for providing full sign covers and for repairing or replacing damaged signs.

(2) Payment for the Traffic Control Covering Signs Type II bid item is full compensation for providing full sign covers, for removing covers, and for repairing or replacing damaged signs.

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

### **A Description**

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

## **B Materials**

- (1) Furnish and maintain a TMA conforming to NCHRP Report 350 test level 3 or to MASH crashworthiness criteria. Submit written certification from the manufacturer that the host vehicle/attenuator configuration provided conforms to crashworthiness criteria. Include the federal-aid reimbursement eligibility letter with that submittal.
- (2) Provide a host vehicle and mount the attenuator conforming to the attenuator manufacturer's specifications. Provide the engineer a copy of the manufacturer's specifications and installation instructions.

## **C Construction**

- (1) Coordinate with the engineer at least 72 hours before its intended use so the engineer can determine if the work operation requires TMA protection.
- (2) Position the attenuator at a manufacturer-recommended location in advance of a stationary work operation. Position and maintain the attenuator consistently at the manufacturer-recommended distance from a mobile work operation. Ensure that an operator stays with the host vehicle while protecting a mobile work operation.

## **D Measurement**

- (1) The department will measure Truck or Truck-Trailer-Mounted Attenuator by the day acceptably completed, measured to the 1/2-day based on the engineer-determined time the attenuator is required to protect work operations. The department will measure 4 or less hours per calendar day as a half day and over 4 hours as a full day.

## **E Payment**

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

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

- (2) Payment is full compensation for providing the portable attenuator, host vehicle, and operator.  
stp-643-015 (20140630)

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

### **A Description**

This special provision describes furnishing portable lighting as necessary to complete nighttime work. Nighttime operations consist of work specifically scheduled to occur after sunset and before sunrise.

### **B (Vacant)**

### **C Construction**

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

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

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

1. Layout, including location of portable lighting – lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
2. Specifications, brochures, and technical data of all lighting equipment to be used.
3. The details on how the luminaires will be attached.
4. Electrical power source information.
5. Details on the louvers, shields, or methods to be employed to reduce glare.
6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
7. Detail information on any other auxiliary equipment.



## **C.2 Portable Lighting**

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

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

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

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

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

## **C.4 Glare Control**

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

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

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

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

## **C.5 Continuous Operation**

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

## **D (Vacant)**

## **E Payment**

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

stp-643-010 (20100709)

## **54. Contractor Data Packet.**

The department will provide electronic design data for projects 1007-12-74 and 1007-12-75. The data provided is for the bidder's general knowledge only and is not a part of the contract. The department assumes no responsibility for discrepancies between the data provided and the contract documents.

The department will provide the project contractor data packet before the project let date within 5 business days of a contractor request submitted by email to Mark Vesperman at [mark.vesperman@dot.wi.gov](mailto:mark.vesperman@dot.wi.gov).

The contractor data packet contains the following:

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

(10/31/2017)

## 55. Intelligent Transportation Systems (ITS) – Control of Materials.

### Standard spec 106.2 – Supply Source and Quality

*Add the following to standard spec 106.2:*

The department will furnish a portion of equipment to be installed by the contractor. This department-furnished equipment includes the following:

Department-Furnished Items
(2) Microwave Detector – Serial
(2) Pole-Mounted Cabinet
(6) Ethernet Switches
(10) SFP 10 KM
(4) 5.8 GHZ IP Radio
(8) Fiber Optic Splice Enclosure
(5) Termination Panel - 12 Count ST
(1,493 LF) Fiber Optic Cable – 12 Count
(77,729 LF) Fiber Optic Cable – 72 Count

Contact Dean Beekman, Traffic Manager Center (TMC), at (414) 227-2154 to obtain a copy of the manufacturer list and contact names for department-furnished equipment.

Pick-up small department-furnished equipment, such as communications devices, from the department's Traffic Management Center (TMC), 433 W. St. Paul Ave., Milwaukee, WI 53203 at a mutually agreed upon time during normal state office hours. Contact the department's TMC at (414) 227-2166 to coordinate pick-up of equipment.

Large department-furnished equipment, such as camera poles will be delivered by the supplier to a contractor-controlled site within Dane County. Delivery will not necessarily be in a "just in time" manner. Store the equipment until field installation. Provide location details and a contact for delivery coordination upon receiving the contract's Notice to Proceed.

Transportation of the equipment between the electric shop and the field or interim locations are the responsibility of the contractor.

### **Standard spec 106.3 – Approval of Materials**

*Add the following to standard spec 106.3:*

#### **Design/Shop Drawings**

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

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

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

1. Mounting assemblies for the vehicle speed and classification sensors, including their attachment to the structure.
2. Any contractor-designed structure or foundation.

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

## **56. Intelligent Transportation Systems - General Requirements.**

### **A Description**

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

This special provision describes providing elements for an Intelligent Transportation System (ITS) in or along the existing roadway as the plans show.

Unusual aspects of this project include:

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

#### **A.2 Surge Protection**

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

### **B Materials**

## B.1 General

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

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

## B.2 Outdoor Equipment

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

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

## B.3 Custom Equipment

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

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

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

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

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

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

## B.4 Environmental Conditions

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

1. **Vibration and Shock:** Vehicle speed and classification sensors and any other equipment mounted atop poles or on structures shall not be impaired by the continuous vibration caused by winds (up to 90 mph with a 30 percent gust factor) and traffic.
2. **Duty Cycle:** Continuous
3. **Electromagnetic Radiation:** The equipment shall not be impaired by ambient electrical or magnetic fields, such as those caused by power lines, transformers, and motors. The equipment shall not radiate signals that adversely affect other equipment.

#### 4. **Electrical Power:**

- 4.1. **Operating power:** The equipment shall operate on 120-volts, 60-Hz, single-phase unless otherwise specified. It shall conform to its specified performance requirements when the input voltage varies from 89 to 135 volts and the frequency varies +3 Hz.
- 4.2. **High frequency interference:** The equipment operation shall be unaffected by power supply voltage spikes of up to 150 volts in amplitude and 10 microseconds duration.
- 4.3. **Line voltage transients:** The equipment operation shall be unaffected by voltage transients of plus or minus 20 percent of nominal line voltage for a maximum duration of 50 milliseconds. Equipment in the field shall meet the power service transient requirements of NEMA Standard TS-2 when connected to the surge protectors in the cabinets.

#### 5. **Temperature and Humidity:**

- 5.1. **Field equipment:** Equipment in the field shall meet the temperature and humidity requirements of NEMA Standard TS-2. Liquid crystal displays shall be undamaged by temperatures as high as 165 degrees F, and shall produce a usable display at temperatures up to 120 degrees F.
- 5.2. **Equipment in Controlled Environments:** shall operate normally at any combination of temperatures between 50 degrees F and 100 degrees F, and humidity's between 5 percent and 90 percent, non-condensing, and with a temperature gradient of 9 degrees F per hour.

### **B.5 Patch Cables and Wiring**

All cables and wiring between devices installed in a single cabinet, or in separate cabinets sharing a single concrete base, will be considered incidental to the installation of the devices and no separate payment will be made for them. It is anticipated that this will include fiber optic patch cables between termination panels and Ethernet switches, 10 / 100 MBPS Ethernet cables, RS-232 cables between individual devices and terminal servers, and power cables between individual devices and power sources within the cabinets.

### **B.6 Surge Protection**

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

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

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

## **C Construction**

### **C.1 Thread Protection**

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

### **C.2 Cable Installation**

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

### **C.3 Wiring**

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

Permanently label and key connectors to preclude improper connection. Obtain prior engineer approval for labeling methods before use.

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

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

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

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

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

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

### **C.4 System Operations**

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

### **C.5 Surge Protection**

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

### **D Measurement**

The department will not measure the work performed under this special provision.

### **E Payment**

The department will pay for the work performed under this special provision under the contract ITS bid items.

stp-670-010 (20100709)

## **57. Intelligent Transportation Systems – Conduit.**

*Add the following to standard spec 671.2:*

### **671.2.4 Locate Wire**

Provide a No. 14 AWG stranded copper wire for future locate purposes through each conduit run.

Connect the locate wire by using a wire nut at each pull box, manhole, or other access point.

Alternatively, use a single wire through the access points. All material furnished under this item shall meet the requirements of standard spec 655.

stp-671-005 (20150630)

## 58. Install Pole Mounted Cabinet, Item 673.0225.S.

### A Description

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

### B Materials

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

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

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

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

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

### C Construction

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

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

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

### D Measurement

The department will measure Install Pole Mounted Cabinet as each individual assembly, acceptably completed.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
673.0225.S	Install Pole Mounted Cabinet	EACH

Payment is full compensation for installing the pole mounted cabinet; for making all connections and conduit/wire entrances; and for all testing.

stp-673-010 (20100630)

## 59. Concrete Pavement Flexural Strength.

This special provision describes accepting concrete pavement based on flexural strength. Conform to standard spec part 7 as modified in this special provision.

*Add the following to standard spec table 701-2:*

TEST	TEST STANDARD
Flexural Strength of Concrete	AASHTO T97

*Replace standard spec 710.5.5 with the following:*

#### **710.5.5 Strength**

- (1) Cast all 6-inch by 12-inch cylinders or 6-inch x 6-inch x 21-inch beams in a set from the same sample. Do not cast more than one set of specimens from a single truckload of concrete. Mark each specimen to identify the lot and subplot or location on the project it represents.
- (2) Provide facilities for initial curing. For up to 48 hours after casting, maintain the temperature adjacent to the specimens in the range of 60 to 80 F and prevent moisture loss. Between 24 and 48 hours after casting, transport the specimens to a department-qualified laboratory for standard curing until testing at 28 days.
- (3) Determine the 28-day strength of each specimen in psi. Test each specimen to failure. Use a testing machine that automatically records the date, time, rate of loading, and maximum load of each specimen. Provide a printout of this information for each specimen tested.

*Replace standard spec 715.2.1(2) with the following:*

- (2) The contractor need not provide separate laboratory mix designs for high early strength concrete nor provide routine 28-day strength tests during placement for high early strength concrete.

*Replace standard spec 715.2.3.1(1) with the following:*

- (1) Use at least 5 pairs of beams to demonstrate the flexural strength of a mix design. Use either laboratory strength data for new mixes or field strength data for established mixes. Demonstrate that the 28-day flexural strength of the proposed mix will equal or exceed the 85 percent within limits criterion specified in standard spec 715.5.2.

*Replace standard spec 715.3.1.1(1) with the following:*

- (1) Provide slump, air content, concrete temperature, and strength test results as specified in standard spec 710.5. Provide a battery of QC tests, consisting of results for each specified property, using a single sample randomly located within each subplot. Cast 3 specimens for strength evaluation.

*Replace standard spec 715.3.1.3(1) with the following:*

- (1) The department will perform verification testing for air content, slump, temperature, and strength at a minimum of 1 verification test per lot.

*Replace standard spec 715.3.2.1 with the following:*

#### **715.3.2.1 General**

- (1) The department will make pay adjustments for strength on a lot-by-lot basis using the strength of contractor QC specimens. The department will use flexural strength for pavements and compressive strength for structures. The department will assess concrete for removal and replacement based on a subplot-by-subplot analysis of core strength. Perform coring and testing, fill core holes with an engineer approved non-shrink grout, and provide traffic control during coring.
- (2) Randomly select 2 QC strength specimens to test at 28 days for percent within limits (PWL). Compare the strengths of the 2 randomly selected QC specimens and determine the 28-day subplot average strength as follows:
  - If the lower strength divided by the higher strength is 0.9 or more, average the 2 QC specimens.



- If the lower strength divided by the higher strength is less than 0.9, break one additional specimen and average the 2 higher strength specimens.

*Replace standard spec 715.3.2.2.1 with the following:*

#### **715.3.2.2.1 Pavement**

- (1) If a subplot strength is less than 500 psi, the department may direct the contractor to core that subplot to determine its structural adequacy and whether to direct removal. Cut and test cores according to AASHTO T24 as and where the engineer directs. Have an HTCP-certified PCC technician I perform or observe the coring.
- (2) The subplot pavement is conforming if the compressive strengths of all cores from the subplot are 2500 psi or greater or the engineer does not require coring.
- (3) The subplot pavement is nonconforming if the compressive strengths of any core from the subplot is less than 2500 psi. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

*Replace standard spec 715.5.1 with the following:*

#### **715.5.1 General**

- (1) The department will pay incentive for strength under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
715.0415	Incentive Strength Concrete Pavement	DOL
715.0502	Incentive Strength Concrete Structures	DOL
- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Strength Concrete Pavement and Disincentive Strength Concrete Structures administrative items.
- (4) The department will adjust pay for each lot using PWL of the 28-day subplot average strengths for that lot. The department will measure PWL relative to the lower specification limit of 650 psi for pavements and 4000 psi for structures. The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under standard spec 715.3.1.2.1.
- (5) Submit strength results to the department electronically using the MRS software. The department will validate contractor data before determining pay adjustments.
- (6) All coring and testing costs under standard spec 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

*Replace standard spec 715.5.2 with the following:*

#### **715.5.2 Pavements**

- (1) The department will adjust pay for each lot using equation "QMP 6.01" as follows:

Percent within Limits (PWL)	Pay adjustment (dollars per square yard)
≥ 95 to 100	$(0.2 \times \text{PWL}) - 19$
≥ 85 to < 95	0
≥ 50 to < 85	$(2.0/35 \times \text{PWL}) - 170/35$
< 50	-2

- (2) The department will not pay incentive if the lot standard deviation is greater than 60 psi.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive but the department will assess a disincentive based on the individual subplot average strengths. The

department will reduce pay for sublots with an average strength below 600 psi by \$2 per square yard.

- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

## 60. Optimized Aggregate Gradation and Concrete Mixtures.

### A Description

This special provision describes optimized aggregate gradation, optional optimized mixture designs, and associated additional requirements for class 1 concrete used in concrete pavements. Conform to standard specification part 7 and as follows:

### Optimized Aggregate Gradation

A Job Mix Formula (JMF) contains all of the following:

1. Proportions for each aggregate fraction conforming to Table 1.
2. Individual gradations for each aggregate fraction.
3. Composite gradation of the combined aggregates including working ranges on each sieve according to Table 2.
4. Submit the target JMF and aggregate production gradation test results to the engineer for review 10 business days before initial concrete placement.

**TABLE 1 TARANTULA CURVE GRADATION BAND**

SIEVE SIZES	PERCENT RETAINED
2 in.	0
1 1/2 in.	≤5
1 in.	<16
3/4 in.	<20
1/2 in.	4-20
3/8 in.	4-20
No. 4	4-20
No. 8 <sup>[1]</sup>	<12
No. 16 <sup>[1]</sup>	<12
No. 30 <sup>[1] [2]</sup>	4-20
No. 50 <sup>[2]</sup>	4-20
No. 100 <sup>[2]</sup>	≤10
No. 200 <sup>[2]</sup>	≤2.3

<sup>[1]</sup>Minimum of 15% retained on the sum of the #8, #16, and #30 sieves.

<sup>[2]</sup>Conform to 24-34% retained of fine sand on the #30-200 sieves.

**TABLE 2 JMF WORKING RANGE**

SIEVE SIZES	WORKING RANGE <sup>[1]</sup> (PERCENT)
2 in.	±5
1 1/2 in.	±5
1 in.	±5
3/4 in.	±5
1/2 in.	±5
3/8 in.	±5
No. 4	±5

No. 8	±4
No. 16	±4
No. 30	±4
No. 50	±3
No. 100	±2
No. 200	≤ 2.3

<sup>[7]</sup> Working range limits of composite gradation based on moving average of 4 tests.

Test each component aggregate once per 1,500 cubic yards during concrete production. Take samples by one of the following sampling methods:

1. At the belt leading to the weigh hopper.
2. Working face of the stock piles at the concrete plant if approved by the engineer.

The department will take independent QV samples using the same sampling method the contractor uses for QC sampling. QV samples may be taken by the contractor's QC personnel if witnessed by the department's QV personnel. The department will split each QV sample and retain half for all dispute resolutions. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

If, during concrete production, the moving average of four for any sieve fall outside the allowable JMF working range do the following:

1. Notify the engineer of the test results within 1 business day from the time of sampling;
2. Make immediate adjustments to the JMF, within the limits specified in Table 3;
3. Review JMF adjustments with the engineer. Both the contractor and engineer will sign the adjusted JMF if the adjustments comply with Table 3.
4. If the moving average of four falls outside the adjusted allowable working range, stop production and provide a new mix design including JMF to the engineer.

**TABLE 3 ALLOWABLE JMF ADJUSTMENTS**

SIEVE SIZES	ALLOWABLE ADJUSTMENT (PERCENT)
≥ No. 4	±5
No. 8 – No. 30	±4
No. 50	±3
No. 100	±2

## Dispute Resolution

The department will resolve disputes as specified in standard spec 106.3.4.3.5 using QV split samples.

## Sublot and Lot Size

A sublot consists of up to 1,500 cubic yards. A lot consists of two sublots.

## Optimized Concrete Mixtures

The contractor may use a reduced cementitious content for concrete pavement placed if the contractor does the following:

1. Use an optimized aggregate gradation as defined in this special provision.
2. Conform to the additional testing requirements for flexural strength as specified in the contract special provisions.
3. Submit aggregate gradation result records no more than 2 years old when developing the mix design.
4. Determine the volume of voids in the optimized aggregates using ASTM C29.
5. Download and follow the instructions tab of the Optimized Gradation and Mix Design Spreadsheet located at:

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

6. Design an appropriate paste content based upon the Performance-based PCC Mix Design Guide located at:  
<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/qmp/default.aspx>
7. Provide a minimum  $V_{paste}/V_{voids}$  of 1.25. (Paste/Void ratio equals the volume of paste divided by the volume of voids.)
8. Evaluate workability of trial batches by following section 6.8 of AASHTO Draft Performance Engineered Concrete Pavement Mixtures Specifications located at:  
<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/qmp/default.aspx>
9. Submit trial batch workability results when submitting the mix design.
10. Submit the CP Tech center computer spreadsheet concrete mix design to the engineer for review at least 3 business days before producing concrete.
11. Provide a minimum cement content of 520 pounds per cubic yard, except if using type I, IL, or III cement in a mix where the geologic composition of the coarse aggregate is primarily igneous or metamorphic materials, provide a minimum cement content of 660 pounds per cubic yard.
12. The contractor may use class C fly ash or grade 100 or 120 slag as a partial replacement for cement. For binary mixes use up to 30% fly ash or slag. For ternary mixes use up to 30% fly ash plus slag in combination. Replacement values are in percent by weight of the total cementitious material in the mix.
13. See CMM 8-70.2.2.3 for additional guidance.

**B (Vacant)**

**C (Vacant)**

**D (Vacant)**

**E (Vacant)**

(2/14/2018)

## **61. Pre-Planting Vegetation Treatment, Item SPV.0005.500.**

### **A Description**

This special provision describes applying pre-seeding broadcast herbicides onto the Invasive Species and Weed Management Areas (including native seed planting areas) shown in the plans.

### **B Materials**

#### **B.1 Herbicides**

Provide manufacturers labels with appropriate application rates to the Corridor Vegetation Inspector.

The selection of herbicide(s) to be used for controlling each target weed species shall be based upon the guidelines of the Midwest Invasive Plant Network's Invasive Plant Control Database (<http://mipncontroldatabase.wisc.edu/>). This site provides broadleaf herbicides recommendations for controlling broadleaf weeds, as well as grass-selective herbicides for controlling non-native cool season perennial grasses in early spring or late fall when warm season native grasses are dormant.

If the following broadleaf weeds are present, mix the low residual broadleaf herbicide 2, 4-Dichlorophenoxyacetic acid (2, 4-D) with glyphosate herbicide to ensure control:

Field Bindweed (*Convolvulus arvensis*)

Canada Thistle (*Cirsium arvense*)

Crown Vetch (*Securigera varia*)

Many broadleaf herbicides have extended periods of activity in the soil and can retard the germination and survival of many wildflower seedlings. The use of any broadleaf herbicide other than 2, 4-D must be approved by the Corridor Vegetation Inspector prior to application. Do not apply any herbicides to the seeding site that will adversely affect the germination and growth of native prairie seedlings.

Use one of the following grass-selective herbicides to control unwanted cool season grasses in native prairies:

- Poast (Sethoxydim)
- Fusilade (Fluazifop-p-butyl)
- Clethodim

Each species of non-native cool season grass is more susceptible to damage by one of the above herbicides. Select the most effective herbicide for use on each target weedy grass species. Follow manufacturer's directions when mixing and applying herbicides. The addition of crop oil concentrate to the herbicide mix may be required to ensure successful control.

## **B.2 Herbicide Applicator Certification**

Provide a DATCP-certified and -licensed applicator to apply herbicides. Provide copies of certification paperwork to the Corridor Vegetation Inspector prior to herbicide treatment.

## **C Construction**

### **C.1 Pre-Seeding Treatment**

Apply herbicide to the areas delineated in the plans as Invasive Species and Weed Management Areas and Shrub Bed Limits. All existing weeds, grasses, and other vegetation must be eliminated prior to seeding or planting without disturbing the soil except for hand pulling individual weeds or woody vegetation.

After each herbicide application, fill out the department provided worksheet "Herbicide Treatment Summary". Complete one worksheet per site per application, sign the worksheet, and submit to the Corridor Vegetation Inspector.

Herbicides used to control weeds prior to seeding or planting must be selected to ensure that post-application carry over in the soil will not affect germination of native seeds or shrubs. Apply herbicide at appropriate concentration.

Existing vegetation shall be treated with herbicide at least once prior to seeding or planting to kill all existing vegetation. The treatment of the vegetation shall be timed to ensure optimal weed control. Follow the suggested eradication sequence described below or obtain approval for other methods from the Corridor Vegetation Inspector.

1. If vegetation to be sprayed is taller than 12 inches, mow vegetation to 4 inches or less in height, 4 to 6 weeks before the first application of herbicide.
2. Apply the appropriate herbicide(s) when vegetation is at 12 inches in height, or has regrown to a height of at least 12 inches following mowing.
3. Re-treat undesirable vegetation after allowing it to regrow to a height of 12 inches. Do not mow, till, drive vehicles over, or disturb the vegetation in any way between herbicide applications.
4. After the final herbicide application, the area may be seeded with the native seed mixtures or planted with the shrubbery. The timing of the planting shall be according to the herbicide manufacturer's instructions.

Prevent herbicide drift onto adjacent trees and shrubs. Plants damaged due to herbicide drift will be replaced at the expense of the contractor.

## **D Measurement**

The department will measure Pre-Planting Vegetation Treatment by the acre, 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.0005.500	Pre-Planting Vegetation Treatment	ACRE

Payment is full compensation for furnishing and applying herbicide; re-applying herbicide as needed; documenting herbicide applications: mowing; and for furnishing all labor, tools, materials, equipment and incidentals necessary to complete the work.

## **62. Seed Bed Preparation, Item SPV.0005.501.**

### **A Description**

This special provision defines the work needed for the native seeding areas that require seed bed preparation.

### **B (Vacant)**

### **C Construction**

#### **C.1 Inspection and Approval**

The native seeding areas have been finished with topsoil installed by others under a highway construction contract. Verify, with approval from the Corridor Vegetation Inspector, that the existing topsoil does or does not provide a suitable native seed planting bed that meets the following criteria: for the upper 2 inches of the topsoil, 100 percent of the material must pass a 1-inch sieve and at least 90 percent must pass the No. 10 sieve.

#### **C.2 Surface Treatment**

For those areas identified by the Corridor Vegetation Inspector that do not meet the topsoil requirements listed above, break down all clods and lumps using the appropriate pulverizing equipment to meet the specified gradation. Remove rocks, twigs, foreign material, and clods that cannot be broken down. Dress the entire surface to present a uniform appearance.

Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, stones larger than 1" in diameter, and/or any other construction refuse has been deposited within area(s) to be seeded. Remove any non-hazardous materials from the seed bed and inform the Corridor Vegetation Inspector of any hazardous materials.

### **D Measurement**

The department will measure Seed Bed Preparation by the acre, 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.0005.501	Seed Bed Preparation	ACRE

Payment is full compensation for providing the equipment and labor needed to prepare the seed beds, as approved by the Corridor Vegetation Inspector, to a uniform appearance, and for removing and disposing of unsuitable or foreign material.

## **63. Roadway Embankment, Item SPV.0035.001.**

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

### **A Description**

*Replace standard spec 207.1(1) with the following:*

This section describes providing and placing, in embankments and in miscellaneous backfills, material obtained under the bid items in the roadway and drainage excavation or excavation for structure sections;

or material obtained under Borrow as specified in standard spec 208 and modified under these special provisions.

## **B Materials**

*Conform to standard spec 207.2.*

## **C Construction**

*Conform to standard spec 207.3.*

## **D Measurement**

*Replace standard spec 207.4(1) with the following:*

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

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

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

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

## **E Payment**

*Replace standard spec 207.5(1) with the following:*

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.001	Roadway Embankment	CY

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

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

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

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

(10/31/2016)

## **64. High Performance Concrete (HPC) Masonry Structures, Item SPV.0035.700.**

This special provision describes specialized material and construction requirements for high-performance concrete used in bridge structures. Conform to standard specs 501, 502, and 509, as modified in this special provision. Conform to standard spec 715 for QMP Concrete Pavement and Structures.

### **MODIFY STANDARD SPECIFICATIONS AS FOLLOWS:**

#### **501.2.5.4.1 General**

- (1) The department will sample and test aggregates as follows:

LA Wear (100 and 500 revolutions).....	AASHTO T 96
Sodium Sulfate Soundness (R-4, 5 cycles).....	AASHTO T 104
Freeze-Thaw Soundness.....	AASHTO T 103

Lightweight Pieces<sup>[1]</sup>..... AASHTO T 113

<sup>[1]</sup>Material having a bulk specific gravity (saturated surface-dry basis) of less than 2.45. Determine the percentage of lightweight pieces by dividing the weight of lightweight pieces in the sample retained on the 3/8-inch sieve by the weight of the total sample.

- (2) Contact the engineer a minimum of 4 weeks prior to placing concrete to collect a sample of aggregates proposed for the project. The engineer will obtain the sample, or observe the contractor obtaining the sample. The sampler must be HTCP certified to sample aggregates.
- (3) The department will randomly sample coarse aggregate for lightweight pieces testing at least once at least once per 10,000 cubic yards during HPC structure concrete production.
- (4) Use clean, hard, durable crushed limestone free of an excess of thin or elongated pieces, frozen lumps, vegetation, deleterious substances, or adherent coatings considered injurious.
- (5) Use virgin aggregates only.

#### **501.2.5.4.2 Deleterious Substances**

*Replace paragraph one with the following:*

The amount of deleterious substances must not exceed the following percentages:

DELETERIOUS SUBSTANCE	PERCENT BY WEIGHT
Shale .....	1.0
Coal .....	1.0
Clay lumps.....	0.3
Soft fragments .....	5.0
Any combination of above .....	5.0
Thin or elongated pieces based on a 3:1 ratio.....	15.0
Materials passing the No. 200 sieve .....	1.5
Lightweight Pieces .....	2.0

#### **501.2.5.4.3 Physical Properties**

*Replace paragraph one with the following:*

The percent wear must not exceed 35, the weighted soundness loss must not exceed 6 percent, and the weighted freeze-thaw average loss must not exceed 12 percent.

#### **501.3.2.4.3.3 Extended Delivery Time**

*Delete paragraph one.*

#### **501.3.5.1 General**

*Replace paragraph one with the following:*

Use central-mixed concrete as defined in standard spec 501.3.5.1(2) for all work under this special provision.

#### **501.3.5.2 Delivery**

*Replace paragraph three with the following:*



Deliver and completely discharge concrete within one hour beginning when adding water to the cement, or when adding cement to the aggregates. A decrease in air temperature below 60° F or the use of department-approved retarders does not increase the discharge time.

#### **501.3.7.1 Slump**

*Replace the entire text with the following:*

Use a 2-inch to 4-inch slump.

Perform the slump tests for concrete according to AASHTO T 119.

#### **501.3.8.2.1 General**

*Replace the entire text with the following:*

The contractor is responsible for the quality of the concrete placed in hot weather. Submit a written temperature control plan at or before the pre-pour meeting. In that plan, outline the actions the contractor will take to control concrete temperature if the concrete temperature at the point of placement exceeds 80° F. Do not place concrete without the engineer's written acceptance of that temperature control plan. Perform the work as outlined in the temperature control plan.

If the concrete temperature at the point of placement exceeds 80° F, do not place concrete for items covered in this special provision.

Notify the engineer whenever conditions exist that might cause the temperature at the point of placement to exceed 80° F. If project information is not available, the contractor should obtain information from similar mixes placed for other nearby work.

The department will pay \$0.75 per pound for the quantity of ice required to reach a target temperature of 75° F if the following conditions are met:

The un-iced concrete temperature exceeds 80° F.

The contractor has performed the actions outlined in the contractor's accepted temperature control plan.

The contractor elects to use ice.

#### **501.3.8.2.2 Bridge Decks and Structural Approach Slabs**

*Replace the entire text with the following:*

- (1) Do not place concrete for bridge decks or structural approach slabs when the ambient air temperature is above 80° F.
- (2) For concrete placed in bridge decks and structural approach slabs, submit a written evaporation control plan at each pre-pour meeting. In that plan, outline the actions the contractor will take to maintain concrete surface evaporation at or below 0.15 pounds per square foot per hour. Do not place concrete for bridge decks or structural approach slabs without the engineer's written acceptance of that evaporation control plan. Perform the work as outlined in the evaporation control plan.
- (3) If predicting a concrete surface moisture evaporation rate exceeding 0.15 pounds per square foot per hour, do not place concrete for bridge decks or structural approach slabs.
- (4) Provide evaporation rate predictions to the engineer 24 hours prior to each bridge deck or structural approach slab pour.
- (5) Compute the evaporation rate from the predicted ambient conditions at the time and place of the pour using the nomograph, or computerized equivalent, specified in CMM 5.25, figure 1. Use weather information from the nearest national weather service station. The engineer will use this information to determine if the pour will proceed as scheduled.
- (6) At least 8 hours before each pour, the engineer will inform the contractor in writing whether or not to proceed with the pour as scheduled. If the actual computed evaporation rate during the pour exceeds 0.15 pounds per square foot per hour, at the sole discretion of the engineer, the contractor may be allowed to implement immediate corrective action and complete the pour.

#### **502.3.5.4 Superstructures**

*Delete paragraph five.*

#### **502.3.7.8 Floors**

*Delete paragraphs 13.*

*Replace paragraphs 14 and 15 with the following:*

- (14) If staging requires public traffic on bridge deck prior to polymer overlay application, transversely tine finish the floors of structures with approach pavements designed for speeds of 40 mph or greater as specified in 415.3.8.3, except make the tining 1/8 inch in depth and do not perform tining within 12 inches of gutters. The contractor may apply a broom finish, described below, instead of the artificial turf drag finish required before tining. The contractor may perform tining manually, if it obtains a finish satisfactory to the engineer. Perform tining within 20 degrees of the centerline of bearing of the substructure units on bridge decks having skew angles of 20 degrees or greater.
- (15) If providing a broom finish, draw the broom transversely across the full width of the pavement with adjacent strokes slightly overlapping. Perform brooming to produce uniform corrugations and approximately 1/8 inch in depth. Complete brooming before concrete hardens and this operation tears or roughens the surface. Brooming shall provide a surface free from rough or porous areas, irregularities, and depressions that result from improper broom handling. Furnish brooms of a sufficient quality, size and construction, and operate them to produce a surface finish the engineer approves. Provided the contractor obtains satisfactory results, the engineer will allow manual brooming instead of mechanical brooming.

*Add the following to the end as paragraphs 19, 20 and 21:*

- (19) Do not place bridge deck concrete more than 10 feet ahead of the finishing machine. If there is a delay of more than 10 minutes during the placement of a bridge deck, cover all concrete (unfinished and finished) with wet burlap to protect the concrete from evaporation until placement operations resume.
- (20) Hand finishing, except for the edge of deck, must be kept to a minimum. The finishing machine must be equipped with a pan behind the screed. Apply micro texture using a broom or turf drag following the use of a 10-foot straight edge. Only finish by hand as necessary to close up finished concrete. Begin wet curing the deck immediately following the micro texture.
- (21) For bridge decks with a design speed of 40 mph or greater that will not receive a polymer overlay under this contract, provide longitudinal grooving according to the provision included in this contract. For bridges receiving a polymer overlay under this contract, provide longitudinal grooving on structural approach slabs according to the provision in this contract.

#### **502.3.8.1 General**

*Replace paragraph one with the following:*

Maintain adequate moisture throughout the concrete mass to support hydration for at least 14 days.

#### **502.3.8.2.1 General**

*Replace the entire text with the following:*

Wet cure the concrete for bridge decks, sidewalks and raised medians for 14 days by use of a soaker hose system, or other engineer-approved methods. Cover the finished surface of bridge decks and overlays with one layer of wetted burlap or wetted cotton mats within 10 minutes after the finishing machine has passed. Apply the burlap/cotton gently so as to minimize marking of the fresh concrete. Keep the first layer of burlap/cotton continuously wet until the bridge deck or overlay is sufficiently hard to apply a second layer of wetted burlap/cotton. Immediately after applying the second layer of burlap/cotton, continue to keep the deck wet until placing and activating the soaker hose system. Throughout the remainder of the curing period, keep the burlap/cotton continuously wet with soaker hoses hooked up to a continuous water source. Inspect the burlap/cotton twice daily to ensure the entire surface is moist. If necessary, alter the soaker hose system as needed to ensure the entire surface is completely covered and stays moist. After 48 hours from the time of completion of the bridge deck or overlay pour, the soaker hose system and burlap/cotton may be covered with polyethylene sheeting. Provide a continuous flow of water through the soaker hose system for the entire curing period.

Do not uncover any portion of the deck at any time for any reason during the first 7 days of the curing period.

Set up and test the fogging system before each bridge deck, raised median and sidewalk pour. The fogging system must remain set up and in operating condition for the duration of the pour.

#### **502.3.8.2.3 Decks**

*Delete the entire text.*

#### **502.3.8.2.4 Parapets**

*Replace the entire text with the following:*

Cure the inside and outside concrete faces and tops of railings or parapets by covering with wetted burlap immediately after form removal and surface finish application. Keep the burlap thoroughly wet for at least 7 days; or by covering for the same period with thoroughly wet polyethylene-coated burlap conforming to standard spec 501.2.9.

Secure coverings along all edges to prevent moisture loss.

#### **502.3.9.6 Bridge Decks**

*Replace paragraph two with the following:*

Protect the underside of the deck, including the girders, for bridge deck and overlay pours by housing and heating when the national weather service forecast predicts temperatures to fall below 32° F during the cold weather protection period. Maintain a minimum temperature of 40° F in the enclosed area under the deck for the entire 14-day curing period.

#### **502.5.1 General**

*Replace paragraph one with the following:*

The department will pay for plan quantities according to standard spec 109.1.1.2 at the contract unit price and incidentals necessary to complete the work under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.700	High Performance Concrete (HPC) Masonry Structures	CY

## **710.5 Sampling and Testing**

*Add the following:*

### **710.5.7 Chloride Penetration Resistance**

- (1) For each new or changed mix design, measure chloride penetration resistance according to AASHTO T 277 (Rapid Chloride Permeability Test) at a frequency of 1 test per 3 months (quarterly) of production.
- (2) Permeability samples for AASHTO T 277 testing must be stripped of their molds and wet cured to an age of 7 days in a standard moist room or water tank. After 7 days, submerge the samples in water heated to 100° F until an age of 28 days. Upon completion of the curing process, obtain one sample from each cylinder and test according to AASHTO T 277.
- (3) Ensure that the initial accepted mix designs meet the chloride penetration resistance limit of 1500 coulombs based on the AASHTO T 277 Rapid Chloride Permeability test. Chloride resistance testing conducted quarterly using AASHTO T 277 Rapid Chloride Permeability Test during production will not be used for acceptance of previously accepted mixes and concrete masonry mixed and placed according to the contract requirements. For quarterly chloride resistance test results exceeding 1500 coulombs, the department may require adjustment of the concrete mix going forward to improve the chloride penetration resistance.

### **715.2.3.2 Structures**

*Replace paragraph one with the following:*

(1A) Develop and test each mix to be used for HPC Masonry Structures. Produce a laboratory trial mix for each mix, as well as a trial mix from each plant used to supply the project. Test all mixes at a department-qualified laboratory.

(1B) The laboratory trial mix data must include the results of the following tests:

1. AASHTO T 119 Slump of Hydraulic Cement Concrete.
2. AASHTO T 121 Mass per Cubic Foot, Yield.
3. AASHTO T 152 Air Content.
4. AASHTO T 22 Compressive Strength.
5. AASHTO T 277 Rapid Determination of the Chloride Permeability of Concrete, using the modified curing procedure according to standard spec 710.5.7. (2) herein.
6. AASHTO T 309 Temperature.
7. Water Cement Ratio.

(1C) The 28-day compressive strength must be greater than or equal to 4000 psi. The 28-day results of the permeability test must be less than or equal to 1500 coulombs.

*Replace paragraph two with the following:*

(2) Provide a minimum cementitious content of 470 pounds per cubic yard and a maximum cementitious content of 540 pounds per cubic yard. For all superstructure and substructure concrete, unless the engineer approves otherwise in writing, conform to one of the following:

1. Use class C fly ash or grade 100 or 120 slag as a partial replacement for Portland cement. For binary mixes use 15% to 30% fly ash or 20% to 30% slag. For ternary mixes use 15% to 30% fly ash plus slag in combination. Percentages are stated as percent by weight of the total cementitious material in the mix.

Use a type IP or IS blended cement.

(10/26/2016)

## **65. Baseline CPM Progress Schedule, Item SPV.0060.001; CPM Progress Schedule Updates and Accepted Revisions, Item SPV.0060.002.**

*Replace standard spec 108.4 with the following:*

### **108.4 Critical Path Method Progress Schedule**

#### **108.4.1 Software**

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

#### **108.4.2 Personnel**

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

#### **108.4.3 Definitions**

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

##### **Activity**

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

##### **Critical Path**

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

##### **Critical Path Method (CPM)**

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

##### **Construction Activity**

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

##### **CPM Progress Schedule**

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

##### **Data Date**

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

##### **Department's Preliminary Construction Schedule (PCS)**

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

##### **Float**

Float, as used herein, is the total float of an activity; i.e., it is the amount of time between the date when an activity can start (the early start), and the date when an activity must start (the late start). In cases

where the total float of an activity has a different value when calculated based on the finish dates, the lower (more critical) value will govern.

### **Forecast Completion Date**

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

### **Fragnet**

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

### **Initial Work Plan Schedule**

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

### **Intermediate Milestone Date**

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

### **Master Program Schedule**

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

### **Procurement Activity**

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

### **Work Breakdown Structure (WBS)**

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

#### **108.4.4 Department's Preliminary Construction Schedule**

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

#### **108.4.5 Contractor's Scheduling Responsibilities**

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

The contractor shall submit to the department initial and monthly update schedules, each consistent in all respects with the time and order of work requirements of the contract. The project work shall be executed in the sequence indicated on the current accepted schedule. Schedules shall show the order in which the contractor proposes to carry out the work with logical links between activities, and calculations made using the critical path method to determine the controlling operation or operations. The contractor is responsible for assuring that each schedule shows a coordinated plan for complete performance of the work. Schedule the Work in the manner required to achieve the completion date and intermediate milestone dates specified in the Prosecution and Progress Special Provision.

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

#### **108.4.6 Submittals**

##### **108.4.6.1 Initial Work Plan Schedule**

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

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

##### **108.4.6.2 Baseline CPM Progress Schedule**

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

1. Develop the Baseline CPM schedule. The Baseline CPM is the contractor's committed plan to complete the Work within the time frames required to achieve the contract

completion date and intermediate milestone dates. The department will use the schedule to monitor the progress of the work. Include the following:

- 1.1 Provide a detailed plan of activities to be performed during the entire contract duration, including all administrative and construction activities required to complete the work as described in the contract documents. Provide construction activities with durations not greater than 28 calendar days (20 business days), unless the engineer accepts requested exceptions.
  - 1.2 Provide activities as necessary to depict administrative work, including submittals, reviews, material procurements, inspections, and all else necessary to complete the work as described in the contract documents. Activities other than construction activities may have durations greater than 28 calendar days (20 business days).
  - 1.3 Provide activities as necessary to depict third-party work related to the contract. Third-party work activities may include but is not limited to Railroads, Utilities, Real Estate and local government agencies.
  - 1.4 Make allowance for specified work restrictions, non-working days, time constraints, calendars, and potential or approved weather delays; reflect involvement and reviews by the department; and coordination efforts with adjacent contractors, utility owners, and other third parties.
  - 1.5 With the exception of the Project Start Milestone and Project Completion Milestone, all activities must have predecessors and successors. Predecessors and successors shall not be linked to the same activity with different relationship types. The start of an activity shall have a Start-to-Start or Finish-to-Start relationship with preceding activities. The completion of an activity shall have a Finish-to-Start or Finish-to-Finish relationship with succeeding activities. Do not use Start-to-Finish relationships. Do not use Finish-to-Start relationships with a lag or overlap unless the engineer accepts requested exceptions. Include and discuss request for exceptions in the schedule narrative provided with each schedule submittal.
  - 1.6 Schedule activities shall include the following:
    - a. A clear and legible description. The use of abbreviations shall be limited. Descriptions shall include an action verb describing the work performed, a basic description of the materials used, and, where applicable, a general location of the work.
    - b. Codes for Contract ID / WisDOT Project ID, Responsibility, Stage, and Area. The department may provide additional codes for use within department reporting.
    - c. Activities shall carry a single Responsibility assignment.
  - 1.7 Schedule all intermediate milestones in the proper sequence and input as either a "Start on or After" or "Finish on or Before" date. Do not use other constraint types, within the software, without prior approval by the engineer. Do not apply date constraints on any work tasks without prior approval by the engineer. Provide predecessors and successors for each intermediate milestone as necessary to model each Stage of the Work. Unless the engineer accepts a requested exception, the schedule shall encompass all the time in the contract period between the starting date and the specified completion date.
  - 1.8 Develop and submit an anticipated cash-flow curve for the project within the P6 application, based on the Baseline CPM schedule by assigning cost values to selective work tasks within the CPM schedule that total the value of the contract.
  - 1.9 Provide budgeted quantities consistent with the bid quantities on selective construction tasks within the CPM schedule. The engineer will provide a summarized list of 30 generalized quantity items that will be identified and applied by the contractor using the P6 software application.
2. Provide an electronic PDF of the CPM schedule depicting the CPM network. Organize the logic diagram by grouping related activities, based on the activity codes in the CPM.
  3. Provide a written narrative with the Baseline CPM explaining the planned sequence of work, as-planned critical path, critical activities for achieving intermediate milestone dates, traffic phasing, and planned labor and equipment resources. Use the narrative to further explain:
    - 3.1 The basis for activity durations in terms of production rates for each major type of work (number of shifts per day and number of hours per shift), and equipment usage and limitations.
    - 3.2 Use of constraints.



- 3.3 Use of calendars.
- 3.4 Estimated number of adverse weather days on a monthly-basis.
- 3.5 Scheduling of permit and environmental constraints, and coordination of the schedule with other contractors, utilities, and public entities.
4. Submit the Baseline CPM schedule including the P6 native data file (XER) and an electronic file (PDF). Submit the P6 native data file (XER) and an electronic file (PDF) to the following dot email boxes; [DOTDTSWMEGASCHEDULERS@dot.wi.gov](mailto:DOTDTSWMEGASCHEDULERS@dot.wi.gov) and [I39project@dot.wi.gov](mailto:I39project@dot.wi.gov).

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

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

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

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

#### **108.4.6.3 Monthly CPM Schedule Updates**

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

1. Actual start dates, completion percentages, and remaining durations for activities started but not completed, and actual finish dates for completed activities, through the final acceptance of the project.
2. Additional activities as necessary to depict additions to the contract by changes and logic revisions as necessary to reflect changes in the contractor's plan for prosecuting the work.
3. Include a narrative report that includes a brief description of monthly progress, changes to the critical path from the previous update, sources of potential delay, work planned for the next 30 calendar days, and all changes to the CPM Schedule. Changes to the CPM Schedule include the addition or deletion of activities, changes to activity descriptions, original durations, relationships, overlap (lag/lead), constraints, calendars, or previously recorded actual dates. Justify changes to the CPM Schedule in the narrative by describing associated changes in the planned methods or manner of performing the work or changes in the work itself.
4. Submit each CPM Schedule update; including the P6 native data file (XER) and an electronic file (PDF) on three separate CD-ROM's. Submit the P6 native data file (XER), the electronic file (PDF), responses to the DOT review comments, and the progress schedule update narrative to the following dot email boxes; [DOTDTSWMEGASCHEDULERS@dot.wi.gov](mailto:DOTDTSWMEGASCHEDULERS@dot.wi.gov) and [I39project@dot.wi.gov](mailto:I39project@dot.wi.gov).
5. Within ten business days of receiving each CPM Schedule update, the engineer will provide formal review comments and schedule a meeting, if necessary, to address comments raised in the department's review. Address the department's comments and resubmit a revised CPM Schedule update within five business days after the department's request.

#### **108.4.6.4 Three-Week Look-Ahead Schedules**

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

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

#### **108.4.6.5 Weekly Production Data**

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

1. Provide data on the following items by the units specified:
  - 1.1 Underground Facilities – LF per week
  - 1.2 Retaining Walls – SF per week
    - MSE Walls
    - Other Wall Types
  - 1.3 Bridge Construction
    - Foundation Pile – EACH per week
    - Foundation/Substructure Concrete – CY per week
    - Structural Steel Girders – EACH per week
    - Prestressed Concrete Girders – EACH per week
    - Deck Formwork – SF per week
  - 1.4 Roadway Excavation – CY per week
  - 1.5 Roadway Embankment – CY per week
  - 1.6 Roadway Structural Section
    - Grading/Subgrade Preparation – SY per week
    - Base Material Placement – TON per week
    - Base Material Subgrade Preparation – SY per week
    - Asphaltic Base – TON per week
    - Asphaltic and HMA Pavements – TON per week
    - Concrete Pavement – SY per week
    - Concrete Pavement – CY per week
  - 1.7 Finishing Items – SY per week

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

2. For each item, indicate the actual daily production for the past week and the anticipated weekly production for the next week. Also include cumulative production curves showing the production information for each item to date.
3. Submit the data in an electronic spreadsheet format at the same time the Three-Week Look-Ahead is submitted. On a weekly basis, the department and the contractor shall agree on the production data or document any disagreements.

#### **108.4.7 Progress Review Meetings**

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

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

#### **108.4.8 CPM Progress Schedule Revisions**

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

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

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

#### **108.4.9 Documentation Required for Time Extension Requests**

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

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

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

#### **108.4.10 Measurement for CPM Progress Schedule**

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

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

#### **108.4.11 Payment for CPM Progress Schedule**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.001	Baseline CPM Progress Schedule	EACH
SPV.0060.002	CPM Progress Schedule Updates and Accepted Revisions	EACH

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

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

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

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

(10/25/2017)

### **66. Roadway Cleanup, Item SPV.0060.003.**

#### **A Description**

This special provision describes removing trash, tires and other debris from the IH 39 roadway during bi-directional traffic operations.

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

#### **C Construction**

Roadway cleanup will be scheduled by the department to occur on a once per month basis. For months with holiday work restrictions, the cleanup will be scheduled to occur immediately prior to the holiday break. The cleanup will occur on a weeknight, Tuesday through Thursday, during the time from 12:00 AM to 5:00 AM.

Traffic control for roadway cleanup will be provided by the department with the assistance of the Wisconsin State Patrol. A rolling slowdown will be used for traffic control. The necessary advanced signing and law enforcement personnel will be required to be on site prior to and during the rolling slowdown operation. Arrangements for implementing a rolling slowdown on IH 39 will be made by Jeff Gustafson at the Southwest Region Madison Office (608-516-6400). A rolling slowdown will only be allowed in one direction (NB or SB) at a time. Concurrent northbound and southbound rolling slowdowns will not be allowed. A NB rolling slowdown will occur immediately following a SB rolling slowdown, or vice versa, to complete the roadway cleanup loop (both NB and SB) for the project length.

Provide personnel and equipment capable of retrieving and transporting all types of roadway debris from the travel lanes and shoulders. Temporary precast concrete barrier will be present on the left side and may be present on the right side (outside). All debris shall be removed from the roadway and shoulder areas within the concrete barriers. If no concrete barrier is located on the outside, the debris removal area shall be extended to include the construction clear zone.

#### **D Measurement**

The department will measure Roadway Cleanup as each individual unit acceptably completed which includes both directions of the roadway (NB and SB) for the project's length of bi-directional traffic.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.003	Roadway Cleanup	EACH

Payment is full compensation for Payment is full compensation for providing personnel and equipment to remove debris from the traffic lanes and shoulders for both directions (NB and SB) of IH 39, and disposal of collected debris.

(10/16/2017)

### **67. Test Pits, Item SPV.0060.004.**

#### **A Description**

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

#### **B Materials**

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

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

#### **C Construction**

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

The location of test pits shall be determined by the engineer and geotechnical engineer. Contact the engineer at least 4 weeks prior to earthwork operations. Test pits shall be excavated at least 2 weeks prior to roadway excavation operations. Different timelines, to meet particular projects' needs, may be required by the engineer and geotechnical engineer.

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

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

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

#### **D Measurement**

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

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

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.004	Test Pits	EACH

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

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

## **68. Department Owned Field Office Equipment and Maintenance Item SPV.0060.005.**

### **A Description**

This section describes equipping and maintaining Department Owned Field Office located at 2863 County Hwy N, Stoughton, WI 53589.

### **B Materials**

Provide and maintain field office services beginning July 15, 2019.

Provide and maintain an adequate supply of bottled drinking water.

Maintain suitable interior sanitary facilities conforming to State and local health requirements, in clean and good working condition, provide a weekly cleaning service, and stock with sanitary supplies for the duration of the contract.

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

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

Provide high-speed internet and voice with long distance communications services via a land line for exclusive department use that have the following:

- A dynamic IP address (DHCP).
- Ability to accommodate IPSec based VPN products.
- A modem router with a capacity for 4 or more personal computers.
- A connection speed of 3 Mbps or more with 4 computers operating simultaneously.
- Two programmable touch-tone phones, one of which is cordless. Ensure that phone operations will not interfere with other telecommunications equipment.
- Telephone voice mail service or a telephone answering machine.
- Provide CAT 5 services.

Provide and maintain a plain-paper photocopier with scanner with the following characteristics:

- Uses toner, not ink.
- Has auto-feed capability.
- Can copy and scan both 8 1/2" x 11" and 11" x 17" paper.
- Can output a PDF of a copied or scanned document.

Replenish paper, toner cartridges, and other supplies before fully expended.

### **C Construction**

Equip and maintain Department Owned Field Office until the engineer approves their removal or discontinuation of services.

### **D Measurement**

The department will measure the Department Owned Field Office Equipment and Maintenance as each field office, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.005	Department Owned Field Office Equipment and Maintenance	EACH

Payment for the Department Owned Field Office Equipment and Maintenance is full compensation for equipping and maintaining the facility; for snow removal of the asphalt driveway and asphalt areas within the property; for the property's electric and gas utility costs; for providing a weekly cleaning service for the field office and sanitary facilities; for providing bottled drinking water; for providing sanitary supplies as necessary, for replenishing paper, toner cartridges, and other supplies before fully expended, for maintaining the photocopier/scanner in working order at all times and for providing and supporting CAT 5 services.

## **69. Repair State Owned Energy Absorbing Terminal (EAT), Item SPV.0060.006; Repair State Owned Guardrail, Item SPV.0090.004.**

### **A Description**

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

### **B (Vacant)**

### **C Construction**

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

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

### **D Measurement**

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

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.006	Repair State Owned Energy Absorbing Terminal (EAT)	EACH
SPV.0090.004	Repair State Owned Guardrail	LF

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

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

(10/24/2017)

## **70. Emergency Response to Traffic Incident Involving Guardrail or EAT, Item SPV.0060.007.**

### **A Description**

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

### **B (Vacant)**

### **C Construction**

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

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

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

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

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

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.007	Emergency Response to Traffic Incident Involving Guardrail or EAT	EACH

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

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

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

(11/29/2017)



## **71. Emergency Access Gate, Item SPV.0060.008.**

### **A Description**

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

Perform this work according to standard spec 616, 634, and 637, except as herein after modified.

### **B Materials**

Furnish all fence and gate materials according to standard spec 616 and according to the details shown in the plan. Gates and fence materials shall be chain link and according to standard spec 616.2.1 and 616.2.3.

Latch Chains shall be ASTM A413/A413M, Grade 30. The chain shall be galvanized, 2'-0" in length, and have size requirements consistent with 3/8" regular link. All latch chains used on keeper posts shall have an attached 'S' link attached to the end of the chain as shown in the plans.

Keeper posts shall be furnished according to standard spec 634.

Furnish new signs as shown in the plan and according to standard spec 637. Furnish and install sign connections as shown in the plans.

### **C Construction**

Construct the gate as shown in the plan and according to standard spec 616.3.1 and 616.3.3.

Attach each sign to the face of the chain link gate as shown in the plan.

### **D Measurement**

The department will measure Emergency Access Gate by each unit for each emergency access gate, acceptably installed and completed. Each Emergency Access Gate consists of the 8 feet of fencing on each side of the gate area, the gate, signs, latch chains, and keeper posts.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.008	Emergency Access Gate	EACH

Payment is full compensation for furnishing and installing all materials including excavation and removing all excess excavation; for setting posts including placing concrete; for erecting and tensioning all fencing components; for providing the gate; for signs; for keeper posts; for latch chains and 'S' hooks; and for all bolts, hardware, and other connection pieces found in the plan.

(4/6/2015)

## **72. Access Gate 6-Foot, Item SPV.0060.009.**

### **A Description**

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

### **B Materials**

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

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

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

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

### **C Construction**

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

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.009	Access Gate 6-Foot	EACH

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

(8/12/2014)

## **73. Emergency Response to Pavement Repairs, Item SPV.0060.010.**

### **A Description**

This special provision describes providing prompt response to an emergency repair request of damaged or deteriorated concrete or HMA pavement located on IH 39 or an IH 39 ramp. The provisions of this article will not be applicable during a project's winter shutdown period.

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

### **C Construction**

The contractor shall provide staff, equipment, and materials to the incident site within 45 minutes of receiving a repair request from the responding agency. The contractor shall consult with the department's representative on potential repair or replacement options to restore the damaged or deteriorated pavement section to a safe and drivable condition. Staff and equipment deployed shall be capable of completing the needed repairs as quickly as possible once repair work is started. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within 24 hours of the repair completion.

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

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

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

### **D Measurement**

The department will measure Emergency Response to Pavement Repairs as each individual response, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.010	Emergency Response to Pavement Repairs	EACH

Payment is full compensation for providing prompt response to an emergency repair request for damaged or deteriorated concrete or HMA pavement located within the project's construction limits.

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

The department will pay for concrete pavement or HMA pavement repairs under the respective concrete pavement or HMA pavement bid items in the contract.

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

(5/6/2019)

## **74. Fastening Sewer Access Covers, Item SPV.0060.100.**

### **A Description**

This special provision describes sealing, maintaining, and removing sealant for sewer access covers.

### **B Materials**

Furnish preformed butyl rubber based sealant conforming to ASTM C990 Section 6.2. Size the preformed joint sealant to fill the joint to 50% of its annular volume when assembled.

### **C Construction**

Open the sewer access cover, inspect the frame and grate, and remove material that will interfere with the sealant application from the cover and casting. Apply sealant in a continuous ring around the frame without stretching. Knead the ends together with no overlap.

Monitor performance during the project and maintain as needed. Remove sealant after traffic is shifted into its final configuration.

### **D Measurement**

The department will measure Fastening Sewer Access Covers as each individual cover, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.100	Fastening Sewer Access Covers	EACH

Payment is full compensation for providing and maintaining sealed covers; and removing sealant.

## **75. Install Department Furnished Crash Cushion Low Maintenance, Item SPV.0060.201.**

### **A Description**

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

### **B Materials**

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

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

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

#### **C Construction**

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

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

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

#### **D Measurement**

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.201	Install Department Furnished Crash Cushion Low Maintenance	EACH

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

(10/11/2017)

### **76. Repair State Owned Crash Cushion, Item SPV.0060.202.**

#### **A Description**

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

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

#### **C Construction**

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

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

#### **D Measurement**

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.202	Repair State Owned Crash Cushion	EACH

Payment is full compensation for completing the necessary repair work to restore the state owned crash cushion to a safe and operational condition, including replacement of damaged, unusable components.

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

(10/24/2017)

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

**A Description**

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

**B (Vacant)**

**C Construction**

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

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

**D Measurement**

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

**E Payment**

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

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

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

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

(10/24/2017)

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

**A Description**

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

**B (Vacant)**

**C Construction**

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

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

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

For contractor owned temporary barrier, repair work shall be completed according to standard spec 603 and 643, and as directed by the engineer. For state-owned temporary barrier, repair work is covered under article Repair State Owned Concrete Barrier Temporary Precast of these special provisions.

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

#### **D Measurement**

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

#### **E Payment**

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

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

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

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

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

(11/29/2017)

### **79. Emergency Response to Traffic Incident Involving Crash Cushion, Item SPV.0060.205.**

#### **A Description**

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

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

#### **C Construction**

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

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

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

For contractor owned devices, repair work shall be completed according to standard spec 614, and as directed by the engineer. For state-owned devices, repair work is covered under articles Repair State Owned Crash Cushion or Repair State Owned Crash Cushion Low Maintenance of these special provisions. In either case, once repair work has been started, work shall continue until completion. Repair work shall be completed off the traveled way to the maximum extent allowable.

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

#### **D Measurement**

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

#### **E Payment**

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

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

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

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

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

(11/29/2017)

### **80. Install Radio, Item SPV.0060.401.**

#### **A Description**

This special provision describes installing a radio, antenna, and associated riser and cabling.

#### **B Materials**

The department will furnish the radio and antenna. Provide the antenna riser (including conduit rigid metallic, conduit, and weatherhead) and cabling to make the radio operational.

#### **C Construction**

Mount the radio and associated equipment as indicated on the plans. Connect it to devices as shown on the plans, or as directed by the engineer.

#### **D Measurement**

The department will measure Install Radio as each individual radio, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.401	Install Radio	EACH

Payment is full compensation for installation of the radio and associated antenna, riser, and cabling; furnishing and installing all necessary hardware; and making all necessary connections.

**81. Salvage Cellular Modem, Item SPV.0060.402.**

**A Description**

This special provision describes salvaging existing cellular modems as indicated on the plans.

**B Materials**

Provide all tools and equipment necessary to salvage the existing ITS equipment.

**C Construction**

Prior to salvaging, the Field System Integrator must determine if the ITS equipment is fully functional. If any part of the ITS equipment is found to not meet original manufacturer's specifications, contact Kyle Hemp of the WisDOT SW Region at (608) 246-5367.

Carefully salvage the existing ITS equipment at the location indicated on the plans. Salvage all mounting hardware and cables/wires associated with the ITS equipment.

Deliver ITS equipment that will not be reinstalled to Dale Roth at the WisDOT SW Region, 2101 Wright Street, Madison, WI 53704 at a mutually agreed upon time during normal state office hours. Contact Dale Roth at (608) 516-6435 to coordinate delivery of equipment.

Storage of materials prior to delivery is the responsibility of the contractor and is incidental to this item.

Any materials which are damaged during the salvaging or delivery process will be repaired or replaced at the expense of the contractor.

**D Measurement**

The department will measure Salvage Cellular Modem as each individual radio assembly, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.402	Salvage Cellular Modem	EACH

Payment is full compensation for salvaging the ITS equipment including delivery of salvaged ITS equipment.

**82. Native Seed Surveillance and Care Cycles, Item SPV.0060.500.**

**A Description**

This special provision describes the post-seeding monitoring, documentation, and care for the native seed planting areas.

**A.1 Native Seed Establishment Period**

The native seed surveillance and care period is from initial planting until December 15 of the succeeding year.

**B Materials**

**B.1 Herbicides**

Comply with the material requirements specified in the article Pre-Planting Vegetation Treatment.

**C Construction**

**C.1 General**

Proper care of native plants consists of weeding, re-seeding, and any other work necessary to maintain the native plants and promote continued establishment.

Remove any trash, debris, slurry, sediment, or other material deposited by wind, water, or other means in any of the native seeded areas.

**C.2 Care Specialist**

Provide one person, called the Care Specialist, responsible for the well-being of the native seed planting areas. Also provide any other personnel, vehicles, equipment, tools, and materials needed to carry out



the Care Specialist's recommendations throughout the full term of the establishment period. The care specialist will do the following:

1. For each care cycle, perform surveillance and care of the native seed planting areas throughout the growing season to promote native seed growth. At least 14 days prior to planting, submit a native seed surveillance and care cycle schedule to the Corridor Vegetation Inspector. Use a department provided template. Provide schedule updates to the Corridor Vegetation Inspector as necessary.
2. After each visual inspection, but prior to executing the work for each care cycle, fill out the pertinent information required on the department provided worksheet "Native Seed Scouting Report". After all care activities have been completed for a care cycle, fill out the remainder of the same worksheet. Complete one worksheet per site per care cycle, sign the worksheet, and submit to the Corridor Vegetation Inspector.
3. Conduct a field assessment native plant survey during July or August for each seeding site. Fill out the department provided worksheet "Native Plant Survey" or an equivalent worksheet approved by the Corridor Vegetation Inspector. Complete one worksheet per site, sign the worksheet, and submit to the Corridor Vegetation Inspector.
4. Provide a final examination of the native seed planting sites by December 1 of the establishment period. Fill out the department provided worksheet "Final Assessment of Native Plantings". Required attachments to be included with this submittal include but are not limited to: photos, a dominant native and non-native species list, written assessment of standard performance achievements, summary of management efforts for the year, summary of management recommendations for the following year, map showing each established native seed mix area, and a list of the established plant species in each area. Complete one worksheet per site, sign the worksheet, and submit to the Corridor Vegetation Inspector.
5. Follow the Performance Standards contained in this article.

### **C.3 Re-Seeding**

If bare ground exceeds 10% of the native seeded area, re-seed all bare spots larger than 4-square feet. Re-seed all areas, at the earliest appropriate planting time. Areas to be re-seeded must be approved by the Corridor Vegetation Inspector before work begins.

### **C.4 Invasive Species and Weed Management**

Identify and manage weeds within the Invasive Species and Weed Management Areas (including native seeding areas) shown in the plans. Common approaches to control invasive species and weeds within and near native prairie sites are described below. Submit other techniques to the Corridor Vegetation Inspector for approval.

Do not begin the process of undesirable weed control and eradication, using herbicides, until native plant establishment is at a point where the native plants can be readily recognized and identified. Other weed control methods may be applied earlier as appropriate.

#### **C.4.1 Spot Herbicide Treatment**

Spot treatment entails the use of an absorbent material that has been soaked in an appropriate selective herbicide to control undesirable weeds. Apply herbicide at appropriate concentration. Identify all weeds and prairie plants when not in flower.

#### **C.4.2 Spray Herbicide Treatment**

Select the appropriate herbicide for treating newly-emerging weeds. Spray weeds in the spring when emerging from the soil, and no more than 6 inches in height. Focus the herbicide application at the ground level to minimize drift onto nearby desirable species.

#### **C.4.3 Inverted Cone Herbicide Treatment**

Place a three- to four-inch diameter inverted cone over the sprayer nozzle by affixing it to the sprayer wand just above the point of attachment to the nozzle. The cone can be constructed by cutting off the narrow stem of a funnel so that only the cone remains. Remove the sprayer nozzle and fit the inverted funnel cone over the sprayer wand. Reattach the sprayer nozzle so the cone sits just above it and affix the cone onto the sprayer wand. Cover the unwanted vegetation with the cone and spray herbicide so that the drift is contained within the cone.

Treat undesirable cool season weeds such as Quackgrass, Kentucky Bluegrass, and Smooth Bromegrass by using grass-selective herbicides. Remove weeds in mid- to late fall after the warm season prairie grasses are dormant and the cool season weedy grasses are actively growing. Air temperature

must be above 60° F to ensure satisfactory results. If the site contains significant components of cool season native grasses, obtain approval of the Corridor Vegetation Inspector before proceeding.

#### **C.4.4 Mowing**

During each growing season, defined as May 1 – October 1, mow the Invasive Species and Weed Management areas (including the native seeding areas) per the specifications below.

Mow when vegetation reaches a height of 12 inches. Set the mower height to 6 inches. Multiple mowing's will be required.

Mowing should be timed to occur before any weeds produce viable seeds to prevent future weed infestations. Mowing will not be allowed if target weed species possess mature seeds. Coordinate the scheduling of all mowing's with the Corridor Vegetation Inspector prior to performing this work.

Mowing should be performed only when soils are dry and not subject to rutting or compaction. Areas that are damaged by indiscriminate mowing shall be re-seeded at the expense of the contractor.

Selective mowing may be required once the native vegetation is established to reduce weed seed production. Mowing may not be possible in very wet areas.

Use a flail-type mower. Verify that the cut vegetation does not bury small seedlings with large clumps of plant debris. Remove all undesirable plant material from the landscape site. Mowing equipment shall be washed prior to using at project sites to minimize the spread of weedy species.

#### **C.4.5 Mechanical Methods**

Techniques include hoeing, cutting, girdling, and tilling.

#### **C.4.6 Digging/Hand-pulling**

Remove entire root to prevent re-sprouting. Use with small or young plants, sandy or loose soils, or when soils are damp.

#### **C.5 Weedy Species**

The following weedy species must be controlled in the Invasive Species and Weed Management areas as soon as they become evident/visible:

##### **GRASSES**

<b><u>Common Name</u></b>	<b><u>Scientific Name</u></b>
Tall Fescue	Festuca arundinacea
Reed Canary Grass	Phalaris arundinacea
Giant Reed Grass	Phragmites australis
Kentucky Bluegrass	Pro pratensis
Smooth Brome	Bromus inermis
Orchard Grass	Dactylis glomerata
Quackgrass	Elytrigia repens

##### **BROADLEAF WEEDS**

<b><u>Common Name</u></b>	<b><u>Scientific Name</u></b>
Perennial Pepperweed*	Lepidium latifolium
Japanese Knotweed	Polygonum cuspidatum or Fallopia japonica
Canada Goldenrod	Solidago canadensis
Canada Thistle*	Cirsium arvense
Crown Vetch*	Securigera varia
Field Bindweed*	Convolvulus arvensis
Horsenettle*	Solanum carolinense
Leafy Spurge	Euphorbia esula
Wild Parsnip	Pastinaca sativa

White Sweet Clover

Melilotus alba

Yellow Sweet Clover

Melilotus officinale

*\*Denotes weeds that cannot be killed by Glyphosate and require the addition of the appropriate broadleaf herbicide to the glyphosate tank mix in the first herbicide treatment.*

## **C.6 Damages for Failing to Perform**

If the Care Specialist fails to perform the surveillance or fails to perform the proper care for a period greater than 3 weeks, the department will assess daily damages in the amount of \$1,000 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of this special provision remain incomplete.

## **C.7 Acceptance Of Native Seed Areas**

The Corridor Vegetation Inspector will make a final inspection of the native seeding areas and accept those areas conforming to the following performance standards:

### Native Seed Performance Standards

1. Native plants must be established, healthy, thriving, upright and green.
2. The seeded areas show signs of satisfactory germination and growth of at least 50% of the planted species at the end of the establishment period.
3. Proper surveillance and care of the native seed beds has occurred and documentation has been delivered to the department.

## **D Measurement**

The department will measure Native Seed Surveillance and Care Cycles as each individual care cycle, acceptably completed. All native seed planting sites under care for any particular year are included in the work for each care cycle.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.500	Native Seed Surveillance and Care Cycles	EACH

Payment is full compensation for providing a Care Specialist, inspecting and caring for the native plant sites, documenting site visits and care activities, identifying weeds for removal; furnishing and applying herbicide; re-applying herbicide as needed; mowing; hoeing; cutting; girdling; tilling; digging; hand-pulling; disposing of weeds off-site; and for furnishing all labor, tools, materials, equipment and incidentals necessary to complete the work. Multiple mobilizations and work efforts at the same site will not be paid for separately.

The department will assess damages, as described in this specification, for failing to perform the required surveillance and care.

## **83. Delineator Post Steel Modified, Item SPV.0060.501.**

### **A Description**

This special provision describes furnishing an installing steel posts and attaching sign I56-50, 12"x18" to the post. The locations of the posts will be marked by the department and will be located at the native seed planting areas. Conform to the requirements of standard spec 633, the standard detail drawing, and the construction detail shown in the plans.

Providing sign is included in the bid item Signs Type II Reflective H.

### **B Materials**

Conform to standard spec 633.

### **C Construction**

Attach sign so message faces away from the native seed planting area.

## **D Measurement**

The department will measure Delineator Post Steel Modified as each individual post, 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.0060.501	Delineator Post Steel Modified	EACH

Payment is full compensation for furnishing and installing posts; installing the sign on the posts.

## **84. Planting Living Snow Fence, Item SPV.0060.502.**

### **A Description**

This special provision describes installing plants of the species, varieties and sizes furnished by the department, and includes furnishing all necessary materials, excavation, salvaging topsoil, backfilling, watering and disposing of surplus and waste materials.

### **B Materials**

Plant material for living snow fence is furnished by the department. Pickup plant material at the following location and transport to the project site.

DNR Service Center  
3911 Fish Hatchery Road  
Fitchburg, WI 53711

Plant material will be bare root stock with a maximum length of 18".

Geotextile weed barrier requirements are contained in a separate article.

### **C Construction**

Install living snow fence stock in either a dug hole, dug trench or by machine specifically made for this purpose. Ensure tree is vertical and sufficiently supported by soil. Space plant rows as shown in the plan detail.

A geotextile weed barrier shall be placed around the living snow fence plants as shown in the plan detail.

Planting shall occur in the spring and no later than June 1.

After initial planting, water each plant sufficiently to keep the topsoil in a moist condition. Immediately, place mulch around the plants as shown in the plan detail.

Identify and catalog any issues, concerns or problems with the plant stock. Identify and catalog any plants that need replacement within 2 weeks after planting.

Removal and replacement of living snow fence plantings is not required. There is no plant establishment period for living snow fence plantings.

### **D Measurement**

The department will measure Planting Living Snow Fence as each individual plant, 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.0060.502	Planting Living Snow Fence	EACH

Payment is full compensation for picking up, transporting, handling, planting, initial watering, and cataloging of the plant material.

Providing and installing weed barrier fabric shall be paid for under the Weed Barrier Fabric bid item.

**85. Seeding Native Mix N1, Item SPV.0085.500;  
Seeding Native Mix N2, Item SPV.0085.501.**

**A Description**

This special provision describes furnishing and sowing the required native seed mix on areas shown in the plans.

**B Materials**

**B.1 Native Seed**

**B.1.1 Labeling**

Each native seed species will be packaged separately for each seed mixture. Packages for each species shall document seed test and date, mix composition, and the following information:

1. Scientific name of genus and species (subspecies and variety as necessary).
2. Guarantee that seeds are true to species.
3. Bulk Weight
4. PLS Weight
5. Percent PLS
6. Year of harvest and any specialized treatments that have been applied to ensure or enhance germination.
7. Seed Origin (geographical location).
8. Seed supplier contact information including company name, address, phone number, and contact person's name and e-mail address.
9. Percent Weed Seed
10. Noxious Weeds Found

Provide copies of shipment and certification paperwork to the Corridor Vegetation Inspector before the native seed mixtures arrive at the landscaping site.

**B.1.2 Purity and Germination**

Seed lots with testing data over 12-months old will be rejected. Seed tests shall be provided for each individual seed lot, with the following required information:

1. Seed Origin and Source
2. Crop Year
3. Date of Seed Test
4. % Purity
5. % Germination
6. % Inert Material
7. % Other Crop Seed and Other Crop Species
8. % Weed Seed (as allowed per standards of the Wisconsin Crop Improvement Association)
9. Noxious Weeds Found (none allowable)

No seed lots containing Wisconsin Noxious Weeds will be approved for native prairie plantings, as per the list of noxious weed species identified by the Wisconsin Crop Improvement Association, <https://wcia.wisc.edu/2015Standards09102015.pdf>.

**B.1.3 Inoculation**

All legume seeds shall be inoculated with fresh Rhizobium bacteria of the appropriate strain for each legume species prior to seeding.

**B.1.4 Storing Seed**

Store any seed delivered before use in a way that protects it from damage by heat, moisture, rodents, or other causes. Discard and replace, at no cost to the department, any previously tested and accepted seed that becomes damaged. Seed should not be stored on site more than seven days.

**B.1.5 Native Seed Mixtures**

The following Native Seed Mixtures will be used within the native seed planting areas, dependent on soil and moisture conditions:

# MIX N1 - NATIVE PRAIRIE SEED MIX – DRY SOILS

Sun Conditions: Full sun to one-half day full sun

Suitable Soil Moisture Conditions: Dry to dry-mesic soils

Suitable Soil Types: Well-drained sand and loamy sand

# MIX N2 - NATIVE PRAIRIE SEED MIX – MESIC SOILS

Sun Conditions: Full sun to one-half day full sun

Suitable Soil Moisture Conditions: Mesic to wet-mesic soils

Suitable Soil Types: Well-drained sandy loam, loam, silt loam, clay loam

The appropriate mix for each landscaping site is identified in the plans. The seed mixtures shall be composed of seeds of the proportions, by weight, listed in Table 1 below.

Table 1 - Native Seed Mixtures						
			<u>Mix N1</u>	<u>Mix N2</u>	<u>Mix N3</u>	<u>Mix N4</u>
	<b>Species</b>	<b>Common Name</b>	PLS Oz/Acre	PLS Oz/Acre	PLS Oz/Acre	PLS Oz/Acre
Forbs	Agastache foeniculum	Lavender Hyssop	1.0	1.0		1.0
	Allium cernuum	Nodding Pink Onion		8.0		4.0
	Amorpha canescens	Leadplant	2.0			
	Asclepias incarnata	Marsh Milkweed		12.0	12.0	10.0
	Asclepias syriaca	Common Milkweed	4.0	5.0	9.0	6.0
	Asclepias tuberosa	Butterflyweed	12.0			
	Aster azureus	Sky Blue Aster	2.0	2.0		
	Aster laevis	Smooth Aster	2.0	2.0		
	Aster novae-angliae	New England Aster		2.0	3.0	2.0
	Aster ptarmicoides	White Aster	1.0			
	Astragalus canadensis	Canada Milkvetch	2.0			
	Baptisia alba	White Wild Indigo		8.0	9.0	6.0
	Coreopsis lanceolata	Lanceleaf Coreopsis	3.0			
	Dalea candida	White Prairie Clover	8.0			
	Dalea purpurea	Purple Prairie Clover	12.0			
	Echinacea purpurea	Purple Coneflower		8.0		
	Eryngium yuccifolium	Rattlesnake Master		8.0		
	Eupatorium maculatum	Spotted Joe Pye Weed			3.0	4.0

	Table 1 - Native Seed Mixtures					
			<u>Mix N1</u>	<u>Mix N2</u>	<u>Mix N3</u>	<u>Mix N4</u>
	<b>Species</b>	<b>Common Name</b>	PLS Oz/Acre	PLS Oz/Acre	PLS Oz/Acre	PLS Oz/Acre
	Eupatorium perfoliatum	Boneset			1.5	2.0
	Helenium autumnale	Sneezeweed			1.5	2.0
	Helianthus pauciflorus	Showy Sunflower	1.0			
	Heliopsis helianthoides	Ox Eye Sunflower	2.0	3.0	4.5	5.0
	Lespedeza capitata	Roundhead Bushclover	6.0			
	Liatris aspera	Rough Blazingstar	8.0			
	Liatris pycnostachya	Prairie Blazingstar		8.0	9.0	16.0
	Liatris spicata	Marsh Blazingstar			9.0	
	Lobelia siphilitica	Great Blue Lobelia			1.5	
	Lupinus perennis	Wild Lupine	16.0			
	Monarda fistulosa	Bergamot	1.0	1.0	1.5	1.0
	Monarda punctata	Dotted Mint	1.0			
	Penstemon digitalis	Smooth Penstemon		2.0		
	Penstemon grandiflorus	Beardtongue	8.0			
	Ratibida pinnata	Yellow Coneflower	4.0	5.0	7.5	4.0
	Rudbeckia hirta	Black Eyed Susan	4.0	4.0	6.0	4.0
	Rudbeckia laciniata	Green Headed Coneflower			4.5	
	Rudbeckia subtomentosa	Sweet Black Eyed Susan		2.0	3.0	3.0
	Rudbeckia triloba	Brown Eyed Susan	2.0	2.0		3.0
	Senna hebecarpa	Wild Senna		6.0		7.0
	Siphium integrifolium	Rosinweed	1.0			1.0
	Silphium laciniatum	Compassplant	5.0	6.0		
	Silphium terebinthinaceum	Prairie Dock		4.0	12.0	6.0
	Solidago rigida	Stiff Goldenrod	1.0	1.0	1.5	1.0
	Solidago speciosa	Showy Goldenrod	1.0			

	Table 1 - Native Seed Mixtures					
			<u>Mix N1</u>	<u>Mix N2</u>	<u>Mix N3</u>	<u>Mix N4</u>
	<b>Species</b>	<b>Common Name</b>	PLS Oz/Acre	PLS Oz/Acre	PLS Oz/Acre	PLS Oz/Acre
	Tradescantia ohiensis	Ohio Spiderwort	8.0	6.0		6.0
	Verbena hastata	Blue Vervain		1.0	1.5	2.0
	Verbena stricta	Hoary Vervain	2.0			
	Vernonia fasciculata	Ironweed		4.0		4.0
	Veronicastrum virginicum	Culver's Root		1.0		
	Zizia aurea	Golden Alexanders		8.0	7.5	8.0
		<b>Sub Total:</b>	<b>120.0</b>	<b>120.0</b>	<b>108.0</b>	<b>108.0</b>

	Table 1 - Native Seed Mixtures					
			<u>Mix N1</u>	<u>Mix N2</u>	<u>Mix N3</u>	<u>Mix N4</u>
	<b>Species</b>	<b>Common Name</b>	PLS Oz/Acre	PLS Oz/Acre	PLS Oz/Acre	PLS Oz/Acre
Graminoids	Andropogon gerardii	Big Bluestem	4.0	4.0	6.0	4.0
	Bouteloua curtipendula	Side Oats Grama	30.0	30.0		
	Bromus ciliatus	Fringed Brome			24.0	16.0
	Carex bebbii	Bebb's Sedge			6.0	6.0
	Carex stipata	Awl Fruited Sedge			6.0	6.0
	Carex vulpinoidea	Brown Fox Sedge			6.0	6.0
	Sporobolus heterolepis	Prairie Dropseed	12.0			
	Elymus canadensis	Canada Wild Rye	32.0	32.0		32.0
	Elymus virginicus	Virginia Wild Rye			66.0	32.0
	Glyceria striata	Fowl Manna Grass			4.5	
	Panicum virgatum	Switchgrass	2.0	2.0		4.0
	Schizachyrium scoparium	Little Bluestem	32.0	32.0		16.0
	Scirpus atrovirens	Dark Green Bulrush			6.0	
	Scirpus cyperinus	Woolgrass			4.5	



	Table 1 - Native Seed Mixtures					
			Mix N1	Mix N2	Mix N3	Mix N4
	Sorghastrum nutans	Indiangrass	8.0	8.0		8.0
	Spartina pectinata	Prairie Cordgrass			3.0	2.0
	Sporobolus heterolepis	Prairie Dropseed		12.0		
		<b>Sub Total:</b>	<b>120.0</b>	<b>120.0</b>	<b>132.0</b>	<b>132.0</b>
		<b>TOTAL:</b>	<b>240.0</b>	<b>240.0</b>	<b>240.0</b>	<b>240.0</b>
	<b>Substitute Species</b>					
	Anemone canadensis	Canada Anemone		X		
Substitute Forbs	Anemone cylindrica	Thimbleweed	X			
	Astragalus canadensis	Canada Milkvetch		X		
	Aster Ptarmicoides	White Aster	X			
	Aster puniceus	Swamp Aster			X	X
	Baptisia bracteata	Cream False Indigo	X			
	Ceanothus americanus	New Jersey Tea	X			
	Euphorbia corollata	Flowering Spurge	X			
	Gentiana andrewsii	Bottle Gentian			X	
	Helianthus occidentalis	Western Sunflower	X	X		
	Iris shrevei	Wild Iris			X	X
	Kuhnia eupatorioides	False Boneset	X			
	Mimulus ringens	Monkey Flower			X	X
	Pycnanthemum virginianum	Mountain Mint			X	X
	Ruellia humilis	Wild Petunia	X			
	Senna hebecarpa	Wild Senna			X	
	Solidago ohioensis	Ohio Goldenrod			X	X
	Solidago riddellii	Riddell's Goldenrod			X	X
	Solidago speciosa	Showy Goldenrod		X		

Table 1 - Native Seed Mixtures						
			Mix N1	Mix N2	Mix N3	Mix N4
	Thalictrum dasycarpum	Purple Meadow Rue			X	X
	Vernonia fasciculata	Ironweed			X	
	Veronicastrum virginicum	Culver's Root			X	X
	Zizi Aurea	Golden Alexanders		X		
Substitute Graminoids	Bromus kalmii	Kalm's Bromegrass	X			
	Calamagrostis canadensis	Canada Blue Joint Grass		X	X	X
	Carex bicknellii	Copper Shouldered Oval Sedge	X			
	Carex crinita	Fringed Sedge		X	X	X
	Carex scoparia	Lance-Fruited Sedge		X	X	X
	Danthonia spicata	Poverty Oats Grass	X			
	Elymus trachycaulus	Slender Wheatgrass	X	X		

Verify and inspect individual seed species at the grower's nursery, the place of collection, or at the collector's holding site. Recommend the seed lots for mixture. Seed lots must be approved by the Corridor Vegetation Inspector prior to blending any seed. Verify and inspect the final mixtures and recommend the mixtures to the Corridor Vegetation Inspector for approval. Inform Corridor Vegetation Inspector of any concerns with the seed prior to sowing.

Furnish copies of seed bag tags and/or seed tests results for each seed lot, performed by a certified seed testing lab to the Corridor Vegetation Inspector.

All seed shall be Pure Live Seed (PLS) and originating and obtained from Wisconsin, Minnesota, Eastern Iowa or Northern Illinois nurseries, specializing in growing native species from Upper Midwestern genotypes in Zone 5a or lower of the US Agricultural Research Service, Plant Hardiness Zone Map, Miscellaneous Publication Vol. No. 1475, Issued January, 1990, Updated January 24, 2012, <http://planthardiness.ars.usda.gov/PHZMWeb/>

Ensure that all seed used is cold, dry stratified.

If a listed species is not available, substitutions may be made from the alternative seed species listed in Table 1 under **Substitute Species** for each of the seed mixtures. Before using an alternate, provide documentation showing that a required species is not available to the Corridor Vegetation Inspector. Obtain substitution approval from the Corridor Vegetation Inspector prior to ordering substitute seed.

If substitutions in a seed mix are made, maintain the forbs to graminoids ratios and numbers of species counts listed in Table 2. The weight of any item substituted cannot be more than twice or less than half by weight, in comparison to the item it is replacing. All substitutions are to be approved by the Corridor Vegetation Inspector.

Table 2 - Table of Minimum Requirements for Native Seed Mixtures

	% Forbs by Weight	% Graminoids by Weight	# of Forbs	# of Graminoids	# of Total Prairie Species per Mix
Mix N1 – Native Prairie Seed Mix – Dry Soils	50	50	28	7	35
Mix N2 - Native Prairie Seed Mix – Mesic Soils	50	50	27	7	34
Mix N3 - Wet Prairie Native Seed Mix	45	55	20	10	30
Mix N4 - Infiltration Area Native Seed Mix for Sandy Soils	45	55	24	11	35

## **C Construction**

### **C.1 Seed Bed Inspection**

Prior to seeding, obtain concurrence from the Corridor Vegetation Inspector that the existing topsoil is adequate in terms of quality, as further described in the Seed Bed Preparation article.

The Corridor Vegetation Inspector shall review the site by evaluating seed beds for proper weed control and soil condition prior to authorizing contractor to proceed with seeding. Additional seed bed preparation, as authorized by the Corridor Vegetation Inspector, will be paid for under the Seed Bed Preparation bid item.

### **C.2 Vegetation Eradication**

Pre-planting herbicide treatment is described in the Pre-Planting Vegetation Treatment article.

If little or no perennial vegetation is present on the site, the Corridor Vegetation Inspector may approve a truncated site preparation process at his/her discretion.

The Corridor Vegetation Inspector shall have sole authority in determining when the seed bed has been properly prepared for seeding.

### **C.3 Seeding Methods and Timing**

Three seeding methods are approved for sowing the Native Seed Mixtures:

1. No-till prairie seed drills.
2. Broadcast roller seeders.
3. Pull-behind broadcast seeders that can be calibrated to seed prairies at the appropriate low rates per acre.

No-till seed drills shall be set up to handle the flow characteristics and calibration requirements for the proper distribution of prairie flower and grass seeds. The seed bed must be graded to extremely smooth conditions for no-till drills to work properly, with the maximum variation in soil elevations of no more than one-half inch in height. The no-till seeder should be set so that the seed is placed only one-quarter inch deep in the soil. Any micro-variations in topography will result in the seed being planted either too deeply so that it will not germinate or is dropped onto the surface of the soil rather than being deposited into the soil itself.

Broadcast roller seeders require a freshly worked up seed bed in order to be effective. The soil must be loose, with maximum variation in soil elevation of no more than 4 inches in height prior to using a broadcast roller seeder.

Pull-behind broadcast seeders also require a freshly prepared seed bed for success. The soil must be loose, with a maximum variation in soil elevation of no more than 1 inch. The site must be dragged smooth and rolled with a cultipacker immediately following seeding.

Hydro-seeding is not an approved method for seeding native prairies and shall not be used for this purpose.

All native seeding will be fall dormant seeding, unless otherwise approved by the Corridor Vegetation Inspector. Sow seed between November 1 to the time when the soil is frozen. Planting may occur on partially frozen soil if the seed makes good contact with the soil at time of planting. The Corridor Vegetation Inspector must approve seeding on partially frozen soil.

#### **C.4 Seeding Rates**

Use the following sowing rate for native seeding:

Native Seed Mixtures at 15.0 pounds/acre

The entire native seeding area shall be seeded with the equipment set at one-half the designated rate. Then the entire site shall be seeded again with the remaining seed and with the equipment traveling in a direction perpendicular to the first seeding. On small areas the entire amount of seed may be sown in one direction at the discretion of the Corridor Vegetation Inspector.

#### **C.5 Erosion Control**

Place Erosion Mat Class I Type B over Soil Stabilizer Type B on native seeding areas only where directed by the Corridor Vegetation Inspector.

Place Seeding Mixture No. 30 and Fertilizer, Type A on areas within the Invasive Species and Weed Management limits that are not seeded with a native seed mix.

#### **C.6 Seed Establishment Period**

The work necessary during the establishment period is described in the Native Seeding Surveillance and Care Cycles article.

#### **D Measurement**

The department will measure Seeding Native Mix (mixture) by the pound, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.500	Seeding Native Mix N1	LB
SPV.0085.501	Seeding Native Mix N2	LB

Payment is full compensation for providing, inspecting, handling, and storing seed; for providing the required culture and inoculating seed as specified; for removing foreign and deleterious objects, construction materials, and stones from the seed bed, sowing, covering and firming the seed; and for all labor, tools, equipment, and incidentals necessary to complete the contract work.

Seed bed preparation that involves working up the topsoil will be paid for under the Seed Bed Preparation bid item.

Pre-planting herbicide treatment will be paid for under the Pre-Planting Vegetation Treatment bid item.

Erosion Control items shall be paid for, as necessary, under the respective standard bid items.

Seeding Mixture No. 20; No. 30 and Fertilizer, Type A shall be paid for, as necessary, under the respective bid items.

Follow-up care during the establishment period will be paid for under the Native Seed Surveillance and Care Cycles bid item.

## **86. Concrete Pavement Joint Sealing, Item SPV.0090.001.**

### **A Description**

This special provision provides for the sealing of the longitudinal joint located a distance, as shown on the plans, from the base of S42 and S42A concrete barrier only when this joint is created by a full-depth sawcut. Joint sealing shall consist of cleaning the joint in preparation for sealing and sealing the joint in the concrete pavement with a hot applied joint sealing material.

### **B Materials**

All designated joints shall be sealed with a hot applied joint sealant conforming to the Specification for Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements, ASTM Designation D6690, type II. A Certification of Compliance shall be furnished to the engineer prior to application.

Sawed joints designated to be sealed under this bid item will not require Concrete Protective Surface Treatment as described in a separate article of these special provisions.

### **C Construction**

The operation of sealing shall be performed as soon as practicable upon elapse of the curing period and in any event prior to the time traffic of any kind uses the pavement.

Joints shall not be sealed until they have been inspected and approved by the engineer.

Application of the joint sealer shall be made when the joint surfaces are clean and dry.

Immediately before sealing the joint, thoroughly clean the joints of all laitance, curing compound and other foreign material. Exposed joint faces shall be cleaned by sandblasting, or by water blasting with sufficient pressure to thoroughly and completely clean the joint. A multiple-pass technique shall be used until the surfaces are free of material that might prevent bonding. For final cleaning immediately prior to installation of the sealer, the joints shall be blown clean with oil-free compressed air. The joint faces must be surface dry when sealant is applied.

The sealing compound shall be heated to the pouring temperature recommended by the manufacturer in an approved kettle or tank, constructed as a double boiler, with the space between the inner and outer shells filled with oil or other satisfactory heat transfer medium. The heating kettle shall be equipped with a mechanical agitator, positive temperature control and an approved dial thermometer for checking temperatures of the compound. The heating kettle, if and when operated on concrete, shall be properly insulated against the radiation of heat to the concrete surface.

The sealing compound shall not be heated above the maximum safe heating temperature. The maximum safe heating temperature shall be determined from tests made on samples from each lot or shipment of the material delivered to the project. When so approved by the engineer, the manufacturer's recommended maximum safe heating temperature may be used in lieu of test determinations where relatively small quantities of sealer are used. Any material heated above the maximum safe heating temperature shall be discarded.

Pouring of joints shall be made when the sealing material is at the required temperature and, insofar as practicable, the sealing compound shall be maintained at a uniform temperature during pouring operations. Pouring shall not be permitted when the temperature of the sealing compound in the applicator, as it is applied to the joint, is more than 10° F below the recommended pouring temperature. Pouring of the molten sealer in the joint opening shall be done with such equipment that the sealer completely fills the joint opening without overflowing on the adjoining surface and when finished, after shrinkage, the sealer is approximately flush with the adjoining surfaces. In the event satisfactory sealing of a joint is not accomplished in a single pouring, the sealing compound shall be placed in two pours. At least one-half of the required amount shall be placed in the first pouring, and the second pouring shall follow the first as soon as practicable after the first pouring has attained maximum shrinkage but not later than one hour after the first pouring.

### **D Measurement**

The department will measure Concrete Pavement Joint Sealing by the linear foot in place along the joint, 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.0090.001	Concrete Pavement Joint Sealing	LF

Payment is full compensation for cleaning the joint, and for furnishing and applying the joint sealant.

(1/31/2017)

## 87. Furnishing Temporary Snow Fence, Item SPV.0090.002; Installing Temporary Snow Fence, Item SPV.0090.003.

### A Description

This special provision describes furnishing, removing and storing, and installing temporary snow fence on to woven wire right-of-way fence to block snow from crossing a highway.

### B Materials

#### B.1 Snow Fence

Furnish a snow fence consisting of wood slats woven together with five 2-wire strands of galvanized wire, as described below.

Wood slats - No. 1 aspen, spruce, or poplar; or southern yellow pine; 3/8 inch thick by 1-1/2 inches wide by 4 feet high. The permissible variation in width shall not exceed 1/16 inch and 1/4 inch in length. Thickness shall be a minimum of 3/8 inch but shall not exceed 9/16 inch. Both ends shall be cut square.

The galvanized wire shall not be thinner than 13-gauge steel wire, with no less than two 360 degree twists of the wire in the weave between the slats.

The slats shall be spaced 2-1/4 inches apart, plus or minus 1/4 inch.

#### B.2 Galvanized Wire

Furnish galvanized 11-gauge steel wire to attach snow fence to woven wire right-of-way fence.

### C Construction

Securely fasten the snow fence to the woven wire right-of-way fence with the galvanized wire at the locations shown on the plans. The snow fence shall be installed prior to November 15. If the woven wire right-of-way fence is subsequently moved or replaced as part of the project work; remove, store, and re-attach the snow fence to the moved or new woven wire fence after the woven wire fence is installed.

### D Measurement

The department will measure Furnishing Temporary Snow Fence and Installing Temporary Snow Fence by the linear foot, acceptably furnished and installed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.002	Furnishing Temporary Snow Fence	LF
SPV.0090.003	Installing Temporary Snow Fence	LF

Payment is full compensation for furnishing, removing and storing, and installing all materials including the wood slat fence and galvanized fastening wire.

(03/15/2016)

**88. Fill Existing Rumble Strips, Item SPV.0090.005.**

**A Description**

This special provision describes filling the existing concrete shoulder rumble strips prior to shifting traffic. The intent is to fill the rumble strip indentations so that the traffic can safely navigate through the work zone. Perform this work according to the plan details and herein after provided.

**B Materials**

Furnish asphaltic mixture meeting the requirements specified for Type 5 HT 58-28 H under standard spec 460.2; except the engineer will not require the contractor to conform to the quality management program specified under standard spec 460.2.8.

**C Construction**

Clean, fill, and compact the rumble strip indentations per standard spec 460.3 of the standard specifications and using methods that will provide a sound smooth surface which will handle traffic and not leave a detrimental residue on the surface. Special care to limit the splatter of asphaltic material onto existing concrete is required.

**D Measurement**

The department will measure Fill Existing Rumble Strip by the linear foot, acceptably completed, and measured as the length along the side of the traveled way, from the center of the first rumble strip groove filled in a segment to the center of the last rumble strip groove filled in the segment.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.005	Fill Existing Rumble Strips	LF

Payment is full compensation for providing all materials; and for performing all work.

**89. Clean and Seal Joint, Item SPV.0090.06.**

**A Description**

This special provision describes cleaning and providing concrete pavement joint repair.

**B Materials**

Furnish expansion joint filler per standard spec 415.2.3

Furnish joint filler per standard spec 415.2.6.

**C Construction**

Construct Clean and Seal Joint per standard spec 415.3.20.

**D Measurement**

The department will measure Clean and Seal Joint 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.0090.006	Clean and Seal Joint	LF

Payment for the Clean and Seal Joint is full compensation for cleaning the joint and providing and installing jointing materials.

## 90. Compost Tube, Item SPV.0090.150.

### A Description

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

### B Materials

Provide compost that:

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

Compost feedstock may include, but is not limited to, yard waste, clean chipped wood, farm crop residue, farm animal manure, or vegetable food waste. Do not use materials that have been treated with chemical preservatives as a compost feedstock or as wood chips.

Test according to the United States Composting Council's "Test Methods for Examining of Composting and Compost (TMECC)". Provide compost with the United States Composting Council's Seal of Testing Assurance Program (STA) certification and STA product label. The compost producer must be a participant in the United States Composting Council's Seal of Testing Assurance program.

Provide quality control documentation that includes the following:

1. The compost technical data sheet with the feedstock by percentage in the final compost product.
2. A certification that the compost meets federal and state health and safety regulations.
3. A copy of the producer's STA certification.
4. A certified report of tests performed by an STA-certified lab, verifying that the compost meets the requirements in the table below.

Compost must comply with the following:

PROPERTY	TEST METHOD	REQUIREMENT
Particle Size	*TMECC 02.02-B Sample Sieving for Aggregate Size Classification % Dry Weight Basis	100% Passing, 3 inch 90 – 100% Passing, 1 inch 70 – 100% Passing, ¾ inch 30 – 75% Passing, ¼ inch Maximum length 6 inches
pH	TMECC 04.11-A Elastometric pH 1:5 Slurry Method pH Units	6.0-8.0
Soluble Salts	TMECC 04.10-A Electrical Conductivity 1:5 Slurry Method dS/m (mmhos/cm)	Below 5.0
Moisture Content	TMECC 03.09-A Total Solids and Moisture at 70+/- 5 deg C % Wet Weight Basis	35 – 50
Organic Matter Content	TMECC 05.07-A Loss-On-Ignition Organic Matter Method (LOI) % Dry Weight Basis	Minimum 40%  Max 60% ash content



Maturity	TMECC 05.05-A Germination and Vigor "Germination and Root Elongation" Seed Emergence Seedling Vigor % Relative to Positive Control	80 or Above
Physical Contaminants	TMECC 02.02-C Man Made Inert Removal and Classification: Plastic, Glass and Metal %>4mm fraction, dry mass (weight) basis	Less than 1%
Pathogens	Shall meet Class A requirements for pathogens as specified in NR 204.07(6)(a)	Pass
Chemical Contaminants	Shall meet pollutant concentrations as specified in NR 204.07(5)(c)	Pass
Carbon to Nitrogen Ratio	C:N	10:1 – 20:1

\*TMECC refers to "Test Methods for the Examination of Composting and Compost," published by the United States Department of Agriculture and the United States Compost Council (USCC).

Immediately remove from the project, compost not conforming to the above requirements or taken from a source other than those tested and replace the compost at no cost to the department.

The engineer reserves the right to sample compost at the jobsite.

Compost tube shall be a minimum of 5 inches in diameter. Netting material shall be clean, evenly woven, and free of encrusted concrete or other contaminating materials such as preservatives. Netting material shall be free from cuts, tears, or weak places and shall have a minimum lifespan of 6 months and a maximum lifespan of not more than 24 months.

Wood stakes used in securing Compost Tube shall be made from untreated Douglas fir, hemlock, or pine species. Wood stakes shall be 2-inch by 2-inch nominal dimension and 36 inches in length. Install/locate wood stakes per manufacturer's recommendations.

## C Construction

Compost tube shall be installed as soon as construction will allow or when designated by the engineer. Compost tube installation and trenching shall begin from the base of the slope and work uphill prior to any topsoil or compost placement. Trenches shall, at all times, be perpendicular to the direction of flow down the slope. Excavated material from trenching shall be spread evenly along the uphill slope and be compacted using hand tamping or other method approved by the engineer. On gradually sloped or clay-type soils trenches shall be 2 to 3 inches deep. On loose soils or on steep slopes, trenches shall be 3 to 5 inches deep, or half the thickness of the Compost tube, whichever is greater.

The contractor shall exercise care when installing wattles to ensure the method of installation minimizes the disturbance of waterways and prevents sediment or pollutant discharge into water bodies.

### C.1 Maintenance

Maintain Compost tube until the project has been completed or directed otherwise. Routinely inspect Compost tube for any material dislodgement. Replace and redress any dislodged material.

## D Measurement

The department will measure Compost Tube by the linear foot of tube, acceptably installed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.150	Compost Tube	LF

Payment is full compensation for furnishing and installing Compost Tube as shown in the plans or as directed by the engineer; including the required trenching and subsequent spreading of trenched material after the embankment is stabilized; and the furnishing and installing of wood stakes to secure Compost Tube.

(9/6/2016)

**91. Maintenance and Removal of Concrete Barrier Temporary Precast Left In Place by Others, Item SPV.0090.200.**

**A Description**

This special provision describes maintaining and removing concrete barrier temporary precast left in place by others according to standard spec 603. The concrete barrier temporary precast left in place by others becomes the property of the contractor upon notice to proceed.

**B Materials**

Furnish any replacement materials for the concrete barrier temporary precast left in place by others that is according to the pertinent requirements of standard spec 603.3.2.

**C Construction**

Maintain and remove the concrete barrier temporary precast according to the pertinent requirements of standard spec 603.3.

**D Measurement**

The department will measure Maintenance and Removal of Concrete Barrier Temporary Precast Left In Place by Others by the linear foot, acceptably completed, measured along the base of the barrier in its left-in-place location.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.200	Maintenance and Removal of Concrete Barrier Temporary Precast Left In Place by Others	LF

Payment is full compensation for maintaining and removing the concrete barrier temporary precast; and for removing and disposing of all materials.

Reinstallation, trucking between worksites, transitions between temporary and permanent barriers, and anchoring will be paid for separately under the bid items provided for in the contract.

(11/14/2013)

**92. Concrete Barrier Temporary Precast Left In Place, Item SPV.0090.201.**

**A Description**

This special provision describes leaving in place temporary precast reinforced concrete barrier conforming to the shape, dimensions, and details the plans show and according to the pertinent provisions of standard spec 603, these special provisions, and as hereinafter provided.

Concrete Barrier Temporary Precast Left In Place becomes the property of the department after final acceptance by the engineer.

Concrete Barrier Temporary Precast Left In Place shall have been manufactured within six months of its proposed placement at its left-in-place location on the project. Ownership identification shall include the department (DOT).

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Concrete Barrier Temporary Precast Left In Place by the linear foot acceptably completed, measured along the base of the barrier after final installation in its left-in-place location.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.201	Concrete Barrier Temporary Precast Left In Place	LF

Payment is full compensation for leaving Concrete Barrier Temporary Precast on the project site.

Furnishing concrete barrier temporary, initial delivery, installation, reinstallation, trucking between worksites, transitions between temporary and permanent barriers, and anchoring will be paid for separately under the bid items provided for in the contract.

(3/11/2016)

## 93. Traffic Control Gawk Screen Furnished, Item SPV.0090.202; Traffic Control Gawk Screen Installed, Item SPV.0090.203.

### A Description

This special provision describes furnishing and installing traffic control gawk screen on concrete barrier as a traffic control device and removal upon completion of the project.

### B Materials

Furnish rectangular shaped screen for temporary mounting on top of concrete barrier.

Furnish a polymer, polyethylene, or UV protected thermoplastic, or similar lightweight product that will not shatter when impacted and is proven crashworthy.

Submit shop drawings a minimum of two weeks prior to the proposed use of Traffic Control Gawk Screen.

Requirements:

- 24 inches in height.
- The same length as the concrete barrier on which it will be mounted, without splicing, except account for longitudinal overhang between the concrete barrier as shown in the plans.
- Mounted with two poles, at the spacing shown in the plan, attached to the mounting plate with the mounting plate drilled into the top of the concrete barrier.
- Secured with a chain and pin, or other approved method, to the mounting pole.
- Capable of being securely connected to the adjacent screen section using polyethylene brackets, or similar approved fasteners, made of non-metallic materials.
- Capable of expanding without buckling.
- Capable of contracting without creating gaps in the screening and while remaining securely fastened to the adjacent screen.
- Gray in color and opaque.
- Has finished faces on both sides of the screen.
- Capable of remaining in place from traffic gusts, wind gusts, and other outdoor elements that may move or displace the screen.

Furnish and install mounting pipe and hardware according to manufacturer/supplier directions.

Installations and removals of the gawk screen to/from its supports on the jobsite shall not require any tools.

### C Construction

Furnish and deliver traffic control gawk screen to worksites within the project. Install the screen according to manufacturer's recommendations at contract-identified locations or as the engineer directs. Fasten screen sections together.

Provide surveillance and maintenance as specified in standard spec 643.3.2. Repair or replace any portion of the screen that is damaged as directed by the engineer at no additional cost. Replace any screen sections that buckle, deform, shrink, or have any other material or installation failure, as determined by the engineer, at no additional cost.

Remove screen when no longer needed at the installation site, during winter when directed by the engineer, and upon project completion. In permanent concrete barrier, concrete parapet, and department owned temporary concrete barrier, remove mounting hardware to below the concrete surface. Encapsulate all exposed metal and fill all holes left by anchorage methods with an epoxy from the department's approved products list. Fill holes as the screen is removed.

#### **D Measurement**

The department will measure Traffic Control GawK Screen Furnished by the linear foot, acceptably delivered to the project site.

The department will measure Traffic Control GawK Screen Installed by the linear foot, acceptably completed, measured along the base of the screen after installation for each contract-identified or engineer-directed initial installation. The department will also measure subsequent contract-identified or engineer-directed reinstallations. The department will not measure installations made solely to accommodate the contractor's means and methods.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.202	Traffic Control GawK Screen Furnished	LF
SPV.0090.203	Traffic Control GawK Screen Installed	LF

Payment for Traffic Control GawK Screen Furnished is full compensation for furnishing traffic control screen, mounting posts, and mounting and fastening hardware; initial delivery; and storage until installation.

Payment for Traffic Control GawK Screen Installed is full compensation for each installation; moving/trucking to another worksite within the project, unloading, and reinstalling; screen surveillance, maintenance, repair, and replacement; removing; disposal; and concrete barrier repair due to screen installation and after screen removal.

(5/31/2016)

### **94. Traffic Control Glare Screen Furnished, Item SPV.0090.204; Traffic Control Glare Screen Installed, Item SPV.0090.205.**

#### **A Description**

This special provision describes furnishing and installing traffic control glare screen on concrete barrier as a traffic control device and removal upon completion of the project.

#### **B Materials**

Furnish polymeric or fiberglass; green or black; lightweight; traffic control glare screen from one of the following suppliers:

- Carsonite Composites – Modular Guidance System
- Safe-Hit, A Division of Energy Absorption Systems, Inc. – Safe-Hit Glarescreen
- Flexstake Inc. – GS Series Glare Screen
- Plasticade® – Modular Glare Screen

Each screen section shall include blade paddles 24 inches in height, mounted at minimum 2-foot intervals on a continuous rail bolted to the top of the concrete barrier. The minimum 2-foot interval shall be maintained between sections of concrete barrier. Each paddle shall be capable of being removed individually by hand.

Furnish and install mounting hardware and glare screen according to manufacturer/ supplier directions.

#### **C Construction**

Furnish and deliver traffic control glare screen to worksites within the project. Install the glare screen according to manufacturer's recommendations at contract-identified locations or as the engineer directs.

Provide surveillance and maintenance as specified in standard spec 643.3.2. Repair or replace any portion of the screen that is damaged as directed by the engineer at no additional cost. Replace any

screen sections that have any material or installation failure, as determined by the engineer, at no additional cost.

Remove screen when no longer needed at the installation site, during winter when directed by the engineer, and upon project completion. In permanent concrete barrier, concrete parapet, and department owned temporary concrete barrier, remove mounting hardware to below the concrete surface. Encapsulate all exposed metal and fill all holes left by anchorage methods with an epoxy from the department's approved products list. Fill holes as the screen is removed.

#### **D Measurement**

The department will measure Traffic Control Glare Screen Furnished by the linear foot, acceptably delivered to the project site.

The department will measure Traffic Control Glare Screen Installed by the linear foot, acceptably completed, measured along the base of the screen after installation for each contract-identified or engineer-directed initial installation. The department will also measure subsequent contract-identified or engineer-directed reinstallations. The department will not measure installations made solely to accommodate the contractor's means and methods.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.204	Traffic Control Glare Screen Furnished	LF
SPV.0090.205	Traffic Control Glare Screen Installed	LF

Payment for Traffic Control Glare Screen Furnished is full compensation for furnishing traffic control screen, mounting posts, and mounting and fastening hardware; initial delivery; and storage until installation.

Payment for Traffic Control Glare Screen Installed is full compensation for each installation; moving/trucking to another worksite within the project, unloading, and reinstalling; screen surveillance, maintenance, repair, and replacement; removing; disposal; and concrete barrier repair due to screen installation and after screen removal.

(5/31/2016)

### **95. Repair State Owned Concrete Barrier Temporary Precast, Item SPV.0090.206.**

#### **A Description**

This special provision describes providing emergency repair services to state owned concrete barrier temporary precast located on IH 39 or an IH 39 ramp that is knocked out of alignment or damaged due to a vehicular collision during the time this contract is in effect. Repair services may also include the replacement of unsuitable sections of concrete barrier due to extensive damage sustained during a collision. This work shall be according to standard spec 603 of the standard specifications, as directed by the engineer, and as hereinafter provided. Responding to the incident site with the appropriate staff, equipment and materials is covered under a separate bid item.

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

#### **C Construction**

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

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

#### **D Measurement**

The department will measure Repair State Owned Concrete Barrier Temporary Precast by the linear foot, acceptably repaired.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.206	Repair State Owned Concrete Barrier Temporary Precast	LF

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

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

(10/24/2017)

## **96. Pre-Terminated Fiber Optic Cable 12-Ct, Item SPV.0090.401.**

### **A Description**

This special provision describes furnishing a factory-terminated 12-count combination fiber optic patch panel and cable as indicated on the plans.

### **B Materials**

Furnish combination fiber optic patch panel and cable meeting the following requirements. The patch panel housing shall be constructed of ABS plastic, factory-terminated LC connectors, and designed and tested for 1,000 re-matings with less than 0.2 dB change. The cable shall be 12 single mode fiber optic strands, loose tube cable, bare/unterminated on the non-panel end, and length as indicated by the quantities.

### **C Construction**

Follow all manufacturer's recommended installation procedures.

Install cable from rest area end out to fiber optic splice location to prevent damage to the panel.

Mount the termination panel end in the rest area data room per the engineer.

### **D Measurement**

The department will measure Pre-Terminated Fiber Optic Cable 12-Ct 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.0090.401	Pre-Terminated Fiber Optic Cable 12-Ct	LF

Payment is full compensation for furnishing and installing the pre-terminated fiber optic cable.

## **97. Concrete Pavement Joint Layout Project 1007-12-75, Item SPV.0105.001.**

### **A Description**

This special provision describes designing the joint layout and staking the location of all joints on the project, including mainline, ramps and intersections (traditional and roundabouts) to accommodate the concrete paving operation.

### **B (Vacant)**

### **C Construction**

Design the joint layout and stake the location of all joints on the project, including mainline, ramps and intersections (traditional and roundabouts), to accommodate the concrete paving operation. Plan and set all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete pavement according to the plans, the American Concrete Pavement Association Intersection

Joint Layout Guidelines, and as directed by the engineer. Establish the joint layout in a manner to best fit field conditions, construction staging, the plan, and as directed by the engineer.

#### **D Measurement**

The department will measure Concrete Pavement Joint Layout Project 1007-12-75 as a single lump sum unit, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.001	Concrete Pavement Joint Layout Project 1007-12-75	LS

Payment is full compensation for designing the joint layout on the mainline, ramps and all traditional and roundabout intersections; for completing all surveying work necessary to locate all transverse and longitudinal joints; and for making adjustments to match field conditions and construction staging.

### **98. Survey Project 1007-12-74, Item SPV.0105.002.**

#### **A Description**

Standard spec 105.6 and 650 are modified to define the requirements for construction staking for this contract.

*Add the following to standard spec 105.6.1:*

Horizontal and vertical control points, provided by the department, are generally at 1-mile intervals for horizontal control and at ½ intervals for vertical control. Control points will be provided in a hard copy and ASCII electronic format.

*Replace standard spec 105.6.2 with the following:*

The department will not perform any construction staking for this contract. The contractor shall perform all survey required to layout and construct the work under this contract, subject to engineer's approval.

The survey includes establishing horizontal and vertical position for all aspects of construction including but not limited to storm sewer, subgrade, base, curb, gutter, curb and gutter, pipe culverts, structure layout, pavement, barriers (temporary and permanent), electrical installations, supplemental control, slope stakes, ponds, ITS, FTMS, ramp gates, parking lots, utilities, landscaping elements, irrigation system layout, installation of community sensitive design elements, traffic control items, fencing, etc.

The department may choose to perform quality assurance survey during construction. This quality assurance survey does not relieve the contractor of the responsibility for furnishing all survey work required under this contract.

*Delete standard spec 650.1.*

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

#### **C Construction**

Survey required under this item shall be according to all pertinent requirements of standard spec 650 and shall include all other miscellaneous survey required to layout and construct all work under this contract.

#### **D Measurement**

The department will measure Survey Project 1007-12-74 as a single lump sum unit, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.002	Survey Project 1007-12-74	LS

Payment is full compensation for performing all survey work required to layout and construct all work under this contract.

(5/14/2013)

## 99. Survey Project 1007-12-75 with Optional AMG for Concrete Pavement and Base Course, Item SPV.0105.003.

### A Description

Standard spec 105.6 and 650 are modified to define the requirements for construction staking for this contract.

*Add the following to standard spec 105.6.1:*

Horizontal and vertical control points, provided by the department, are generally at 1 mile intervals for horizontal control and at ½ mile intervals for vertical control. Control points will be provided in a hard copy and ASCII electronic format.

*Replace standard spec 105.6.2 with the following:*

The department will not perform any construction staking for this contract. The contractor shall perform all survey required to layout and construct the work under this contract, subject to engineer's approval.

The survey includes establishing horizontal and vertical position for all aspects of construction including but not limited to storm sewer, subgrade, base, curb, gutter, curb and gutter, pipe culverts, structure layout, pavement, barriers (temporary and permanent), electrical installations, supplemental control, slope stakes, ponds, ITS, FTMS, ramp gates, parking lots, utilities, landscaping elements, irrigation system layout, installation of community sensitive design elements, traffic control items, fencing, etc.

The department may choose to perform quality assurance survey during construction. This quality assurance survey does not relieve the contractor of the responsibility for furnishing all survey work required under this contract.

*Delete standard spec 650.1.*

### B (Vacant)

### C Construction

Survey required under this item shall be according to all pertinent requirements of standard spec 650 and shall include all other miscellaneous survey required to layout and construct all work under this contract.

*Replace standard spec 650.3.8 with the following:*

#### 650.3.8 Concrete Pavement

##### 650.3.8.1 General

- (1) Under the Construction Staking Concrete Pavement bid item the contractor may substitute automated machine guidance (AMG) for conventional staking on all or part of the concrete pavement and underlying base. The engineer may require the contractor to revert to conventional staking methods for all or part of the work at any point during construction if, in the engineer's opinion, AMG is producing unacceptable results.



### **650.3.8.2 Conventional Concrete Pavement Staking**

- (1) Set construction stakes or marks at 25-foot intervals. Set and maintain additional stakes as necessary to establish location and grade along intersecting road radii; and for auxiliary lanes, vertical curves, horizontal curves, and curve transitions according to the plans. Locate stakes to within 0.02 feet horizontally and establish elevations to within 0.01 feet vertically. Set and maintain sufficient additional stakes at each cross-section to achieve the required accuracy and to support the method of operations.

### **650.3.8.3 Automated Machine Guidance for Concrete Pavement**

#### **650.3.8.3.1 General**

- (1) No base or paving stakes or stringlines are required for AMG work.
- (2) Coordinate with the engineer throughout the course of construction to ensure that work performed using AMG conforms to the contract tolerances and that the methods employed conform to the contractor's AMG work plan and accepted industry standards. Address AMG issues at weekly progress meetings.
- (3) Use a total station to provide station, offset, and elevations at locations specified in 650.3.8.3.5 and at additional engineer-directed locations after fine grading the base and after placing the concrete pavement. Allow the engineer access to view current display data on the contractor's AMG equipment during paving and fine grading operations.
- (4) Provide the department field staff up to 8 hours of formal training on contractor's AMG systems.

#### **650.3.8.3.2 AMG Work Plan**

- (1) Submit a comprehensive written AMG work plan for department review at least 5 business days before beginning AMG work. The engineer will review the plan to determine if it conforms to the requirements of this special provision.
- (2) Construct the base and concrete pavement as the contractor's AMG work plan provides. Update the plan as necessary during construction.
- (3) The AMG work plan should discuss how AMG technology will be integrated into other technologies employed on the project. Include, but do not limit the contents to, the following:
  1. Designate which portions of the contract will be done using AMG and which portions will be done using conventional staking.
  2. Describe the manufacturer, model, and software version of the AMG equipment including the angular accuracy and the measurement frequency of the guidance system.
  3. Provide information on the qualifications of contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for AMG technology issues. This person shall be on site during all AMG concrete placement.
  4. Describe how project control is to be established. Include a list and map or kml file showing 3D control points enveloping the site. Incorporate department-provided primary control and contractor-provided secondary control into a single site control network. At a minimum provide sufficient 3D control to utilize not less than three control points in each total station setup, be it within a resection or as a setup point, backsight, and third point for an independent check. Use engineer-approved survey markers and/or targets. Ensure that secondary control points are accurate to within 0.02 feet horizontally and to within 0.01 feet vertically.
  5. Describe total station setup procedures including methods used to set and relocate total stations for each day's paving. Record or note the residual error in any resection calculation. Take and record check shots on 3D control points at varying distances from the instrument that represent the varying distances used in guiding the paving machine. Submit notes or digital reports of setup data and control-point checks daily.

6. Describe the contractor's quality control procedures. Describe procedures for checking, mechanical calibration, and maintenance of equipment. Include the frequency and type of checks performed to ensure that the trimmed base and concrete pavement conform to the contract plans.

#### **650.3.8.3.3 Equipment**

- (1) Use robotic total stations machine guidance or other engineer approved combination of methodologies to meet the contract requirements.
- (2) Perform periodic sensor and/or pan calibrations and other routine adjustments as required to ensure that the trimmed base and concrete pavement conform to the contract plans.

#### **650.3.8.3.4 Geometric and Surface Information**

##### **650.3.8.3.4.1 Department Responsibilities**

- (1) The department will provide electronic design data in the contractor data packet. See the Contractor Data Packet contract special provision for a list of design data content.

##### **650.3.8.3.4.2 Contractor Responsibilities**

- (1) Obtain elevations of adjacent pavement and bridges at centerline, edge of pavement, and other locations necessary to characterize existing profile and cross slope. Adjust design profile grade and cross slope to provide a smooth transition from the new pavement to the existing pavement or bridge. Notify the engineer when a smooth profile cannot be provided. Submit final adjusted plan elevations to the engineer.
- (2) Review department-provided design model data for areas of the project employing AMG. Report inconsistencies between that data and the contract plans to the engineer and work with the engineer to resolve those inconsistencies. Use the resulting revised design model data and matching as-built surface data from above item (1) to develop a contractor construction model.
- (3) Provide the resulting construction model data proposed for the paving operation to the department in LandXML v1.2 or AutoCAD DWG.

##### **650.3.8.3.4.3 Managing and Updating Information**

- (1) Notify the department of any errors or discrepancies in department-provided information. The department will determine what revisions may be required. The department will revise the contract plans, if necessary, to address errors or discrepancies that the contractor identifies. The department will provide the best available information related to those contract plan revisions.
- (2) Revise the construction model as required to support construction operations and to reflect any contract plan revisions the department makes. Perform checks to confirm that the revised construction model agrees with the contract plan revisions. Provide a copy of the resulting adjusted construction model data to the engineer in LandXML v1.2 or AutoCAD DWG. The department will pay for costs incurred to incorporate contract plan revisions as extra work.

#### **650.3.8.3.5 Construction Checks**

##### **650.3.8.3.5.1 Final Base Checks**

- (1) Check the trimmed base against the final adjusted plan elevation at randomly selected points on cross sections located at stations evenly divisible by 100. Conduct at least one random check per 250 lane-feet corresponding to the basic units used to assess pavement thickness under standard spec 415.3.16. Also, check the trimmed base at additional points as the engineer directs. Notify the engineer at least 2 business days before making final checks so the engineer can observe the process.

- (2) Ensure that no individual check is off by more than 0.02 foot vertically of the final adjusted plan elevation. Notify the engineer if this criterion is exceeded.
- (3) The department may conduct periodic independent base checks. The department will notify the contractor if any individual check differs by more than 0.02 foot vertically from the final adjusted plan elevation.

#### **650.3.8.3.5.2 Final Pavement Checks**

- (1) Check the finished concrete immediately after placement against the accepted plan elevation at randomly selected points on cross sections. Conduct at least one random check per 250 lane-feet corresponding to the basic units used to assess pavement thickness under standard spec 415.3.16. Also, check the pavement at drainage structures, bridges, driveways, intersections, ramp termini, and additional points as the engineer directs. Notify the engineer before making final checks so the engineer can observe the process.
- (2) Notify the engineer immediately if the final pavement surface does not match the final adjusted plan elevation within 0.02 foot vertically.
- (3) The department may conduct periodic independent pavement elevation checks. The department will notify the contractor if any individual check differs by more than 0.05 foot horizontally or 0.02 foot vertically from the final adjusted plan elevation.

#### **D Measurement**

The department will measure Survey Project 1007-12-75 with Optional AMG for Concrete Pavement and Base Course each as a single lump sum unit, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.003	Survey Project 1007-12-75 with Optional AMG for Concrete Pavement and Base Course	LS

Payment is full compensation for performing all survey work required to layout and construct all work under this contract.

(2/14/2018)

### **100. Temporary Sand Bag Dick (C-13-3091), Item SPV.0105.150.**

#### **A Description**

This work shall consist of the construction of dikes or barriers with sand filled bags as shown on the plans and as hereinafter provided.

Remove and dispose of the sand bags and all surplus material upon completion of its use under this contract.

#### **B Materials**

The bags shall be canvas, burlap, nylon or other approved material. The bags shall contain a minimum of one half cubic foot of sand, be of one size and shape and be securely closed.

The sand shall conform to the requirements standard spec 501.2.5.3 of the standard specifications except that standard spec 501.2.5.3.4 shall be deleted. The maximum size of particle shall pass a No. 4 sieve.

#### **C (Vacant)**

#### **D Measurement**

The department will measure Temporary Sand Bag Dike as a single lump sum unit of work, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.150	Temporary Sand Bag Dike (C-13-3091)	LS

Payment is full compensation for furnishing and installing sand filled bags; for furnishing all excavation; for removal and disposal of the sand bags and all waste or surplus materials, included eroded materials; and for shaping and restoring the area.

Any required topsoiling, fertilizing, seeding or mulching will be paid for under the applicable item.

## **101. Relocate Bluetooth Detector, Item SPV.0105.401.**

### **A Description**

This special provision describes relocating an existing solar-powered Bluetooth sensor as indicated on the plans.

### **B Materials**

Provide all tools and equipment necessary to relocate the existing solar-powered Bluetooth sensor.

Provide all tools and equipment necessary to convert the existing solar-powered Bluetooth sensor to a hardwired Bluetooth sensor.

### **C Construction**

Prior to relocating, the Field System Integrator must determine if the solar-powered Bluetooth sensor is fully functional. If any part of the solar-powered Bluetooth sensor is found to not meet original manufacturer's specifications, contact Kyle Hemp of the WisDOT SW Region at (608) 246-5367.

Carefully relocate the existing solar-powered Bluetooth sensor as indicated on the plans. Relocate all mounting hardware and cables/wires associated with the solar-powered Bluetooth sensor. Remount the antenna to maximize signal strength.

Relocate and make operational the Bluetooth sensor within five days.

Storage of materials during the relocation process is the responsibility of the contractor and is incidental to this item.

Any materials which are damaged during the relocation process will be repaired or replaced at the expense of the contractor.

### **D Measurement**

The department will measure Relocate Bluetooth Detector, completed according to the contract and accepted, as a single complete unit of work.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.401	Relocate Bluetooth Detector	LS

Payment is full compensation for relocating the solar-powered Bluetooth sensor including all labor, tools, equipment, and incidentals necessary to complete the contract work.

## **102. Stormwater Treatment Filter Strip, Item SPV.0165.150.**

### **A Description**

This special provision describes the construction of Stormwater Treatment Filter Strip per the plan detail, as directed by the engineer, and as hereinafter provided.

## B Materials

Sand shall be poorly graded with less than 5% fines (USCS classification SP) and as defined in the following table.

Sieve	Maximum Percent Passing
No. 4	100%
No. 10	90%
No. 40	10%
No. 200	5%

## C Construction

Undercut or underfill all areas designated for filter strips to a degree that if covered with the specified depth of sand and topsoil, the finished work conforms to the required lines, grades, slopes, and cross sections the plans and drawings show. Place sand to the depth specified in the plans, then place topsoil to the minimum depth required in the contract. Use tracked equipment with a track pressure no greater than 4.5 psi. The subsoiled filterstrip limits on the embankment should begin two feet from the swale flow line, can extend no more than 5 vertical feet towards the highway, and end no closer than 10 feet from the subgrade shoulder point.

Subsoiling is the practice of dragging tines, shanks or claws through soil to a depth of approximately 20 inches to loosen and mix the soil layers. Subsoil the filter strip areas after topsoil placement. Schedule a 50-foot long test section and demonstrate competence to the engineer prior to continuing operations. The engineer shall identify the test area. Loosen subsoiled areas to a depth of 20 inches including the in-place material, sand and topsoil. After obtaining approval by the engineer that the equipment and methods are sufficient to obtain the desired results, complete the subsoiling operation. Subsoiling done without the engineer's approval will be considered as unauthorized work.

Subsoil each filter strip area three times to mix the topsoil, sand and in-place material. Do not pull the shanks through previous channels, but instead create multiple channels in the filter strip. Work at right angles to the direction of surface drainage. Create channels by a commercially available, multi-shanked implement attached to track-type equipment. The equipment shall be capable of exerting a penetration force necessary for the site. No disc cultivators, chisel plows, or spring-loaded equipment will be allowed. Space the grid channels 24 to 30 inches apart, depending on equipment, site conditions, and the plan. The channel depth shall be a minimum 20 inches. If soils are saturated, delay operations until the soil moisture is at field capacity or less. Field capacity is the amount of water retained in the soil after it has been saturated and allowed to drain freely.

Upon completion and acceptance of the subsoiled area, finish grade surface as described in standard spec 625.3.3 (2) and (4), except that only light-weight equipment, as approved by the engineer, may be used to break down clods and lumps. Drive no other equipment over the subsoiled area after the filter strip is finish-graded. Any filter strip areas that become compacted due to the contractor's operations, must be subsoiled and finish-graded at no expense to the department.

Seed, fertilize, and mulch the filter strip immediately after final grading. Place safety fence on the upgradient side of the filter strip, offset by one foot away from the filter strip immediately after seeding and mulching. Remove the safety fence only after all construction activities in the general area of the filter strip have been completed.

## D Measurement

The department will measure Stormwater Treatment Filter Strips by the square foot, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.150	Stormwater Treatment Filter Strips	SF

Payment is full compensation for constructing the filter strip including furnishing and placing the sand; for subsoiling; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work. The department will pay for safety fence under the Fence Safety bid item.

### 103. Longitudinal Grooving Bridge Deck, Item SPV.0165.700.

#### A Description

This special provision describes providing longitudinal deck grooves parallel to the centerline of the roadway prior to opening the bridge to traffic as directed by the engineer.

#### B Materials

Use a grooving machine containing blades mounted on a multi-blade arbor on a self-propelled machine built for grooving hardened concrete surfaces.

Use a grooving machine with a depth control device that detects variations in the deck surface and adjusts the cutting head height to maintain a specified depth of groove.

Equip the grooving machine with a guide device to control multi-pass alignment.

#### C Construction

Groove the pavement longitudinally without damaging the concrete deck surface.

Complete a longitudinal grooving operation that results in a uniformly grooved deck surface.

Cut grooves continuously across the deck width to within 18 inches of the barrier rail, curb line, or median divider. If metal floor drains extend more than 18 inches from the barrier rail, curb line, or median divider, all grooves on the bridge deck surface are to end within 6 inches of the floor drain perimeter.

At skewed metal edged expansion joints in the bridge deck surface, end all grooves on the bridge deck surface within 6 inches of the joint leaving no ungrooved surface adjacent to each side of the joint greater than 6 inches in width on the deck side of the expansion joints.

Produce grooves that are continuous across construction joints or other joints in the concrete deck surface less than 1/2-inch wide.

Construct longitudinal grooves with the following criteria:

Width (In)	Depth (In)	Spacing C-C (In)	Width Tolerance (In)	Depth Tolerance (In)	Spacing Tolerance (In)
1/8	3/16	3/4	0 to 1/16	± 1/16	± 1/16

Collect, remove and dispose of solid material residue and liquid waste resulting from grooving operations by vacuuming in a manner satisfactory to the engineer.

#### D Measurement

The department will measure Longitudinal Grooving Bridge Deck by the square foot of area, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.700	Longitudinal Grooving Bridge Deck	SF

Payment is full compensation for providing the required machinery and operators; for grooving, for collecting, removing and properly disposing of all waste materials.

(1/5/2017)

**104. Weed Barrier Fabric, Item SPV.0180.500.****A Description**

This special provision describes furnishing and installing a geotextile fabric for groundcover around living snow fence as shown in the plans.

**B Materials**

Furnish geotextile fabric that is a woven polypropylene that allows air, water, and nutrients to pass through but prevents the growth of weeds and grasses. The material must be insect, rodent, mildew, and rot resistant and be delivered in a wrapping that protects it from ultraviolet radiation and from abrasion due to shipping and hauling. Keep material dry until installed. Clearly mark rolls to show material type.

The fabric must be UV resistant and have a written 5-year guarantee from the manufacturer. The geotextile must meet or exceed the following physical properties:

TEST	METHOD	VALUE
Minimum weight	ASTM D5261	3.0 oz/sy
Minimum grab tensile strength	ASTM D4632	175 lbs x 115 lbs
Minimum apparent breaking elongation	ASTM D4632	25%
Minimum puncture strength	ASTM D6241	70 lbs
Minimum trapezoid tear strength	ASTM 4533	75 lbs x 60 lbs
Minimum water permeability	ASTM 4491	15 gpm/sf
Ultraviolet exposure	ASTM D4355	70% strength after 2500 hrs xenon arc exposure

**C Construction**

Remove construction materials, stone, or other debris larger than 2" in length or diameter, debris, and trash from area receiving Weed Barrier Fabric. Lay the fabric flat on the smoothed soil and fit as close to the plants as possible. Provide a 4-inch overlap at adjoining sheets. Secure the fabric with T-shaped steel pin anchors sufficiently long to prevent the fabric from moving.

**D Measurement**

The department will measure Weed Barrier Fabric by the square yard, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.500	Weed Barrier Fabric	SY

Payment is full compensation for preparing the planting areas for fabric, furnishing and installing all materials.

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

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

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

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

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 15 (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 6 (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](mailto:DBE_Alert@dot.wi.gov) ([DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)) or by postal mail ATTN: DBE Office, PO Box 7965, Madison, WI 53707-7965.

(1) **Bidder Meets DBE Goal**

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

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

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

c. **Bidder Fails to Submit Documentation**

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

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

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

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

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

## b. Prime Contractors should:

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

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

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

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

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

## 6. Use of Joint Checks

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

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

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



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

## **7. Bidder's Appeal Process**

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

## **8. Department's Criteria for DBE Participation**

### **Directory of DBE firms**

- a. The only resource for DBE certified firms certified in the state of Wisconsin is the Wisconsin Unified Certification Program [UCP] DBE List. Wisconsin Department of Transportation maintains a current list of certified DBE firms titled Wisconsin UCP DBE Directory on the website at:  
<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](mailto:DBE_Alert@dot.wi.gov) or by calling 608-267-3849.

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

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

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

## **18. Contract Modifications**

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

## **19. Payment**

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

## APPENDIX A

### Sample Contractor Solicitation Letter Page 1

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

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#### GFW SAMPLE MEMORANDUM

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

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

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

Fax: (000) 123- 4657



## Sample Contractor Solicitation Letter Page 2

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

### REQUEST FOR QUOTATION

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

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

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

**Please check all that apply**

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

**Prime Contractor 's Contact Person**

**DBE Contractor Contact Person**

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_

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

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

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

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

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

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

## **APPENDIX B**

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

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

#### **Primes**

- 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](http://www.bidx.com) and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
  - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588.

## **ADDITIONAL SPECIAL PROVISION 4**

### **Payment to First-Tier Subcontractors**

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

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

### **Payment to Lower-Tier Subcontractors**

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

### **Release of Routine Retainage**

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

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

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

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



**ADDITIONAL SPECIAL PROVISIONS 5****Fuel Cost Adjustment****A Description**

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

**B Categories of Work Items**

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.1100	Backfill Granular Grade 1	CY	0.23
209.1500	Backfill Granular Grade 1	Ton	0.115
209.2100	Backfill Granular Grade 2	CY	0.23
209.2500	Backfill Granular Grade 2	Ton	0.115
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09

### C Fuel Index

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$2.15 per gallon.

### D Computing the Fuel Cost Adjustment

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

$$FA = \frac{CFI}{BFI} - 1 \times Q \times BFI$$

(plus is payment to contractor; minus is credit to the department)

Where	FA	=	Fuel Cost Adjustment (plus or minus)
	CFI	=	Current Fuel Index
	BFI	=	Base Fuel Index
	Q	=	Monthly total gallons of fuel

### E Payment

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

## ADDITIONAL SPECIAL PROVISION 6

### ASP 6 - Modifications to the standard specifications

*Make the following revisions to the standard specifications:*

---

#### **104.10.2 Submittal and Review of a CRI Concept**

*Replace paragraph two with the following effective with the July 2019 letting:*

- (2) The department will review the CRI concept and, within 10 business days of the contractor's initial submittal, notify the contractor in writing whether the CRI concept has merit and whether the contractor should submit it as a CRI proposal. The contractor and the department can mutually agree to extend this 10-day review requirement. The department will notify the contractor if a professional engineer registered in the state of Wisconsin should seal the CRI proposal. If the department informs the contractor to submit the CRI proposal, the department will share in the cost for developing the CRI proposal as specified in 104.10.4.1(3).
- 

#### **107.14 Contractor's Responsibility for Work**

*Replace the entire text with the following effective with the June 2019 letting:*

- (1) Within 107.14, the term "work" is redefined to mean "the work product that is completed in its final position and is incorporated in the project."
  - (2) The contractor shall maintain charge and care of the work until the engineer accepts the work as specified in 105.11. Protect the work against injury or damage caused by public traffic, the action of the elements, or from other causes, whether arising from the execution or non-execution of the work. Rebuild, repair, restore, and make good injuries or damages to work caused by the above at no additional cost to the department.
  - (3) The department will assume responsibility for the work as follows:
    1. Costs the department assumes under 104.6.
    2. Costs to repair bridge damage attributed to public traffic, if the engineer determines that damage was beyond the control of and without the fault of the contractor.
  - (4) The contractor shall not bear the expense for damage to the work caused by abnormal and unforeseeable occurrences beyond the control of, and without the fault or negligence of, the contractor. These abnormal and unforeseeable occurrences include but are not limited to the following:
    1. Cataclysmic phenomena of nature.
    2. Acts of the public enemy.
    3. Acts of government authorities.
  - (5) Before suspending the work, take the necessary precautions to prevent damage to the project, prevent traffic accidents, and provide for normal drainage. Erect necessary temporary barrier, barricades, signs, or other facilities at no expense to the department except as specified in 104.6.
  - (6) The contractor is responsible for all damages to equipment and supplies regardless of the circumstances.
- 

#### **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<sup>[1] [2] [3]</sup>**

ITEM	PRODUCED WITHIN WARNING BANDS	PRODUCED OUTSIDE JMF LIMITS
Gradation	90%	75%
Asphalt Content <sup>[4]</sup>	—	—
Air Voids	70%	50%
VMA	90%	75%

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

<sup>[2]</sup> 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.

<sup>[3]</sup> 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.

<sup>[4]</sup> 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 June 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	[1]

[1] Use the product specific bead application rate for wet reflective epoxy specified on the department's APL.

**646.3.2.3.2 Wet Reflective Epoxy**

Replace paragraph one with the following effective with the June 2019 letting:

- (1) Apply wet reflective epoxy binder in a grooved slot. and provide a double drop bead system as follows:
1. Wet reflective/recoverable elements at the application rate specified in the department's APL.
  2. Glass beads conforming to 646.2.2 at the application rate specified in the department's APL.

**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).

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**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.

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**Errata**

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**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.

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

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

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

<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](mailto:paul.ndon@dot.wi.gov). Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

<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](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 05/17/2019 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	02/22/2019
2	05/17/2019

BRWI0001-002 06/01/2018

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.06	22.65
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BRWI0002-002 06/01/2018		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.87	21.26
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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

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BRWI0003-002 06/01/2018

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.44	22.27

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BRWI0004-002 06/01/2018

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.66	23.35

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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

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BRWI0007-002 06/01/2018

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.82	22.59

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BRWI0008-002 06/01/2018

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.03	22.55

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BRWI0011-002 06/01/2018

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.44	22.27

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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

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BRWI0034-002 06/01/2018

## COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.80	22.61

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CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39

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CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00

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CARP0252-010 06/01/2016

## ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
File Driver.....	\$ 34.12	18.00

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CARP0264-003 06/01/2016

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

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

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 CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

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CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

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ELEC0014-002 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, TREMPLEAU, VERNON, AND WASHBURN  
 COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.21	20.46

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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).

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 ELEC0127-002 06/01/2017

KENOSHA COUNTY

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

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ELEC0158-002 06/04/2018

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
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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
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ELEC0242-005 05/16/2018		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 36.85	26.17
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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
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ELEC0430-002 01/01/2019		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 38.78	21.59
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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 Waupun), 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

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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
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ELEC0953-001 07/01/2015		

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 42.14	32% + 5.00
(2) Heavy Equipment Operator.....	\$ 40.03	32% + 5.00
(3) Equipment Operator.....	\$ 33.71	32% + 5.00
(4) Heavy Groundman Driver..	\$ 26.78	14.11
(5) Light Groundman Driver..	\$ 24.86	13.45
(6) Groundsman.....	\$ 23.18	32% + 5.00
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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.

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\* IRON0008-002 06/03/2018

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 32.98	27.47

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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\* IRON0008-003 06/03/2018

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.88	27.72

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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\* IRON0383-001 06/01/2018

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.....	\$ 35.00	25.22
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IRON0498-005 06/01/2016		

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and  
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 36.29	30.77
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* IRON0512-008 05/01/2018		

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,  
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU  
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.10	10.10
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* IRON0512-021 05/01/2018		

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,  
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.64	10.10
-----		
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

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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

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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

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 LABO0140-002 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

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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

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PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

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PAIN0108-002 06/01/2017

RACINE COUNTY

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

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PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,

## SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15
-----		
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
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PAIN0802-002 06/01/2017		

## COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 28.25	17.72
PREMIUM PAY:		
Structural Steel, Spray, Bridges = \$1.00 additional per hour.		
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PAIN0802-003 06/01/2017		

## ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.89	12.05
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PAIN0934-001 06/01/2017		

## KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95

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 PAIN1011-002 06/01/2017

FLORENCE COUNTY

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

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 PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN  
 COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET,  
 CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE,  
 FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE,  
 LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE,  
 MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK,  
 PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR,  
 VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD  
 COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA  
 CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND  
 VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK  
 COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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 TEAM0039-001 06/01/2018

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 28.12	21.20
3 or more Axles; Euclids Dumptr & 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](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**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

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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

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	100.000 STA	_____.	_____.
0004	201.0205 Grubbing	100.000 STA	_____.	_____.
0006	203.0100 Removing Small Pipe Culverts	9.000 EACH	_____.	_____.
0008	203.0200 Removing Old Structure (station) 700. 2466'NB'+98	LS	LUMP SUM	_____.
0010	203.0200 Removing Old Structure (station) 800. 2523'SB'+47.33	LS	LUMP SUM	_____.
0012	204.0100 Removing Pavement	72,900.000 SY	_____.	_____.
0014	204.0120 Removing Asphaltic Surface Milling	23,465.000 SY	_____.	_____.
0016	204.0157 Removing Concrete Barrier	341.000 LF	_____.	_____.
0018	204.0165 Removing Guardrail	5,318.000 LF	_____.	_____.
0020	204.0170 Removing Fence	24,433.000 LF	_____.	_____.
0022	204.0180 Removing Delineators and Markers	97.000 EACH	_____.	_____.
0024	204.0210 Removing Manholes	6.000 EACH	_____.	_____.
0026	204.0220 Removing Inlets	52.000 EACH	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 001. 12-Inch	750.500 LF	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 002. 18-Inch	1,973.000 LF	_____.	_____.



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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 003. 24-Inch	820.000 LF	_____.	_____.
0034	204.0245 Removing Storm Sewer (size) 004. 30-Inch	971.000 LF	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 005. 36-Inch	199.000 LF	_____.	_____.
0038	204.0245 Removing Storm Sewer (size) 006. 48-Inch	202.000 LF	_____.	_____.
0040	204.0245 Removing Storm Sewer (size) 007. 60-inch	189.000 LF	_____.	_____.
0042	204.0280 Sealing Pipes	8.000 EACH	_____.	_____.
0044	204.0291.S Abandoning Sewer	43.500 CY	_____.	_____.
0046	204.9060.S Removing (item description) 001. Apron Endwall	14.000 EACH	_____.	_____.
0048	204.9060.S Removing (item description) 200. Crash Cushions	1.000 EACH	_____.	_____.
0050	204.9105.S Removing (item description) 001. Footings and Pier Stubs at CTH AB Project 1007-12-74	LS	LUMP SUM	_____.
0052	204.9105.S Removing (item description) 002. Footings and Pier Stubs at CTH AB Project 1007-12-75	LS	LUMP SUM	_____.
0054	204.9165.S Removing (item description) 001. Temporary Shoring L.I.P. By Others	2,975.000 SF	_____.	_____.
0056	205.0100 Excavation Common	342,047.000 CY	_____.	_____.



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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0058	205.0200 Excavation Rock	7,557.000 CY	_____.	_____.
0060	206.1000 Excavation for Structures Bridges (structure) 700. B-13-0728	LS	LUMP SUM	_____.
0062	206.2000 Excavation for Structures Culverts (structure) 800. C-13-3091	LS	LUMP SUM	_____.
0064	208.1100 Select Borrow	36,714.000 CY	_____.	_____.
0066	209.0300.S Backfill Coarse Aggregate (size) 001. No 2	55.000 CY	_____.	_____.
0068	210.1500 Backfill Structure Type A	2,590.000 TON	_____.	_____.
0070	210.2500 Backfill Structure Type B	7,635.000 TON	_____.	_____.
0072	213.0100 Finishing Roadway (project) 001. ID 1007-12-74	1.000 EACH	_____.	_____.
0074	213.0100 Finishing Roadway (project) 002. ID 1007-12-75	1.000 EACH	_____.	_____.
0076	305.0110 Base Aggregate Dense 3/4-Inch	4,819.000 TON	_____.	_____.
0078	305.0120 Base Aggregate Dense 1 1/4-Inch	169,865.000 TON	_____.	_____.
0080	305.0500 Shaping Shoulders	7.000 STA	_____.	_____.
0082	310.0110 Base Aggregate Open-Graded	702.000 TON	_____.	_____.
0084	312.0110 Select Crushed Material	170,519.000 TON	_____.	_____.
0086	390.0201 Base Patching Asphaltic	177.000 TON	_____.	_____.



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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0088	415.0060 Concrete Pavement 6-Inch	323.000 SY	_____.	_____.
0090	415.0100 Concrete Pavement 10-Inch	1,968.000 SY	_____.	_____.
0092	415.0125 Concrete Pavement 12 1/2-Inch	167,701.000 SY	_____.	_____.
0094	415.0410 Concrete Pavement Approach Slab	260.000 SY	_____.	_____.
0096	415.1100 Concrete Pavement HES 10-Inch	9,954.000 SY	_____.	_____.
0098	416.0610 Drilled Tie Bars	755.000 EACH	_____.	_____.
0100	416.0620 Drilled Dowel Bars	238.000 EACH	_____.	_____.
0102	416.1010 Concrete Surface Drains	8.000 CY	_____.	_____.
0104	416.1110 Concrete Shoulder Rumble Strips	45,349.000 LF	_____.	_____.
0106	450.4000 HMA Cold Weather Paving	2,062.000 TON	_____.	_____.
0108	455.0605 Tack Coat	5,651.000 GAL	_____.	_____.
0110	460.2000 Incentive Density HMA Pavement	16,540.000 DOL	1.00000	16,540.00
0112	460.7222 HMA Pavement 2 HT 58-28 S	13,080.000 TON	_____.	_____.
0114	460.7424 HMA Pavement 4 HT 58-28 H	4,326.000 TON	_____.	_____.
0116	460.7624 HMA Pavement 4 HT 58-28 V	6,683.000 TON	_____.	_____.
0118	465.0105 Asphaltic Surface	295.000 TON	_____.	_____.
0120	465.0400 Asphaltic Shoulder Rumble Strips	2,275.000 LF	_____.	_____.





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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0122	501.1000.S Ice Hot Weather Concreting	8,370.000 LB	_____.	_____.
0124	502.0100 Concrete Masonry Bridges	381.000 CY	_____.	_____.
0126	502.3200 Protective Surface Treatment	310.000 SY	_____.	_____.
0128	502.3210 Pigmented Surface Sealer	270.000 SY	_____.	_____.
0130	503.0146 Prestressed Girder Type I 45W-Inch	2,268.000 LF	_____.	_____.
0132	504.0100 Concrete Masonry Culverts	576.000 CY	_____.	_____.
0134	505.0400 Bar Steel Reinforcement HS Structures	82,360.000 LB	_____.	_____.
0136	505.0600 Bar Steel Reinforcement HS Coated Structures	185,680.000 LB	_____.	_____.
0138	505.0800.S Bar Steel Reinforcement HS Stainless Structures	2,140.000 LB	_____.	_____.
0140	506.2605 Bearing Pads Elastomeric Non-Laminated	40.000 EACH	_____.	_____.
0142	506.4000 Steel Diaphragms (structure) 700. B-13-0728	36.000 EACH	_____.	_____.
0144	509.5100.S Polymer Overlay	4,420.000 SY	_____.	_____.
0146	511.1100 Temporary Shoring	40,410.000 SF	_____.	_____.
0148	511.1200 Temporary Shoring (structure) 700. B-13-0728	1,350.000 SF	_____.	_____.
0150	511.1200 Temporary Shoring (structure) 800. C-13-3091	5,200.000 SF	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	516.0500 Rubberized Membrane Waterproofing	264.000 SY	_____.	_____.
0154	520.8000 Concrete Collars for Pipe	25.000 EACH	_____.	_____.
0156	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	1.000 EACH	_____.	_____.
0158	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	1.000 EACH	_____.	_____.
0160	521.1030 Apron Endwalls for Culvert Pipe Steel 30-Inch	3.000 EACH	_____.	_____.
0162	521.1036 Apron Endwalls for Culvert Pipe Steel 36-Inch	1.000 EACH	_____.	_____.
0164	521.1048 Apron Endwalls for Culvert Pipe Steel 48-Inch	1.000 EACH	_____.	_____.
0166	521.1060 Apron Endwalls for Culvert Pipe Steel 60-Inch	1.000 EACH	_____.	_____.
0168	521.1618 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 18-Inch 10 to 1	2.000 EACH	_____.	_____.
0170	521.1624 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 24-Inch 10 to 1	2.000 EACH	_____.	_____.
0172	521.2005.S Surface Drain Pipe Corrugated Metal Slotted (inch) 001. 18-Inch	391.000 LF	_____.	_____.
0174	521.3118 Culvert Pipe Corrugated Steel 18-Inch	24.000 LF	_____.	_____.
0176	521.3130 Culvert Pipe Corrugated Steel 30-Inch	44.000 LF	_____.	_____.
0178	521.3136 Culvert Pipe Corrugated Steel 36-Inch	20.000 LF	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	521.3148 Culvert Pipe Corrugated Steel 48-Inch	10.000 LF	_____.	_____.
0182	521.3160 Culvert Pipe Corrugated Steel 60-Inch	6.000 LF	_____.	_____.
0184	522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch	108.000 LF	_____.	_____.
0186	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	450.000 LF	_____.	_____.
0188	522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch	355.000 LF	_____.	_____.
0190	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	193.000 LF	_____.	_____.
0192	522.0412 Culvert Pipe Reinforced Concrete Class IV 12-Inch	26.000 LF	_____.	_____.
0194	522.0418 Culvert Pipe Reinforced Concrete Class IV 18-Inch	54.000 LF	_____.	_____.
0196	522.0448 Culvert Pipe Reinforced Concrete Class IV 48-Inch	287.000 LF	_____.	_____.
0198	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	2.000 EACH	_____.	_____.
0200	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	30.000 EACH	_____.	_____.
0202	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	7.000 EACH	_____.	_____.
0204	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	10.000 EACH	_____.	_____.



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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0206	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	2.000 EACH	_____.	_____.
0208	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	2.000 EACH	_____.	_____.
0210	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	2.000 EACH	_____.	_____.
0212	524.0618 Apron Endwalls for Culvert Pipe Salvaged 18-Inch	1.000 EACH	_____.	_____.
0214	524.0624 Apron Endwalls for Culvert Pipe Salvaged 24-Inch	1.000 EACH	_____.	_____.
0216	550.1100 Piling Steel HP 10-Inch X 42 Lb	3,900.000 LF	_____.	_____.
0218	603.1132 Concrete Barrier Type S32	190.000 LF	_____.	_____.
0220	603.1142 Concrete Barrier Type S42	25,042.000 LF	_____.	_____.
0222	603.1456 Concrete Barrier Type S56C	1,078.000 LF	_____.	_____.
0224	603.3559 Concrete Barrier Transition Type S42 to S56	1.000 EACH	_____.	_____.
0226	603.8000 Concrete Barrier Temporary Precast Delivered	67,680.000 LF	_____.	_____.
0228	603.8125 Concrete Barrier Temporary Precast Installed	70,136.000 LF	_____.	_____.
0230	604.0500 Slope Paving Crushed Aggregate	850.000 SY	_____.	_____.
0232	606.0200 Riprap Medium	323.000 CY	_____.	_____.
0234	606.0300 Riprap Heavy	299.000 CY	_____.	_____.



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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

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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
0236	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	49.000 LF	_____.	_____.
0238	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,130.500 LF	_____.	_____.
0240	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	3,194.000 LF	_____.	_____.
0242	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	541.000 LF	_____.	_____.
0244	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	688.000 LF	_____.	_____.
0246	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	183.000 LF	_____.	_____.
0248	611.0420 Reconstructing Manholes	1.000 EACH	_____.	_____.
0250	611.0530 Manhole Covers Type J	3.000 EACH	_____.	_____.
0252	611.0606 Inlet Covers Type B	20.000 EACH	_____.	_____.
0254	611.0610 Inlet Covers Type BW	52.000 EACH	_____.	_____.
0256	611.0642 Inlet Covers Type MS	35.000 EACH	_____.	_____.
0258	611.0654 Inlet Covers Type V	1.000 EACH	_____.	_____.
0260	611.2004 Manholes 4-FT Diameter	1.000 EACH	_____.	_____.
0262	611.2005 Manholes 5-FT Diameter	4.000 EACH	_____.	_____.
0264	611.2006 Manholes 6-FT Diameter	1.000 EACH	_____.	_____.



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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0266	611.2008 Manholes 8-FT Diameter	1.000 EACH	_____.	_____.
0268	611.3003 Inlets 3-FT Diameter	2.000 EACH	_____.	_____.
0270	611.3004 Inlets 4-FT Diameter	6.000 EACH	_____.	_____.
0272	611.3220 Inlets 2x2-FT	26.000 EACH	_____.	_____.
0274	611.3225 Inlets 2x2.5-FT	49.000 EACH	_____.	_____.
0276	611.3901 Inlets Median 1 Grate	26.000 EACH	_____.	_____.
0278	611.3902 Inlets Median 2 Grate	4.000 EACH	_____.	_____.
0280	612.0106 Pipe Underdrain 6-Inch	12,406.000 LF	_____.	_____.
0282	612.0212 Pipe Underdrain Unperforated 12-Inch	97.000 LF	_____.	_____.
0284	612.0406 Pipe Underdrain Wrapped 6-Inch	230.000 LF	_____.	_____.
0286	614.0150 Anchor Assemblies for Steel Plate Beam Guard	2.000 EACH	_____.	_____.
0288	614.0800 Crash Cushions Permanent	2.000 EACH	_____.	_____.
0290	614.0905 Crash Cushions Temporary	10.000 EACH	_____.	_____.
0292	614.2300 MGS Guardrail 3	375.000 LF	_____.	_____.
0294	614.2500 MGS Thrie Beam Transition	354.600 LF	_____.	_____.
0296	614.2610 MGS Guardrail Terminal EAT	9.000 EACH	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0298	614.2620 MGS Guardrail Terminal Type 2	1.000 EACH	_____.	_____.
0300	616.0100 Fence Woven Wire (height) 001. 4-FT	24,972.000 LF	_____.	_____.
0302	616.0700.S Fence Safety	12,055.000 LF	_____.	_____.
0304	618.0100 Maintenance And Repair of Haul Roads (project) 002. ID 1007-12-75	1.000 EACH	_____.	_____.
0306	619.1000 Mobilization	1.000 EACH	_____.	_____.
0308	624.0100 Water	1,642.000 MGAL	_____.	_____.
0310	625.0500 Salvaged Topsoil	346,435.000 SY	_____.	_____.
0312	627.0200 Mulching	205,332.000 SY	_____.	_____.
0314	628.1104 Erosion Bales	6,301.000 EACH	_____.	_____.
0316	628.1504 Silt Fence	25,595.000 LF	_____.	_____.
0318	628.1520 Silt Fence Maintenance	25,595.000 LF	_____.	_____.
0320	628.1905 Mobilizations Erosion Control	12.000 EACH	_____.	_____.
0322	628.1910 Mobilizations Emergency Erosion Control	12.000 EACH	_____.	_____.
0324	628.1920 Cleaning Sediment Basins	863.000 CY	_____.	_____.
0326	628.2004 Erosion Mat Class I Type B	125,334.000 SY	_____.	_____.
0328	628.2008 Erosion Mat Urban Class I Type B	41,844.000 SY	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0330	628.5505 Polyethylene Sheeting	1,970.000 SY	_____.	_____.
0332	628.6505 Soil Stabilizer Type A	6.000 ACRE	_____.	_____.
0334	628.6510 Soil Stabilizer Type B	6.000 ACRE	_____.	_____.
0336	628.7005 Inlet Protection Type A	75.000 EACH	_____.	_____.
0338	628.7010 Inlet Protection Type B	125.000 EACH	_____.	_____.
0340	628.7020 Inlet Protection Type D	27.000 EACH	_____.	_____.
0342	628.7504 Temporary Ditch Checks	6,145.000 LF	_____.	_____.
0344	628.7555 Culvert Pipe Checks	62.000 EACH	_____.	_____.
0346	628.7560 Tracking Pads	18.000 EACH	_____.	_____.
0348	628.7570 Rock Bags	1,972.000 EACH	_____.	_____.
0350	629.0205 Fertilizer Type A	233.500 CWT	_____.	_____.
0352	630.0110 Seeding Mixture No. 10	5,245.000 LB	_____.	_____.
0354	630.0130 Seeding Mixture No. 30	2,284.000 LB	_____.	_____.
0356	630.0200 Seeding Temporary	181.000 LB	_____.	_____.
0358	633.0100 Delineator Posts Steel	71.000 EACH	_____.	_____.
0360	633.0500 Delineator Reflectors	89.000 EACH	_____.	_____.
0362	633.1000 Delineators Barrier Wall	52.000 EACH	_____.	_____.





## Proposal Schedule of Items

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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0364	633.5200 Markers Culvert End	65.000 EACH	_____.	_____.
0366	634.0616 Posts Wood 4x6-Inch X 16-FT	60.000 EACH	_____.	_____.
0368	634.0618 Posts Wood 4x6-Inch X 18-FT	3.000 EACH	_____.	_____.
0370	636.0100 Sign Supports Concrete Masonry	78.000 CY	_____.	_____.
0372	636.1500 Sign Supports Steel Coated Reinforcement HS	12,080.000 LB	_____.	_____.
0374	637.2210 Signs Type II Reflective H	1,713.000 SF	_____.	_____.
0376	638.2101 Moving Signs Type I	6.000 EACH	_____.	_____.
0378	638.2102 Moving Signs Type II	85.000 EACH	_____.	_____.
0380	638.2601 Removing Signs Type I	1.000 EACH	_____.	_____.
0382	638.2602 Removing Signs Type II	28.000 EACH	_____.	_____.
0384	638.3000 Removing Small Sign Supports	44.000 EACH	_____.	_____.
0386	638.3150 Removing Overhead Sign Supports Cantilever (structure) 950. S-13-156	1.000 EACH	_____.	_____.
0388	638.3155 Removing Overhead Sign Supports Full Span (structure) 950. S-13-137	1.000 EACH	_____.	_____.
0390	638.4000 Moving Small Sign Supports	39.000 EACH	_____.	_____.
0392	638.4100 Moving Structural Steel Sign Supports	6.000 EACH	_____.	_____.
0394	641.6600 Sign Bridge (structure) 950. S-13-503	LS	LUMP SUM	_____.



## Proposal Schedule of Items

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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0396	641.6600 Sign Bridge (structure) 951. S-13-504	LS	LUMP SUM	_____.
0398	641.6600 Sign Bridge (structure) 952. S-13-505	LS	LUMP SUM	_____.
0400	643.0300 Traffic Control Drums	134,001.000 DAY	_____.	_____.
0402	643.0420 Traffic Control Barricades Type III	3,435.000 DAY	_____.	_____.
0404	643.0705 Traffic Control Warning Lights Type A	11,182.000 DAY	_____.	_____.
0406	643.0715 Traffic Control Warning Lights Type C	9,731.000 DAY	_____.	_____.
0408	643.0800 Traffic Control Arrow Boards	1,372.000 DAY	_____.	_____.
0410	643.0900 Traffic Control Signs	48,676.000 DAY	_____.	_____.
0412	643.0910 Traffic Control Covering Signs Type I	6.000 EACH	_____.	_____.
0414	643.0920 Traffic Control Covering Signs Type II	5.000 EACH	_____.	_____.
0416	643.1000 Traffic Control Signs Fixed Message	7.500 SF	_____.	_____.
0418	643.1050 Traffic Control Signs PCMS	3,114.000 DAY	_____.	_____.
0420	643.1055.S Truck or Trailer Mounted Attenuator	40.000 DAY	_____.	_____.
0422	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0424	645.0105 Geotextile Type C	1,120.000 SY	_____.	_____.
0426	645.0111 Geotextile Type DF Schedule A	7,058.000 SY	_____.	_____.
0428	645.0120 Geotextile Type HR	1,707.000 SY	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0430	645.0220 Geogrid Type SR	17,350.000 SY	_____.	_____.
0432	646.1020 Marking Line Epoxy 4-Inch	5,020.000 LF	_____.	_____.
0434	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	43,481.000 LF	_____.	_____.
0436	646.1555 Marking Line Grooved Contrast Permanent Tape 4-Inch	12,958.000 LF	_____.	_____.
0438	646.3555 Marking Line Grooved Contrast Permanent Tape 8-Inch	1,638.000 LF	_____.	_____.
0440	646.4520 Marking Line Same Day Epoxy 4-Inch	26,189.000 LF	_____.	_____.
0442	646.5020 Marking Arrow Epoxy	3.000 EACH	_____.	_____.
0444	646.6464 Cold Weather Marking Epoxy 4-Inch	30,060.000 LF	_____.	_____.
0446	646.9000 Marking Removal Line 4-Inch	6,360.000 LF	_____.	_____.
0448	646.9010 Marking Removal Line Water Blasting 4-Inch	81,780.000 LF	_____.	_____.
0450	646.9300 Marking Removal Special Marking	3.000 EACH	_____.	_____.
0452	649.0105 Temporary Marking Line Paint 4-Inch	41,396.000 LF	_____.	_____.
0454	649.0120 Temporary Marking Line Epoxy 4-Inch	166,085.000 LF	_____.	_____.
0456	649.0150 Temporary Marking Line Removable Tape 4-Inch	300.000 LF	_____.	_____.
0458	649.0155 Temporary Marking Line Removable Contrast Tape 4-Inch	7,900.000 LF	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0460	649.0220 Temporary Marking Line Epoxy 8-Inch	3,790.000 LF	_____.	_____.
0462	649.0760 Temporary Marking Raised Pavement Marker Type I	1,507.000 EACH	_____.	_____.
0464	652.0125 Conduit Rigid Metallic 2-Inch	25.000 LF	_____.	_____.
0466	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	772.000 LF	_____.	_____.
0468	652.0605 Conduit Special 2-Inch	522.000 LF	_____.	_____.
0470	653.0164 Pull Boxes Non-Conductive 24x42-Inch	6.000 EACH	_____.	_____.
0472	653.0222 Junction Boxes 18x12x6-Inch	2.000 EACH	_____.	_____.
0474	654.0105 Concrete Bases Type 5	1.000 EACH	_____.	_____.
0476	655.0625 Electrical Wire Lighting 6 AWG	1,701.000 LF	_____.	_____.
0478	656.0200 Electrical Service Meter Breaker Pedestal (location) 401. SDS-13-0136	LS	LUMP SUM	_____.
0480	656.0200 Electrical Service Meter Breaker Pedestal (location) 402. SDS-13-0138	LS	LUMP SUM	_____.
0482	656.0500 Electrical Service Breaker Disconnect Box (location) 401. SDS-13-0138	LS	LUMP SUM	_____.
0484	656.0500 Electrical Service Breaker Disconnect Box (location) 402. SDS-13-0138	LS	LUMP SUM	_____.
0486	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	1.000 EACH	_____.	_____.
0488	657.0322 Poles Type 5-Aluminum	1.000 EACH	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0490	670.0100 Field System Integrator	LS	LUMP SUM	_____.
0492	670.0200 ITS Documentation	LS	LUMP SUM	_____.
0494	671.0132 Conduit HDPE 3-Duct 2-Inch	11,435.000 LF	_____.	_____.
0496	671.0232 Conduit HDPE Directional Bore 3-Duct 2-Inch	320.000 LF	_____.	_____.
0498	673.0110 Communication Vault Type Round	7.000 EACH	_____.	_____.
0500	673.0200 Tracer Wire Marker Posts	7.000 EACH	_____.	_____.
0502	673.0225.S Install Pole Mounted Cabinet	2.000 EACH	_____.	_____.
0504	675.0300 Install Mounted Controller Microwave Detector Assembly	2.000 EACH	_____.	_____.
0506	678.0012 Install Fiber Optic Cable Outdoor Plant 12-CT	1,493.000 LF	_____.	_____.
0508	678.0072 Install Fiber Optic Cable Outdoor Plant 72-CT	77,279.000 LF	_____.	_____.
0510	678.0200 Fiber Optic Splice Enclosure	8.000 EACH	_____.	_____.
0512	678.0300 Fiber Optic Splice	732.000 EACH	_____.	_____.
0514	678.0400 Fiber Optic Termination	60.000 EACH	_____.	_____.
0516	678.0500 Communication System Testing	LS	LUMP SUM	_____.
0518	678.0600 Install Ethernet Switches	6.000 EACH	_____.	_____.
0520	690.0150 Sawing Asphalt	12,779.000 LF	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0522	690.0250 Sawing Concrete	3,420.000 LF	_____.	_____.
0524	715.0415 Incentive Strength Concrete Pavement	54,061.800 DOL	1.00000	54,061.80
0526	715.0502 Incentive Strength Concrete Structures	10,146.000 DOL	1.00000	10,146.00
0528	740.0440 Incentive IRI Ride	38,620.000 DOL	1.00000	38,620.00
0530	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	3,200.000 HRS	5.00000	16,000.00
0532	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	6,000.000 HRS	5.00000	30,000.00
0534	SPV.0005 Special 500. Pre-planting Vegetation Treatment	24.500 ACRE	_____.	_____.
0536	SPV.0005 Special 501. Seed Bed Preparation	13.000 ACRE	_____.	_____.
0538	SPV.0035 Special 001. Roadway Embankment	97,895.000 CY	_____.	_____.
0540	SPV.0035 Special 700. High Performance Concrete (HPC) Masonry Structures	734.000 CY	_____.	_____.
0542	SPV.0060 Special 001. Baseline CPM Progress Schedule	1.000 EACH	_____.	_____.
0544	SPV.0060 Special 002. CPM Progress Schedule Updates and Accepted Revisions	14.000 EACH	_____.	_____.
0546	SPV.0060 Special 003. Roadway Cleanup	9.000 EACH	_____.	_____.
0548	SPV.0060 Special 004. Test Pits	10.000 EACH	_____.	_____.
0550	SPV.0060 Special 005. Department Owned Field Office Equipment and Maintenance	1.000 EACH	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0552	SPV.0060 Special 006. Repair State Owned Energy Absorbing Terminal (EAT)	2.000 EACH	_____.	_____.
0554	SPV.0060 Special 007. Emergency Response to Traffic Incident Involving Guardrail or EAT	4.000 EACH	_____.	_____.
0556	SPV.0060 Special 008. Emergency Access Gate	1.000 EACH	_____.	_____.
0558	SPV.0060 Special 009. Access Gate 6-FT	2.000 EACH	_____.	_____.
0560	SPV.0060 Special 010. Emergency Response to Pavement Repairs	2.000 EACH	_____.	_____.
0562	SPV.0060 Special 100. Fastening Sewer Access Covers	8.000 EACH	_____.	_____.
0564	SPV.0060 Special 201. Install Department Furnished Crash Cushion Low Maintenance	2.000 EACH	_____.	_____.
0566	SPV.0060 Special 202. Repair State Owned Crash Cushion	2.000 EACH	_____.	_____.
0568	SPV.0060 Special 203. Repair State Owned Crash Cushion Low Maintenance	2.000 EACH	_____.	_____.
0570	SPV.0060 Special 204. Emergency Response to Traffic Incident Involving Conc Barrier Temp Precast	7.000 EACH	_____.	_____.
0572	SPV.0060 Special 205. Emergency Response to Traffic Incident Involving Crash Cushion	3.000 EACH	_____.	_____.
0574	SPV.0060 Special 401. Install Radio	4.000 EACH	_____.	_____.
0576	SPV.0060 Special 402. Salvage Cellular Modem	5.000 EACH	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0578	SPV.0060 Special 500. Native Seed Surveillance and Care Cycles	8.000 EACH	_____.	_____.
0580	SPV.0060 Special 501. Delineator Post Steel Modified	16.000 EACH	_____.	_____.
0582	SPV.0060 Special 502. Planting Living Snow Fence	13,711.000 EACH	_____.	_____.
0584	SPV.0085 Special 500. Seeding Native Mix N1	15.000 LB	_____.	_____.
0586	SPV.0085 Special 501. Seeding Native Mix N2	125.000 LB	_____.	_____.
0588	SPV.0090 Special 001. Concrete Pavement Joint Sealing	24,696.000 LF	_____.	_____.
0590	SPV.0090 Special 002. Furnishing Temporary Snow Fence	8,300.000 LF	_____.	_____.
0592	SPV.0090 Special 003. Installing Temporary Snow Fence	8,300.000 LF	_____.	_____.
0594	SPV.0090 Special 004. Repair State Owned Guardrail	300.000 LF	_____.	_____.
0596	SPV.0090 Special 005. Fill Existing Rumble Strips	860.000 LF	_____.	_____.
0598	SPV.0090 Special 006. Clean and Seal Joint	80.000 LF	_____.	_____.
0600	SPV.0090 Special 150. Compost Tube	5,716.000 LF	_____.	_____.
0602	SPV.0090 Special 200. Maintenance and Removal of Conc Barrier Temporary Precast L.I.P. by Others	3,080.000 LF	_____.	_____.
0604	SPV.0090 Special 201. Concrete Barrier Temporary Precast Left in Place	2,174.000 LF	_____.	_____.





## Proposal Schedule of Items

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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0606	SPV.0090 Special 202. Traffic Control Gawk Screen Furnished	1,100.000 LF	_____.	_____.
0608	SPV.0090 Special 203. Traffic Control Gawk Screen Installed	1,100.000 LF	_____.	_____.
0610	SPV.0090 Special 204. Traffic Control Glare Screen Furnished	1,200.000 LF	_____.	_____.
0612	SPV.0090 Special 205. Traffic Control Glare Screen Installed	1,200.000 LF	_____.	_____.
0614	SPV.0090 Special 206. Repair State Owned Concrete Barrier Temporary Precast	250.000 LF	_____.	_____.
0616	SPV.0090 Special 401. Pre-terminated Fiber Optic Cable 12-ct	310.000 LF	_____.	_____.
0618	SPV.0105 Special 001. Concrete Pavement Joint Layout Project 1007-12-75	LS	LUMP SUM	_____.
0620	SPV.0105 Special 002. Survey Project 1007-12-74	LS	LUMP SUM	_____.
0622	SPV.0105 Special 003. Survey Project 1007-12-75 with Optional AMG for Concrete Pavement and Base	LS	LUMP SUM	_____.
0624	SPV.0105 Special 150. Temporary Sand Bag Dike (C-13-3091)	LS	LUMP SUM	_____.
0626	SPV.0105 Special 401. Relocate Bluetooth Detector	LS	LUMP SUM	_____.
0628	SPV.0165 Special 150. Storm Sewer Treatment Filter Strip	126,552.000 SF	_____.	_____.
0630	SPV.0165 Special 700. Longitudinal Grooving Bridge Deck	2,400.000 SF	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0632	SPV.0180	24,383.000		
	Special 500. Weeding Barrier Fabric	SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**





## Wisconsin Department of Transportation

June 24, 2019

### Division of Transportation Systems Development

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631  
Facsimile (FAX): (608) 266-8459

### NOTICE TO ALL CONTRACTORS:

**Proposal #02: 1007-12-74, WISC 2019 497**  
**Illinois State Line - Madison**  
**CTH AB to USH 12/18 Incthg -**  
**Temp**  
**IH 39**  
**Dane County**

**1007-12-75, WISC 2019 498**  
**Illinois State Line - Madison**  
**CTH AB to USH 12/18 Incthg -**  
**Recste**  
**IH 39**  
**Dane County**

### Letting of July 9, 2019

This is Addendum No. 01, which provides for the following:

#### Special Provisions:

Revised Special Provisions	
Article No.	Description
3	Prosecution and Progress
7	Utilities
100	Temporary Sand Bag Dick (C-13-3091), Item SPV.0105.150

Added Special Provisions	
Article No.	Description
105	Concrete Barrier Temporary Precast Installed
106	Concrete Barrier Temporary Precast Delivered - Department Owned, Item SPV.0090.207
107	Removing Department-Owned Concrete Barrier Precast, Item SPV.0090.208

Deleted Special Provisions	
Article No.	Description
92	Concrete Barrier Temporary Precast Left in Place, Item SPV.0090.201

**Schedule of Items:**

<b>Revised Bid Item Quantities</b>					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
603.8000	Concrete Barrier Temporary Precast Delivered	LF	67,680	-6,474	59,804
608.0430	Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	LF	688	2	690

<b>Added Bid Item Quantities: 1007-12-74</b>					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
SPV.0090.207	Concrete Barrier Temporary Precast Delivered - Department Owned	LF	0	10,050	10,050
SPV.0090.208	Removing Department-Owned Concrete Barrier Precast	LF	0	7,876	7,876

<b>Deleted Bid Item Quantities</b>					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
SPV.0090.201	Concrete Barrier Temporary Precast Left in Place	LF	2,174	-2,174	0

**Plan Sheets:**

<b>Revised Plan Sheets: 1007-12-74</b>	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
3	Project Overview (updated end construction limit)
28	Typical Finished Sections (updated typical stationing)
39-40	Removals (updated hatching depicting removal area)
59-60	Plan Details (updated pavement grades and hatching depicting work area)
122	Alignment Diagram (updated end construction limit)
141	Miscellaneous Quantities (updated temporary barrier quantities)
168	Plan and Profile: Northbound (updated hatching depicting work area)
169	Plan and Profile: Northbound Crossover (updated hatching depicting work area)
169	Plan and Profile: Southbound Crossover (updated hatching depicting work area)
312-313	Cross Sections: Northbound (updated to reflect additional work)

<b>Added Plan Sheets: 1007-12-74</b>	
Plan Sheet	Plan Sheet Title (brief description of why sheet was added)
168A	Plan and Profile: Northbound (added to show end construction limit)
313A-313C	Cross Sections: Northbound (added to reflect additional work)

<b>Revised</b> Plan Sheets: 1007-12-75	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
124	Storm Sewer (updated to reflect storm sewer elevation revisions)
292	Miscellaneous Quantities (updated to reflect storm sewer pipe revisions)
294	Miscellaneous Quantities (updated to reflect storm sewer pipe revisions)
296	Miscellaneous Quantities (updated to reflect storm sewer structure revisions)
304	Miscellaneous Quantities (updated to reflect temporary barrier revisions)

<b>Added</b> Plan Sheets: 1007-12-75	
Plan Sheet	Plan Sheet Title (brief description of why sheet was added)
76A	Plan Details – Stage 2A (added to reflect pavement grades)

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**  
**1007-12-74 & 1007-12-75**  
**June 24, 2019**

**Special Provisions**

**3. Prosecution and Progress**

*Insert the following after paragraph two in section titled **B Work Restrictions**:*

A minimum 4-foot fill must be maintained atop Flint Hills Resource's gas facility when equipment is operating/crossing over this facility.

**7. Utilities**

*Replace entire subsection titled **Flint Hills Resource – Gas** under section titled **Project 1007-12-74** with the following:*

**Flint Hills Resource - Gas**

Flint Hills Resource – Gas has an existing underground facility crossing IH 39 at Station 534+00 'TNB'. No conflicts are anticipated. The contractor shall exercise caution when working near this facility.

Contact Flint Hills Resource's field contact 3 days in advance of any work within 25 feet of this gas facility to schedule a Flint Hills Resource watchdog to be on site during work activities.

The field contact for Flint Hills Resource is Elizabeth Bartley, 13775 Clark Road, Rosemount, MN, 55068, telephone (612) 244-9950, email [Elizabeth.Bartley@FHR.com](mailto:Elizabeth.Bartley@FHR.com)

*Replace entire subsection titled **Flint Hills Resource – Gas** under section titled **Project 1007-12-75** with the following:*

**Flint Hills Resource - Gas**

Flint Hills Resource – Gas has an existing underground facility crossing IH 39 at Station 2534+00 'SB', where the work is. No conflicts are anticipated. The contractor shall exercise caution when working near this facility.

Contact Flint Hills Resource's field contact 3 days in advance of any work within 25' of their gas facility to schedule a Flint Hills Resource watchdog to be on site during work activities.

The field contact for Flint Hills Resource is Elizabeth Bartley, 13775 Clark Road, Rosemount, MN, 55068, telephone (612) 244-9950, email [Elizabeth.Bartley@FHR.com](mailto:Elizabeth.Bartley@FHR.com)

**92. DELETED**

**100. Temporary Sand Bag Dick (C-13-3091), Item SPV.0105.150**

*Replace title with the following:*

**Temporary Sand Bag Dike (C-13-3091), Item SPV.0105.150**



**105. Concrete Barrier Temporary Precast Installed.**

*Replace standard spec 603.3.2.3 (1) with the following:*

- (1) Under the Concrete Barrier Temporary Precast Installed bid item, install Contractor owned and Department owned temporary barrier in contract-identified locations or as the engineer directs. Also make contract-identified or engineer-directed moves that do not require trucking and reinstall at those new locations.

**106. Concrete Barrier Temporary Precast Delivered - Department Owned, Item SPV.0090.207.**

**A Description**

This special provision describes delivering department owned concrete barrier temporary precast according to standard spec 603.

**B (Vacant)**

**C Construction**

Deliver department owned temporary barrier to worksites within the project. Delivering department owned temporary barrier includes loading, hauling, and delivery of department owned temporary barrier, located within twenty miles of the project, to worksites within the project.

Concrete Barrier Temporary Precast Delivered - Department Owned remains the property of the department upon project completion.

**D Measurement**

The department will measure Concrete Barrier Temporary Precast Delivered - Department Owned in length 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.0090.207	Concrete Barrier Temporary Precast Delivered - Department Owned	LF

Payment is full compensation for loading, hauling, and delivery of department owned concrete barrier temporary precast to worksites within the project.

**107. Removing Department-Owned Concrete Barrier Precast, Item SPV.0090.208.**

**A Description**

This provision describes handling of existing on-site department-owned concrete precast barrier when no longer needed for the project work activities.

**B (Vacant)**

**C Construction**

Remove and stockpile the department-owned concrete precast barrier to the Beltline Interchange infield, located outside the 36-foot clear zone and the limits of work operations, at a location approved by the engineer. If the engineer reviews the concrete barrier precast and determines it is not useful, dispose of the concrete barrier precast.

**D Measurement**

The department will measure Removing Department-Owned Concrete Barrier Precast in length by 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.0090.208	Removing Department-Owned Concrete Barrier Precast	LF

Payment is full compensation for removing, hauling, disposing, and stockpiling.

**Schedule of Items**

Attached, dated June 24, 2019, are the revised Schedule of Items Pages 8, 9, and 20 – 22.

**Plan Sheets**

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised:

1007-12-74: 3, 28, 39, 40, 59, 60, 122, 141, 168, 169, 170, 312, and 313.

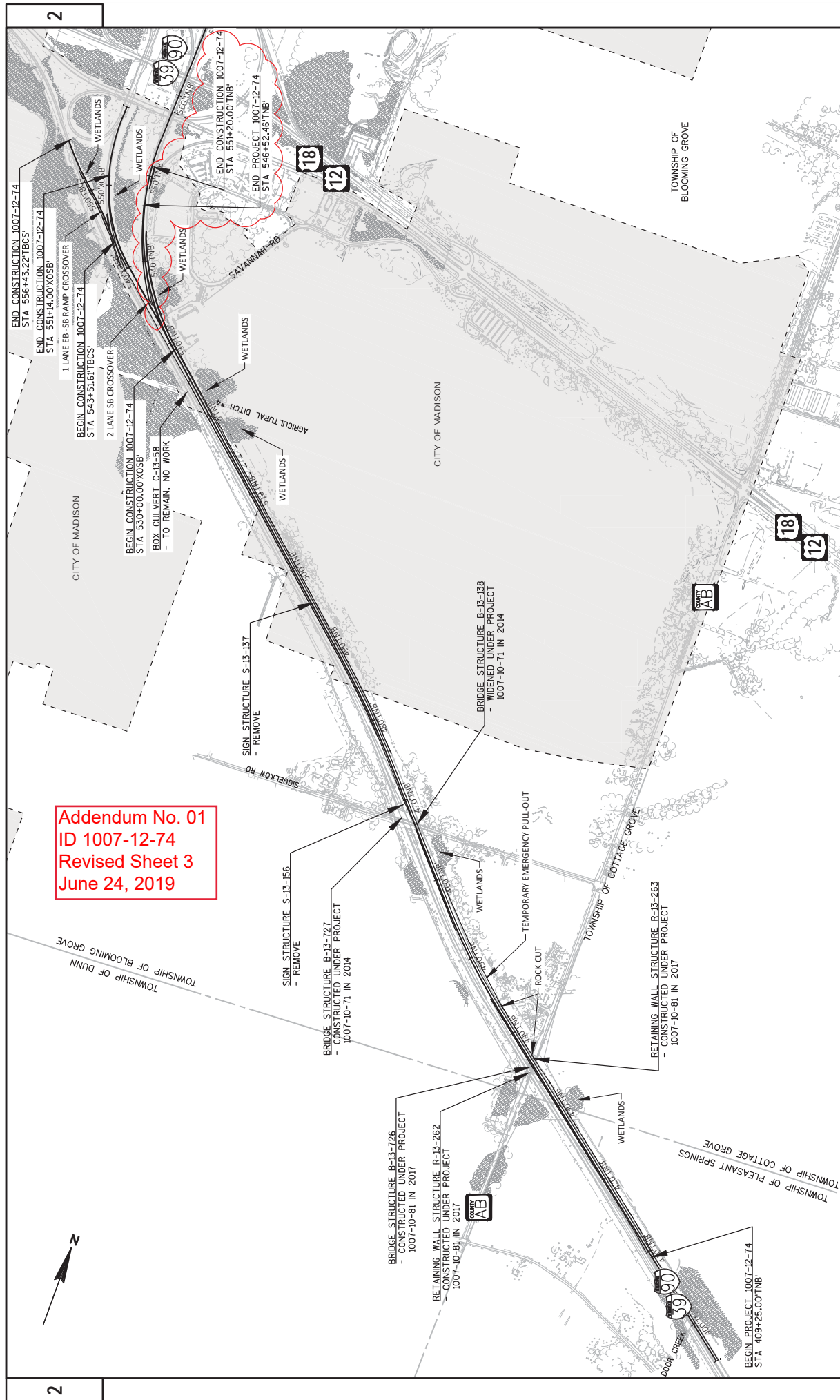
1007-12-75: 124, 292, 294, 296, and 304.

Added:

1007-12-74: 168A, and 313A-C.

1007-12-75: 76A

END OF ADDENDUM

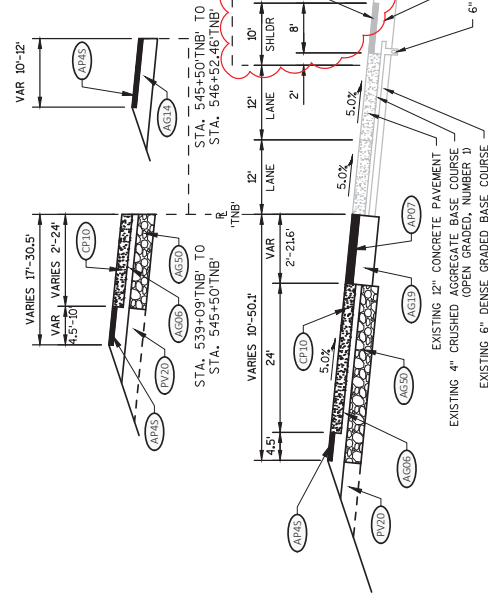


PROJECT NO: 1007-12-74	Hwy: IH 39	COUNTY: DANE	PROJECT OVERVIEW	SHEET 3	E
FILE NAME: V:\TRANS-MD4\10795_3990 SOUTH LEG\3D\SHETS\PLAN\1007-12-74\1007-12-74_1007_2_P.DWG	DATE: 6/14/2019 2:25 PM	DESIGNER: MARK	1 IN 1000 FT	W5507/CADDS SHEET 42	
LAYOUT NAME: 01					

AG01	BASE AGGREGATE DENSE 3/4" INCH
AG06	6" BASE AGGREGATE DENSE 1 1/4" INCH
AG10	10" BASE AGGREGATE DENSE 1 1/4" INCH
AG17	17" BASE AGGREGATE DENSE 1 1/4" INCH
AG19	19" BASE AGGREGATE DENSE 1 1/4" INCH
AG25	25" SELECT CRUSHED MATERIAL SINGLE LAYER 1/4" DEEP FINI
AP05	PAVEMENT 5.25" INCH 2" TOPPER LAYER 4 HRS 20-30 V
AP06	PAVEMENT 6" INCH 2" TOPPER LAYER 4 HRS 20-30 V
AP07	PAVEMENT 6.75" INCH 4" TOPPER LAYER 1/4" DEEP FINI
AP08	PAVEMENT 6.75" INCH 4.25" TOPPER LAYER 2" DEEP FINI
CP10	CONCRETE PAVEMENT 10" INCH
CB08	CONCRETE BARRIER TEMPORARY PRECAST
CV13	SAFETY EDGE PRECAST 800#
CV20	CONSTRUCT RELIEF TRENCHES AT DITCH SAG POINTS OR EVERY 250'
SW02	SAWING ASPHALT
SW03	SAWING CONCRETE



STA. 525+00'TNB' TO STA. 532+56'TNB'  
 \* STA. 525+00'TNB' TO STA. 526+00'TNB'  
 \*\* STA. 526+00'TNB' TO STA. 532+56'TNB'  
 \*\*\* STA. 525+00'TNB' TO STA. 530+00'TNB'  
 \*\*\*\* STA. 530+00'TNB' TO STA. 530+43'TNB'  
 \*\*\*\*\* STA. 530+43'TNB' TO STA. 532+56'TNB'  
 \*\*\*\*\* STA. 532+56'TNB' TO STA. 532+56'XOSBY'  
 \*\*\*\*\* STA. 532+56'XOSBY' TO STA. 532+56'XOSBY'

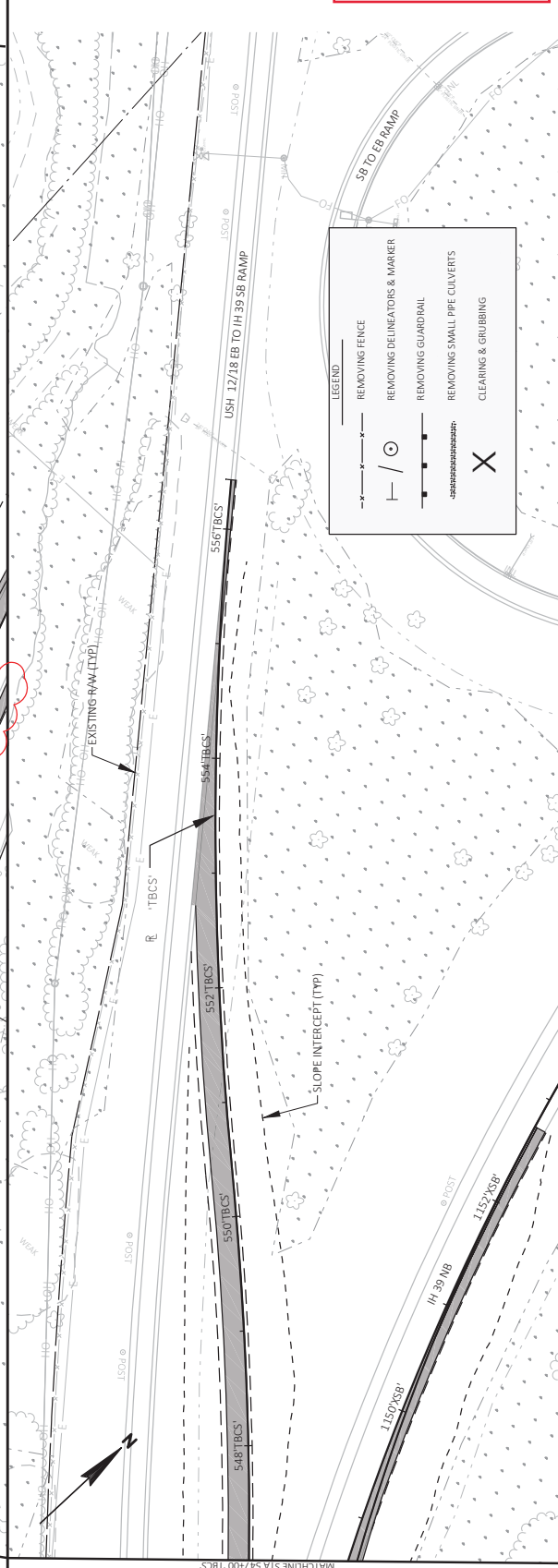


**NOTE:**  
SCREENED ELEMENTS ARE EXISTING AND  
WILL REMAIN UNLESS NOTED OTHERWISE

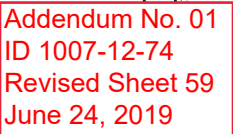
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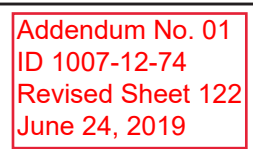


Addendum No. 01  
ID 1007-12-74  
Revised Sheet 40  
June 24, 2019









## CONCRETE BARRIER TEMPORARY ITEMS

STA	TO	STA	OFFSET	ALIGN	LF	DELIVERED	INSTALLED	DELIVERED	PINNED**	REMARKS
<b>STAGE 1</b>										
410+00	-	415+00	LT	TNB	0	500	500	500	-	ALONG MEDIAN
415+00	-	466+27	LT	TNB	0	5127	5127	5127	5127	ALONG MEDIAN
467+71	-	514+50	LT	TNB	3131	4679	1548	4679	4679	
524+50	-	547+80	LT	TNB	2330	2330	-	-	-	
1126+75	-	1161+00	RT	XSB	3425	3425	-	3425	3425	ALONG SB MEDIAN
<b>STAGE 1 SUBTOTAL</b>					8886	16061	7175	13231		
<b>STAGE 2</b>										
408+00	-	445+00	RT	TNB	3700	3700	-	3700	3700	
445+00	-	482+00	RT	TNB	3700	3700	-	-	-	
482+00	-	517+00	RT	TNB	3500	3500	-	3500	3500	
517+00	-	526+00	RT	TNB	900	900	-	-	-	
526+00	-	534+68	RT	TNB	868	868	-	868	868	
433+00	-	437+75	RT	TNB	475	475	-	475	475	CTH AB
451+85	-	460+25	RT	TNB	838	838	-	838	838	SIGGELKOW
<b>STAGE 2 SUBTOTAL</b>					13981	13981	0	9381		
<b>CATEGORY 1000 PROJECT TOTAL</b>					22867	30042	0	22612		
<b>CATEGORY 1800 PROJECT TOTAL</b>					0	0	7175	0		

NOTE: PINNED BARRIER LOCATIONS APPROXIMATE. OTHER LOCATIONS MAY REQUIRE PINNING IN ACCORDANCE TO SDD CONCRETE BARRIER TEMPORARY PRECAST, 12'-6".

\*\*\*NON-BID ITEM: FOR INFORMATION ONLY

## MAINTENANCE AND REMOVAL OF CONCRETE BARRIER TEMPORARY PRECAST LEFT IN PLACE ITEMS

STAGE 2	LOCATION	EACH	LF
UNDISTRIBUTED		1	300
<b>STAGE 2 SUBTOTAL</b>			
		1	300
<b>CATEGORY 1000 PROJECT TOTAL</b>			
		1	300

SPV.0090.200

204.9060.S.200

REMOVING  
CRASH CUSHIONS

MAINTENANCE AND REMOVAL  
OF CONCRETE BARRIER TEMPORARY  
PRECAST LEFT IN PLACE BY OTHERS

## CRASH CUSHIONS

614.0905 SPV.0060.201											
CRASH CUSHIONS		INSTALL DEPARTMENT		FURNISHED CRASH CUSHION		BACK WIDTH		OBJECT MARKING		CRASH TEST	
TEMPORARY	EACH	STAGE	EACH	LOW MAINTENANCE	EACH	FEET	WIDTH	PATTERN	LEVEL	TRAFFIC DIRECTION	TRAFFIC LOCATION

Addendum No. 01  
ID 1007-12-74  
Revised Sheet 141  
June 24, 2019

PROJECT NO: 1007-12-74

HWY: IH 39

COUNTY: DANE

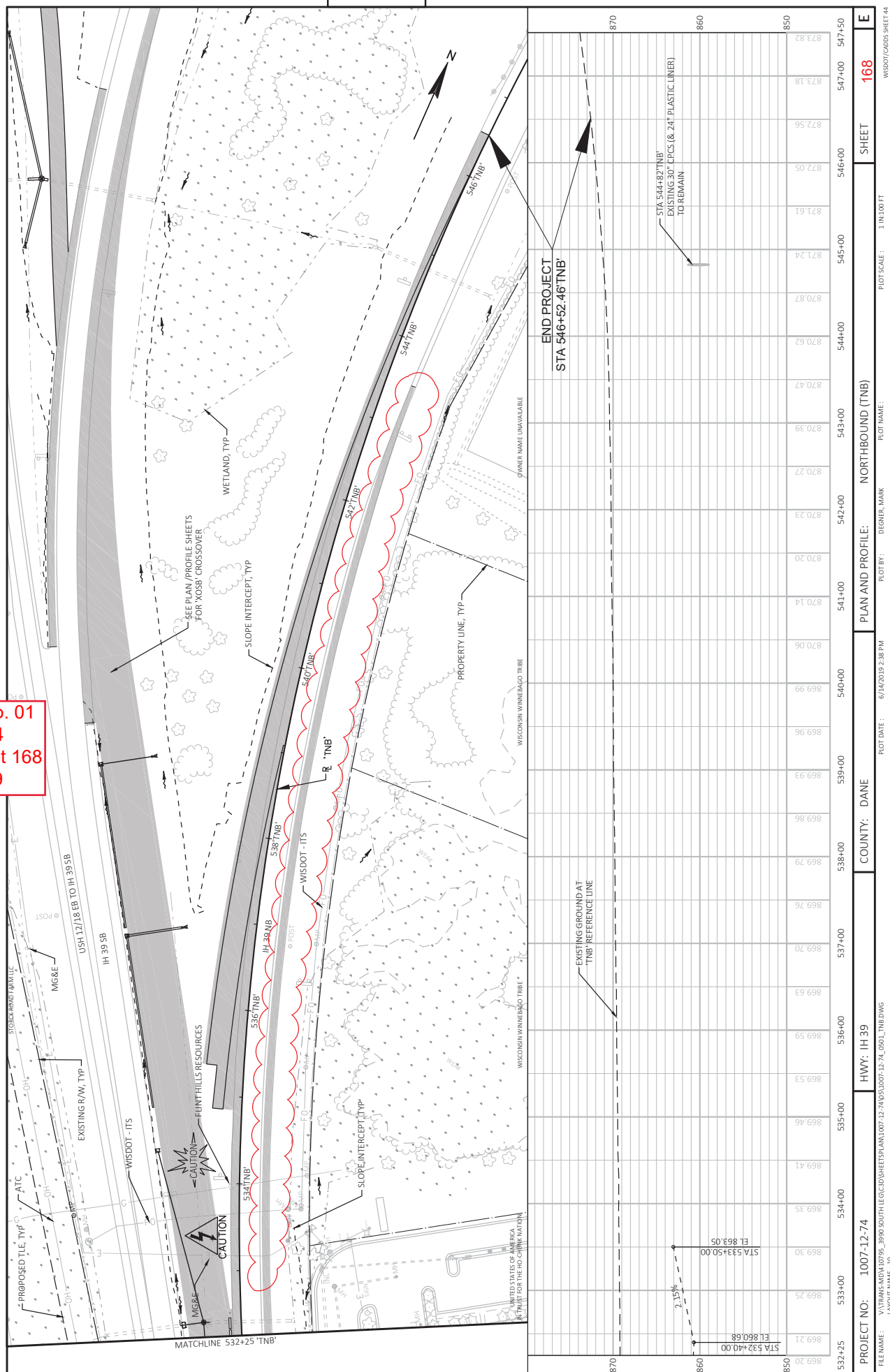
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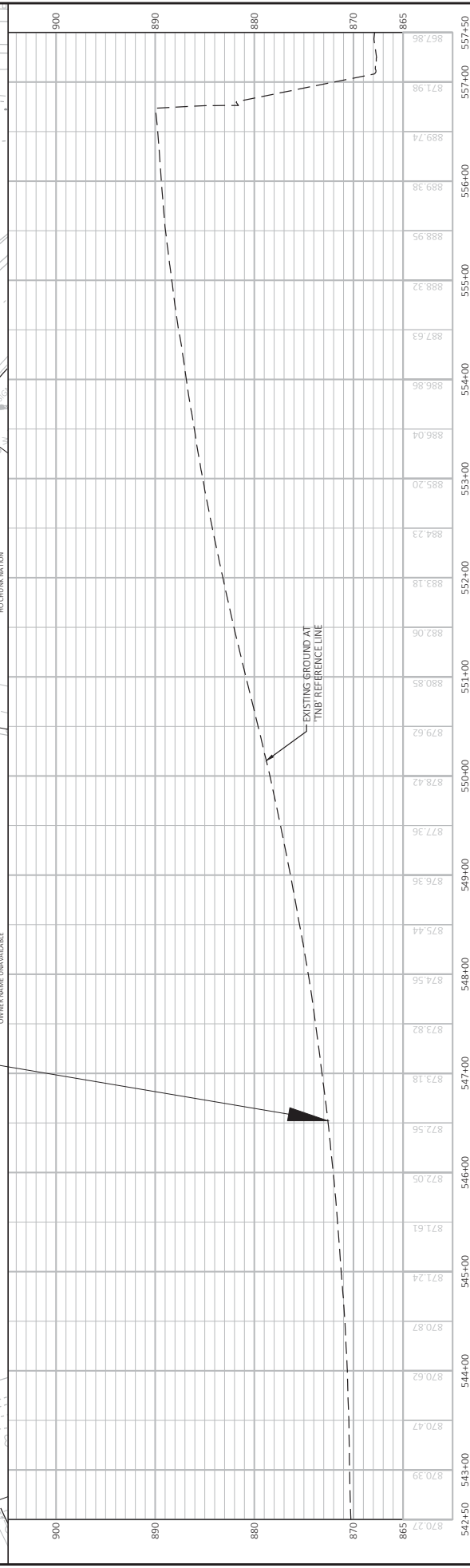
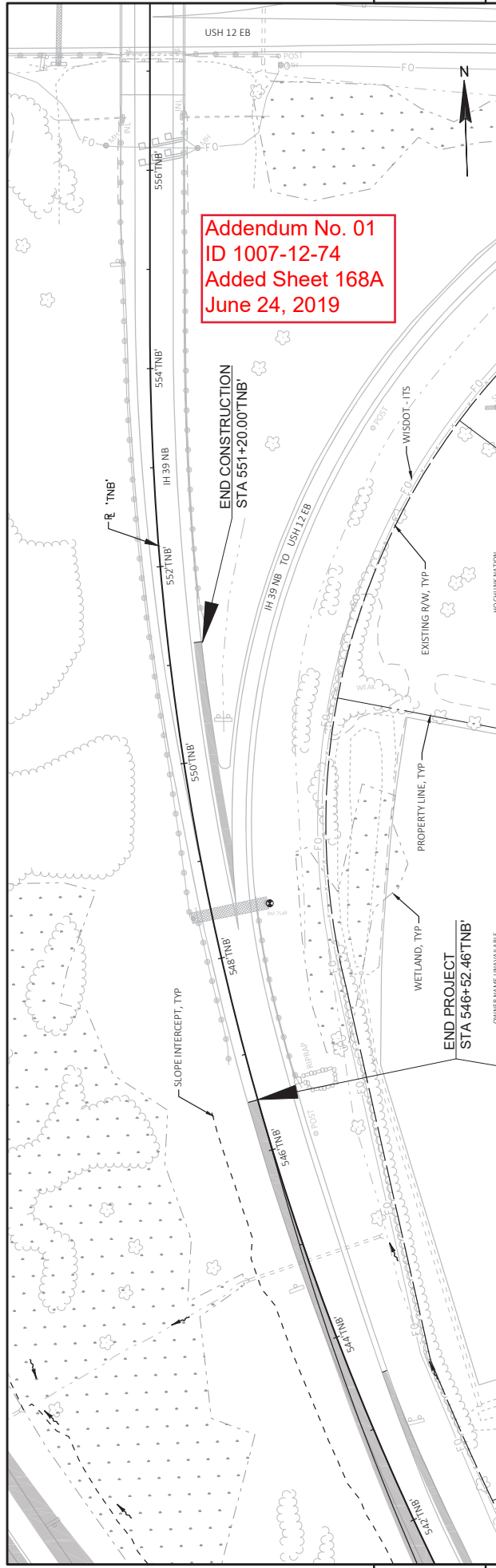
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141

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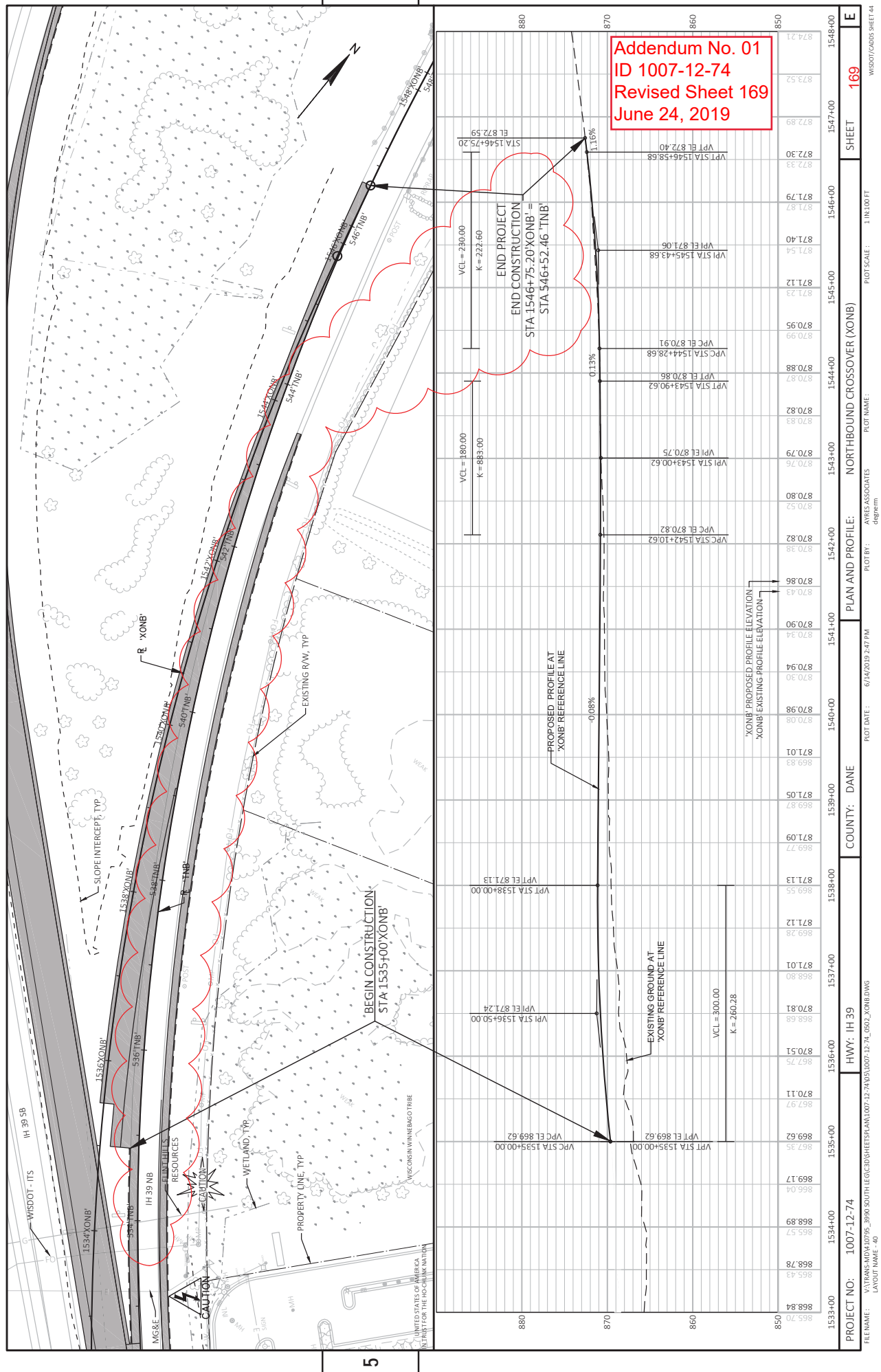
Addendum No. 01  
ID 1007-12-74  
Revised Sheet 168  
June 24, 2019



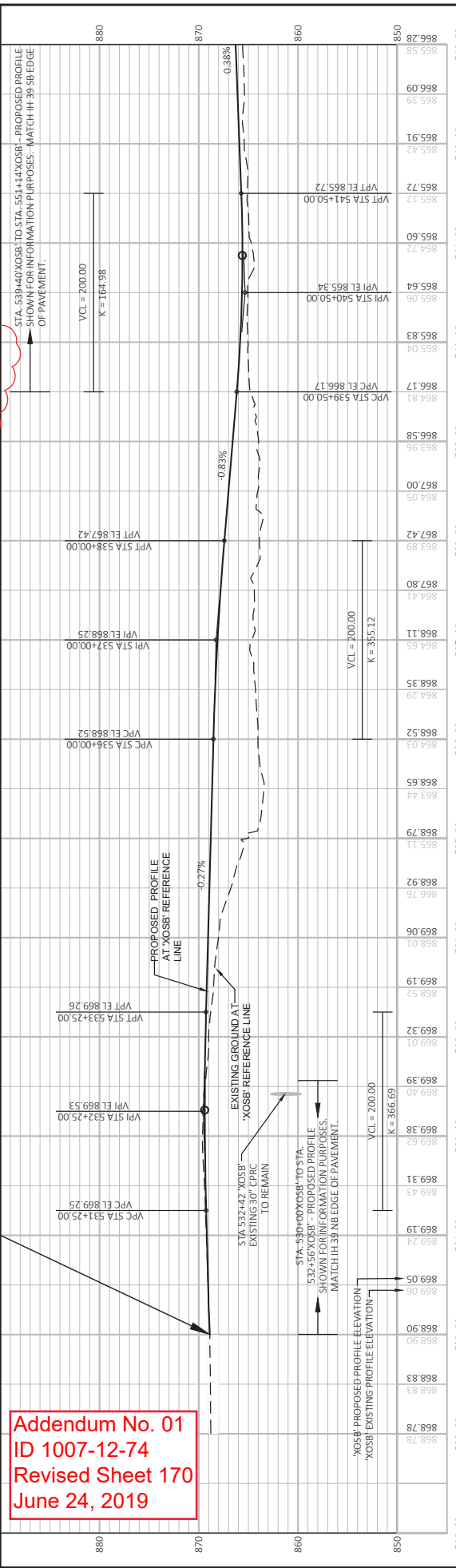
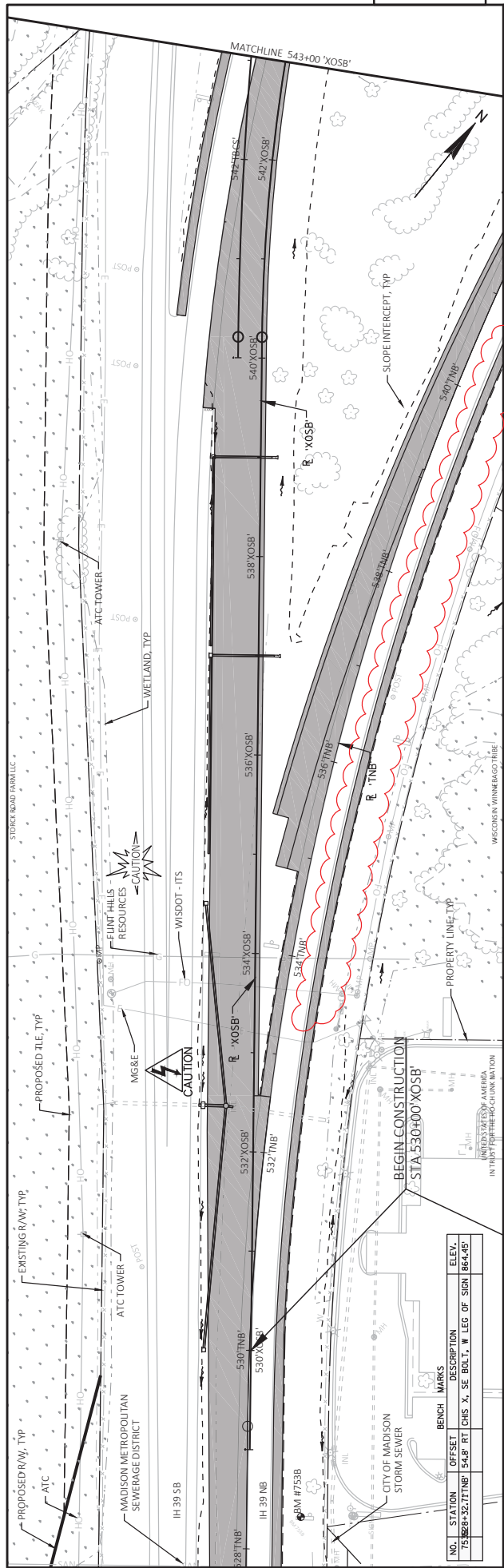


PROJECT NO: 1007-12-74		COUNTY: DANE		PLAN AND PROFILE: NORTHBOUND (TNB)		SHEET		E	
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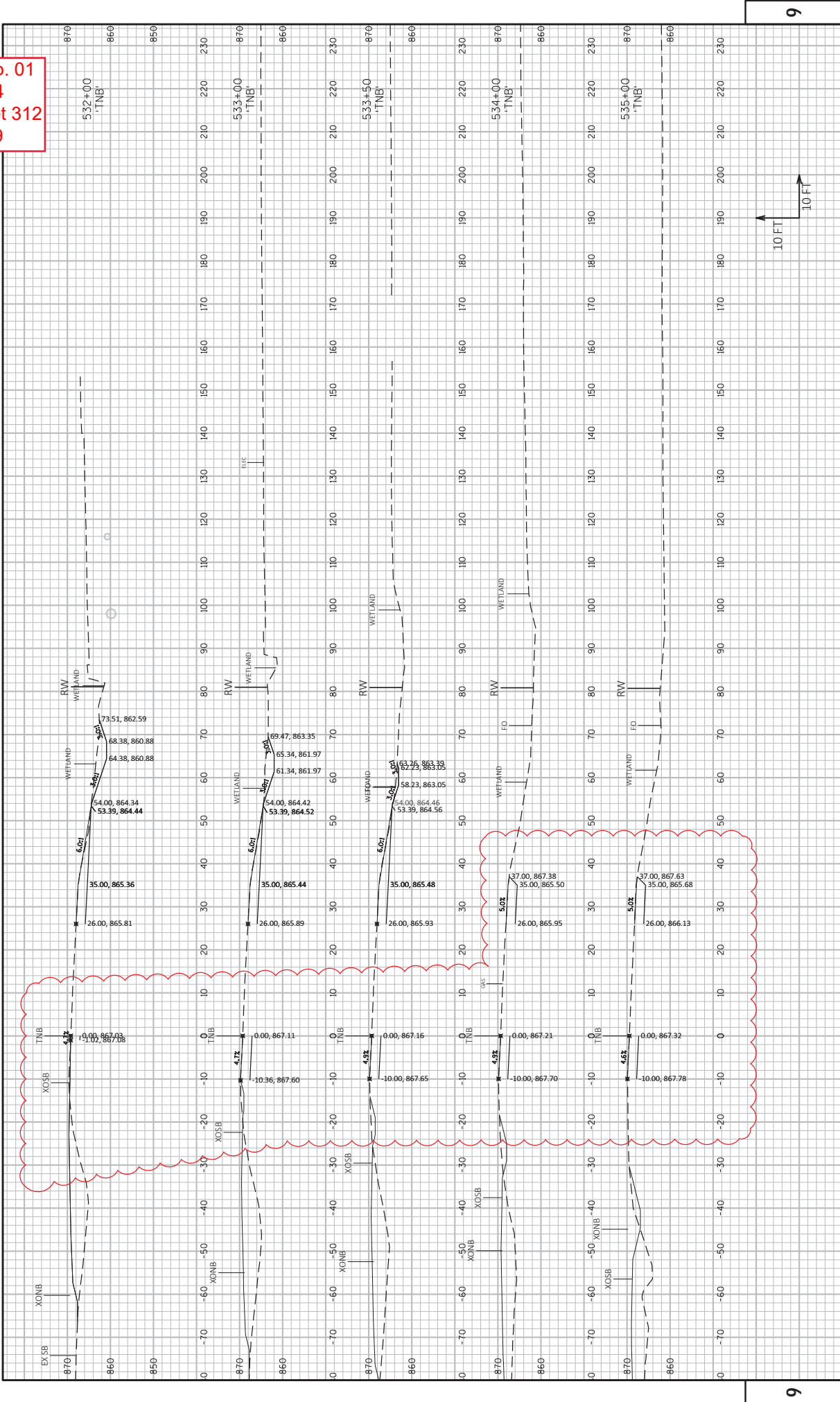




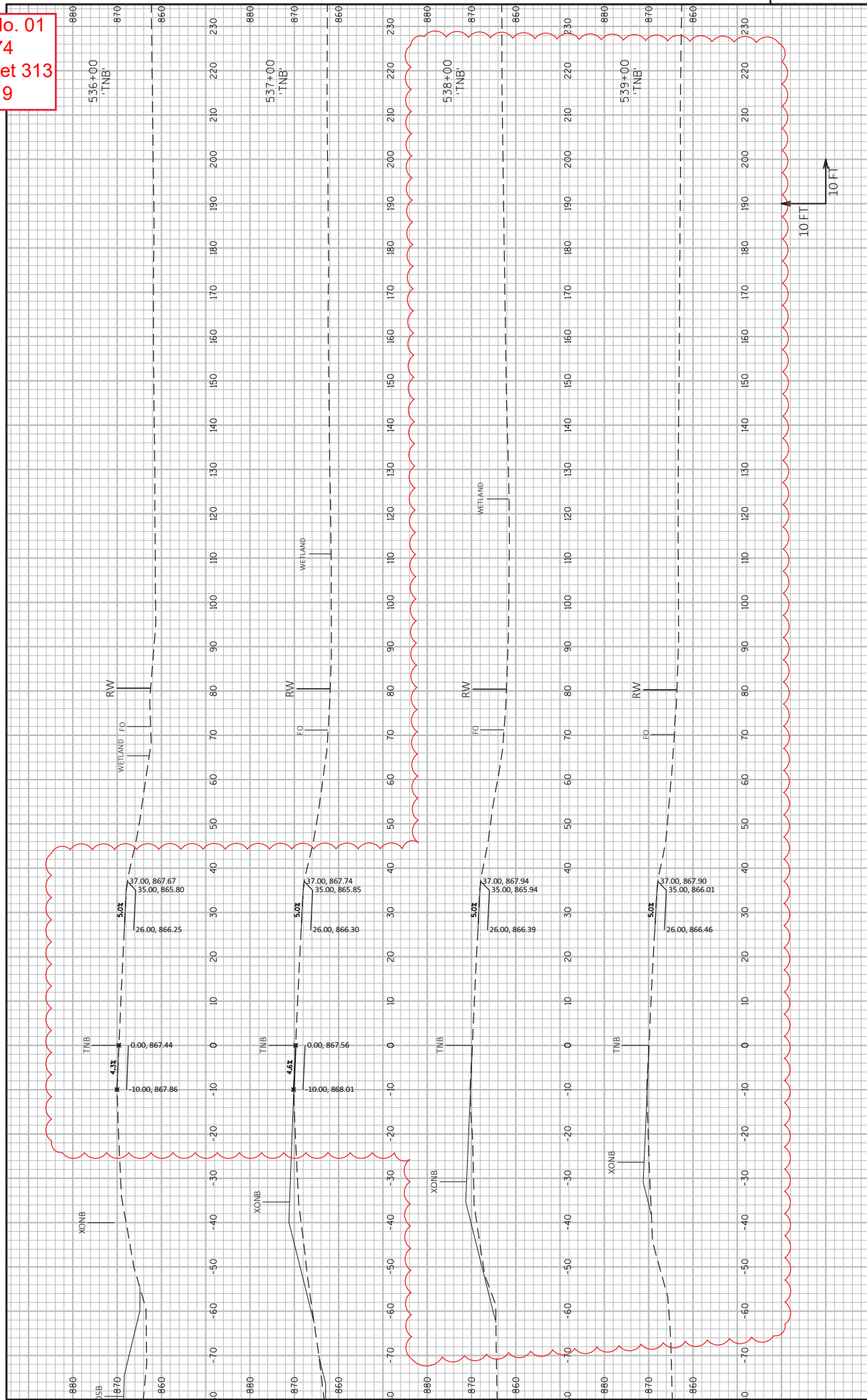
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Addendum No. 01  
ID 1007-12-74  
Revised Sheet 170  
June 24, 2019

Addendum No. 01  
ID 1007-12-74  
Revised Sheet 312  
June 24, 2019

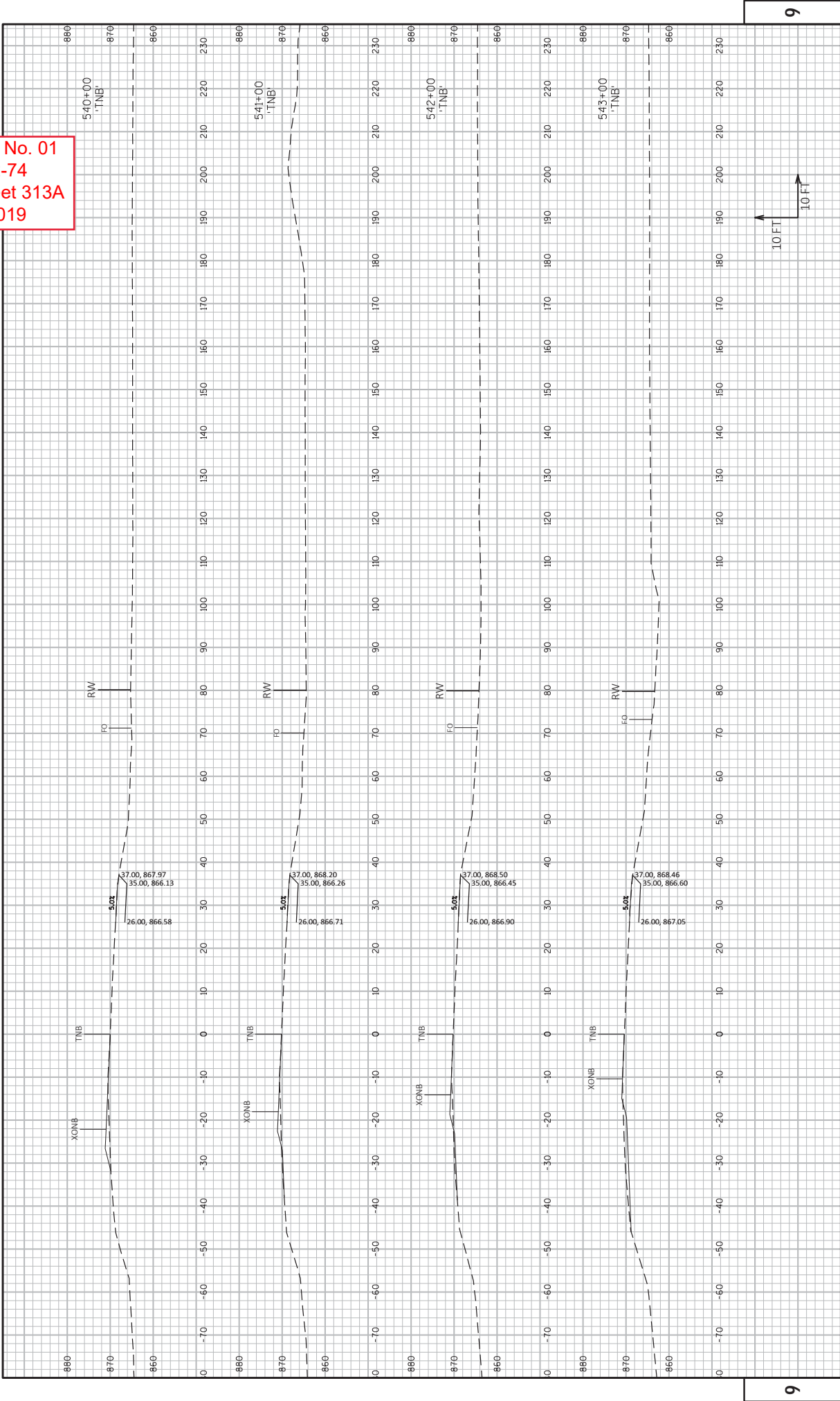


Addendum No. 01  
ID 1007-12-74  
Revised Sheet 313  
June 24, 2019

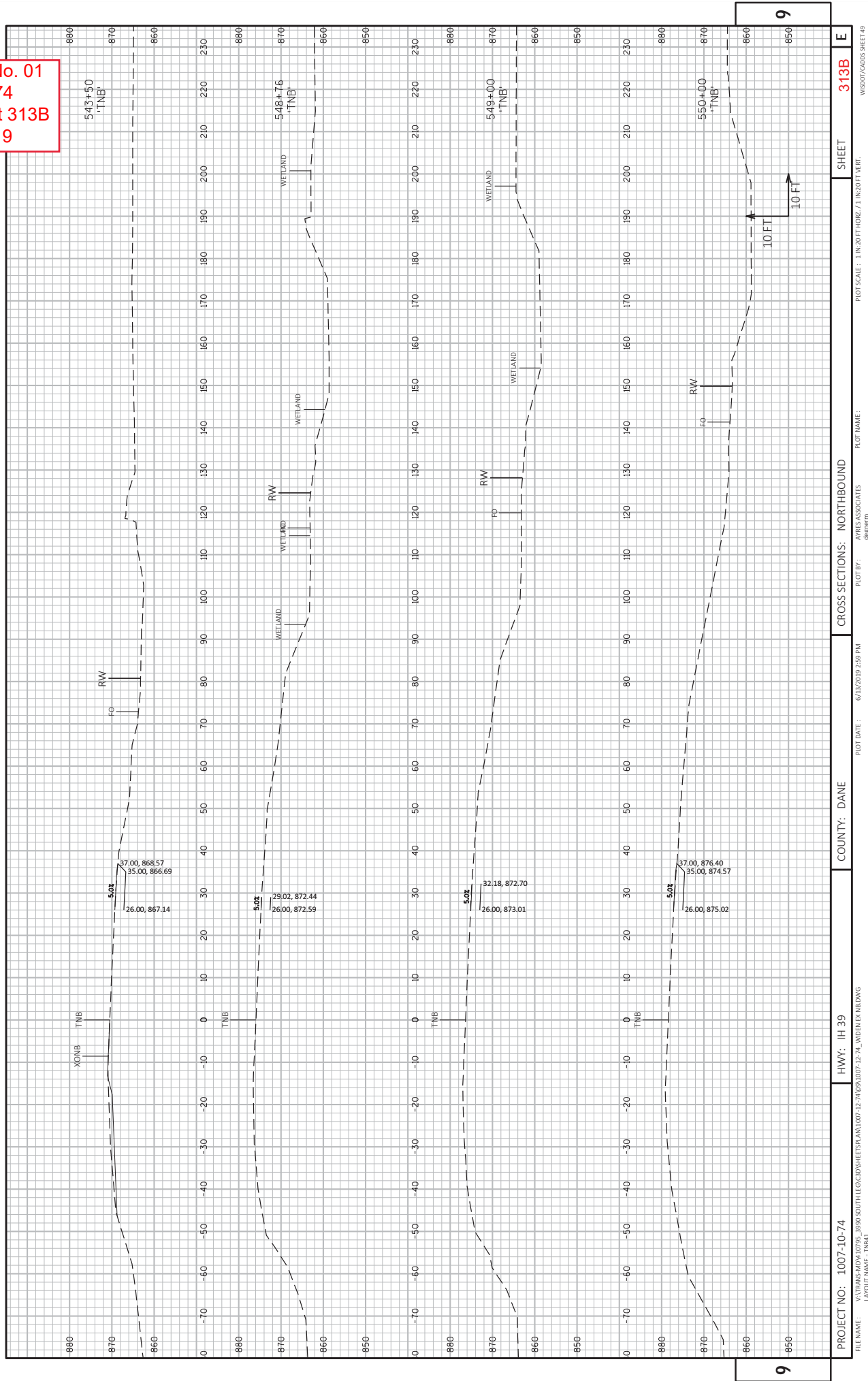


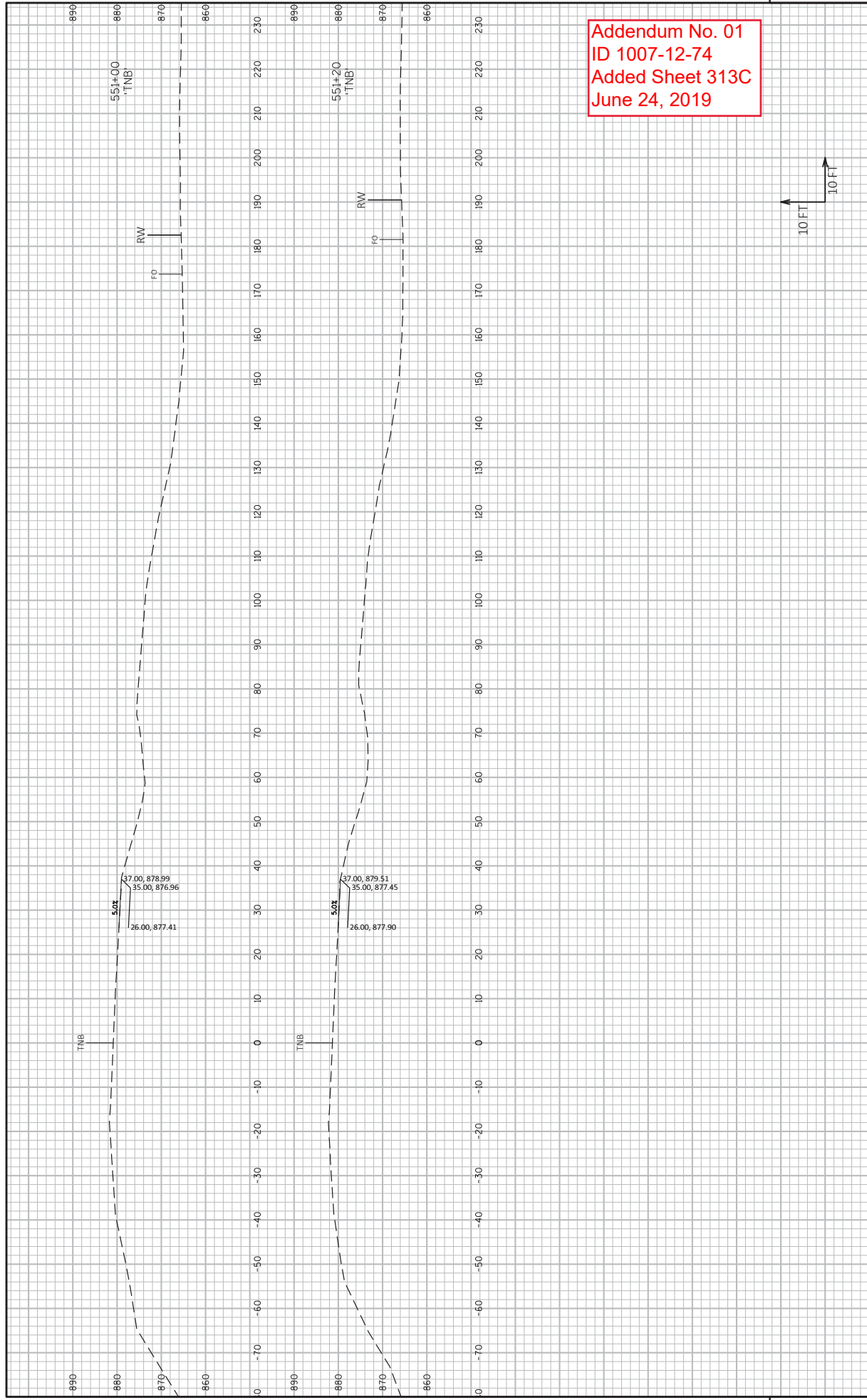


Addendum No. 01  
ID 1007-12-74  
Added Sheet 313A  
June 24, 2019



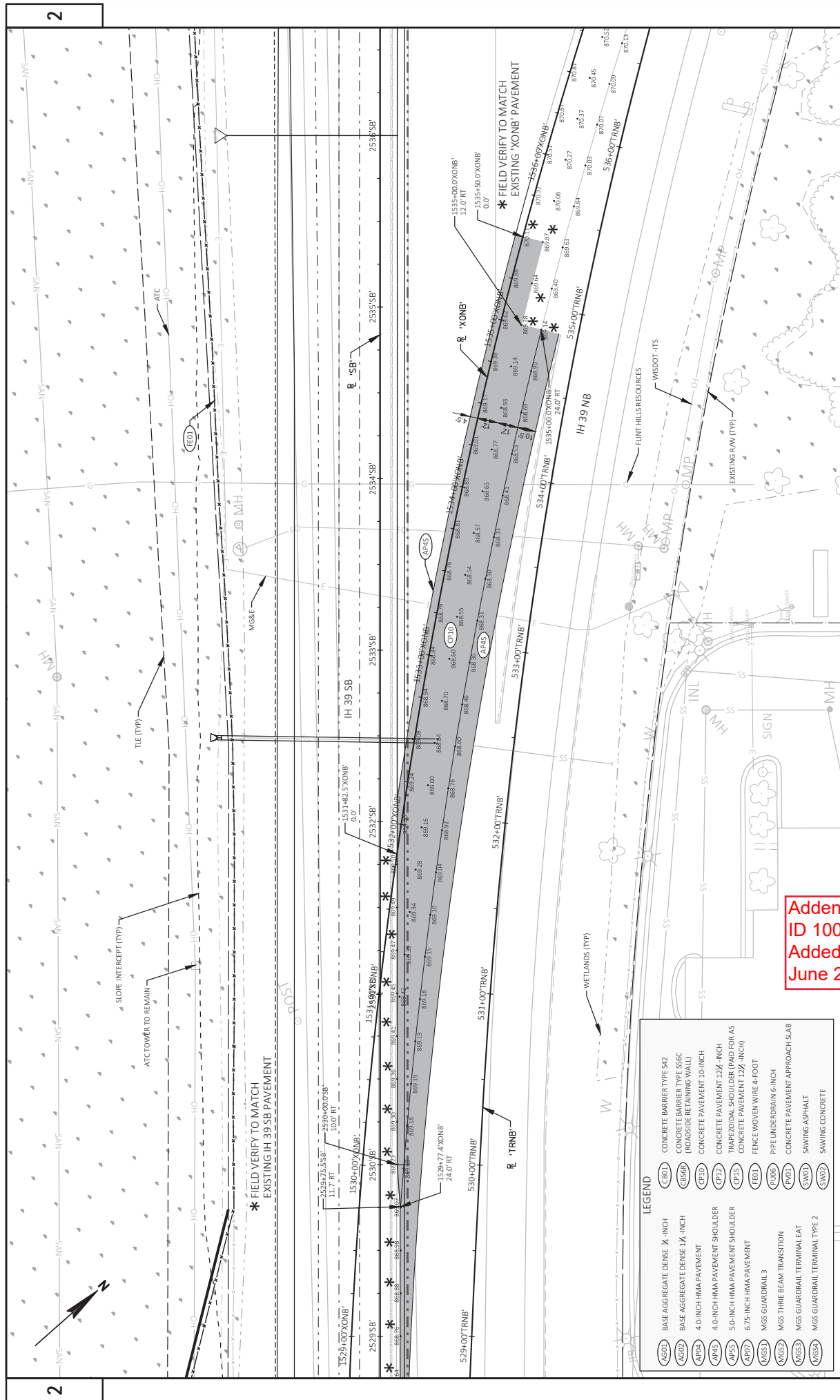
Addendum No. 01  
ID 1007-12-74  
Added Sheet 313B  
June 24, 2019





Addendum No. 01  
ID 1007-12-74  
Added Sheet 313C  
June 24, 2019

10 FT  
10 FT



Addendum No. 01  
ID 1007-12-74  
Added Sheet 76A  
June 24, 2019

LEGEND	
(AG01)	BASE AGGREGATE DENSE 1/2" INCH
(AG02)	CONCRETE BARRIER TYPE 556C
(AG03)	CONCRETE BARRIER TYPE 556C (ROUNDSIDE RETAINING WALL)
(AG04)	4.0 INCH HMA PAVEMENT
(AG05)	4.0 INCH HMA PAVEMENT SHOULDER
(AG06)	5.0 INCH HMA PAVEMENT SHOULDER
(AG07)	6.75 INCH HMA PAVEMENT
(AG08)	MGS GUARDRAIL 3
(AG09)	MGS THREE BEAM TRANSITION
(AG10)	MGS GUARDRAIL TERMINAL EAT
(AG11)	MGS GUARDRAIL TERMINAL TYPE 2
(CB01)	CONCRETE BARRIER TYPE 542
(CB02)	CONCRETE BARRIER TYPE 556C (ROUNDSIDE RETAINING WALL)
(CB03)	CONCRETE PAVEMENT 10 INCH
(CB04)	CONCRETE PAVEMENT 12X 1/2" INCH
(CB05)	TRAPEZOIDAL SHOULDER (PAID FOR AS CONCRETE PAVEMENT 12X 1/2" INCH)
(CB06)	FENCE WOVEN WIRE 4 FOOT
(CB07)	PIPE UNDERDRAIN 6 INCH
(CB08)	CONCRETE PAVEMENT APPROACH SLAB
(CB09)	SAWING ASPHALT
(CB10)	SAWING CONCRETE



STORM SEWER PIPE SCHEDULE

PIPE LOCATION		INVERT		APRON ENDWALLS FOR CULVERT PIPE				STORM SEWER PIPE REINFORCED CONCRETE				MARKERS		JOINT TIES
FROM	TO	LOCATION	INLET DISCHARGE	18-INCH	24-INCH	30-INCH	42-INCH	12-INCH	18-INCH	24-INCH	30-INCH	42-INCH	END	633.5200*
				EACH	EACH	EACH	EACH	LF	LF	LF	LF	LF	CULVERT	**
01.01.01	01.01.02	IH 39	863.25	-	-	-	-	6	-	-	-	-	-	-
01.01.02	01.01.03	IH 39	863.14	-	-	-	-	6	-	-	-	-	-	-
01.01.03	01.01.04	IH 39	862.57	1	-	-	-	81	-	-	-	-	1	YES
01.02.01	01.02.02	IH 39	868.69	-	-	-	-	6	-	-	-	-	-	-
01.02.02	01.02.03	IH 39	868.58	-	-	-	-	5	-	-	-	-	-	-
01.02.03	01.02.04	IH 39	867.99	1	-	-	-	85	-	-	-	-	1	YES
02.03.02	02.03.01	IH 39	869.69	-	-	-	-	11	-	-	-	-	-	-
02.03.01	02.03.04	IH39	860.88	-	-	1	-	-	-	-	119	-	1	YES
02.03.01	02.03.03	IH 39	860.87	-	1	-	-	-	-	-	122	-	1	YES
02.04.01	02.04.02	IH 39	867.74	-	-	-	-	6	-	-	-	-	-	-
02.04.02	02.04.03	IH 39	867.63	-	-	-	-	5	-	-	-	-	-	-
02.04.03	02.04.06	IH 39	867.52	-	-	-	-	10	-	-	-	-	-	-
02.04.04	02.04.05	IH 39	867.54	-	-	-	-	6	-	-	-	-	-	-
02.04.05	02.04.06	IH 39	867.43	-	-	-	-	5	-	-	-	-	-	-
02.04.06	02.04.10	IH 39	866.33	-	1	-	-	88	-	-	-	-	1	YES
02.04.07	02.04.08	IH 39	867.75	-	-	-	-	5	-	-	-	-	-	-
02.04.08	02.04.09	IH 39	867.64	-	-	-	-	6	-	-	-	-	-	-
02.04.09	02.04.06	IH 39	867.53	-	-	-	-	10	-	-	-	-	-	-
03.04B.02	03.04B.01	IH 39	868.02	-	-	1	-	-	-	-	113	-	1	YES
03.04B.03	03.04B.02	IH 39	869.15	-	-	1	-	-	-	-	126	-	1	YES
03.05.01	03.05.02	IH 39	871.19	-	-	-	-	11	-	-	-	-	-	-
03.05.02	03.05.03	IH 39	870.49	1	-	-	-	76	-	-	-	-	1	YES
03.06.01	03.06.02	IH 39	872.33	-	-	-	-	6	-	-	-	-	-	-
03.06.02	03.06.03	IH 39	871.74	1	-	-	-	88	-	-	-	-	1	YES
04.07.01	04.07.02	IH 39	872.74	1	-	-	-	93	-	-	-	-	1	YES
04.08.01	04.08.02	IH 39	871.33	-	-	-	-	5	-	-	-	-	-	-
04.08.02	04.08.03	IH 39	870.74	1	-	-	-	92	-	-	-	-	1	YES
SHEET SUBTOTAL				6	1	4	0	109	515	88	480	0	11	

\*ADDITIONAL QUANTITIES ELSEWHERE

1) STATIONS AND OFFSETS ARE TO THE CENTER OF STRUCTURE OR TO THE END OF PIPE WHERE THERE IS AN ENDWALL.

2) PIPE LENGTHS ARE MEASURED TO THE CENTER OF STRUCTURES.

3) JOINT TIES FOR CONCRETE PIPE SHALL BE PROVIDED AT ALL REINFORCED CONCRETE APRON ENDWALL LOCATIONS. APRON ENDWALLS SHALL BE TIED FOR THE LAST THREE JOINTS AT PIPE ENDS. THE COST OF THESE TIES SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE REINFORCED CONCRETE STORM SEWER PIPE.

**STORM SEWER PIPE SCHEDULE - CONTINUED**

CATEGORY	1000 PROJECT TOTAL	23	3	6	2	386	2073	283	690	183	34
*ADDITIONAL QUANTITIES ELSEWHERE											
1) STATIONS AND OFFSETS ARE TO THE CENTER OF STRUCTURE OR TO THE END OF PIPE WHERE THERE IS AN ENDWALL.											
2) PIPE LENGTHS ARE MEASURED TO THE CENTER OF STRUCTURES.											
3) JOINT TIES FOR CONCRETE PIPE SHALL BE PROVIDED AT ALL REINFORCED CONCRETE APRON ENDWALL LOCATIONS. APRON ENDWALLS SHALL BE TIED FOR THE LAST THREE JOINTS AT PIPE ENDS. THE COST OF THESE TIES SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE REINFORCED CONCRETE STORM SEWER PIPE.											

AT PIPE ENDS. THE COST OF THESE TIES SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE REINFORCED CONCRETE STORM SEWER PIPE.

PROJECT NO: 1007-12-75	HWY: IH 39	COUNTY: DANE	MISCELLANEOUS QUANTITIES	SHEET NO: 294
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## STORM SEWER STRUCTURE SCHEDULE

STRUCTURE NO.	STATION	LOCATION	OFFSET TO CENTER OF STRUCTURE	CASTING HEIGHT INCHES	ADJUSTING RINGS HEIGHT INCHES	RIM ELEVATION	(2) TOPOF STRUCTURE ELEVATION	BOTTOM OF STRUCTURE ELEVATION	(3) DEPTH OF STRUCTURE FT	611.2005		611.2008		611.3003		611.3004		611.3220*		611.3225*	
										MANHOLES	DIAMETER	5-FT	DIAMETER	8-FT	DIAMETER	3-FT	DIAMETER	4-FT	DIAMETER	2X2-FT	INLETS
01.01.01	2415+25	IH 39	10.5' LT	10.00	6.00	868.43	867.10	863.08	4.02	-	-	-	-	-	-	-	-	-	-	1	-
01.01.02	2415+25	IH 39	16.0' LT	10.00	6.00	868.27	866.94	862.97	3.97	-	-	-	-	-	-	-	-	-	-	-	-
01.01.03	2415+25'SB'	IH 39	10.5' RT	10.00	6.00	868.43	867.10	862.36	4.74	-	-	-	-	-	-	-	-	-	-	1	-
01.01.04	2415+25'SB'	IH 39	70.5' LT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
01.02.01	2420+25	IH 39	10.5' LT	10.00	6.00	874.48	873.15	868.52	4.63	-	-	-	-	-	-	-	-	-	-	1	-
01.02.02	2420+25	IH 39	16.0' LT	10.00	6.00	874.33	873.00	868.41	4.59	-	-	-	-	-	-	-	-	-	-	1	-
01.02.03	2420+25'SB'	IH 39	10.5' RT	10.00	6.00	874.48	873.15	867.78	5.37	-	-	-	-	-	-	-	-	-	-	1	-
01.02.04	2420+25'SB'	IH 39	74.5' LT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
02.03.01	2430+44	IH 39	10.5' LT	10.00	6.00	874.52	873.19	860.57	12.62	1	-	-	-	-	-	-	-	-	-	-	-
02.03.02	2430+44'SB'	IH 39	10.5' RT	10.00	6.00	874.52	873.19	869.52	3.67	-	-	-	-	-	-	-	-	-	-	1	-
02.03.03	2430+44	IH 39	111.5' RT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
02.03.04	2430+44'SB'	IH 39	97.5' LT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
02.04.01	2433+75'SB'	IH 39	10.5' RT	10.00	6.00	872.80	871.47	867.57	3.90	-	-	-	-	-	-	-	-	-	-	1	-
02.04.02	2433+75	IH 39	16.0' LT	10.00	6.00	872.65	871.32	867.46	3.86	-	-	-	-	-	-	-	-	-	-	1	-
02.04.03	2433+75	IH 39	10.5' LT	10.00	6.00	872.80	871.47	867.35	4.12	-	-	-	-	-	-	-	-	-	-	1	-
02.04.04	2433+84.76'SB'	IH 39	10.5' RT	10.00	6.00	872.80	871.47	867.37	4.10	-	-	-	-	-	-	-	-	-	-	1	-
02.04.05	2433+84.76	IH 39	16.0' LT	10.00	6.00	872.65	871.32	867.26	4.06	-	-	-	-	-	-	-	-	-	-	1	-
02.04.06	2433+84.76	IH 39	10.5' LT	10.00	6.00	872.80	871.47	866.08	5.39	-	-	-	-	-	-	1	-	-	-	-	-
02.04.07	2433+95'SB'	IH 39	10.5' RT	10.00	6.00	872.80	871.47	867.58	3.89	-	-	-	-	-	-	-	-	-	-	1	-
02.04.08	2433+95	IH 39	16.0' LT	10.00	6.00	872.65	871.32	867.47	3.85	-	-	-	-	-	-	-	-	-	-	1	-
02.04.09	2433+95	IH 39	10.5' LT	10.00	6.00	872.80	871.47	867.36	4.11	-	-	-	-	-	-	-	-	-	-	1	-
02.04.10	2433+84.76	IH 39	77.5' RT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
03.04.01	2436+46'SB'	IH39	85.6' LT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
03.04.02	2436+95	IH39	16.0' LT	10.00	6.00	874.49	873.16	867.72	5.44	1	-	-	-	-	-	-	-	-	-	-	-
03.04.03	2437+79	IH 39	78.1' RT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
03.05.01	2438+00	IH 39	10.5' LT	10.00	6.00	875.45	874.12	870.02	4.10	-	-	-	-	-	-	-	-	-	-	1	-
03.05.02	2438+00'SB'	IH 39	10.5' RT	10.00	6.00	875.45	874.12	869.28	4.84	-	-	-	-	-	-	-	-	-	-	1	-
03.05.03	2438+00'SB'	IH 39	65.5' LT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
03.06.01	2442+00'SB'	IH 39	16.0' RT	10.00	6.00	878.45	877.12	872.16	4.96	-	-	-	-	-	-	-	-	-	-	1	-
03.06.02	2442+00'SB'	IH 39	10.5' RT	10.00	6.00	878.51	877.18	871.53	5.65	-	-	-	-	-	-	-	-	-	-	1	-
03.06.03	2442+00'SB'	IH 39	77.5' LT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
04.07.01	2449+55'SB'	IH 39	10.5' RT	10.00	6.00	879.16	877.83	872.53	5.30	-	-	-	-	-	-	-	-	-	-	1	-
04.07.02	2449+55'SB'	IH 39	82.5' LT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
04.08.01	2452+95'SB'	IH 39	16.0' RT	10.00	6.00	876.70	875.37	871.16	4.21	-	-	-	-	-	-	-	-	-	-	1	-
04.08.02	2452+95'SB'	IH 39	10.5' RT	10.00	6.00	876.84	875.51	870.53	4.98	-	-	-	-	-	-	-	-	-	-	1	-
04.08.03	2452+95'SB'	IH 39	81.5' LT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SHEET SUBTOTAL										2	0	0	0	0	1	1	7	15			

## NOTES:

- 1) STATIONS AND OFFSETS ARE TO THE CENTER OF THE STRUCTURE.
- 2) TOP OF STRUCTURE ELEVATION = RIM ELEVATION - CASTING HEIGHT - ADJUSTING RINGS HEIGHT.
- 3) DEPTH OF STRUCTURE = TOP OF STRUCTURE ELEVATION - BOTTOM OF STRUCTURE ELEVATION.

\*ADDITIONAL QUANTITIES ELSEWHERE

Addendum No. 01  
ID 1007-12-75  
Revised Sheet 296  
June 24, 2019

PROJECT NO: 1007-12-75

HWY: IH 39

COUNTY: DANE

MISCELLANEOUS QUANTITIES

SHEET NO:

296

E



## CONCRETE BARRIER TEMPORARY ITEMS

STA	TO	STA	OFFSET	ALIGN	603.8000 603.8125		SPV.0090.207		SPV.0900.208 (1)		REMARKS
					DELIVERED	INSTALLED	CONCRETE BARRIER TEMPORARY PRECAST	DEPARTMENT OWNED	DEPARTMENT-OWNED	PRECAST	
STA	TO	STA	OFFSET	ALIGN	LF	LF	LF	LF	LF	LF	REMARKS
STAGE 1A											
409+91	-	415+00	LT	X074	-	513	-	-	513	-	
405+72	-	540+00	LT	TNB	12727	13428	701	-	-	7876	
STAGE 1A SUBTOTAL					12727	13941	701	-	513	7876	
STAGE 1A/1B											
1141+00	-	1144+50	LT	X5B	350	350	-	-	350	-	
STAGE 1A/1B SUBTOTAL					350	350	0	-	350	0	
STAGE 1B											
552+25	-	554+04	RT	TBCS	179	179	-	-	-	-	
STAGE 1B SUBTOTAL					179	179	0	-	0	0	
STAGE 1C											
2411+76	-	2524+00	LT	SB	11224	11224	-	-	-	-	
541+00	-	543+00	LT	X05B	-	200	-	-	200	-	
543+00	-	552+30	LT	X05B	930	930	-	-	930	-	
STAGE 1C SUBTOTAL					12154	12354	0	-	1130	0	
STAGE 2A											
2404+50	-	2411+76	LT/RT	SB	726	726	-	-	-	-	
2524+00	-	2543+78	LT/RT	SB	1978	1978	-	-	-	-	
STAGE 2A SUBTOTAL					2704	2704	0	-	0	0	
STAGE 2B											
402+43	-	404+00	RT	X075	157	157	-	-	157	-	
404+00	-	415+00	RT	X075	1100	1100	-	-	-	-	
1524+50	-	1532+00	LT	X0NB	750	750	-	-	-	-	
1532+00	-	1535+90	LT	X0NB	390	390	-	-	390	-	
1527+00	-	1535+78	RT	X0NB	878	878	-	-	878	-	
STAGE 2B SUBTOTAL					3275	3275	0	-	1425	0	
STAGE 3A											
2395+28	-	2420+00	RT	-	2472	2472	-	-	-	-	
2395+00	-	2408+00	LT	SB	1300	1300	-	-	-	-	
2408+00	-	2412+00	LT	SB	-	400	-	-	-	-	
2522+36	-	540+12	LT	-	1776	1776	-	-	-	-	
2527+57	-	2540+00	LT	SB	-	1243	-	-	-	-	
STAGE 3A SUBTOTAL					5548	7191	0	-	0	0	
STAGE 3A/3B											
2539+79	-	2540+79	RT	SB	-	100	-	-	-	-	
STAGE 3A/3B SUBTOTAL					0	100	0	-	0	0	
STAGE 3B											
2522+36	-	540+12	LT	-	-	-	1776 (2)	-	-	-	
2539+79	-	2543+77	RT	SB	-	-	398 (2)	-	-	-	
STAGE 3B SUBTOTAL					0	0	2174	-	0	0	
CATEGORY 1000 PROJECT TOTAL					36937	40094	0	-	3418	0	
CATEGORY 1800 PROJECT TOTAL					0	0	2875	-	0	7876	

NOTE: PINNED BARRIER LOCATIONS APPROXIMATE. OTHER LOCATIONS MAY REQUIRE PINNING IN ACCORDANCE TO SDD CONCRETE BARRIER TEMPORARY PRECAST, 12'-6".

\*\* NON-BID ITEM: FOR INFORMATION ONLY

- (1) DEPARTMENT OWNED BARRIER TO BE STORED AT AN ENGINEER APPROVED LOCATION WITHIN BELTLINE INTERCHANGE INFIELD.
- (2) LEFT IN PLACE AFTER PROJECT COMPLETE.

Addendum No. 01  
ID 1007-12-75  
Revised Sheet 304  
June 24, 2019



## Proposal Schedule of Items

Page 8 of 22

Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0206	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	2.000 EACH	_____.	_____.
0208	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	2.000 EACH	_____.	_____.
0210	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	2.000 EACH	_____.	_____.
0212	524.0618 Apron Endwalls for Culvert Pipe Salvaged 18-Inch	1.000 EACH	_____.	_____.
0214	524.0624 Apron Endwalls for Culvert Pipe Salvaged 24-Inch	1.000 EACH	_____.	_____.
0216	550.1100 Piling Steel HP 10-Inch X 42 Lb	3,900.000 LF	_____.	_____.
0218	603.1132 Concrete Barrier Type S32	190.000 LF	_____.	_____.
0220	603.1142 Concrete Barrier Type S42	25,042.000 LF	_____.	_____.
0222	603.1456 Concrete Barrier Type S56C	1,078.000 LF	_____.	_____.
0224	603.3559 Concrete Barrier Transition Type S42 to S56	1.000 EACH	_____.	_____.
0226	603.8000 Concrete Barrier Temporary Precast Delivered	59,804.000 LF	_____.	_____.
0228	603.8125 Concrete Barrier Temporary Precast Installed	70,136.000 LF	_____.	_____.
0230	604.0500 Slope Paving Crushed Aggregate	850.000 SY	_____.	_____.
0232	606.0200 Riprap Medium	323.000 CY	_____.	_____.
0234	606.0300 Riprap Heavy	299.000 CY	_____.	_____.



## Proposal Schedule of Items

Page 9 of 22

Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0236	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	49.000 LF	_____.	_____.
0238	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,130.500 LF	_____.	_____.
0240	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	3,194.000 LF	_____.	_____.
0242	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	541.000 LF	_____.	_____.
0244	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	690.000 LF	_____.	_____.
0246	608.0442 Storm Sewer Pipe Reinforced Concrete Class IV 42-Inch	183.000 LF	_____.	_____.
0248	611.0420 Reconstructing Manholes	1.000 EACH	_____.	_____.
0250	611.0530 Manhole Covers Type J	3.000 EACH	_____.	_____.
0252	611.0606 Inlet Covers Type B	20.000 EACH	_____.	_____.
0254	611.0610 Inlet Covers Type BW	52.000 EACH	_____.	_____.
0256	611.0642 Inlet Covers Type MS	35.000 EACH	_____.	_____.
0258	611.0654 Inlet Covers Type V	1.000 EACH	_____.	_____.
0260	611.2004 Manholes 4-FT Diameter	1.000 EACH	_____.	_____.
0262	611.2005 Manholes 5-FT Diameter	4.000 EACH	_____.	_____.
0264	611.2006 Manholes 6-FT Diameter	1.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 20 of 22

Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0578	SPV.0060 Special 500. Native Seed Surveillance and Care Cycles	8.000 EACH	_____.	_____.
0580	SPV.0060 Special 501. Delineator Post Steel Modified	16.000 EACH	_____.	_____.
0582	SPV.0060 Special 502. Planting Living Snow Fence	13,711.000 EACH	_____.	_____.
0584	SPV.0085 Special 500. Seeding Native Mix N1	15.000 LB	_____.	_____.
0586	SPV.0085 Special 501. Seeding Native Mix N2	125.000 LB	_____.	_____.
0588	SPV.0090 Special 001. Concrete Pavement Joint Sealing	24,696.000 LF	_____.	_____.
0590	SPV.0090 Special 002. Furnishing Temporary Snow Fence	8,300.000 LF	_____.	_____.
0592	SPV.0090 Special 003. Installing Temporary Snow Fence	8,300.000 LF	_____.	_____.
0594	SPV.0090 Special 004. Repair State Owned Guardrail	300.000 LF	_____.	_____.
0596	SPV.0090 Special 005. Fill Existing Rumble Strips	860.000 LF	_____.	_____.
0598	SPV.0090 Special 006. Clean and Seal Joint	80.000 LF	_____.	_____.
0600	SPV.0090 Special 150. Compost Tube	5,716.000 LF	_____.	_____.
0602	SPV.0090 Special 200. Maintenance and Removal of Conc Barrier Temporary Precast L.I.P. by Others	3,080.000 LF	_____.	_____.
0606	SPV.0090 Special 202. Traffic Control Gawk Screen Furnished	1,100.000 LF	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

Federal ID(s): WISC 2019497, WISC 2019498

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0608	SPV.0090 Special 203. Traffic Control Gawk Screen Installed	1,100.000 LF	_____.	_____.
0610	SPV.0090 Special 204. Traffic Control Glare Screen Furnished	1,200.000 LF	_____.	_____.
0612	SPV.0090 Special 205. Traffic Control Glare Screen Installed	1,200.000 LF	_____.	_____.
0614	SPV.0090 Special 206. Repair State Owned Concrete Barrier Temporary Precast	250.000 LF	_____.	_____.
0616	SPV.0090 Special 401. Pre-terminated Fiber Optic Cable 12-ct	310.000 LF	_____.	_____.
0618	SPV.0105 Special 001. Concrete Pavement Joint Layout Project 1007-12-75	LS	LUMP SUM	_____.
0620	SPV.0105 Special 002. Survey Project 1007-12-74	LS	LUMP SUM	_____.
0622	SPV.0105 Special 003. Survey Project 1007-12-75 with Optional AMG for Concrete Pavement and Base	LS	LUMP SUM	_____.
0624	SPV.0105 Special 150. Temporary Sand Bag Dike (C-13-3091)	LS	LUMP SUM	_____.
0626	SPV.0105 Special 401. Relocate Bluetooth Detector	LS	LUMP SUM	_____.
0628	SPV.0165 Special 150. Storm Sewer Treatment Filter Strip	126,552.000 SF	_____.	_____.
0630	SPV.0165 Special 700. Longitudinal Grooving Bridge Deck	2,400.000 SF	_____.	_____.
0632	SPV.0180 Special 500. Weeding Barrier Fabric	24,383.000 SY	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0634	SPV.0090 Special 207. Concrete Barrier Temporary Precast Delivered - Department Owned	10,050.000 LF	_____.	_____.
0636	SPV.0090 Special 208. Removing Department- Owned Concrete Barrier Precast	7,876.000 LF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.



## Wisconsin Department of Transportation

July 3, 2019

### Division of Transportation Systems Development

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631

Facsimile (FAX): (608) 266-8459

### NOTICE TO ALL CONTRACTORS:

**Proposal #2: 1007-12-74, WISC 2019 497**  
**Illinois State Line - Madison**  
**CTH AB to USH 12/18 INCTHG -**  
**TEMP**  
**IH 39**  
**Dane County**

**1007-12-75, WISC 2019 498**  
**Illinois State Line - Madison**  
**CTH AB to USH 12/18 INCTHG -**  
**RECSTE**  
**IH 39**  
**Dane County**

### Letting of July 9, 2019

This is Addendum No. 02, which provides for the following:

#### Special Provisions:

Revised Special Provisions	
Article No.	Description
68	Department Owned Field Office Equipment and Maintenance, Item SPV.0060.005

Added Special Provisions	
Article No.	Description
108	Portable Speed Trailer, Item SPV.0045.001

#### Schedule of Items:

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
SPV.0045.001	Portable Speed Trailer	DAY	0	410	410

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. 02**  
**1007-12-74 & 1007-12-75**  
**July 3, 2019**

**Special Provisions**

**68. Department Owned Field Office Equipment and Maintenance, Item SPV.0060.005.**

*Replace paragraph one under section titled **B Materials** with the following:*

Provide and maintain field office services beginning September 1, 2019.

**108. Portable Speed Trailer, Item SPV.0045.001.**

**A Description**

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

**B Materials**

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

In rural areas with no view obstructions, the contractor may reduce the minimum mounting height to 5 feet.

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

**C Construction**

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

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

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

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



#### **D Measurement**

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.001	Portable Speed Trailer	DAY

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

#### **Schedule of Items**

Attached, dated July 3, 2019, are the revised Schedule of Items Page 22.

END OF ADDENDUM



## Proposal Schedule of Items

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Proposal ID: 20190709002 Project(s): 1007-12-74, 1007-12-75

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0636	SPV.0090 Special 208. Removing Department-Owned Concrete Barrier Precast	7,876.000 LF	_____.	_____.
0638	SPV.0045 Special 001. Portable Speed Trailer	410.000 DAY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.