

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **015**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Walworth	1080-18-70	WISC 2019684	EB Lake Geneva - Genoa City; STH 50 To CTH H	USH 012
Walworth	1080-19-70	WISC 2019685	WB Lake Geneva - Genoa City; STH 50 To Il State Line	USH 012

## ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: November 12, 2019 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 23, 2020	<b>SAMPLE NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal 10%	This contract is exempt from federal oversight.

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

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

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

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

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

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

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

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

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

Notary Seal

Type of Work: Excavation, base aggregate, HMA pavement, milling, culverts, storm sewer, concrete pavement, traffic control, and pavement marking	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

## **PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Effective with August 2015 Letting**

### **BID PREPARATION**

#### **Preparing the Proposal Schedule of Items**

##### **A General**

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

- (3) The department will provide bidding information through the department's web site at:  
<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

### Table of Contents

Article	Description	Page #
1.	General.....	2
2.	Scope of Work.....	2
3.	Prosecution and Progress.....	2
4.	Traffic. ....	4
5.	Holiday and Special Event Work Restrictions.....	6
6.	Utilities.....	6
7.	Other Contracts.....	9
8.	Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.....	9
9.	Information to Bidders, WPDES General Construction Storm Water Discharge Permit. ....	9
10.	Environmental Protection.....	9
11.	Environmental Protection, Aquatic Exotic Species Control. ....	10
12.	Erosion Control. ....	10
13.	Notice to Contractor – Signing in Illinois .....	11
14.	Removing Existing Endwall, Item 204.9060.S.01. ....	11
15.	Removing Corrugated Steel Culvert Pipe and Restoring Cut End, Item 204.9060.S.02.....	12
16.	HMA Percent Within Limits (PWL) Test Strip Volumetrics, Item 460.0105.S; HMA Percent Within Limits (PWL) Test Strip Density Item 460.0110.S.....	12
17.	HMA Pavement Percent Within Limits (PWL) QMP. ....	17
18.	Appendix A. ....	24
19.	Culvert Pipe Liners, 30-Inch, Item 520.9700.S.01; Culvert Pipe Liners, 36-Inch, Item 520.9700.S.02; Cleaning Culvert Pipes for Liner Verification, Item 520.9750.S. ....	29
20.	Traffic Control.....	32
21.	Traffic Control Cones 42-inch. ....	32
22.	Nighttime Work Lighting-Stationary. ....	33
23.	Sand Bags, Item SPV.0060.01. ....	34
24.	Apron Endwall For Culvert Pipe Steel 22x36-inch, Item SPV.0060.02. ....	35
25.	Pipe Underdrain Unperforated 24-inch, Item SPV.0090.01.....	35
26.	Resin Binder High Friction Surface Treatment Modified, Item SPV.0180.01. ....	35

**SPECIAL PROVISIONS**

**1. General.**

Perform the work under this construction contract for Project 1080-18-70, EB Lake Geneva – Genoa City, STH 50 to CTH H, USH 12 and Project 1080-19-70, WB Lake Geneva – Genoa City, STH 50 to Illinois State Line, USH 12; both projects located in Walworth 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 HMA pavement; milling; culvert replacement, lining, cleaning and other repairs; concrete pavement; traffic control and pavement marking 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.

There will be multiple mobilizations for such items as: traffic control, common excavation, base aggregate dense, breaker run, asphalt paving, pavement marking, restoration, erosion control, drainage items and other incidental items. No additional payments will be made by the department for said mobilizations.

**Work Restrictions**

Stage 1 Detour - Close westbound USH 12 at CTH H and at Pell Lake Drive on ramp for a maximum of 45 hours to complete culvert replacements under westbound USH 12 at Station 108+96, Station 134+00, Station 314+94 and Station 315+88. The 45-hour closure will start at 6:00 PM and will reopen by 3:00 PM 45 hours later. The closure shall not be between Thursday 3:00 PM – Monday 6:00 AM. Complete stage 1 culvert replacement including replacing pipe, back filling trench, and paving according to construction detail prior to 3:00 PM April 16, 2020

If the contractor fails to complete the work necessary to open westbound USH 12 at CTH H and at Pell Lake Drive on ramp prior to 3:01 PM on April 16, 2020 the department will assess the contractor \$1,000 for each hour that the roadway remains closed after 3:01 PM April 16, 2020. An entire hour will be charged for any period of time within an hour that the road remains closed beyond 3:01 PM.

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

Complete culvert replacement at Station 314+94 and Station 315+88 under eastbound USH 12 within 14 calendar days of switching to Stage 2.

Complete culvert removals and replacements prior to milling and paving at the culvert locations. Complete concrete pavement replacement prior to paving HMA upper layer.



Comply with all local ordinances, which apply to the construction operations, if working during nighttime work hours. Before performing such work, submit any and all ordinance variances issued by the municipality to the contractor and required permits to the engineer 3 working days before performing such work.

The contractor's work schedule for any lane closure that will occur for more than one day shall indicate a continuous effort to complete the work in a timely manner.

Do not, at any time, conduct construction operations on both sides of the roadway at the same time without the permission of the engineer.

Construction of crossover area in stage 1 is shown in the Traffic Control plans as being completed without the use of concrete barrier temporary precast (CBTP) wall. To allow the shoulder reconstruction areas to be completed without using CBTP wall, protect traffic on USH 12 from the pavement drop-off associated with the construction of the crossover. Either 1) only excavate material in the area that can be fully replaced to finished grade in a single day, or 2) use existing excavated shoulder material to provide a 3:1 or flatter slope adjacent to the pavement in the area where the crossover has not been fully constructed by the end of a work day. All items of work required to meet this requirement shall be incidental to other items in the contract and not paid for separately. This includes any grading work associated with placing and removing material to provide a 3:1 or flatter slope adjacent to the pavement on a daily basis.

Construction of paved shoulder in stage 3 on USH 12 (Walworth Street) will be performed under flagging operation. Either 1) only remove existing gravel shoulder that can be fully removed and paved to finished grade in a single day, or 2) use existing excavated shoulder material to provide a 6:1 or flatter slope adjacent to the pavement in areas where the shoulder has not been fully paved to final grade by the end of the work day. All items of this work shall be incidental to other items in the contract. This includes any grading work associated with placing and removing material to provide a 6:1 or flatter slope adjacent to the pavement on a daily basis.

Perform earthwork operations, placement of breaker run and an initial lift of base course as a continuous operation to prevent the subgrade from obtaining moisture and becoming unstable. Within three days of removing the existing pavement and base course from any location along the roadway, construct that portion of the roadway by constructing the final subgrade by cutting and filling and placing breaker run and the first lift of base course. If the weather forecast predicts rain within 24 hours, complete all earthwork and placement of breaker run and first lift of base course on any areas where the existing pavement and base course have been removed.

#### Stage 1:

- Construct south crossover between Station 116+00 and Station 127+00
- Replace culverts on WB USH 12 at Station 108+96, Station 134+00, Station 314+94 and Station 315+88.
- Construct Beam Guard – USH 12 WB over Pell Lake Drive per construction detail.

#### Stage 2:

- Mill and pave HMA lower layer on EB USH 12 between north and south crossovers
- Mill and pave HMA on EB USH 12 on and off ramps at Pell Lake Drive
- Reconstruct pavement under CTH B structure on EB USH 12
- Culvert repair and replacements on EB USH 12 between north and south crossovers
- Construct Beam Guard – USH 12 EB over Pell Lake Drive per construction detail.

#### Stage 3:

- Mill and pave HMA lower layer and upper layer on WB USH 12 between north and south crossovers, Pell Lake Drive and USH 12 (Walworth Street) between Illinois state line and CTH H including WB on ramp at CTH H.
- Mill and pave HMA on WB USH 12 on and off ramps at Pell Lake Drive
- Reconstruct pavement under CTH U, Bloomfield Road, and Townline Road structures on WB USH 12

- Culvert repair and replacements on WB USH 12 between north and south crossovers and on Pell Lake Drive

#### Stage 4A:

- Mill and pave HMA lower layer on EB USH 12 median lane between Station 117+00 south crossover; and between north crossover and Station 546+42
- Pave HMA upper layer on EB USH 12 median lane between Station 117+00 and Station 546+42
- Mill and pave HMA lower layer and upper layer on WB USH 12 median lane between north crossover and Station 546+42

#### Stage 4B:

- Mill and pave HMA lower layer on EB USH 12 outside lane between Station 117+00 south crossover; and between north crossover and Station 546+42
- Mill and pave HMA upper layer on EB USH 12 outside lane between Station 117+00 and Station 546+42
- Mill and pave HMA lower layer and upper layer on WB USH 12 outside lane between north crossover and Station 546+42

### **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).

In accordance 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.

## **4. Traffic.**

Construct the project using the construction staging and traffic control shown in the plans, standard detail drawings, and as described in these special provisions.

At all times maintain emergency vehicle access to the entire project and emergency access to all homes and businesses.

Notify the Walworth County Sheriff at (262) 741-4400 of all roadway closures and traffic control changes 48 hours in advance. Notifications shall be given by 4:00 PM on Thursday for any such work to be done on the following Monday.

Short term freeway mainline rolling closures may be allowed for a maximum of 15 minutes for equipment moves across the roadways, or other work as determined by the engineer. The department will only allow short term rolling closures between 2:00 AM and 4:00 AM and they may only be performed by freeway law enforcement. Coordinate these closures with freeway law enforcement 14 days in advance after obtaining approval from the engineer. Present the scheduled time for the short term rolling closure at the weekly traffic meeting a minimum of one week prior to the closure.

Use drums and barricades to direct vehicular traffic in the work zone and to protect and delineate hazards such as open excavations, abrupt drop-offs, and exposed drainage structures.

Place roadway and roadway temporary pavement marking as detailed on the plans and in conformance to the Manual on Uniform Traffic Control Devices (MUTCD) latest edition. Traffic control shall be completely in place by the end of the working day of a traffic switch. Contractor forces will cover or remove conflicting signs as necessary to avoid confusion.

Do not park or store equipment, vehicles or construction materials within 30 feet of the edge of traffic lanes without barrier separation for any roadway carrying traffic.

Do not park personal vehicles within the access control limits of the freeway.

Do not use flag persons to direct, control, or stop freeway traffic. Adhere to Manual of Uniform Traffic Control Devices (MUTCD) chapter 6E standard requirements for flagger control on Walworth Street and Pell Lake Drive.

Place Fixed Message Signs (FMS) as shown on plans ten calendar days prior to stage 1 work beginning in order to inform the public of the upcoming construction. Place Ramp Closed Beginning XX-XX seven calendar days prior to ramp closure.

Work on Walworth Street and Pell Lake Drive will require flagging as specified per plan details and standard detail drawings. Flagging operations shall take place between 7:00 AM and 3:00 PM.

Perform all traffic control switches and road closures during non-peak hours.

Peak hours are:

Monday – Friday from 3:00 PM to 6:00 PM

Friday 3:00 PM to Sunday 8:00 PM

## **Traffic Control**

### 1080-18-70 Stage 1:

- Eastbound (EB) and westbound (WB) USH 12 inside lane closed.
- WB USH 12 ramps at CTH H and Pell Lake Drive are allowed to be closed for 45 hours prior to April 16, 2020.
- Ramps at Pell Lake Drive will be open to traffic at all times except as noted above.

### 1080-18-70 Stage 2:

- EB USH 12 closed between crossovers. Bi-directional traffic on WB USH 12.
- EB and WB ramps at CTH H open to traffic at all times
- EB on and off ramps at Pell Lake Drive closed for entire stage.

### 1080-19-70 Stage 3:

- WB USH 12 closed between crossovers. Bi-directional traffic on EB USH 12.
- EB and WB ramps at CTH H open to traffic at all times
- WB on and off ramps at Pell Lake Drive closed for entire stage.
- Pell Lake Drive work utilizing flagging operations.

### 1080-18-70 and 1080-19-70 Stage 4A:

- EB and WB USH 12 inside lanes closed
- Ramps will be open to traffic at all times.

### 1080-18-70 and 1080-19-70 Stage 4B:

- EB and WB USH 12 outside lanes closed
- Ramps at STH 50, Pell Lake Drive and CTH H will be closed only as necessary for paving operations.

## 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 less than 16 feet)</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 feet or greater)</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: Rebecca Klein (262) 822-5947.

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.

## 5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 12 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 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 Wednesday, July 15, 2020 to 6:00 AM Monday, July 20, 2020 for Country Thunder Music Fest
- From noon Friday, September 4, 2020 to 6:00 AM Tuesday, September 8, 2020 for Labor Day.

stp-107-005 (20181119)

## 6. Utilities.

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

There are underground and overhead utility facilities located within the project limits. Coordinate construction activities with a call to Digger's Hotline in Wisconsin or direct call to the utilities that have facilities in the area as required per statutes. Coordinate construction activities with call to JULIE at 8-1-1 or (800) 892-0123 and MEADE Electric at (773) 287-7600 for advance signing in Illinois. Use caution to ensure the integrity of underground and overhead facilities.

Bidders are advised to contact each utility company listed in the plans prior to preparing their bids, to obtain current information on the status of any utility with the project work limits.

#### 1080-18-70

Known utilities on the project are as follows:

**Alliant Energy Corporation – Electric** has underground and overhead facilities within the construction limits. The existing facilities are located as follows:

- Underground along the south shoulder of Walworth Street
- Underground along the east shoulder of South Road
- Overhead crossing of USH 12 at approximately STA 249+10 (near CTH U)
- Overhead crossing of USH 12 at approximately STA 326+55

No conflicts are anticipated.

The Alliant Energy Corporation - Electric contact for project ID 1080-18-70 is Dan Treinen at (608) 845-1108 or [dantreinen@alliantenergy.com](mailto:dantreinen@alliantenergy.com) or for project ID 1080-19-70 is Chris Gill at (608) 364-6552 or [chrisgill@alliantenergy.com](mailto:chrisgill@alliantenergy.com)

**ANR Pipeline Co** has underground facilities within the construction limits. The existing facilities are located as follows:

- Underground crossing of USH 12 at approximately STA 359+50 to STA 360+50

No conflicts are anticipated.

The ANR Pipeline Co contact is Todd Brister at (920) 477-2235 or [Todd\\_Brister@transcanada.com](mailto:Todd_Brister@transcanada.com)

**ATC** has overhead facilities within the construction limits. The existing facilities are located as follows:

- Overhead crossing of USH 12 at approximately STA 164+70 (near CTH B)

No conflicts are anticipated.

The ATC contact is Chris Dailey at (262)506-6884 or [cdailey@atcllc.com](mailto:cdailey@atcllc.com)

**AT&T Legacy – Communication Line** has underground facilities within the construction limits. The existing facilities are located as follows:

- Underground crossing of USH 12 at approximately STA 518+25

No conflicts are anticipated.

The AT&T Corp contact is Kenneth Nine at (574) 904-6336 or [kennethnine@att.net](mailto:kennethnine@att.net)

**Lake Geneva Utility Commission** has underground facilities within the construction limits. The existing facilities are located as follows:

- Underground crossing of USH 12 at approximately STA 540+00

No conflicts are anticipated.

The Lake Geneva Utility Commission contact is Josh Gajewski at (262) 248-2311 or [jgajewski@lgutilities.org](mailto:jgajewski@lgutilities.org)

**Village of Genoa City Sewer** has underground facilities within the construction limits. The existing facilities are located as follows:

- Underground crossing of USH 12 at approximately STA 125+00 (in line with wild rose road)
- Underground crossing of USH 12 on ramps at approximately STA 98+75
- Underground crossing of Walworth St at South Rd
- Underground along South Rd north shoulder & centerline

No conflicts are anticipated.

The Village of Genoa City contact is Todd Schiller at (262) 279-5728 or [gcpw@charter.net](mailto:gcpw@charter.net)

**Village of Genoa City Water** has underground facilities within the construction limits. The existing facilities are located as follows:

- Underground crossing of USH 12 at approximately STA 125+00 (in line with Wild Rose Road)
- Underground crossing of USH 12 on ramps at approximately STA 98+75
- Underground crossing of Walworth St at South Rd
- Underground along South Rd north shoulder & centerline

No conflicts are anticipated.

The Village of Genoa City contact is Todd Schiller at (262) 279-5728 or [gcpw@charter.net](mailto:gcpw@charter.net)

**We Energies - Gas** has underground facilities within the construction limits. The existing facilities are located as follows:

- Underground crossing of USH 12 at approximately STA 328+50
- Underground crossing of USH 12 at approximately STA 166+65
- Underground crossing of USH 12 on ramp at approximately STA 99+10
- Underground crossing of Walworth St at approximately STA 35+30

No conflicts are anticipated.

The We Energies contact is Scott Holstein at (262) 949-0490 or [scott.holstein@we-energies.com](mailto:scott.holstein@we-energies.com)

#### 1080-19-70

Known utilities on the project are the same as what is listed and were coordinated under project 1080-18-70 and as follows:

**Charter Communications – Communication Line** has underground and overhead facilities within the construction limits. The existing facilities are located as follows:

- Overhead crossing of USH 12 at approximately STA 165+55 (near CTH B)
- Overhead crossing of USH 12 at approximately STA 326+45 (with Alliant)
- Underground along Walworth St on the south side
- Underground crossing Walworth St at approximately STA 26+75 & STA 30+65

No conflicts are anticipated.

The Spectrum contact is Tom Phillips at (608) 209-34821 or [Thomas.phillips@charter.com](mailto:Thomas.phillips@charter.com)

**WisDOT Signals** does not have any existing facilities within the construction limits. Signals will be constructed at the intersection of USH 12 off ramp and CTH H under Project ID 1080-17-70 during the 2020 construction season.

No conflicts are anticipated.

The WisDOT Signal contact is Matthew Cowap at (414) 750-1748 or [matthew.cowap@dot.wi.gov](mailto:matthew.cowap@dot.wi.gov)

## **7. Other Contracts.**

Coordinate your work in accordance to subsection 105.5 of the standard specifications.

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 city and county personnel may be required at certain times concurrently with the work being done under this contract.

The following contracts are anticipated to be under construction within the time period of this contract. Coordinate activities, detours, work zone traffic control, roadway and lane closures, permanent signing, pavement marking, and other work items as required:

- ID 1080-17-70, USH 12, Genoa City – Lake Geneva, CTH H Intersection. The department construction contact is Al Gilbertson, (262) 548-8817, [Allen.Gilbertson@dot.wi.gov](mailto:Allen.Gilbertson@dot.wi.gov).

## **8. 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 Julie Jenks at (262) 548-6462.

stp-107-054 (20080901)

## **9. Information to Bidders, WPDES General Construction Storm Water Discharge Permit.**

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Julie Jenks at (262) 548-6462. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

## **10. Environmental Protection**

*Supplement standard spec 107.18 as follows:*

There are several culvert pipe and end wall replacement locations and liner locations that are within or adjacent to wetland or waterway areas. The contractor shall conduct all possible work in these areas from the roadside. Limit total land disturbance at each culvert located within a wetland to a 20'X20' area, except for the culverts receiving riprap treatment and for the twin culvert locations. For the culverts receiving riprap treatment (Station 201+00 and Station 216+92), limit the total land disturbance to 20'x30'. For the twin culvert pipes located at Stations 263+95 and 263+99; and at Stations 314+93 and 315+00, limit the wetland disturbance to 60'x15'. No equipment other than hand operated equipment shall be used in the wetland or adjacent to wetlands and/or waterways, except during culvert lining operations. Equipment used for lining operations shall exert low ground pressure (no wheeled vehicles).

Contractor is encouraged to perform the culvert work during dry, no water flow, periods. All culvert work shall take place in a fully dewatered pipe, ditch or waterway. For culvert repair or replacement work at the twin culvert locations (Stations 263+95 and 263+99; Stations 314+93 and 315+00), divert all active water flow into one culvert and work on the other culvert and vice versa.

Prior to the start of work at each culvert, bypass the active water flow, if any, by blocking the flow at the upstream (and downstream as needed) end of culvert and discharging it into the downstream end of the same culvert or the next culvert downstream, provided the flow is not transporting sediments (sand, silt, and clay particles). Discharge is allowed only if the department has been made aware of and approves the operation. When pumping bypass flows, the discharge location shall need to be stable and not produce any erosion from the discharge velocity that would cause release of sediments downstream.

Discharge of the stagnant water within the pipe and the end wall containing sediments (sand, silt, and clay particles) shall not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Sediment laden water shall be pumped into an approved filtering system prior to discharge.

Clean debris from the culvert and ditch area before allowing normal stream flow. The contractor shall limit work operation at each culvert location to 3 days.

## **11. Environmental Protection, Aquatic Exotic Species Control.**

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

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

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

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

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

## **12. Erosion Control.**



*Supplement standard spec 107.20 with the following:*

Erosion control best management practices (BMP's) shown on the plans are at suggested locations. The actual locations will be determined by the contractor's ECIP and by the engineer. Include dust control and each dewatering or by-pass (mechanical pumping) operation in the ECIP submittal. The ECIP will supplement information shown on the plans and not reproduce it. The ECIP shall identify how to implement the project's erosion control plan. ECIP shall demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, re-application of top soil, and restoration of permanent vegetation to minimize the period of exposure to possible erosion.

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison, Craig Webster, (262) 574-2141, [craig.webster@wisconsin.gov](mailto:craig.webster@wisconsin.gov). Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary seed or other temporary erosion control measures the engineer orders within 3 days of stockpile placement.

Re-apply topsoil on graded areas, as the engineer directs, immediately after the grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as the engineer directs, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 10 days, seed those areas with temporary seed and mulch within 3 days of any grading.

Prior to each dewatering operation, submit to the department a separate ECIP amendment for sediment removal. Guidance on dewatering can be found on the Wisconsin DNR website located in the Storm Water Construction Technical Standards, Dewatering Code #1061,

[http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html).

Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the contract.

### **13. Notice to Contractor – Signing in Illinois**

The contractor is required to submit six 11 x 17 copies of the plan sheets for all signing that will be installed in Illinois, a Certificate of Insurance with IDOT as an additional insured and a cover letter indicating the dates when the signs will be installed and removed. They should be submitted to Yeleina Haydel at Illinois Department of Transportation Bureau of Traffic – Permits section, 201 West Center Court, Schamburg IL, 60196. Yeleina's contact information is (847) 705-4145 or [Yeleina.haydel@illinois.gov](mailto:Yeleina.haydel@illinois.gov).

### **14. Removing Existing Endwall, Item 204.9060.S.01.**

#### **A Description**

This special provision describes removing existing endwall conforming to standard spec 204 and as hereinafter provided.

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

#### **C (Vacant)**

#### **D Measurement**

The department will measure Removing Existing Endwall as each endwall removed, acceptably completed.

## E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Existing Endwall	EACH
stp-204-025 (20150630)		

## 15. Removing Corrugated Steel Culvert Pipe and Restoring Cut End, Item 204.9060.S.02.

### A Description

This special provision describes removing a portion of a corrugated steel culvert pipe and restoring the cut end according to the pertinent provisions of standard spec 204 and as hereinafter provided.

### B (Vacant)

### C Construction

Repair damaged zinc coating on cuts according to AASHTO M36.

### D Measurement

The department will measure Removing Corrugated Steel Culvert Pipe and Restoring Cut End as each individual culvert end, acceptably completed.

## E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.02	Removing Corrugated Steel Culvert Pipe and Restoring Cut End	EACH

Payment is full compensation for cutting culvert pipe and repairing zinc coating.

stp-204-025 (20150630)

460-040

## 16. HMA Percent Within Limits (PWL) Test Strip Volumetrics, Item 460.0105.S; HMA Percent Within Limits (PWL) Test Strip Density Item 460.0110.S.

### A Description

This special provision describes the Hot Mix Asphalt (HMA) density and volumetric testing tolerances required for an HMA test strip. An HMA test strip is required for contracts constructed under HMA Percent Within Limits (PWL) QMP. A density test strip is required for each pavement layer placed over a specific, uniform underlying material, unless specified otherwise in the plans. Each contract is restricted to a single mix design per mix type per layer (e.g., upper layer and lower layer may have different mix type specified or may have the same mix type with different mix designs). Each mix design requires a separate test strip. Density and volumetrics testing will be conducted on the same test strip whenever possible.

Perform work according to standard spec 460 and as follows.

### B Materials

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

### C Construction

#### C.1 Test Strip

Submit the test strip start time and date to the department in writing at least 5 calendar days in advance of construction of the test strip. If the contractor fails to begin paving within 2 hours of the submitted start time, the test strip is delayed and the department will assess the contractor \$2,000 for each instance according to Section E of this document. Alterations to the start time and date must be submitted to the department in writing a minimum of 24 hours prior to the start time. The contractor will not be liable for changes in start time related to adverse weather days as defined by standard spec 101.3 or equipment breakdown verified by the department.

On the first day of production for a test strip, produce approximately 750 tons of HMA. (Note: adjust tonnage to accommodate natural break points in the project.) Locate test strips in a section of the roadway to allow a representative rolling pattern (i.e. not a ramp or shoulder, etc.).

### C.1.1 Sampling and Testing Intervals

#### C.1.1.1 Volumetrics

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

During production for the test strip, obtain sufficient HMA mixture for three-part split samples from trucks prior to departure from the plant. Collect three split samples during the production of test strip material. Perform sampling from the truck box and three-part splitting of HMA according to CMM 8-36. These three samples will be randomly selected by the engineer from each *third* of the test strip tonnage (T), excluding the first 50 tons:

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

#### C.1.1.2 Density

Required field tests include contractor QC and department QV nuclear density gauge tests and pavement coring at ten individual locations (five in each half of the test strip length) according to Appendix A: *Test Methods and Sampling for HMA PWL QMP Projects*. Both QV and QC teams shall have two nuclear density gauges present for correlation at the time the test strip is constructed. QC and QV teams may wish to scan with additional gauges at the locations detailed in Appendix A, as only gauges used during the test strip correlation phase will be allowed.

### C.1.2 Field Tests

#### C.1.2.1 Density

A gauge comparison according to CMM 8-15.7 shall be completed prior to the day of test strip construction. Daily standardization of gauges on reference blocks and a project reference site shall be performed according to CMM 8-15.8. A standard count shall be performed for each gauge on the material placed for the test strip, prior to any additional data collection. Nuclear gauge readings and pavement cores shall be used to determine nuclear gauge correlation according to Appendix A. The two to three readings for the five locations across the mat for each of two zones shall be provided to the engineer. The engineer will analyze the readings of each gauge relative to the densities of the cores taken at each location. The engineer will determine the average difference between the nuclear gauge density readings and the measured core densities to be used as a constant offset value. This offset will be used to adjust raw density readings of the specific gauge and shall appear on the density data sheet along with gauge and project identification. An offset is specific to the mix and layer; therefore, a separate value shall be determined for each layer of each mix placed over a differing underlying material for the contract. This constitutes correlation of that individual gauge for the given layer. Two gauges per team are not required to be onsite daily after completion of the test strip. Any data collected without a correlated gauge will not be accepted.

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

The target maximum density to be used in determining core density is the average of the three volumetric/mix Gmm values from the test strip multiplied by 62.24 lb/ft<sup>3</sup>. In the event mix and density portions of the test strip procedure are separated, or if an additional density test strip is required, the mix portion must be conducted prior to density determination. The target maximum density to determine core densities shall then be the Gmm four-test running average (or three-test average from a PWL

volumetric-only test strip) from the end of the previous day's production multiplied by 62.24 lb/ft<sup>3</sup>. If no PWL production volumetric test is to be taken in a density-only test strip, a non-random three-part split mix sample will be taken and tested for Gmm by the department representative. The department Gmm test results from this non-random test will be entered in the HMA PWL Test Strip Spreadsheet and must conform to the Acceptance Limits presented in C.2.1.

Exclusions such as shoulders and appurtenances shall be tested and reported according to CMM 8-15. However, all acceptance testing of shoulders and appurtenances will be conducted by the department, and average lot (daily) densities must conform to standard spec Table 460-3. No density incentive or disincentive will be applied to shoulders or appurtenances. However, unacceptable shoulder material will be handled according to standard spec 460.3.3.1 and CMM 8-15.11.

### C.1.3 Laboratory Tests

#### C.1.3.1 Volumetrics

Obtain random samples according to C.1.1.1 and Appendix A. Perform tests the same day as taking the sample.

Theoretical maximum specific gravities of each mixture sample will be obtained according to AASHTO T 209. Bulk specific gravities of both gyratory compacted samples and field cores shall be determined according to AASHTO T 166. The bulk specific gravity values determined from field cores shall be used to calculate a correction factor (i.e., offset) for each QC and QV nuclear density gauge. The correction factor will be used throughout the remainder of the layer.

### C.2 Acceptance

#### C.2.1 Volumetrics

Produce mix conforming to the following limits based on individual QC and QV test results (tolerances based on most recent JMF):

ITEM	ACCEPTANCE LIMITS
Percent passing given sieve:	
37.5-mm	+/- 8.0
25.0-mm	+/- 8.0
19.0-mm	+/- 7.5
12.5-mm	+/- 7.5
9.5-mm	+/- 7.5
2.36-mm	+/- 7.0
75-µm	+/- 3.0
Asphaltic content in percent <sup>[1]</sup>	- 0.5
Air Voids	-1.5 and +2.0
VMA in percent <sup>[2]</sup>	- 1.0
Maximum specific gravity	+/- 0.024

<sup>[1]</sup> Asphalt content more than -0.5% below the JMF will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction according to WisDOT Modified ASTM D8159.

<sup>[2]</sup> VMA limits based on minimum requirement for mix design nominal maximum aggregate size in [table 460-1](#).

QV samples will be tested for Gmm, Gmb, and AC. Air voids and VMA will then be calculated using these test results.

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

If QC and QV test results do not correlate as determined by the split sample comparison, the retained split sample will be tested by the department's AASHTO accredited laboratory and HTCP certified personnel as a referee test. Additional investigation shall be conducted to identify the source of the

difference between QC and QV data. Referee data will be used to determine material conformance and pay.

### C.2.2 Density

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

TABLE 460-3 MINIMUM REQUIRED DENSITY<sup>[1]</sup>

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

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

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

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

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

### C.2.3 Test Strip Approval and Material Conformance

All applicable laboratory and field testing associated with a test strip shall be completed prior to any additional mainline placement of the mix. All test reports shall be submitted to the department upon completion, and approved before paving resumes. The department will notify the contractor within 24 hours from start of test strip regarding approval to proceed with paving, unless an alternate time frame is agreed upon in writing with the department. The 24-hour approval time includes only working days as defined in standard spec 101.3.

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

The PWL values for air voids and density shall be calculated after determining core densities. An approved test strip is defined as the individual PWL values for air voids and density both being equal to or greater than 75, mixture volumetric properties conforming to the limits specified in C.2.1, and an acceptable gauge-to-core correlation. Further clarification on PWL test strip approval and appropriate post-test strip actions are shown in the following table:

PWL Test Strip Approval and Material Conformance Criteria

PWL Value for Air Voids and Density	Test Strip Approval	Material Conformance	Post-Test Strip Action
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		the contract unit price according to Section E.	Density test strip as necessary.
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<sup>1</sup> In addition to these PWL criteria, mixture volumetric properties must conform to the limits specified in C.2.1, split sample comparison must have a passing result and an acceptable gauge-to-core correlation must be completed.

A maximum of two test strips will be allowed to remain in place per pavement layer per contract. If material is removed, a new test strip shall replace the previous one at no additional cost to the department. If the contractor changes the mix design for a given mix type during a contract, no additional compensation will be paid by the department for the required additional test strip and the department will assess the contractor \$2,000 for the additional test strip according to Section E of this special provision. For simultaneously conducted density and volumetric test strip components, the following must be achieved:

- i. Passing/Resolution of Split Sample Comparison
- ii.
- iii.
- iv. Acceptable correlation

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

#### **D Measurement**

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
460.0105.S	HMA Percent Within Limits (PWL) Test Strip Volumetrics	EACH
460.0110.S	HMA Percent Within Limits (PWL) Test Strip Density	EACH

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

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

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

Acceptable HMA mixture placed on the project as part of a volumetric or density test strip will be compensated by the appropriate HMA Pavement bid item with any applicable pay adjustments. If a test strip is delayed as defined in C.1 of this document, the department will assess the contractor \$2,000 for each instance, under the HMA Delayed Test Strip administrative item. If an additional test strip is required because the initial test strip is not approved by the department or the mix design is changed by the contractor, the department will assess the contractor \$2,000 for each additional test strip (i.e. \$2,000 for each individual volumetrics or density test strip) under the HMA Additional Test Strip administrative item.

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

**PERCENT WITHIN LIMITS  
(PWL)**

≥ 50 to < 90  
<50

**PAYMENT FACTOR, PF  
(percent of \$65/ton)**

$PF = ((PWL - 90) * 0.4) + 100$   
 $(PWL * 0.5) + 55$   
50%<sup>[1]</sup>

where, PF is calculated per air voids and density, denoted PF<sub>air voids</sub> & PF<sub>density</sub>

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

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

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

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

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

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

Individual Pay Factors for each air voids (PF<sub>air voids</sub>) and density (PF<sub>density</sub>) will be determined. PF<sub>air voids</sub> will be multiplied by the total tonnage produced (i.e., from truck tickets), and PF<sub>density</sub> will be multiplied by the calculated tonnage used to pave the mainline only (i.e., traffic lane excluding shoulder) as determined according to Appendix A.

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

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

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

stp-460-040 (20181119)

## 17. HMA Pavement Percent Within Limits (PWL) QMP.

### A Description

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

### B Materials

Conform to the requirements of standard spec 450, 455, and 460 except where superseded by this special provision. The department will allow only one mix design for each HMA mixture type per layer required for the contract, unless approved by the engineer. The use of more than one mix design for each HMA pavement layer will require the contractor to construct a new test strip in accordance with HMA

Pavement Percent Within Limits (PWL) QMP Test Strip Volumetrics and HMA Pavement Percent Within Limits (PWL) QMP Test Strip Density articles at no additional cost to the department.

*Replace standard spec 460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater with the following:*

#### **460.2.8.2.1.3.1 Contracts under Percent within Limits**

- (1) Furnish and maintain a laboratory at the plant site fully equipped for performing contractor QC testing. Have the laboratory on-site and operational before beginning mixture production.
- (2) Obtain random samples and perform tests according to this special provision and further defined in Appendix A: *Test Methods & Sampling for HMA PWL QMP Projects*. Obtain HMA mixture samples from trucks at the plant. For the subplot in which a QV sample is collected, discard the QC sample and test a split of the QV sample.
- (3) Perform sampling from the truck box and three-part splitting of HMA samples according to CMM 8-36. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield three splits for all random sampling per subplot. All QC samples shall provide the following: QC, QV, and Retained. The contractor shall take possession and test the QC portions. The department will observe the splitting and take possession of the samples intended for QV testing (i.e., QV portion from each sample) and the Retained portions. Additional sampling details are found in Appendix A. Label samples according to CMM 8-36. Additional handling instructions for retained samples are found in CMM 8-36.
- (4) Use the test methods identified below to perform the following tests at a frequency greater than or equal to that indicated:
  - Blended aggregate gradations in accordance with AASHTO T 30
  - Asphalt content (AC) in percent determined by ignition oven method according to AASHTO T 308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T 164 Method A or B, or automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1.
  - Bulk specific gravity (Gmb) of the compacted mixture according to AASHTO T 166.
  - Maximum specific gravity (Gmm) according to AASHTO T 209.
  - Air voids ( $V_a$ ) by calculation according to AASHTO T 269.
  - Voids in Mineral Aggregate (VMA) by calculation according to AASHTO R35.
- (5) Lot size shall consist of 3750 tons with sublots of 750 tons. Test each design mixture at a frequency of 1 test per 750 tons of mixture type produced and placed as part of the contract. Add a random sample for any fraction of 750 tons at the end of production for a specific mixture design. Partial lots with less than three subplot tests will be included into the previous lot for data analysis and pay adjustment. Volumetric lots will include all tonnage of mixture type under specified bid item unless otherwise specified in the plan.
- (6) Conduct field tensile strength ratio tests according to AASHTO T283, without freeze-thaw conditioning cycles, on each qualifying mixture in accordance with CMM 8-36.6.14. Test each full 50,000 ton production increment, or fraction of an increment, after the first 5,000 tons of production. Perform required increment testing in the first week of production of that increment. If field tensile strength ratio values are below the spec limit, notify the engineer. The engineer and contractor will jointly determine a corrective action.

*Delete standard spec 460.2.8.2.1.5 and 460.2.8.2.1.6.*

*Replace standard spec 460.2.8.2.1.7 Corrective Action with the following:*

#### **460.2.8.2.1.7 Corrective Action**

- (1) Material must conform to the following action and acceptance limits based on individual QC and QV test results (tolerances relative to the JMF used on the PWL Test Strip):

ITEM	ACTION LIMITS	ACCEPTANCE LIMITS
Percent passing given sieve:		
37.5-mm	+/- 8.0	
25.0-mm	+/- 8.0	
19.0-mm	+/- 7.5	
12.5-mm	+/- 7.5	



9.5-mm	+/- 7.5	
2.36-mm	+/- 7.0	
75-µm	+/- 3.0	
AC in percent <sup>[1]</sup>	-0.3	-0.5
Va		- 1.5 & +2.0
VMA in percent <sup>[2]</sup>	- 0.5	-1.0

<sup>[1]</sup> The department will not adjust pay based on QC AC in percent test results; however corrective action will be applied to nonconforming material according to 460.2.8.2.1.7(3) as modified herein.

<sup>[2]</sup> VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

(2) QV samples will be tested for Gmm, Gmb, and AC. Air voids and VMA will then be calculated using these test results.

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

(4) For any additional tests outside the random number testing conducted for volumetrics, the data collected will not be entered into PWL calculations. Additional QV tests must meet acceptance limits or be subject to production stop and/or remove and replace.

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

*Replace standard spec 460.2.8.3.1.2 Personnel Requirements with the following:*

#### **460.2.8.3.1.2 Personnel Requirements**

(1) The department will provide at least one HTCP-certified Transportation Materials Sampling (TMS) Technician, to observe QV sampling of HMA mixtures.

(2) Under departmental observation, a contractor TMS technician shall collect and split samples.

(3) A department HTCP-certified Hot Mix Asphalt, Technician I, Production Tester (HMA-IPT) technician will ensure that all sampling is performed correctly and conduct testing, analyze test results, and report resulting data.

(4) The department will make an organizational chart available to the contractor before mixture production begins. The organizational chart will include names, telephone numbers, and current certifications of all QV testing personnel. The department will update the chart with appropriate changes, as they become effective.

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

#### **460.2.8.3.1.4 Department Verification Testing Requirements**

(1) HTCP-certified department personnel will obtain QV random samples by directly supervising HTCP-certified contractor personnel sampling from trucks at the plant. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield three splits for all random sampling per subplot. All QV samples shall furnish the following: QC, QV, and Retained. The department will observe the splitting and take possession of the samples intended for QV testing (i.e., QV portion from each sample) and the Retained portions. The department will take possession of retained samples accumulated to date each day QV samples are collected. The department will retain samples until surpassing the analysis window of up to 5 lots, as defined in 460.2.8.3.1.7(2) of this special provision. Additional sampling details are found in Appendix A.

(2) The department will verify product quality using the test methods specified here in 460.2.8.3.1.4(3). The department will identify test methods before construction starts and use only those methods during production of that material unless the engineer and contractor mutually agree otherwise.

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

- Bulk specific gravity (Gmb) of the compacted mixture according to AASHTO T 166.
- Maximum specific gravity (Gmm) according to AASHTO T 209.
- Air voids (Va) by calculation according to AASHTO T 269.
- Voids in Mineral Aggregate (VMA) by calculation according to AASHTO R 35.
- Asphalt Content (AC) in percent determined by ignition oven method according to AASHTO T 308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T 164 Method A or B, or automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1.

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

*Delete standard spec 460.2.8.3.1.6.*

*Replace standard spec 460.2.8.3.1.7 Dispute Resolution with the following:*

#### **460.2.8.3.1.7 Data Analysis for Volumetrics**

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

(2) The engineer, upon completion of the first 3 lots, will compare the variances (F-test) and the means (t-test) of the QV test results with the QC test results. Additional comparisons incorporating the first 3 lots of data will be performed following completion of the 4<sup>th</sup> and 5<sup>th</sup> lots (i.e., lots 1-3, 1-4, and 1-5). A rolling window of 5 lots will be used to conduct F & t comparison for the remainder of the contract (i.e., lots 2-6, then lots 3-7, etc.), reporting comparison results for each individual lot. Analysis will use a set alpha value of 0.025. If the F- and t-tests report comparable data, the QC and QV data sets are determined to be statistically similar and QC data will be used to calculate the Va used in PWL and pay adjustment calculations. If the F- and t-tests result in non-comparable data, proceed to the *dispute resolution* steps found below. Note: if both QC and QV Va PWL result in a pay adjustment of 102% or greater, dispute resolution testing will not be conducted. Dispute resolution via further investigation is as follows:

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

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

- i. If the F- and t-tests indicate variances and means compare, no further testing is required for the lot and QC data will be used for PWL and pay factor/adjustment calculations.
- ii. If the F- and t-tests indicate non-comparable variances or means, the Retained portion of the random QC sample will be tested by the department's regional lab for the remaining 4 sublots of the lot which the F- and t- tests indicate non-comparable datasets. The department's regional lab and the referee test results will be used for PWL and pay factor/adjustment calculations. Upon the second instance of non-comparable variance or means and for every instance thereafter, the department will assess a pay reduction for the additional testing of the remaining 4 sublots at \$2,000/lot under the HMA Regional Lab Testing administrative item.

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

- i. If referee testing results in an increased calculated pay factor, the department will pay for the cost of the additional referee testing.

- ii. If referee testing of a disputed lot results in an equal or lower calculated pay factor, the department will assess a pay reduction for the additional referee testing at \$2,000/lot under the Referee Testing administrative item.
- (3) The department will notify the contractor of the referee test results within 3 working days after receipt of the samples by the department's AASHTO accredited laboratory. The intent is to provide referee test results within 7 calendar days from completion of the lot.
- (4) The department will determine mixture conformance and acceptability by analyzing referee test results, reviewing mixture data, and inspecting the completed pavement according to the standard spec, this special provision, and accompanying Appendix A.
- (5) Unacceptable material (i.e., resulting in a PWL value less than 50 or individual QC or QV test results not meeting the Acceptance Requirements of 460.2.8.2.1.7 as modified herein) will be referee tested by the bureau's AASHTO accredited laboratory and certified personnel. Such material may be subject to remove and replace, at the discretion of the engineer. If the engineer allows the material to remain in place, it will be paid at 50% of the HMA Pavement contract unit price. Replacement or pay adjustment will be conducted on a subplot basis. If an entire PWL subplot is removed and replaced, the test results of the newly placed material will replace the original data for the subplot. Any remove and replace shall be performed at no additional cost to the department. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test will be conducted and under such circumstances will be entered into the HMA PWL Production Spreadsheet for data analysis and pay determination.] The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

*Delete standard spec 460.2.8.3.1.8 Corrective Action.*

## **C Construction**

*Replace standard spec 460.3.3.2 Pavement Density Determination with the following:*

### **460.3.3.2 Pavement Density Determination**

- (1) The engineer will determine the target maximum density using department procedures described in CMM 8-15. The engineer will determine density as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.
- (2) Do not re-roll compacted mixtures with deficient density test results. Do not operate continuously below the specified minimum density. Stop production, identify the source of the problem, and make corrections to produce work meeting the specification requirements.
- (3) A lot is defined as 7500 lane feet with sublots of 1500 lane feet (excluding shoulder, even if paved integrally) and placed within a single layer for each location and target maximum density category indicated in table 460-3. The contractor is required to complete three tests randomly per subplot and the department will randomly conduct one QV test per subplot. A partial quantity less than 750 lane feet will be included with the previous subplot. Partial lots with less than three sublots will be included in the previous lot for data analysis/acceptance and pay, by the engineer. If density lots/sublots are determined prior to construction of the test strip, any random locations within the test strip shall be omitted. Exclusions such as shoulders and appurtenances shall be tested and recorded in accordance with CMM 8-15. However, all acceptance testing of shoulders and appurtenances will be conducted by the department, and average lot (daily) densities must conform to standard spec Table 460-3. No density incentive or disincentive will be applied to shoulders or appurtenances. Offsets will not be applied to nuclear density gauge readings for shoulders or appurtenances. Unacceptable shoulder material will be handled according to standard spec 460.3.3.1 and CMM 8-15.11.
- (4) The three QC locations per subplot represent the outside, middle, and inside of the paving lane. The QC density testing procedures are detailed in Appendix A.
- (5) QV nuclear testing will consist of one randomly selected location per subplot. The QV density testing procedures will be the same as the QC procedure at each testing location and are also detailed in Appendix A.
- (6) An HTCP-certified nuclear density technician (NUCDENSITYTEC-I) shall identify random locations and perform the testing for both the contractor and department. The responsible certified technician shall ensure that sample location and testing is performed correctly, analyze test results, and provide density results to the contractor weekly, or at the completion of each lot.
- (7) For any additional tests outside the random number testing conducted for density, the data collected will not be entered into PWL calculations. However, additional QV testing must meet the tolerances for

material conformance as specified in the standard specification and this special provision. If additional density data identifies unacceptable material, proceed as specified in CMM 8-15.11.

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

#### **460.3.3.3 Analysis of Density Data**

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

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

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

(3) The department will determine mixture density conformance and acceptability by analyzing test results, reviewing mixture data, and inspecting the completed pavement according to standard spec, this special provision, and accompanying Appendix A.

(4) Density resulting in a PWL value less than 50 or not meeting the requirements of 460.3.3.1 (any individual density test result falling more than 3.0 percent below the minimum required target maximum density as specified in standard spec Table 460-3) is unacceptable and may be subject to remove and replace at no additional cost to the department, at the discretion of the engineer.

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

## **D Measurement**

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

## **E Payment**

*Replace standard spec 460.5.2 HMA Pavement with the following:*

### **460.5.2 HMA Pavement**

#### **460.5.2.1 General**

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

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

#### **460.5.2.2 Calculation of Pay Adjustment for HMA Pavement using PWL**

<sup>(1)</sup> Pay adjustments will be calculated using 65 dollars per ton of HMA pavement. The HMA PWL Production Spreadsheet, including data, will be made available to the contractor by the department as soon as practicable upon completion of each lot. The department will pay for measured quantities of mix based on this price multiplied by the following pay adjustment calculated in accordance with the HMA PWL Production Spreadsheet:

### PAY FACTOR FOR HMA PAVEMENT AIR VOIDS & DENSITY

<i>PERCENT WITHIN LIMITS</i> (PWL)	<i>PAYMENT FACTOR, PF</i> (percent of \$65/ton)
≥ 90 to 100	$PF = ((PWL - 90) * 0.4) + 100$
≥ 50 to < 90	$(PWL * 0.5) + 55$
<50	50% <sup>[1]</sup>

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

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

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

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

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

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

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

Individual Pay Factors for each air voids ( $PF_{\text{air voids}}$ ) and density ( $PF_{\text{density}}$ ) will be determined.  $PF_{\text{air voids}}$  will be multiplied by the total tonnage placed (i.e., from truck tickets), and  $PF_{\text{density}}$  will be multiplied by the calculated tonnage used to pave the mainline only (i.e., travel lane excluding shoulder) as determined in accordance with Appendix A.

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

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

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

The department will administer a disincentive under the Disincentive HMA Binder Content administrative item for each individual QV test result indicating asphalt binder content below the Action Limit in 460.2.8.2.1.7 presented herein. The department will adjust pay per subplot of mix at 65 dollars per ton of HMA pavement multiplied by the following pay adjustment calculated according to the HMA PWL Production Spreadsheet:

<u>AC Binder</u> <u>Relative to JMF</u>	<u>Pay Adjustment /</u> <u>Sublot</u>
-0.4% to -0.5%	75%
More than -0.5%	50% <sup>[1]</sup>

<sup>[1]</sup> Any material resulting in an asphalt binder content more than 0.5% below the JMF AC content shall be removed and replaced unless the engineer allows such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement. Such material will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction according to automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1.

Note: PWL value determination is further detailed in the *Calculations* worksheet of the HMA PWL Production Spreadsheet.

stp-460-050 (20190618)

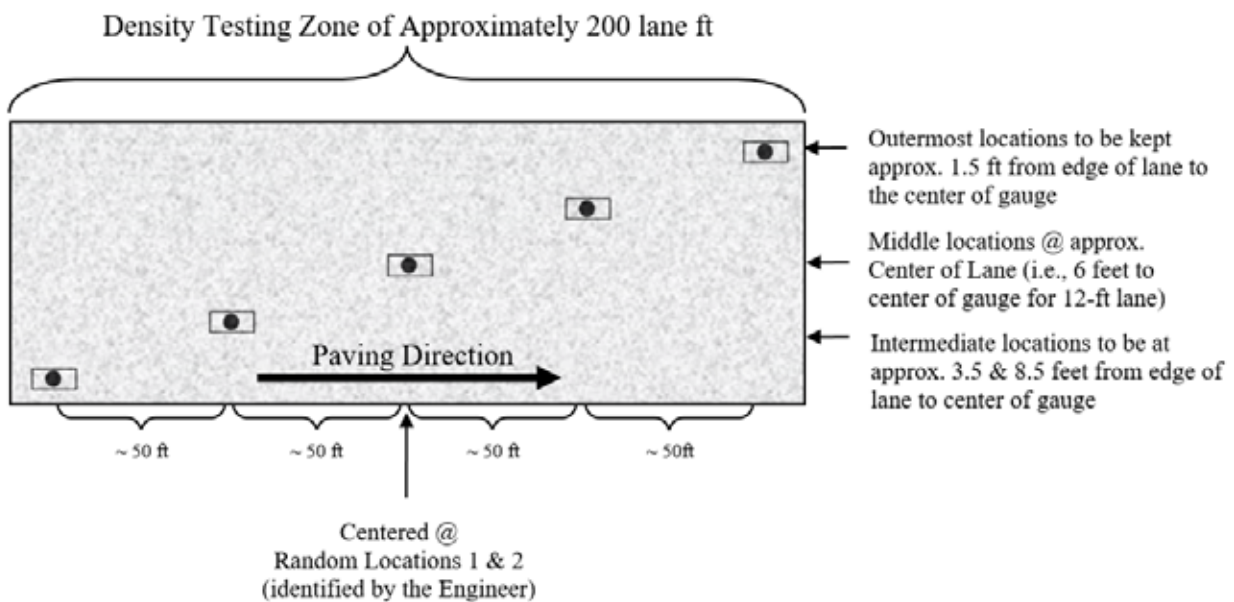
## 18. Appendix A.

### Test Methods & Sampling for HMA PWL QMP Projects.

The following procedures are included with the HMA Pavement Percent Within Limits (PWL) Quality Management Program (QMP) special provision:

1. WisDOT Procedure for Nuclear Gauge/Core Correlation – Test Strip
2. WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production
3. Sampling for WisDOT HMA PWL QMP
4. Calculation of PWL Mainline Tonnage Example

## WisDOT Procedure for Nuclear Gauge/Core Correlation – Test Strip




**Figure 1: Nuclear/Core Correlation Location Layout**

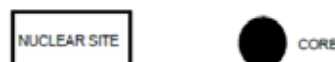
The engineer will identify two zones in which gauge/core correlation is to be performed. These two zones will be randomly selected within each *half* of the test strip length. (Note: Density zones shall not overlap and must have a minimum of 100 feet between the two zones; therefore, random numbers may be shifted (evenly) in order to meet these criteria.) Each zone shall consist of five locations across the mat as identified in Figure 1. The following shall be determined at each of the five locations within both zones:

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

\*If the two readings exceed 1.0 pcf of one another, a third reading is conducted in the same orientation as the first reading. In this event, all three readings are averaged, the individual test reading of the three which falls farthest from the average value is discarded, and the average of the remaining two values is used to represent the location for the gauge.

The zones are supposed to be undisclosed to the contractor/roller operators. The engineer will not lay out density/core test sites until rolling is completed and the cold/finish roller is beyond the entirety of the zone. Sites are staggered across the 12-foot travel lane, and do not include shoulders. The outermost locations should be 1.5-feet from the center of the gauge to the edge of lane. [NOTE: This staggered layout is only applicable to the test strip. All mainline density locations after test strip should have a longitudinal- as well as transverse-random number to determine location as detailed in the *WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production* section of this document.]

Individual locations are represented by the  symbol as seen in Figure 1 above. The symbol is two-part, comprised of the nuclear test locations and the location for coring the pavement, as distinguished here:



The nuclear site is the same for QC and QV readings for the test strip, i.e., the QC and QV teams are to take nuclear density gauge readings in the same footprint. Each of the QC and QV teams are to take a

minimum of two one-minute readings per nuclear site, with the gauge rotated 180 degrees between readings, as seen here:



**Figure 2: Nuclear gauge orientation for (a) 1<sup>st</sup> one-minute reading and (b) 2<sup>nd</sup> one-minute reading**

Photos should be taken of each of the 10 core/gauge locations of the test strip. This should include gauge readings (pcf) and a labelled core within the gauge footprint. If a third reading is needed, all three readings should be recorded and documented. Only raw readings in pcf should be written on the pavement during the test strip, with a corresponding gauge ID/SN (generalized as QC-1 through QV-2 in the following Figure) in the following format:



**Figure 3: Layout of raw gauge readings as recorded on pavement**

Each core will then be taken from the center of the gauge footprint, and will be used to correlate each gauge with laboratory-measured bulk specific gravities of the pavement cores. One core in good condition must be obtained from each of the 10 locations. If a core is damaged at the time of extracting from the pavement, a replacement core should be taken immediately adjacent to the damaged core, i.e., from the same footprint. If a core is damaged during transport, it should be recorded as damaged and excluded from the correlation. Coring after traffic is on the pavement should be avoided. The contractor is responsible for coring of the pavement. Coring and filling of core holes must be approved by the engineer. The QV team is responsible for the labeling and safe transport of the cores from the field to the QC laboratory. Core density testing will be conducted by the contractor and witnessed by department personnel. The contractor is responsible for drying the cores following testing. The department will take possession of cores following initial testing and is responsible for any verification testing.

Each core 150 mm (6 inches) in diameter will be taken at locations as identified in Figure 1. Each random core will be full thickness of the layer being placed. The contractor is responsible for thoroughly drying cores obtained from the mat in accordance with ASTM D 7227 prior to using specimens for in-place density determination in accordance with AASHTO T 166.

Cores must be taken before the pavement is open to traffic. Cores are cut under Department/project staff observation. Relabel each core immediately after extruding, or ensure that labels applied to pavement prior to cutting remain legible. The layer interface should also be marked immediately following extrusion. Cores should be cut at this interface, using a wet saw, to allow for density measurement of only the most recently placed layer. Cores should be protected from excessive temperatures such as direct sunlight. Also, there should be department custody (both in transport and storage) for the cores until they are tested, whether that be immediately after the test strip or subsequent day if agreed upon between Department and Contractor. Use of concrete cylinder molds works well to transport cores. Cores should

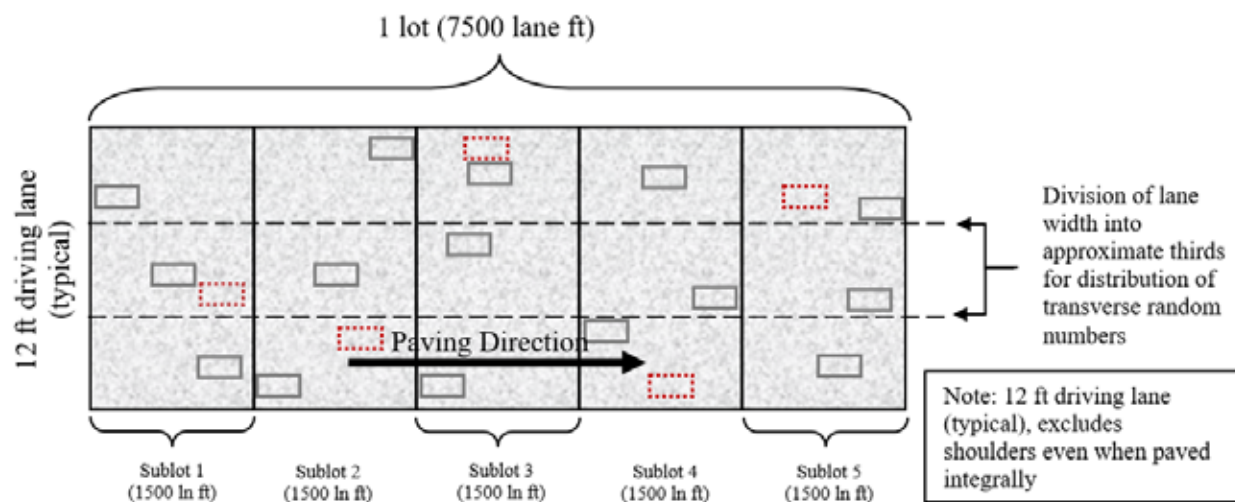


be placed upside down (flat surface to bottom of cylinder mold) in the molds, one core per mold, cylinder molds stored upright, and ideally transported in a cooler. Avoid any stacking of pavement cores.

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

## **WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production**

For nuclear density testing of the pavement beyond the test strip, QC tests will be completed at three locations per subplot, with a subplot defined as 1500 lane feet. The three locations will represent the outside, middle, and inside of the paving lane (i.e., the lane width will be divided into thirds as shown by the dashed longitudinal lines in Figure 3 and random numbers will be used to identify the specific transverse location within each third in accordance with CMM 8-15). Longitudinal locations within each subplot shall be determined with 3 independent random numbers. The PWL Density measurements do not include the shoulder and other appurtenances. Such areas are tested by the department and are not eligible for density incentive or disincentive. Each location will be measured with two one-minute gauge readings oriented 180 degrees from one another, in the same footprint as detailed in Figure 2 above. Each location requires a minimum of two readings per gauge. The density gauge orientation for the first test will be with the source rod towards the direction of paving. QV nuclear testing will consist of one randomly selected location per subplot. The QV is also comprised of two one-minute readings oriented 180 degrees from one another. For both QC and QV test locations, if the two readings exceed 1.0 pcf of one another, a third reading is conducted in the same orientation as the first reading. In this event, all three readings are averaged, the individual test reading of the three which falls farthest from the average value is discarded, and the average of the remaining two values is used to represent the location for the gauge. The subplot density testing layout is depicted in Figure 4, with QC test locations shown as solid lines and QV as dashed.



**Figure 4: Locations of main lane HMA density testing (QC=solid lines, QV=dashed)**

QC and QV nuclear density gauge readings will be statistically analyzed in accordance with Section 460.3.3.3 of the HMA PWL QMP SPV. (Note: For density data, if F- and t-tests compare, QC data will be used for the subsequent calculations of PWL value and pay determination. However, if an F- or t-test does not compare, the QV data will be used in subsequent calculations.)

## **Sampling for WisDOT HMA PWL QMP Production**

Sampling of HMA mix for QC, QV and Retained samples shall conform to CMM 8-36 except as modified here.

*Delete CMM 8-36.4 Sampling Hot Mix Asphalt and replace with the following to update subplot tonnages:*

### **Sampling Hot Mix Asphalt**

At the beginning of the contract, the contractor determines the anticipated tonnage to be produced. The frequency of sampling is 1 per 750 tons (subplot) for QC and Retained Samples and 1 per 3750 tons (lot or 5 sublots) for QV as defined by the HMA PWL QMP SPV. A test sample is obtained randomly from each subplot. Each random sample shall be collected at the plant according to CMM 8-36.4.1 and 8-36.4.2. The contractor must submit the random numbers for all mix sampling to the department before production begins.

#### *Example 1*

Expected production for a contract is 12,400 tons. The number of required samples is determined based on this expected production (per HMA PWL QMP SPV) and is determined by the random sample calculation.

Sample 1 – from 50 to 750 tons  
Sample 2 – from 751 to 1500 tons  
Sample 3 – from 1501 to 2250 tons  
Sample 4 – from 2251 to 3000 tons  
Sample X – .....  
Sample 16 – from 11,251 to 12,000 tons  
Sample 17 – from 12,001 to 12,400 tons

The approximate location of each sample within the prescribed sublots is determined by selecting random numbers using ASTM Method D-3665 or by using a calculator or computerized spreadsheet that has a random number generator. The random numbers selected are used in determining when a sample is to be taken and will be multiplied by the subplot tonnage. This number will then be added to the final tonnage of the previous subplot to yield the approximate cumulative tonnage of when each sample is to be taken.

To allow for plant start-up variability, the procedure calls for the first random sample to be taken at 50 tons or greater per production day (not intended to be taken in the first two truckloads). Random samples calculated for 0-50 ton should be taken in the next truck (51-75 ton).

This procedure is to be used for any number of samples per contract.

If the production is less than the final randomly generated sample tonnage, then the random sample is to be collected from the remaining portion of that subplot of production. If the randomly generated sample is calculated to be within the first 0-50 tons of the subsequent day of production, it should be taken in the next truck. Add a random sample for any fraction of 750 tons at the end of the contract. Lot size will consist of 3750 tons with sublots of 750 tons. Partial lots with less than three subplot tests will be included into the previous lot, by the engineer.

It's intended that the plant operator not be advised ahead of time when samples are to be taken. If the plant operator is involved in recording a Pb (%AC) to match up with the mix sample tonnage, then notification need not be earlier than 60 minutes before the mix sample being taken.

If belt samples are used during troubleshooting, the blended aggregate will be obtained when the mixture production tonnage reaches approximately the sample tonnage. For plants with storage silos, this could be up to 60 minutes in advance of the mixture sample that's taken when the required tonnage is shipped from the plant.

QC, QV and retained samples shall be collected for all test strip and production mixture testing using a three-part splitting procedure according to CMM 8-36.5.2.

## **Calculation of PWL Mainline Tonnage Example**

A mill and overlay project is being constructed with a 12-foot travel lane and an integrally paved 3-foot shoulder. The layer thickness is 2 inches for the full width of paving. Calculate the tonnage in each sublot eligible for density incentive or disincentive.

### **Solution:**

$$\frac{1500 \text{ ft} \times 12 \text{ ft}}{9 \text{ sf/sy}} \times \frac{2 \text{ in} \times 112 \text{ lb/sy/in}}{2000 \text{ lb/ton}} = 224 \text{ tons}$$

stp-460-055 (20181119)

19. **Culvert Pipe Liners, 30-Inch, Item 520.9700.S.01;**  
**Culvert Pipe Liners, 36-Inch, Item 520.9700.S.02;**  
**Cleaning Culvert Pipes for Liner Verification, Item 520.9750.S.**

### **A Description**

This special provision describes providing, verifying, and pressure grouting culvert pipe liners for circular culverts.

### **B Materials**

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

Provide flow calculations at the preconstruction conference. Use contractor-proposed liner properties, the Manning's coefficients listed on the department's approved products list, and base calculations on existing culvert sizes and liner sizes the plans show. Ensure that pipes when lined have a capacity within ±5% of the original full flow capacity of the pipe.

#### **B.2 Flexible Pipe Liner**

Use liners with a Manning's coefficient value published on the department's approved products list. Upon delivery provide manufacturer certificates of compliance certifying that the liners conform to the following:

Pipe Type	ASTM Designation	ASTM D3350 Resin
<b>High Density Polyethylene (HDPE)</b>		
Profile Wall Pipe	F894	345463C
Solid Wall Pipe	F714	345463C
<b>Polyvinylchloride (PVC)</b>	F949	---

#### **B.3 Grout**

##### **B.3.1 Cement**

Furnish cement meeting the requirements of standard spec 501.2.1 for Type I or II Portland Cement.

##### **B.3.2 Fly Ash**

Furnish Class C or F Fly Ash meeting the requirements of standard spec 501.2.6.

##### **B.3.3 Sand**

Furnish natural sand meeting the fine aggregate requirements of standard spec 501.2.5.3. In addition to the size requirements of standard spec 501.2.5.3.4 the percent passing of the number 200 sieve shall be 0-5 percent passing by weight.

### B.3.4 Water

Furnish water meeting the requirements of standard spec 501.2.4.

### B.3.5 Mix Design

Use the basic proportions of dry materials per cubic yard of grout as follows:

Cement 100 pounds  
Fly Ash 400 pounds  
Fine Aggregate 2600 pounds

Air entraining and chemical admixtures to control fluidity of the grout are allowable. Ten days before placement, furnish to the engineer a design mix detailing all components and their proportions in the mix.

### B.8.6 Fluidity

Measure the fluidity of the grout per ASTM C939. Prior to filling the flow cone with flowable mortar, pass the mixture through a 1/4-inch screen. Use an efflux time of 10 seconds to 16 seconds. Measure in the presence of the engineer prior to placement and at least once every 4 working hours until work is complete.

### B.8.7 Cellular Grout

Alternatively, the contractor may use, or if the manufacturer recommends, an engineer-approved commercial cellular concrete grout conforming to the following:

Cement	ASTM C150	Type I or II
Density	ASTM C495 (no oven drying)	50 pcf min
Compressive Strength	ASTM C495	300 psi @ 28 day min 100 psi in 24 hours
Shrinkage	ASTM	1% by volume
Flow	ASTM C939	35 sec max

## C Construction

### C.1 General

As soon as possible after contract execution, survey existing culvert pipes to determine which culverts need cleaning in order to verify the required liner diameter and length. Notify the engineer before cleaning to confirm payment under the Cleaning Culvert Pipes for Liner Verification bid item.

Coordinate with the engineer to field verify culvert diameter and length, shape, material, and condition before ordering the liners.

Obtain easements if necessary for installing long sections of pipe.

### C.2 Excavating and Cleaning

Before inserting the liner, clean and dry the pipe. Excavate and pump as required to remove debris and other materials that would interfere with the placement or support of the inserted liner. Dispose of and replace unserviceable endwalls as the engineer directs.

### C.3 Placing Liners

Unload liners using slings and boom-type trucks or equivalents. Do not use chains or wire rope to handle liners and do not dump liners from the trucks when unloading.

Install liners such that the alignment and invert lie true to the lines, grades, and elevations in the plan. In absence of plan details, install liners horizontally to provide even annular space between the host pipe and sides of the liner. Install liners vertically with the invert as close to the host pipe invert as possible.

Obtain additional easements, if necessary, for installing long sections of liner.

Connect joints and install the liner per the manufacturer's recommendations and this part.

#### **C.4 Pressure Grouting**

Furnish a written plan for grouting the annular space between the host pipe and culvert pipe liner to the engineer for acceptance. Furnish the grouting plan prior to or at the project preconstruction conference so that it can be reviewed and discussed. At a minimum, the grouting plan shall consist of the following:

- Intended grout mix(es)
- Testing methods and frequency
- Pumping equipment and pressure regulation
- Intended grout staging
- Grout monitoring
- Bracing/floatation control

Include a description of staging in the grouting plan. Based on the length and slope of the host culvert, multiple stages may be required to minimize external loads on the culvert pipe liner. Develop the staging plan with the manufacturer based on the recommended maximum loading for the culvert pipe liner, and the condition of the host culvert. Unless approved by the manufacturer, in no case shall a single lift of grout exceed 1/3rd the pipe external diameter at any point in the pour.

After the liner is in place, fill the area between the original culvert and the liner completely with grout per the accepted grouting plan. Block, grout in lifts, or otherwise secure liners to prevent floatation or deformation of the liner while grouting. Grout ports can be fabricated to allow placement of anti-floatation bracing or spacers.

Use a grout plant that is capable of accurately measuring, proportioning, mixing, and discharging by volume and at discharge pressures the liner manufacturer recommends. Do not exceed manufacturer-specified maximum pressures. Place grout in lifts to prevent exceeding maximum allowable pressures and to prevent floatation.

Use grout and witness ports to vent grouting and monitoring grouting progress. Plug ports as necessary as grout reaches them.

Do not remove any bracing inside of the liner until the grouting process is complete.

#### **C.5 Assembly, Floatation, and Deflection Mitigation**

Damage or misalignment due to assembly, floatation or deformation during grouting, or otherwise resulting from workmanship will be mitigated at the contractor's expense.

#### **C.6 Site Restoration**

Replace pipe sections damaged or collapsed during installation or grouting operations. Restore the grade to its original or improved cross section. Dispose of waste material.

#### **D Measurement**

The department will measure the Culvert Pipe Liners bid items by the linear foot measured in place for each culvert location, acceptably completed.

The department will measure Cleaning Culvert Pipes for Liner Verification as each culvert, acceptably cleaned. The department will only measure culverts the engineer approves for payment.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
520.9700.S.01	Culvert Pipe Liners 30-inch	LF
520.9700.S.02	Culvert Pipe Liners 36-inch	LF
520.9750.S	Cleaning Culvert Pipes for Liner Verification	EACH

Payment for the Culvert Pipe Liners bid items is full compensation for providing pipe liners; obtaining easements; for excavation and pumping; for cleaning the existing pipe before liner installation; for pressure grouting; for replacing contractor-damaged pipe and endwalls; and for restoring the grade and disposing of waste materials.

The department will pay the contractor \$150 per cubic yard for grout required in excess of 110 percent of the theoretical quantity required to fill the space between the inside diameter of the existing pipe and the outside diameter of the liner.

Payment for Cleaning Culvert Pipes for Liner Verification is full compensation for cleaning required to verify liner length and diameter; for excavation and pumping; and for disposing of waste material.

The department will pay separately for replacing unserviceable endwalls not rendered unserviceable by contractor operations under the appropriate contract endwall bid item, or absent the appropriate item as extra work.

stp-520-015 (20180628)

## 20. Traffic Control.

*Supplement standard spec 643.3.1 with the following:*

Provide the Walworth County Sheriff's Department; the Wisconsin State Patrol; City of Lake Geneva, Pell Lake, Village of Genoa City, Town of Bloomfield, Village of Bloomfield, and Town of Lyons Police Departments and the engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

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

Do not permit construction or personnel equipment or vehicles to directly cross the live traffic lanes of USH 12. Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders, except when parked behind barrier wall. Do not park personal vehicles within the access control limits of the freeway. Do not cross live traffic lanes of USH 12 with equipment or vehicles.

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

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

Ensure that Flagging operations conform to standard spec 104.6.1(4) and chapter 6E of the WMUTCD.

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

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

SER-643-001 (20170808)

## 21. Traffic Control Cones 42-inch.

*Append standard spec 643.3.1 with the following:*

(9) Traffic Control Cones 42-Inch shall be spaced at ½ the spacing of Traffic Control Drums for the posted speed:

**Traffic Control Cone 42-Inch Spacing**

Posted Speed Limit	42-Inch Cone Spacing
40 – 70 mph	50 feet
35 mph or less	25 feet

Traffic Control Cones 42-Inch are not allowed in the following situations:

- Lane tapers
- Shoulder closures
- To delineate Temporary Traffic Signal Trailers, Message Boards or Arrow Boards
- To delineate roadside materials or equipment.

Contractor requests to replace plastic drums with 42-inch channelizing devices should not be allowed unless changes in proposed construction will restrict the lane widths as described above.

SER-643-004 (20180103)

## **22. 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)

### **23. Sand Bags, Item SPV.0060.01.**

#### **A Description**

This special provision describes the construction of dikes or barriers with sand filled bags as shown on the plans.

#### **B Materials**

Provide bags made of canvas, burlap, nylon or other approved material. Use bags that will contain a minimum of one half cubic foot of sand, be of one size and shape and be securely closed.

Use sand that conforms to the standard spec 501.2.5.3 except delete standard spec 501.2.5.3.4. The maximum size of particle shall pass a No. 4 sieve.

#### **C Construction**

Remove and dispose of the sand bags and all surplus material upon completion of its use under this contract.

#### **D Measurement**

The department will measure Sand Bags as each individual sand bag, placed and accepted completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Sand Bags	EACH

Payment is full compensation for furnishing and installing sand filled bags; for all excavation; for removal and disposal of the sand bags and all waste or surplus materials, including eroded materials and for shaping and restoring the area.

Any required topsoiling, fertilizing, seeding or mulching will be paid for under the applicable bid item.

SER-207-001 (20101021)



**24. Apron Endwall For Culvert Pipe Steel 22x36-inch, Item SPV.0060.02.**

**A Description**

This special provision describes providing apron endwall for culvert pipe steel 22x36-inch.

**B Materials**

Furnish steel apron endwall conforming to the requirements of standard spec 521.2.

**C Construction**

Construct as specified in standard spec 521.3.

**D Measurement**

The department will measure Apron Endwall acceptably completed as specified for apron endwalls in standard spec 520.4.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Apron Endwall for Culvert Pipe Steel 22x36-inch	EACH

The department will pay for the work under this item as specified in 520.5 apron endwalls.

**25. Pipe Underdrain Unperforated 24-inch, Item SPV.0090.01.**

**A Description**

This special provision describes providing pipe underdrain unperforated 24-inch as describe in standard spec 612.

**B Materials**

Furnish material conforming to the requirements of standard spec 612.2.

**C Construction**

Construct as specified in standard spec 612.3.

**D Measurement**

The department will measure Pipe Underdrain Unperforated by the linear foot acceptably completed as specified in standard spec 612.4

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Pipe Underdrain Unperforated 24-inch	LF

The department will pay for the work under this item as specified in 612.5 Pipe Underdrain.

**26. Resin Binder High Friction Surface Treatment Modified, Item SPV.0180.01.**

**A Description**

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

## B Materials

### B.1 Resin Binder

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

**Table 1. Resin Binder Properties**

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

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

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

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

### B.2 Aggregate

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

**Table 2. Aggregate Properties**

Property	Requirements	Test Methods
Moisture Content		AASHTO T 255
Fine Aggregate Angularity		AASHTO T 304, Method A
Micro-Deval		ASTM D7428
LA Wear	@ 500 revolutions	AASHTO T 96
Freeze-Thaw Soundness	Procedure A, B, or C, respectively	AASHTO T 103

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

<b>Sieve Size</b>	<b>% Passing by Weight</b>
No. 4	100
No. 6	95
No. 16	0-5
No. 30	0-1

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

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

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

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

## **C Construction**

### **C.1 General**

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

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

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

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

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

Remove visibly unsound or disintegrated areas of the pavement surface as the plans show or the engineer directs. Clean and dry all cracks too large to be filled with surface treatment. Fill cracks with a mixture of resin binder and aggregate before applying the surface treatment. Follow manufacturer's recommendations for curing before applying the surface treatment.

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

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

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

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

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

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

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

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

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

Abide by the established quality control practices and adhere to any additional manufacturer

recommendations for surface preparation. Request that the engineer inspect and approve the pavement surface immediately prior to placing the HFST.

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

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

- Pavement surface is wet, damp, or has received rainfall in the previous 24 hours.
- Pavement surface is not sufficiently clean.
- Ambient air or pavement surface temperature is below 50o F or below the manufacturer's recommendations.
- If the anticipated weather conditions would prevent adequate curing of the HFST.
- Rain is predicted before HFST completion or proper cure is achieved.
- Pavement preparation is inadequate or didn't pass pull-off test.

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

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

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

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

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

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

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

Immediately after applying the resin binder, distribute a sufficient quantity of dry calcined bauxite aggregate to completely cover the resin binder by hand broadcasting or by using a standard chip spreader or equivalent machine. Ensure aggregate is placed within five minutes of the resin binder placement, before it begins to cure. When broadcasting, sprinkle or drop the aggregate onto the resin

binder vertically. Do not distribute aggregate in a way that will cause it to roll in the resin binder before coming to a rest; do not push the aggregate into position with a broom or any other hand tool. If using a chip spreader, the machine shall follow closely behind the crew or equipment applying the resin binder. Immediately cover any visible wet or bare spots, or areas with excessive binder, with additional calcined bauxite aggregate before the resin binder begins to set.

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

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

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

#### **D Measurement**

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

#### **E Payment**

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

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

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

The department will pay for concrete or HMA pavement repairs and traffic control separately under other contract bid items.

SER-400-001 (20170424)

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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   9   (*number*) TrANS Graduate(s) be utilized on this contract.

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

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

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

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

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

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

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

## ***II. IMPLEMENTATION***

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

## ADDITIONAL SPECIAL PROVISION 3

### DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

#### 1. Description

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

## 2. Definitions

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

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

## 3. DBE Percentage Required at Bid Submission

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

## 4. WisDOT Interpretation of Federal DBE Program Provision

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

### a. Department's DBE Evaluation Process

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

### b. Documentation Submittal

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

[DT1202] must be submitted no later than 2 business days from contractor's initial submission of the DT 1506. The contractor must provide a signed Attachment 'A' form to the DBE office within the time limit in order to receive authorization for contract execution; the DBE office reserves the right accept alternate documentation in lieu of the signed form in extenuating circumstances. Documentation must be submitted to the DBE Office by email at [DBE\\_Alert@dot.wi.gov](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-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.

## 9. Counting DBE Participation

### Assessing DBE Work

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

## 10. Commercially Useful Function

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



## 11. Credit Evaluation for Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at <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 PROVISION 6

### ASP 6 - Modifications to the standard specifications

*Make the following revisions to the standard specifications:*

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#### **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: WI20190010 08/16/2019

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
3	07/26/2019
4	08/16/2019

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
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BRICKLAYER.....	\$ 33.44	22.27
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BRWI0004-002 06/01/2018

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates	Fringes
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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
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BRICKLAYER.....	\$ 34.30	21.41
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BRWI0007-002 06/01/2018

GREEN, LAFAYETTE, AND ROCK COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 34.82	22.59
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BRWI0008-002 06/01/2018

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 38.03	22.55
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BRWI0011-002 06/01/2018

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates	Fringes
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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, TREMPLEAU, VERNON, VILAS,  
WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD  
COUNTIES

Rates	Fringes
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CARPENTER

CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIVER.....	\$ 34.12	18.00

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CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
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Carpenters

Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

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CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON  
COUNTIES

	Rates	Fringes
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CARPENTER.....	\$ 35.78	22.11
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CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
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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
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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 06/01/2018

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 39.50	30%+11.32

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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 ine 6 miles West of the West boundary of Oconto  
County), SHAWANO (Except Area North of Townships of Aniwa and  
Hutchins) COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.50	19.68
-----		
ELEC0159-003 06/01/2018		

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and  
Emmet Townships), GREEN, LAKE (except Townships of Berlin,  
Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of  
Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK  
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.04	21.56
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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
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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 06/01/2019

RACINE COUNTY (Except Burlington Township)

Rates                      Fringes

Electricians:.....\$ 40.30                      22.04

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ELEC0494-005 06/01/2018

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates                      Fringes

Electricians:.....\$ 39.31                      24.69

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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

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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

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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 06/03/2019

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.17	23.03
Group 2.....	\$ 40.67	23.03
Group 3.....	\$ 40.17	23.03
Group 4.....	\$ 39.91	23.03
Group 5.....	\$ 39.62	23.03
Group 6.....	\$ 33.72	23.03

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
-----		
IRON0512-008 05/01/2018		

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,  
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU  
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
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LAB00113-002 06/03/2019		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		

Group 1.....	\$ 29.02	22.00
Group 2.....	\$ 29.17	22.00
Group 3.....	\$ 29.37	22.00
Group 4.....	\$ 29.52	22.00
Group 5.....	\$ 29.67	22.00
Group 6.....	\$ 25.51	22.00

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/03/2019

#### OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 28.27	22.00
Group 2.....	\$ 28.37	22.00
Group 3.....	\$ 28.42	22.00
Group 4.....	\$ 28.62	22.00
Group 5.....	\$ 28.47	22.00
Group 6.....	\$ 25.36	22.00

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;  
Demolition and Wrecking Laborer; Guard Rail, Fence, and  
Bridge Builder; Landscaper; Multiplate Culvert Assembler;  
Stone Handler; Bituminous Worker (Shoveler, Loader, and  
Utility Man); Batch Truck Dumper or Cement Handler;  
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);  
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/03/2019

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 28.08	22.00
Group 2.....	\$ 28.23	22.00
Group 3.....	\$ 28.43	22.00
Group 4.....	\$ 28.40	22.00
Group 5.....	\$ 28.73	22.00
Group 6.....	\$ 25.22	22.00

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer;  
Demolition and Wrecking Laborer; Guard Rail, Fence, and  
Bridge Builder; Landscaper; Multiplate Culvert Assembler;  
Stone Handler; Bituminous Worker (Shoveler, Loader, and

Utility Man); Batch Truck Dumper or Cement Handler;  
Bituminous worker (Dumper, Ironer, Smoother, and Tamper);  
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated); Chain Saw Operator; Demolition Burning Torch  
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LAB00140-002 06/03/2019

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,  
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,  
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,  
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,  
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,  
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,  
OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,  
RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST.  
CROIX, TAYLOR, TREMPLEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN,  
WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.84	17.54
Group 2.....	\$ 32.94	17.54
Group 3.....	\$ 32.99	17.54
Group 4.....	\$ 33.19	17.54
Group 5.....	\$ 33.04	17.54
Group 6.....	\$ 29.47	17.54

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/03/2019

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.12	17.54
Group 2.....	\$ 33.22	17.54
Group 3.....	\$ 33.27	17.54
Group 4.....	\$ 33.47	17.54
Group 5.....	\$ 33.32	17.54
Group 6.....	\$ 29.47	17.54

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);

Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated); Chain Saw Operator; Demolition Burning Torch  
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

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PAIN0108-002 06/01/2017

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 33.74	18.95
Spray & Sandblast.....	\$ 34.74	18.95

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PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,  
SAWYER, ST. CROIX, AND WASHBURN COUNTIES



	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

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PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND  
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

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PAIN0781-002 06/01/2018

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		
Dumptor & Articulated,		
Truck Mechanic.....	\$ 28.27	21.20
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WELL DRILLER.....	\$ 16.52	3.70

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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

Page 1 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

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	201.0120 Clearing	22.000 ID	_____.	_____.
0004	201.0210 Grubbing	50.000 SY	_____.	_____.
0006	203.0100 Removing Small Pipe Culverts	10.000 EACH	_____.	_____.
0008	204.0115 Removing Asphaltic Surface Butt Joints	6,173.000 SY	_____.	_____.
0010	204.0125 Removing Asphaltic Surface Milling	42,341.000 TON	_____.	_____.
0012	204.0165 Removing Guardrail	48.000 LF	_____.	_____.
0014	204.9060.S Removing (item description) 01. Existing Endwall	15.000 EACH	_____.	_____.
0016	204.9060.S Removing (item description) 02. Corrugated Steel Culvert Pipe and Restoring Cut End	22.000 EACH	_____.	_____.
0018	205.0100 Excavation Common	12,901.000 CY	_____.	_____.
0020	211.0400 Prepare Foundation for Asphaltic Shoulders	50.000 STA	_____.	_____.
0022	213.0100 Finishing Roadway (project) 01. 1080-18-70	1.000 EACH	_____.	_____.
0024	213.0100 Finishing Roadway (project) 02. 1080-19-70	1.000 EACH	_____.	_____.
0026	305.0110 Base Aggregate Dense 3/4-Inch	3,103.000 TON	_____.	_____.
0028	305.0120 Base Aggregate Dense 1 1/4-Inch	10,478.000 TON	_____.	_____.
0030	305.0500 Shaping Shoulders	738.000 STA	_____.	_____.



## Proposal Schedule of Items

Page 2 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	310.0110 Base Aggregate Open-Graded	465.000 TON	_____.	_____.
0034	311.0110 Breaker Run	12,237.000 TON	_____.	_____.
0036	415.0095 Concrete Pavement 9 1/2-Inch	8,378.000 SY	_____.	_____.
0038	455.0605 Tack Coat	41,505.000 GAL	_____.	_____.
0040	460.0105.S HMA Percent Within Limits (PWL) Test Strip Volumetrics	2.000 EACH	_____.	_____.
0042	460.0110.S HMA Percent Within Limits (PWL) Test Strip Density	2.000 EACH	_____.	_____.
0044	460.2005 Incentive Density PWL HMA Pavement	53,310.000 DOL	1.00000	53,310.00
0046	460.2007 Incentive Density HMA Pavement Longitudinal Joints	32,960.000 DOL	1.00000	32,960.00
0048	460.2010 Incentive Air Voids HMA Pavement	68,230.000 DOL	1.00000	68,230.00
0050	460.6223 HMA Pavement 3 MT 58-28 S	36,703.000 TON	_____.	_____.
0052	460.6224 HMA Pavement 4 MT 58-28 S	37,173.000 TON	_____.	_____.
0054	465.0125 Asphaltic Surface Temporary	1,159.000 TON	_____.	_____.
0056	465.0400 Asphaltic Shoulder Rumble Strips	168,012.000 LF	_____.	_____.
0058	504.0900 Concrete Masonry Endwalls	10.000 CY	_____.	_____.
0060	520.8000 Concrete Collars for Pipe	2.000 EACH	_____.	_____.
0062	520.8700 Cleaning Culvert Pipes	4.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 3 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	520.9700.S Culvert Pipe Liners (size) 01. 30-Inch CMP	90.000 LF	_____.	_____.
0066	520.9700.S Culvert Pipe Liners (size) 02. 36-Inch CMP	371.000 LF	_____.	_____.
0068	520.9750.S Cleaning Culvert Pipes for Liner Verification	4.000 EACH	_____.	_____.
0070	521.0348 Apron Endwalls for Culvert Pipe Sloped Cross Drains Steel 48-Inch 4 to 1	1.000 EACH	_____.	_____.
0072	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	29.000 EACH	_____.	_____.
0074	521.1024 Apron Endwalls for Culvert Pipe Steel 24-Inch	1.000 EACH	_____.	_____.
0076	521.1030 Apron Endwalls for Culvert Pipe Steel 30-Inch	2.000 EACH	_____.	_____.
0078	521.1036 Apron Endwalls for Culvert Pipe Steel 36-Inch	1.000 EACH	_____.	_____.
0080	521.1507 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 36-Inch 4 to 1	1.000 EACH	_____.	_____.
0082	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	152.000 LF	_____.	_____.
0084	522.0424 Culvert Pipe Reinforced Concrete Class IV 24-Inch	336.000 LF	_____.	_____.
0086	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	2.000 EACH	_____.	_____.
0088	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	15.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 4 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	522.2329 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 29x45-Inch	384.000 LF	_____.	_____.
0092	603.8000 Concrete Barrier Temporary Precast Delivered	1,816.000 LF	_____.	_____.
0094	603.8125 Concrete Barrier Temporary Precast Installed	1,816.000 LF	_____.	_____.
0096	606.0100 Riprap Light	12.000 CY	_____.	_____.
0098	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	78.000 LF	_____.	_____.
0100	611.0530 Manhole Covers Type J	1.000 EACH	_____.	_____.
0102	611.2004 Manholes 4-FT Diameter	1.000 EACH	_____.	_____.
0104	612.0106 Pipe Underdrain 6-Inch	5,410.000 LF	_____.	_____.
0106	612.0206 Pipe Underdrain Unperforated 6-Inch	504.000 LF	_____.	_____.
0108	612.0806 Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	28.000 EACH	_____.	_____.
0110	614.0010 Barrier System Grading Shaping Finishing	2.000 EACH	_____.	_____.
0112	614.0200 Steel Thrie Beam Structure Approach	50.000 LF	_____.	_____.
0114	614.0305 Steel Plate Beam Guard Class A	480.000 LF	_____.	_____.
0116	614.0370 Steel Plate Beam Guard Energy Absorbing Terminal	2.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 5 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	614.0905 Crash Cushions Temporary	6.000 EACH	_____.	_____.
0120	614.0950 Replacing Guardrail Posts and Blocks	10.000 EACH	_____.	_____.
0122	614.0951 Replacing Guardrail Rail and Hardware	100.000 LF	_____.	_____.
0124	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1080-18-70	1.000 EACH	_____.	_____.
0126	618.0100 Maintenance And Repair of Haul Roads (project) 02. 1080-19-70	1.000 EACH	_____.	_____.
0128	619.1000 Mobilization	1.000 EACH	_____.	_____.
0130	624.0100 Water	175.000 MGAL	_____.	_____.
0132	625.0100 Topsoil	200.000 SY	_____.	_____.
0134	625.0500 Salvaged Topsoil	1,797.000 SY	_____.	_____.
0136	627.0200 Mulching	1,797.000 SY	_____.	_____.
0138	628.1504 Silt Fence	500.000 LF	_____.	_____.
0140	628.1520 Silt Fence Maintenance	500.000 LF	_____.	_____.
0142	628.1905 Mobilizations Erosion Control	15.000 EACH	_____.	_____.
0144	628.1910 Mobilizations Emergency Erosion Control	7.000 EACH	_____.	_____.
0146	628.7504 Temporary Ditch Checks	648.000 LF	_____.	_____.
0148	628.7555 Culvert Pipe Checks	62.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 6 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0150	629.0210 Fertilizer Type B	2.080 CWT	_____.	_____.
0152	630.0130 Seeding Mixture No. 30	130.000 LB	_____.	_____.
0154	630.0200 Seeding Temporary	50.000 LB	_____.	_____.
0156	630.0300 Seeding Borrow Pit	50.000 LB	_____.	_____.
0158	633.1100 Delineators Temporary	103.000 EACH	_____.	_____.
0160	633.5200 Markers Culvert End	84.000 EACH	_____.	_____.
0162	634.0618 Posts Wood 4x6-Inch X 18-FT	6.000 EACH	_____.	_____.
0164	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	2.000 EACH	_____.	_____.
0166	637.0620 Sign Flags Permanent Type II	24.000 EACH	_____.	_____.
0168	637.2210 Signs Type II Reflective H	24.000 SF	_____.	_____.
0170	638.2102 Moving Signs Type II	2.000 EACH	_____.	_____.
0172	638.2602 Removing Signs Type II	1.000 EACH	_____.	_____.
0174	638.3000 Removing Small Sign Supports	7.000 EACH	_____.	_____.
0176	642.5401 Field Office Type D	1.000 EACH	_____.	_____.
0178	643.0300 Traffic Control Drums	57,429.000 DAY	_____.	_____.
0180	643.0420 Traffic Control Barricades Type III	6,698.000 DAY	_____.	_____.



## Proposal Schedule of Items

Page 7 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0182	643.0500 Traffic Control Flexible Tubular Marker Posts	1,827.000 EACH	_____.	_____.
0184	643.0600 Traffic Control Flexible Tubular Marker Bases	1,827.000 EACH	_____.	_____.
0186	643.0705 Traffic Control Warning Lights Type A	14,328.000 DAY	_____.	_____.
0188	643.0715 Traffic Control Warning Lights Type C	14,434.000 DAY	_____.	_____.
0190	643.0800 Traffic Control Arrow Boards	644.000 DAY	_____.	_____.
0192	643.0900 Traffic Control Signs	38,887.000 DAY	_____.	_____.
0194	643.0920 Traffic Control Covering Signs Type II	74.000 EACH	_____.	_____.
0196	643.1000 Traffic Control Signs Fixed Message	435.000 SF	_____.	_____.
0198	643.1070 Traffic Control Cones 42-Inch	17,063.000 DAY	_____.	_____.
0200	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0202	645.0111 Geotextile Type DF Schedule A	3,580.000 SY	_____.	_____.
0204	645.0130 Geotextile Type R	33.000 SY	_____.	_____.
0206	646.1020 Marking Line Epoxy 4-Inch	10,770.000 LF	_____.	_____.
0208	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	184,912.000 LF	_____.	_____.
0210	646.1545 Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch	560.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 8 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0212	646.1555 Marking Line Grooved Contrast Permanent Tape 4-Inch	22,737.000 LF	_____.	_____.
0214	646.3545 Marking Line Grooved Wet Ref Contrast Epoxy 8-Inch	2,191.000 LF	_____.	_____.
0216	646.3555 Marking Line Grooved Contrast Permanent Tape 8-Inch	3,979.000 LF	_____.	_____.
0218	646.5020 Marking Arrow Epoxy	18.000 EACH	_____.	_____.
0220	646.5120 Marking Word Epoxy	5.000 EACH	_____.	_____.
0222	646.5520 Marking Outfall Epoxy	368.000 EACH	_____.	_____.
0224	646.6120 Marking Stop Line Epoxy 18-Inch	133.000 LF	_____.	_____.
0226	646.7120 Marking Diagonal Epoxy 12-Inch	481.000 LF	_____.	_____.
0228	646.7220 Marking Chevron Epoxy 24-Inch	328.000 LF	_____.	_____.
0230	646.8120 Marking Curb Epoxy	86.000 LF	_____.	_____.
0232	646.9000 Marking Removal Line 4-Inch	19,725.000 LF	_____.	_____.
0234	646.9100 Marking Removal Line 8-Inch	500.000 LF	_____.	_____.
0236	646.9200 Marking Removal Line Wide	34.000 LF	_____.	_____.
0238	649.0105 Temporary Marking Line Paint 4-Inch	240,445.000 LF	_____.	_____.
0240	649.0120 Temporary Marking Line Epoxy 4-Inch	37,730.000 LF	_____.	_____.
0242	649.0150 Temporary Marking Line Removable Tape 4-Inch	6,490.000 LF	_____.	_____.





## Proposal Schedule of Items

Page 9 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0244	650.4000 Construction Staking Storm Sewer	3.000 EACH	_____.	_____.
0246	650.4500 Construction Staking Subgrade	4,285.000 LF	_____.	_____.
0248	650.5000 Construction Staking Base	1,300.000 LF	_____.	_____.
0250	650.6000 Construction Staking Pipe Culverts	13.000 EACH	_____.	_____.
0252	650.7000 Construction Staking Concrete Pavement	2,985.000 LF	_____.	_____.
0254	650.8000 Construction Staking Resurfacing Reference	89,818.000 LF	_____.	_____.
0256	650.9910 Construction Staking Supplemental Control (project) 01. 1080-18-70	LS	LUMP SUM	_____.
0258	650.9910 Construction Staking Supplemental Control (project) 02. 1080-19-70	LS	LUMP SUM	_____.
0260	650.9920 Construction Staking Slope Stakes	625.000 LF	_____.	_____.
0262	690.0150 Sawing Asphalt	4,509.000 LF	_____.	_____.
0264	715.0415 Incentive Strength Concrete Pavement	2,514.000 DOL	1.00000	2,514.00
0266	740.0440 Incentive IRI Ride	66,000.000 DOL	1.00000	66,000.00
0268	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	3,000.000 HRS	5.00000	15,000.00
0270	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	4,500.000 HRS	5.00000	22,500.00
0272	SPV.0060 Special 01. Sand Bags	40.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 10 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0274	SPV.0060 Special 02. Apron Endwall for Culvert Pipe Steel 22x36-Inch	1.000 EACH	_____.	_____.
0276	SPV.0075 Special 01. Contractor Staking Miscellaneous	40.000 HRS	_____.	_____.
0278	SPV.0090 Special 01. Pipe Underdrain Unperforated 24-Inch	27.000 LF	_____.	_____.
0280	SPV.0180 Special 01. Resin Binder High Friction Surface Treatment Modified	17,334.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**





## Wisconsin Department of Transportation

November 7, 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 #15: 1080-18-70, WISC 2019 684**  
**EB Lake Geneva – Genoa City**  
**STH 50 to CTH H**  
**USH 012**  
**Walworth County**

**1080-19-70, WISC 2019 685**  
**WB Lake Geneva – Genoa City**  
**STH 50 to II State Line**  
**USH 012**  
**Walworth County**

### Letting of November 12, 2019

This is Addendum No. 01, which provides for the following:

#### Special Provisions:

Revised Special Provisions	
Article No.	Description
4	Traffic
26	Resin Binder High Friction Surface Treatment, Item SPV.0180.01

#### Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
204.0125	Removing Asphaltic Surface Milling	TON	42,341	485	42,826
415.0095	Concrete Pavement 9 1/2-Inch	SY	8,378	-419	7,959
460.2005	Incentive Density PWL HMA Pavement	DOL	53,310	710	54,020
460.2010	Incentive Air Voids HMA Pavement	DOL	68,230	710	68,940
460.6223	HMA Pavement 3 MT 58-28 S	TON	36,703	-4,000	32,703
643.0300	Traffic Control Drums	DAY	57,429	10,167	67,596
643.0420	Traffic Control Barricades Type III	DAY	6,698	1,035	7,733
643.0705	Traffic Control Warning Lights Type A	DAY	14,328	2,163	16,491
643.0715	Traffic Control Warning Lights Type C	DAY	14,434	2,036	16,470
643.0800	Traffic Control Arrow Boards	DAY	644	78	722
643.0900	Traffic Control Signs	DAY	38,887	4,572	43,459
643.0920	Traffic Control Covering Signs Type II	EACH	74	4	78
643.1070	Traffic Control Cones 42-Inch	DAY	17,063	2,182	19,245
690.0150	Sawing Asphalt	LF	4,509	48	4,557
SPV.0180.01	Resin Binder High Friction Surface Treatment	SY	17,334	-3,468	13,866

<b>Added Bid Item Quantities</b>					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
465.0105	Asphaltic Surface	TON	0	485	485

### **Plan Sheets:**

<b>Revised Plan Sheets</b>	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
	Project ID 1080-18-70
183	Miscellaneous Quantities (Revised asphalt quantities used for shoulder repair)
190	Miscellaneous Quantities (Revised sawing asphalt quantities used for shoulder repair)
191	Miscellaneous Quantities (Revised traffic control quantities for HFST application)
	Project ID 1080-19-70
143	Miscellaneous Quantities (Removed asphalt quantities used for shoulder repair)
144	Miscellaneous Quantities (Corrected concrete pavement quantities)
147	Miscellaneous Quantities (Revised traffic control quantities for HFST application)
179	Miscellaneous Quantities (Updated PWL Mixture Use Table)

<b>Added Plan Sheets</b>	
Plan Sheet	Plan Sheet Title (brief description of why sheet was added)
	Project ID 1080-18-70
83A	Traffic Control – Typical Section – Stage 1 – Westbound Shoulder Repair (Shows shoulder repair work and indicates when work is to be done)

### **Other**

Revise the contract time for completion from a completion date of October 23, 2020, to a completion date of October 30, 2020.

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**  
**1080-18-70 and 1080-19-70**  
**November 7, 2019**

**Special Provisions**

**4. Traffic**

*Add the following under section titled **Traffic Control**:*

1080-18-70 and 1080-19-70 High Friction Surface Treatment

- EB and WB USH 12 single lane closures using SDD Traffic Control, Lane Closure, Speed Reduction and Traffic Control Cones 42-inch

**26. Resin Binder High Friction Surface Treatment Modified, Item SPV.0180.01.**

*Replace the entire article language with the following:*

**A Description**

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

**B Materials**

**B.1 Resin Binder**

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

**Table 1. Resin Binder Properties**

Property	Requirements	Test Method*
Viscosity	7 – 30 poises	ASTM D2556 1-pint specimen
Gel Time	10-minute minimum	AASHTO M 235M/M 235 Type III
Ultimate Tensile Strength	2,000 – 5,000 psi @ 7 days	AASHTO M 235M/M 235 Type III
Elongation at Break	30% - 70% @ 7 days	AASHTO M 235M/M 235 Type III
Compressive Strength	≥ 1000 psi @ 3 hrs & ≥ 5000 psi @ 7 days	ASTM C579
Water Absorption	≤ 1.0 % @ 24-hr	AASHTO M 235M/M 235 Type III
Shore D Hardness	60 – 80 @ 7 days	ASTM D2240** Type 1 precision, Type D method
Cure Rate	≤ 3 hours (Dry Through Time)	ASTM D1640 50-55 wet mil thickness**
Adhesive Strength	250 psi @ 24 hours or 100% substrate failure	ASTM D4541**

\* Prepare samples per manufacturer's recommendation; cure two sets of specimens at 73 ± 2° F and at 50 ± 2° F; and test all specimens at 73 ± 2° F

\*\* Conduct testing on applicable pavement type

## B.2 Aggregate

Furnish calcined bauxite aggregate that is fractured or angular in shape; resistant to polishing and crushing; clean and free of surface moisture; free from silt, clay, asphalt, or other organic materials; compatible with the resin binder; and meet the properties and gradation requirements in Tables 2 and 3. Check with resin binder manufacturer for any compatibility requirements or concerns. **The calcined bauxite will be delivered to the construction site in clearly labeled packaging; which protects the aggregate from any contaminants on the jobsite and from exposure to rain or other moisture.**

**Table 2. Aggregate Properties**

Property	Requirements	Test Method
• Moisture Content	• $\leq 0.2\%$	• AASHTO T 255
• Fine Aggregate Angularity	• $\geq 45\%$	• AASHTO T 304, Method A
• LA Wear	• $\leq 10\%$ loss @ 100 revolutions and $\leq 25\%$ loss @ 500 revolutions	• AASHTO T 96
• Freeze-Thaw Soundness	• $\leq 9\%$ loss @ 50, 16, or 25 cycles using Procedure A, B, or C, respectively	• AASHTO T 103
• Aluminum Oxide	• $\geq 87\%$	• ASTM C 25

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

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

## B.3 Approval of High Friction Surface Treatment

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

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

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

## C Construction

### C.1 General

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

Conduct a meeting with the resin binder manufacturer representatives before applying HFST to establish procedures for maintaining optimum working conditions and coordination of the work. Submit recommended application procedures, including quality control practices, to the engineer for approval. Ensure that a resin



binder manufacturer representative is on site to provide technical assistance and quality assurance during surface preparation and for application of HFST.

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

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

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

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

Check with resin binder manufacturer to ensure that products used for pavement repairs or patches are compatible with the resin HFST. **Ensure that any new concrete or repairs are fully cured before placing the HFST.** Allow a minimum 30-day curing time after placing new asphalt or concrete pavement before installing the HFST.

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

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

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

Pretreat all joints and cracks, or any portion of cracks, that are greater than ¼ inch wide, with the mixed binder resin system specified herein. Once the binder resin in the pretreated area has galled, the installation may proceed.

Completely remove any grease, oil or other deleterious materials resting on the pavement surface with a mild detergent solution, rinsed with clean potable water, and dried using a hot compressed air lance. Ensure the pavement surface has no curing compound, loosely bonded mortar, pavement marking, or other foreign matter resting on the pavement surface.

Sufficiently clean HMA pavement surface using mechanical sweepers and high-pressure air wash with sufficient oil traps, just before applying HFST. Mechanically sweep all surfaces to remove dirt, loose aggregate, debris, and deleterious material. Vacuum sweep or air wash using a minimum of 180 cfm of clean and dry compressed air, all surfaces to remove all dust, debris, and deleterious material. Maintain air lance perpendicular to the surface and the tip of the air lance within 12 in. of surface.

Clean concrete pavement surface by shot blasting and vacuum sweeping. Shot blast all surfaces to remove all curing compound, loosely bonded mortar, surface carbonation, and deleterious material. After shot blasting, vacuum sweep or air wash, with a minimum of 180 cfm of clean and dry compressed air, all surfaces to remove all dust, debris, and deleterious material. Maintain air lance perpendicular to the surface and the tip of the air lance within 12 in. of the surface.

If the engineer requires additional verification of adequate surface preparation of the pavement, test the bond strength according to ASTM D4541. The surface is acceptable if the tensile bond strength is greater than or equal to 250 psi, or failure is in the substrate. Repeat cleaning, and testing, if needed, until passing test results are obtained or the surface is acceptable to the engineer.

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

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

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

Pavement surface is wet, damp, or has received rainfall in the previous 24 hours.  
Pavement surface is not sufficiently clean.  
Ambient air or pavement surface temperature is below 50° F or below the manufacturer's recommendations  
If the anticipated weather conditions would prevent adequate curing of the HFST.  
Rain is predicted before HFST completion or proper cure is achieved.  
Pavement preparation is inadequate or didn't pass pull-off test.

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

Construct HFST to the full width of the existing pavement surface, or as the plans show. Extend the HFST application 2'-3' onto the shoulders if application site is on a curve where no rumble strip exists. If the rumble strip exists, apply HFST only on the main lane not on the shoulder.

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

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

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

If using automated equipment, the binder resin system manufacturer shall approve the use of automated continuous application device with their material. Ensure that the equipment features positive displacement, volumetric metering, and can store, mixing, heating, monitoring, and distributing the binder components at the proper mix ratio. Adjust the pressure and the speed of the equipment to achieve the proper application thickness. Coverage rate is based upon expected variance in the surface profile of the pavement.

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

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

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

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

debris before opening to traffic.

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

#### **D Measurement**

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

#### **E Payment**

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

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

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

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

#### **Schedule of Items**

Attached, dated November 7, 2019, are the revised Schedule of Items Pages 1 – 10.

#### **Plan Sheets**

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 1080-18-70 – 183, 190 and 191. 1080-19-70 – 143, 144, 147, and 149.

Added: 1080-18-70 – 83A

END OF ADDENDUM



Addendum No. 1  
ID 1080-18-70  
Added Sheet 83A  
11/6/2019

PROJECT NO: 1080-18-70	HWY: USH 12 (EB)	COUNTY: WALWORTH	TRAFFIC CONTROL - TYPICAL SECTION - STAGE 1 - WESTBOUND SHOULDER REPAIR	E
FILE NAME: N:\PDS\CD\10801800\SHS ETFS\PAVING\02002_12.DWG		PLT DATE: 11/7/2019 10:33 AM	PLT BY: GILL, JONATHAN J	83A
LAYOUT NAME - 07		PLT SCALE: 1 IN=10 FT		W5000/CADD SHEET 42

BASE AGGREGATE										CLEARING				WATER						
		*	*	*	*															
		305.0110	305.0120	305.0500	311.0110															
		BASE AGGREGATE DENSE		SHAPING	BREAKER															
		3/4-INCH	1 1/4-INCH	SHOULDERS	RUN															
		TONS	TONS	STA	TON															
		455	--	370	--															
		--	--	--	--															
		318	3,496	--	3,844															
		UNDISTRIBUTED	193	874	961															
		<b>TOTAL</b>	<b>966</b>	<b>4,370</b>	<b>370</b>	<b>4,805</b>														

\*ADDITIONAL QUANTITIES ELSEWHERE


Addendum No. 1  
ID 1080-18-70  
Revised Sheet 183  
11/6/2019

ASPHALT

LOCATION	REMOVING ASPHALTIC SURFACE			TACK COAT GAL	HMA PAVEMENT			ASPHALTIC SURFACE	TEMPORARY SURFACE	RUMBLE STRIPS	SPV/0180.01 RESIN BINDER HIGH FRICTION SURFACE TREATMENT
	BUTT JOINTS SY	MILLING TON	TON		3 MT 58-28 S TON	4 MT 58-28 S TON	TON				
STA 117+00 TO STA 546+41	2,056	18,974		20,607		14,846	16,844	--	--	78,012	6,933
PELL LAKE INTERCHANGE	--	1,430		836		947	799	--	--	--	--
CROSSOVER - STA 117+00 TO STA 130+00	--	--		5		--	--	--	1,159	--	--
SHOULDER REPAIR - STA 246+37 TO STA 255+45	--	109		--		--	--	109	--	--	--
SHOULDER REPAIR - STA 380+60 TO STA 388+30	--	92		--		--	--	92	--	--	--
SHOULDER REPAIR - STA 448+64 TO STA 458+25	--	115		--		--	--	115	--	--	--
SHOULDER REPAIR - STA 492+05 TO STA 499+40	--	88		--		--	--	88	--	--	--
UNDISTRIBUTED SHOULDER REPAIR	--	81		--		--	--	81	--	--	--
TOTAL	2,056	20,889		21,448		15,793	17,643	485	1,159	78,012	6,933

\*ADDITIONAL QUANTITIES ELSEWHERE

Addendum No. 1  
ID 1080-18-70  
Revised Sheet 183  
11/6/2019

NOTE: UNLESS OTHERWISE NOTED,  
ALL ITEMS ARE CATEGORY 0010

CONSTRUCTION STAKING											
650.4000	650.4500	650.5000	650.5500	650.6000	650.6500	650.7000	650.7500	650.8000	650.8500	650.9000	650.9500
STORM SEWER	SUBGRADE	BASE	PIPE CULVERTS	CONCRETE PAVEMENT	RESURFACING REFERENCE	SUPPLEMENTAL CONTROL (1080-18-70)	SLOPE STAKES	MISCELLANEOUS			
EACH	LF	LF	EACH	LF	LF	LS	LF	HRS			
3	--	--	--	--	40,844	1	--	20			
CROSSOVER	1,300	1,300	--	--	--	--	625	--			
CULVERT PIPE REPLACEMENT, LINERS	--	--	11	--	--	--	--	--			
CONCRETE PAVEMENT	710	--	--	710	--	--	--	--			
<b>TOTAL</b>	<b>3</b>	<b>2,010</b>	<b>1,300</b>	<b>11</b>	<b>710</b>	<b>1</b>	<b>625</b>	<b>20</b>			

SPV.0075.01

## SAWING ASPHALT

690.0150	LOCATION	LF	COMMENTS
	STA 108+96	110	CULVERT PIPE REPLACEMENT
	BEGIN PROJECT	35	--
	STA 117+00 TO STA 130+00	2,237	CROSSOVER
	STA 134+00	74	CULVERT PIPE REPLACEMENT
	STA 161+45	34	LIMITS OF CONCRETE PAVEMENT
	STA 168+55	34	LIMITS OF CONCRETE PAVEMENT
	STA 173+99	74	CULVERT PIPE REPLACEMENT
	STA 198+32	35	--
	STA 201+00	74	CULVERT PIPE REPLACEMENT
	STA 206+00	74	CULVERT PIPE REPLACEMENT
	STA 216+92	74	CULVERT PIPE REPLACEMENT
	STA 236+67	35	--
	STA 246+37	6	SHOULDER REPAIR
	STA 255+45	6	SHOULDER REPAIR
	STA 289+12	50	--
	PELL LAKE DR	240	--
	STA 303+00	50	--
	STA 314+95	148	CULVERT PIPE REPLACEMENT
	STA 380+60	6	SHOULDER REPAIR
	STA 388+30	6	SHOULDER REPAIR
	STA 448+64	6	SHOULDER REPAIR
	STA 458+25	6	SHOULDER REPAIR
	STA 492+05	6	SHOULDER REPAIR
	STA 499+40	6	SHOULDER REPAIR
	STA 516+99	50	--
	STA 538+99	35	--
	END PROJECT	35	--
	<b>TOTAL</b>	<b>3,546</b>	

Addendum No. 1  
ID 1080-18-70  
Revised Sheet 190  
11/6/2019

NOTE: UNLESS OTHERWISE NOTED,  
ALL ITEMS ARE CATEGORY 0010

SHEET: 190

MISCELLANEOUS QUANTITIES

COUNTY: WALWORTH

HWY: USH 12 (EB)

PROJECT NO: 1080-18-70

PLOT SCALE: 1:1

PLOT NAME:

PLOT BY:

PLOT DATE:

TRAFFIC CONTROL																									
633.1100		637.0620		643.0300		643.0420		643.0500		643.0600		643.0705		643.0715		643.0800		643.0900		643.0920		643.1000		643.1070	
DELINEATORS TEMPORARY		SIGN FLAGS		DRUMS		BARRICADES		FLEXIBLE TUBULAR MARKER		WARNING LIGHTS		ARROW		COVERING SIGNS		SIGNS FIXED		CONES							
(SINGLE-SIDED)/(DOUBLE-SIDED)		PERMANENT		TYPE II		TYPE III		POSTS		BASES		TYPE A		TYPE C		BOARDS		SIGNS		TYPE II		MESSAGE		42-INCH	
LOCATION	EACH	EACH	EACH	EACH	DAY	DAY	EACH	DAY	EACH	EACH	EACH	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY	EACH	DAY
STAGE 1	-	-	-	-	88	1,848	4	84	-	-	-	21	189	-	294	3	63	52	1,092	1	9	9	198	-	-
STAGE 1 DETOUR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	306	1	1	1	-	-	-
STAGE 2	50	-	5	-	283	14,716	34	1,768	778	778	778	69	3,588	91	4,732	3	156	244	12,688	1	12	149	-	-	-
STAGE 4A	-	-	5	-	88	1,584	44	792	104	104	104	88	1,584	47	846	2	36	82	1,476	-	-	-	431	7,758	-
STAGE 4B	-	-	5	-	88	13,110	44	836	-	-	-	88	1,672	75	1,425	2	38	82	1,476	-	-	-	44	405	7,695
STAGE 4B DETOUR	-	-	-	-	17	17	7	7	-	-	-	14	14	-	-	-	-	86	86	1	14	14	-	-	-
STAGE 4C	-	16	4	-	518	5,180	44	440	-	-	-	88	880	46	460	-	-	75	750	-	-	-	-	-	-
HF-ST APPLICATION	-	-	-	-	33	198	2	12	-	-	-	4	24	18	108	1	6	8	48	-	-	-	-	36	216
UNDISTRIBUTED	-	-	-	-	3,865	394	394	88	88	88	88	795	787	30	787	30	1,792	1,792	4	1,567	-	-	-	1,567	-
TOTAL	66	19	40,318	4,333	970	970	970	970	970	970	8,746	8,652	329	19,714	391	40	17,236	391	40	17,236	391	40	17,236	391	40

TRAFFIC CONTROL CONTINUED										BARRIER WALL AND CRASH CUSHIONS									
646.9000		646.9100		649.0105		649.0120		649.0150		603.8000		603.8125		614.0905		614.0905		614.0905	
MARKING		MARKING		MARKING		MARKING		MARKING		CONCRETE BARRIER		CONCRETE BARRIER		CRASH		CRASH		CRASH	
REMOVAL LINE		REMOVAL LINE		REMOVAL LINE		REMOVAL LINE		REMOVAL LINE		TEMPORARY PRECAST		TEMPORARY PRECAST		CUSHIONS		CUSHIONS		CUSHIONS	
4-INCH		4-INCH		4-INCH		4-INCH		4-INCH		4-INCH		4-INCH		4-INCH		4-INCH		4-INCH	
LF		LF		LF		LF		LF		LF		LF		LF		LF		LF	
STAGE 1	278	500	-	-	-	-	-	-	-	400	400	400	400	400	400	400	400	400	400
STAGE 2	12,048	-	2,320	79,050	37,730	-	-	660	-	108	108	108	108	108	108	108	108	108	108
STAGE 4A	165	-	-	-	-	-	-	660	-	400	400	400	400	400	400	400	400	400	400
STAGE 4B	318	-	-	-	-	-	-	1,210	-	400	400	400	400	400	400	400	400	400	400
STAGE 4C	165	-	-	-	-	-	-	660	-	400	400	400	400	400	400	400	400	400	400
TOTAL	12,974	500	82,320	37,730	3,850	40,318	4,333	970	970	908	908	908	908	908	908	908	908	908	908

PAVEMENT MARKING										MARKING OUTFALL EPOXY									
646.1040		646.1555		646.3555		646.5020		646.6120		646.7120		646.7220		646.7220		646.7220		646.7220	
MARKING LINE GROOVED		MARKING LINE GROOVED		MARKING LINE GROOVED		MARKING LINE GROOVED		MARKING LINE GROOVED		MARKING LINE GROOVED		MARKING LINE GROOVED		MARKING LINE GROOVED		MARKING LINE GROOVED		MARKING LINE GROOVED	
WET REF EPOXY		WET REF EPOXY		WET REF EPOXY		WET REF EPOXY		WET REF EPOXY		WET REF EPOXY		WET REF EPOXY		WET REF EPOXY		WET REF EPOXY		WET REF EPOXY	
4-INCH		4-INCH		4-INCH		4-INCH		4-INCH		4-INCH		4-INCH		4-INCH		4-INCH		4-INCH	
LF		LF		LF		LF		LF		LF		LF		LF		LF		LF	
116+00 TO PELL LAKE DR	18,043	20,181	10,585	-	1,471	-	2	174	-	174	-	174	-	174	-	174	-	174	-
EB PELL LAKE DR RAMPS	-	-	-	131	-	-	-	16	-	16	-	16	-	16	-	16	-	16	-
PELL LAKE DR TO STH 50	27,031	25,588	799	-	1,243	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUB TOTAL	45,074	45,769	11,384	131	2,714	3	2	16	16	16	16	16	16	16	16	16	16	16	16
TOTAL	90,843	11,515	2,714	5	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16

NOTE: UNLESS OTHERWISE NOTED,  
ALL ITEMS ARE CATEGORY 0010

PROJECT NO: 1080-18-70		COUNTY: WALWORTH		MISCELLANEOUS QUANTITIES		PLOT NAME: 1:1		SHEET: 191	
FILE NAME:		PLOT DATE:		PLOT SCALE: 1:1		PLOT NAME: 1:1		SHEET: 191	

Addendum No. 1  
ID 1080-18-70  
Revised Sheet 191  
11/6/2019

GRUBBING

LOCATION	201.0210
UNDISTRIBUTED	SY
TOTAL	50

WATER

LOCATION	624.0100
USH 12 WB	MGAL
TOTAL	95

NOTES: INCLUDED FOR USE  
WITH BASE AGGREGATE ITEMS

BASE AGGREGATE

LOCATION	305.0110	305.0500
UNDISTRIBUTED	BASE	SHAPING
TOTAL	DENSE 3/4-INCH	SHOULDERS
PROJECT LIMITS	TON	STA
UNDISTRIBUTED	1372	368
TOTAL	343	-

\*ADDITIONAL QUANTITIES ELSEWHERE

ASPHALT

204.0115	204.0125	211.0400	455.0605	460.6223	460.6224	465.0400	SPV0180.01
REMOVING	PREPARE	FOUNDATION FOR	HMA PAVEMENT	SHOULDER	RUMBLE STRIPS	HIGH FRICTION	RESIN BINDER
ASPHALTIC SURFACE	ASPHALTIC SHOULDERS	TACK COAT	3 MT 58-28 S	4 MT 58-28 S	4 MT 58-28 S	SURFACE TREATMENT	
BUTT JOINTS	SY	TON	STA	TON	TON	LF	SY
4,117	21,937	50	19,986	16,636	18,652	90,000	6,933
TOTAL	4,117	21,937	19,986	16,636	18,652	90,000	6,933

\*ADDITIONAL QUANTITIES ELSEWHERE

Addendum No. 1  
ID 1080-19-70  
Revised Sheet 143  
11/6/2019

ALL ITEMS CATEGORY 0010  
UNLESS OTHERWISE NOTED

PROJECT NO: 1080-19-70

HWY: US 12 (WB)

COUNTY: WALWORTH

MISCELLANEOUS QUANTITIES

SHEET: 143

E

FILE NAME: \_\_\_\_\_ PLOT BY: \_\_\_\_\_ PLOT NAME: \_\_\_\_\_ PLOT SCALE: 1:1



Addendum No. 1  
ID 1080-19-70  
Revised Sheet 144  
11/6/2019

SAWING ASPHALT									
690.0150									
LOCATION									
LF									
CTH HWAL WORTH ST									
99									
STA 98+58, STA 107+00									
58									
STA 288+00									
35									
PELL LAKE DR									
469									
STA 300+00									
35									
STA 381+23									
35									
STA 388+40									
35									
CONCRETE PAVEMENT SECTIONS									
210									
END PROJECT									
35									
TOTAL									
1,011									

TRAFFIC CONTROL CONTINUED									
649.0150									
TEMPORARY MARKING LINE									
PAINT 4-INCH									
REMOVABLE TAPE 4-INCH									
(WHITE) (YELLOW) (WHITE) (YELLOW)									
LF LF LF LF									
LOCATION									
STAGE 3									
78,125									
80,000									
-									
660									
STAGE 4A									
-									
-									
660									
STAGE 4B									
-									
-									
660									
STAGE 4C									
-									
-									
-									
WALWORTH STREET									
-									
-									
UNDISTRIBUTED									
-									
TOTAL									
158,125									
2,640									

## CONSTRUCTION STAKING

LOCATION	650.4500	650.6000	650.7000	650.8000	650.9910	SPV.0075.01
	SUBGRADE	PIPE	CONCRETE	RESURFACING	SUPPLEMENTAL	
	LF	EACH	PAVEMENT	REFERENCE	CONTROL	
	LF	LF	LF	LF	(1080-19-70)	MISCELLANEOUS
					LS	HRS
PROJECT LIMITS	--	--	--	48,974	1	20
CULVERT PIPE REPLACEMENT	--	2	--	--	--	--
CONCRETE PAVEMENT	2,275	--	2,275	--	--	--

ALL ITEMS CATEGORY 0010  
UNLESS OTHERWISE NOTED

PWL Mixture Use Table

The following acceptance criteria are applicable for this project:

Location	Station	Mixture Use	Underlying Surface	Bid Item	Tons	Thickness	Quality Management Program to be used for:	
							Mixture Acceptance	Density Acceptance
USH 12 Mainline	95+25 to 546+42	Lower Layer	Milled Existing HMA Surface	3 MT 58-28 S	14580	2-1/4"	PWL Incentive Air Voids HMA Pavement 460.2010	Incentive Density PWL HMA Pavement 460.2005
USH 12 Mainline	95+25 to 546+42	Upper Layer	3 MT 58-28 S	4 MT 58-28 S	11341	1-3/4"	PWL Incentive Air Voids HMA Pavement 460.2010	Incentive Density PWL HMA Pavement 460.2005
USH 12 Mainline Shoulders	95+25 to 546+42	Upper Layer	Milled Existing HMA Surface	4 MT 58-28 S	5425	1-3/4"	PWL Incentive Air Voids HMA Pavement 460.2010	Acceptance testing by the department; Not eligible for incentive
Pell Lake On Ramp	10+24 to 24+00	Lower Layer	Milled Existing HMA Surface	3 MT 58-28 S	390	2-1/4"	PWL Incentive Air Voids HMA Pavement 460.2010	Acceptance testing by the department; Not eligible for incentive
Pell Lake On Ramp and Shoulders	10+24 to 24+00	Upper Layer	3 MT 58-28 S	4 MT 58-28 S	465	1-3/4"	PWL Incentive Air Voids HMA Pavement 460.2010	Acceptance testing by the department; Not eligible for incentive
Pell Lake Off Ramp	12+50 to 21+77	Lower Layer	Milled Existing HMA Surface	3 MT 58-28 S	210	2-1/4"	PWL Incentive Air Voids HMA Pavement 460.2010	Acceptance testing by the department; Not eligible for incentive
Pell Lake Off Ramp and Shoulders	12+50 to 21+77	Upper Layer	3 MT 58-28 S	4 MT 58-28 S	266	1-3/4"	PWL Incentive Air Voids HMA Pavement 460.2010	Acceptance testing by the department; Not eligible for incentive
WB Walworth St. (USH 12) Mainline	19+30 to 35+63	Lower Layer	Milled Existing HMA Surface	3 MT 58-28 S	527	2-1/4"	PWL Incentive Air Voids HMA Pavement 460.2010	Acceptance testing by the department; Not eligible for incentive
WB Walworth St. (USH 12) Mainline	19+30 to 35+63	Upper Layer	3 MT 58-28 S	4 MT 58-28 S	410	1-3/4"	PWL Incentive Air Voids HMA Pavement 460.2010	Incentive Density PWL HMA Pavement 460.2005
WB Walworth St. (USH 12) Shoulders	19+30 to 35+63	Lower Layer	Base Aggregate	3 MT 58-28 S	180	2-1/4"	PWL Incentive Air Voids HMA Pavement 460.2010	Acceptance testing by the department; Not eligible for incentive
WB Walworth St. (USH 12) Shoulders	19+30 to 35+63	Upper Layer	3 MT 58-28 S	4 MT 58-28 S	141	1-3/4"	PWL Incentive Air Voids HMA Pavement 460.2010	Acceptance testing by the department; Not eligible for incentive
EB Walworth St. (USH 12) Mainline	18+80 to 35+63	Lower Layer	Milled Existing HMA Surface	3 MT 58-28 S	469	2-1/4"	PWL Incentive Air Voids HMA Pavement 460.2010	Acceptance testing by the department; Not eligible for incentive
EB Walworth St. (USH 12) Mainline	18+80 to 35+63	Upper Layer	3 MT 58-28 S	4 MT 58-28 S	365	1-3/4"	PWL Incentive Air Voids HMA Pavement 460.2010	Incentive Density PWL HMA Pavement 460.2005
EB Walworth St. (USH 12) Shoulders	18+80 to 35+63	Lower Layer	Base Aggregate	3 MT 58-28 S	165	2-1/4"	PWL Incentive Air Voids HMA Pavement 460.2010	Acceptance testing by the department; Not eligible for incentive
EB Walworth St. (USH 12) Shoulders	18+80 to 35+63	Upper Layer	3 MT 58-28 S	4 MT 58-28 S	128	1-3/4"	PWL Incentive Air Voids HMA Pavement 460.2010	Acceptance testing by the department; Not eligible for incentive
Pell Lake Drive	12+00 to 22+25	Upper Layer	Milled Existing HMA Surface	4 MT 58-28 S	428	2"	PWL Incentive Air Voids HMA Pavement 460.2010	Acceptance testing by the department; Not eligible for incentive

Addendum No. 1  
ID 1080-19-70  
Revised Sheet 149  
11/6/2019



## Proposal Schedule of Items

Page 1 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

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	201.0120 Clearing	22.000 ID	_____.	_____.
0004	201.0210 Grubbing	50.000 SY	_____.	_____.
0006	203.0100 Removing Small Pipe Culverts	10.000 EACH	_____.	_____.
0008	204.0115 Removing Asphaltic Surface Butt Joints	6,173.000 SY	_____.	_____.
0010	204.0125 Removing Asphaltic Surface Milling	42,826.000 TON	_____.	_____.
0012	204.0165 Removing Guardrail	48.000 LF	_____.	_____.
0014	204.9060.S Removing (item description) 01. Existing Endwall	15.000 EACH	_____.	_____.
0016	204.9060.S Removing (item description) 02. Corrugated Steel Culvert Pipe and Restoring Cut End	22.000 EACH	_____.	_____.
0018	205.0100 Excavation Common	12,901.000 CY	_____.	_____.
0020	211.0400 Prepare Foundation for Asphaltic Shoulders	50.000 STA	_____.	_____.
0022	213.0100 Finishing Roadway (project) 01. 1080-18-70	1.000 EACH	_____.	_____.
0024	213.0100 Finishing Roadway (project) 02. 1080-19-70	1.000 EACH	_____.	_____.
0026	305.0110 Base Aggregate Dense 3/4-Inch	3,103.000 TON	_____.	_____.
0028	305.0120 Base Aggregate Dense 1 1/4-Inch	10,478.000 TON	_____.	_____.
0030	305.0500 Shaping Shoulders	738.000 STA	_____.	_____.



## Proposal Schedule of Items

Page 2 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	310.0110 Base Aggregate Open-Graded	465.000 TON	_____.	_____.
0034	311.0110 Breaker Run	12,237.000 TON	_____.	_____.
0036	415.0095 Concrete Pavement 9 1/2-Inch	7,959.000 SY	_____.	_____.
0038	455.0605 Tack Coat	41,505.000 GAL	_____.	_____.
0040	460.0105.S HMA Percent Within Limits (PWL) Test Strip Volumetrics	2.000 EACH	_____.	_____.
0042	460.0110.S HMA Percent Within Limits (PWL) Test Strip Density	2.000 EACH	_____.	_____.
0044	460.2005 Incentive Density PWL HMA Pavement	54,020.000 DOL	1.00000	54,020.00
0046	460.2007 Incentive Density HMA Pavement Longitudinal Joints	32,960.000 DOL	1.00000	32,960.00
0048	460.2010 Incentive Air Voids HMA Pavement	68,940.000 DOL	1.00000	68,940.00
0050	460.6223 HMA Pavement 3 MT 58-28 S	32,703.000 TON	_____.	_____.
0052	460.6224 HMA Pavement 4 MT 58-28 S	37,173.000 TON	_____.	_____.
0054	465.0125 Asphaltic Surface Temporary	1,159.000 TON	_____.	_____.
0056	465.0400 Asphaltic Shoulder Rumble Strips	168,012.000 LF	_____.	_____.
0058	504.0900 Concrete Masonry Endwalls	10.000 CY	_____.	_____.
0060	520.8000 Concrete Collars for Pipe	2.000 EACH	_____.	_____.
0062	520.8700 Cleaning Culvert Pipes	4.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 3 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	520.9700.S Culvert Pipe Liners (size) 01. 30-Inch CMP	90.000 LF	_____.	_____.
0066	520.9700.S Culvert Pipe Liners (size) 02. 36-Inch CMP	371.000 LF	_____.	_____.
0068	520.9750.S Cleaning Culvert Pipes for Liner Verification	4.000 EACH	_____.	_____.
0070	521.0348 Apron Endwalls for Culvert Pipe Sloped Cross Drains Steel 48-Inch 4 to 1	1.000 EACH	_____.	_____.
0072	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	29.000 EACH	_____.	_____.
0074	521.1024 Apron Endwalls for Culvert Pipe Steel 24-Inch	1.000 EACH	_____.	_____.
0076	521.1030 Apron Endwalls for Culvert Pipe Steel 30-Inch	2.000 EACH	_____.	_____.
0078	521.1036 Apron Endwalls for Culvert Pipe Steel 36-Inch	1.000 EACH	_____.	_____.
0080	521.1507 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 36-Inch 4 to 1	1.000 EACH	_____.	_____.
0082	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	152.000 LF	_____.	_____.
0084	522.0424 Culvert Pipe Reinforced Concrete Class IV 24-Inch	336.000 LF	_____.	_____.
0086	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	2.000 EACH	_____.	_____.
0088	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	15.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 4 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	522.2329 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 29x45-Inch	384.000 LF	_____.	_____.
0092	603.8000 Concrete Barrier Temporary Precast Delivered	1,816.000 LF	_____.	_____.
0094	603.8125 Concrete Barrier Temporary Precast Installed	1,816.000 LF	_____.	_____.
0096	606.0100 Riprap Light	12.000 CY	_____.	_____.
0098	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	78.000 LF	_____.	_____.
0100	611.0530 Manhole Covers Type J	1.000 EACH	_____.	_____.
0102	611.2004 Manholes 4-FT Diameter	1.000 EACH	_____.	_____.
0104	612.0106 Pipe Underdrain 6-Inch	5,410.000 LF	_____.	_____.
0106	612.0206 Pipe Underdrain Unperforated 6-Inch	504.000 LF	_____.	_____.
0108	612.0806 Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	28.000 EACH	_____.	_____.
0110	614.0010 Barrier System Grading Shaping Finishing	2.000 EACH	_____.	_____.
0112	614.0200 Steel Thrie Beam Structure Approach	50.000 LF	_____.	_____.
0114	614.0305 Steel Plate Beam Guard Class A	480.000 LF	_____.	_____.
0116	614.0370 Steel Plate Beam Guard Energy Absorbing Terminal	2.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 5 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	614.0905 Crash Cushions Temporary	6.000 EACH	_____.	_____.
0120	614.0950 Replacing Guardrail Posts and Blocks	10.000 EACH	_____.	_____.
0122	614.0951 Replacing Guardrail Rail and Hardware	100.000 LF	_____.	_____.
0124	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1080-18-70	1.000 EACH	_____.	_____.
0126	618.0100 Maintenance And Repair of Haul Roads (project) 02. 1080-19-70	1.000 EACH	_____.	_____.
0128	619.1000 Mobilization	1.000 EACH	_____.	_____.
0130	624.0100 Water	175.000 MGAL	_____.	_____.
0132	625.0100 Topsoil	200.000 SY	_____.	_____.
0134	625.0500 Salvaged Topsoil	1,797.000 SY	_____.	_____.
0136	627.0200 Mulching	1,797.000 SY	_____.	_____.
0138	628.1504 Silt Fence	500.000 LF	_____.	_____.
0140	628.1520 Silt Fence Maintenance	500.000 LF	_____.	_____.
0142	628.1905 Mobilizations Erosion Control	15.000 EACH	_____.	_____.
0144	628.1910 Mobilizations Emergency Erosion Control	7.000 EACH	_____.	_____.
0146	628.7504 Temporary Ditch Checks	648.000 LF	_____.	_____.
0148	628.7555 Culvert Pipe Checks	62.000 EACH	_____.	_____.





## Proposal Schedule of Items

Page 6 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0150	629.0210 Fertilizer Type B	2.080 CWT	_____.	_____.
0152	630.0130 Seeding Mixture No. 30	130.000 LB	_____.	_____.
0154	630.0200 Seeding Temporary	50.000 LB	_____.	_____.
0156	630.0300 Seeding Borrow Pit	50.000 LB	_____.	_____.
0158	633.1100 Delineators Temporary	103.000 EACH	_____.	_____.
0160	633.5200 Markers Culvert End	84.000 EACH	_____.	_____.
0162	634.0618 Posts Wood 4x6-Inch X 18-FT	6.000 EACH	_____.	_____.
0164	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	2.000 EACH	_____.	_____.
0166	637.0620 Sign Flags Permanent Type II	24.000 EACH	_____.	_____.
0168	637.2210 Signs Type II Reflective H	24.000 SF	_____.	_____.
0170	638.2102 Moving Signs Type II	2.000 EACH	_____.	_____.
0172	638.2602 Removing Signs Type II	1.000 EACH	_____.	_____.
0174	638.3000 Removing Small Sign Supports	7.000 EACH	_____.	_____.
0176	642.5401 Field Office Type D	1.000 EACH	_____.	_____.
0178	643.0300 Traffic Control Drums	67,596.000 DAY	_____.	_____.
0180	643.0420 Traffic Control Barricades Type III	7,733.000 DAY	_____.	_____.



## Proposal Schedule of Items

Page 7 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0182	643.0500 Traffic Control Flexible Tubular Marker Posts	1,827.000 EACH	_____.	_____.
0184	643.0600 Traffic Control Flexible Tubular Marker Bases	1,827.000 EACH	_____.	_____.
0186	643.0705 Traffic Control Warning Lights Type A	16,491.000 DAY	_____.	_____.
0188	643.0715 Traffic Control Warning Lights Type C	16,470.000 DAY	_____.	_____.
0190	643.0800 Traffic Control Arrow Boards	722.000 DAY	_____.	_____.
0192	643.0900 Traffic Control Signs	43,459.000 DAY	_____.	_____.
0194	643.0920 Traffic Control Covering Signs Type II	78.000 EACH	_____.	_____.
0196	643.1000 Traffic Control Signs Fixed Message	435.000 SF	_____.	_____.
0198	643.1070 Traffic Control Cones 42-Inch	19,245.000 DAY	_____.	_____.
0200	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0202	645.0111 Geotextile Type DF Schedule A	3,580.000 SY	_____.	_____.
0204	645.0130 Geotextile Type R	33.000 SY	_____.	_____.
0206	646.1020 Marking Line Epoxy 4-Inch	10,770.000 LF	_____.	_____.
0208	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	184,912.000 LF	_____.	_____.
0210	646.1545 Marking Line Grooved Wet Ref Contrast Epoxy 4-Inch	560.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 8 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0212	646.1555 Marking Line Grooved Contrast Permanent Tape 4-Inch	22,737.000 LF	_____.	_____.
0214	646.3545 Marking Line Grooved Wet Ref Contrast Epoxy 8-Inch	2,191.000 LF	_____.	_____.
0216	646.3555 Marking Line Grooved Contrast Permanent Tape 8-Inch	3,979.000 LF	_____.	_____.
0218	646.5020 Marking Arrow Epoxy	18.000 EACH	_____.	_____.
0220	646.5120 Marking Word Epoxy	5.000 EACH	_____.	_____.
0222	646.5520 Marking Outfall Epoxy	368.000 EACH	_____.	_____.
0224	646.6120 Marking Stop Line Epoxy 18-Inch	133.000 LF	_____.	_____.
0226	646.7120 Marking Diagonal Epoxy 12-Inch	481.000 LF	_____.	_____.
0228	646.7220 Marking Chevron Epoxy 24-Inch	328.000 LF	_____.	_____.
0230	646.8120 Marking Curb Epoxy	86.000 LF	_____.	_____.
0232	646.9000 Marking Removal Line 4-Inch	19,725.000 LF	_____.	_____.
0234	646.9100 Marking Removal Line 8-Inch	500.000 LF	_____.	_____.
0236	646.9200 Marking Removal Line Wide	34.000 LF	_____.	_____.
0238	649.0105 Temporary Marking Line Paint 4-Inch	240,445.000 LF	_____.	_____.
0240	649.0120 Temporary Marking Line Epoxy 4-Inch	37,730.000 LF	_____.	_____.
0242	649.0150 Temporary Marking Line Removable Tape 4-Inch	6,490.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 9 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0244	650.4000 Construction Staking Storm Sewer	3.000 EACH	_____.	_____.
0246	650.4500 Construction Staking Subgrade	4,285.000 LF	_____.	_____.
0248	650.5000 Construction Staking Base	1,300.000 LF	_____.	_____.
0250	650.6000 Construction Staking Pipe Culverts	13.000 EACH	_____.	_____.
0252	650.7000 Construction Staking Concrete Pavement	2,985.000 LF	_____.	_____.
0254	650.8000 Construction Staking Resurfacing Reference	89,818.000 LF	_____.	_____.
0256	650.9910 Construction Staking Supplemental Control (project) 01. 1080-18-70	LS	LUMP SUM	_____.
0258	650.9910 Construction Staking Supplemental Control (project) 02. 1080-19-70	LS	LUMP SUM	_____.
0260	650.9920 Construction Staking Slope Stakes	625.000 LF	_____.	_____.
0262	690.0150 Sawing Asphalt	4,557.000 LF	_____.	_____.
0264	715.0415 Incentive Strength Concrete Pavement	2,514.000 DOL	1.00000	2,514.00
0266	740.0440 Incentive IRI Ride	66,000.000 DOL	1.00000	66,000.00
0268	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	3,000.000 HRS	5.00000	15,000.00
0270	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	4,500.000 HRS	5.00000	22,500.00
0272	SPV.0060 Special 01. Sand Bags	40.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 10 of 10

Proposal ID: 20191112015 Project(s): 1080-18-70, 1080-19-70

Federal ID(s): WISC 2019684, WISC 2019685

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0274	SPV.0060 Special 02. Apron Endwall for Culvert Pipe Steel 22x36-Inch	1.000 EACH	_____.	_____.
0276	SPV.0075 Special 01. Contractor Staking Miscellaneous	40.000 HRS	_____.	_____.
0278	SPV.0090 Special 01. Pipe Underdrain Unperforated 24-Inch	27.000 LF	_____.	_____.
0280	SPV.0180 Special 01. Resin Binder High Friction Surface Treatment Modified	13,866.000 SY	_____.	_____.
0282	465.0105 Asphaltic Surface	485.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

