

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **019**

| <u>COUNTY</u> | <u>STATE PROJECT</u> | <u>FEDERAL</u> | <u>PROJECT DESCRIPTION</u>                                      | <u>HIGHWAY</u> |
|---------------|----------------------|----------------|-----------------------------------------------------------------|----------------|
| Walworth      | 3190-08-70           | WISC 2019688   | Lake Geneva - East Troy; N Side Of<br>Como Crk Bridge To Sth 36 | STH 120        |

## 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: \$75,000.00<br>Payable to: Wisconsin Department of Transportation | Attach Proposal Guaranty on back of this PAGE.  |
| Bid Submittal<br>Date: November 12, 2019<br>Time (Local Time): 9:00 am                        | Firm Name, Address, City, State, Zip Code       |
| Contract Completion Time<br>50 Working Days                                                   | <b>SAMPLE<br/>NOT FOR BIDDING PURPOSES</b>      |
| Assigned Disadvantaged Business Enterprise Goal 15%                                           | This contract is exempt from federal oversight. |

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

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

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

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

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

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

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

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

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

Notary Seal

|                                                                                                                 |                         |
|-----------------------------------------------------------------------------------------------------------------|-------------------------|
| Type of Work:<br>Excavation aggregate, HMA pavement, beam guard, polymer overlay, pavement marking, and signing | For Department Use Only |
| Notice of Award Dated                                                                                           | Date Guaranty Returned  |

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## **Effective with November 2007 Letting**

### **PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Effective with August 2015 Letting**

### **BID PREPARATION**

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

##### **A General**

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

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

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

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

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

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

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4<sup>th</sup> floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.

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

##### **B Submitting Electronic Bids**

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

- (1) Do the following before submitting the bid:
  1. Have a properly executed annual bid bond on file with the department.

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express™ web site reflecting the latest addenda posted on the department's web site at:  
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>  
Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite™ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder Name**

**BN00**

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

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite™ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.
- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
  1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

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

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

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

# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

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

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

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

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

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

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

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

## NOTARY FOR PRINCIPAL

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

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

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

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

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

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

**Notary Seal**

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

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

## NOTARY FOR SURETY

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

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

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

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

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

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

**Notary Seal**

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



# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



## March 2010

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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

## Special Provisions

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**SPECIAL PROVISIONS**

**1. General.**

Perform the work under this construction contract for Project 3190-08-70, Lake Geneva to East Troy, North Side of Como Creek Bridge to STH 36, STH 120, 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 excavation, grading, milling, HMA pavement, rumble strips, epoxy overlay, guardrails, signing, 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 time frame for construction of the project within the 2020 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

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

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

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

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

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

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

#### 4. Traffic.

STH 120 shall be constructed under traffic with lane closures using flagging operations. Access shall be maintained throughout construction to commercial and residential driveways on the project at all times except during placement of the asphaltic surface at the driveway location. Notify owner a minimum of three days prior to closing for the placement of asphaltic surface.

##### 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<br/>(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<br/>(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.

#### 5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 120 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 Thursday, July 2, 2020 to 6:00 AM Monday, July 6, 2020 for Independence Day;
- From noon Friday, September 4, 2020 to 6:00 AM Tuesday, September 8, 2020 for Labor Day.

stp-107-005 (20181119)

#### 6. Utilities.

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

stp-107-065 (20080501)

There are utility facilities within the construction limits of this project. Additional detailed information regarding the location of discontinued, relocated, and/or removed utility facilities is available in the work plan provided by each utility company. View these documents at the Regional Office during normal working hours. See the general notes on the plans for a list of utility contacts.

**Alliant Energy (Electricity)** has underground and overhead electric facilities on the project. The following relocations will take place prior to construction:

- Alliant has an underground electric line from approximately Station 162+00 to Station 163+00, LT to be installed approximately 25 feet further west from the existing location.

- From approximately Station 162+68, LT to Station 163+00, RT there is an underground electric line that crosses STH 120. This line is to be discontinued and a new line will be installed at a deeper elevation.
- An underground electric line is to be installed through a 60 inch deep bore from approximately Station 162+68 from 30 feet RT to 41 feet RT.
- An anchor is to be installed at approximately Station 175+33, LT.
- Alliant has an electric pole at approximately Station 163+00, LT to be relocated 5 feet further west.
- Two poles will be removed at approximately Station 177+00, one on the left and another on the right.
- At approximately Station 177+35, RT an anchor will be installed.
- At approximately Station 177+40, RT a pole will be installed.
- At the intersection of STH 120 with Krueger Rd/Bucky Rd the following poles and anchors will be installed:
  - o Approximately at Station 8+42, LT pole to be installed.
  - o Approximately at Station 8+50, LT anchor to be installed.
  - o Approximately at Station 10+70, RT pole to be installed.
  - o Approximately at Station 10+96, RT anchor to be installed.
  - o Approximately at Station 11+46, LT pole to be installed.
  - o Approximately at Station 11+66, LT anchor to be installed.

All facilities will be relocated prior to construction and take approximately 2 weeks to complete. One pole will be installed after construction at approximately Station 176+36, LT. Field contact person for this project is Nickolas Beltz and can be reached at (608) 757-7517 or through email at [nickolasbeltz@alliantenergy.com](mailto:nickolasbeltz@alliantenergy.com).

**AT&T (Communication)** has underground facilities and pedestals on the project. The following is a list of items to be relocated prior to construction.

- AT&T will relocate existing underground facilities along the west side of STH 120 between Station 158+80 and approximately Station 163+75. AT&T will directionally bore proposed cable between Stations 158+80 and 163+75. Existing AT&T pedestals at Stations 159+00, LT and 162+00, LT will be relocated.
- AT&T will relocate existing underground facilities along the east side of STH 120 between Stations 163+00 and 178+00. AT&T will directionally bore between pedestals at Station 163+00, RT and Station 178+50, RT. Existing AT&T pedestals at Stations 163+50, RT, 176+50, RT, 177+50, RT will be relocated.
- AT&T will relocate existing underground facilities along the west side of STH 120 between Stations 170+50 and 176+50. AT&T will directionally bore proposed cable between Stations 170+50, LT and 176+50, LT.
- Existing AT&T pedestal at approximately Station 176+25, LT will be relocated approximately 5 feet west.
- Existing AT&T facility running below STH 120 at approximately Station 196+25 will be relocated.
- Existing AT&T pedestals at approximately Station 230+00 (northwest corner of STH 120 and STH 36) will be relocated 5 feet west.

All facilities will be relocated prior to construction and will take approximately 90 days to complete. Field contact person for this project is Aaron Anderson and can be reached at (608) 698-1186 or through email at [aa8616@att.com](mailto:aa8616@att.com).

**Charter (Communication)** has overhead facilities on the south side of Springfield Rd (STH 36) and STH 120; and the west side of STH 120 north of Springfield Rd (STH 36). Charter does not have any underground or aerial facilities south of the intersection of STH 36 and STH 120. Further, Charter does not have any conflicts with the project. Field contact person for this project is Ron Mueller and can be reached at (414) 312-2652 or through email at [ronald.mueller@charter.com](mailto:ronald.mueller@charter.com).

**WE Energies (Electric)** has facilities on the project. At approximately Station 196+29, RT there is a pole with a guy and anchor. The guy will be removed and the anchor will be cut off just below ground level. A new pole will be installed at approximately Station 196+19, LT. All work is to be completed prior to construction and take an estimated 20 days to complete. Field contact person for this project is Adam Psichulis and can be reached at (262) 763-1011 or through email at [Adam.Psichulis@we-energies.com](mailto:Adam.Psichulis@we-energies.com).

**WE Energies (Gas)** has gas lines on the project. A gas main runs along the east side of STH 120 and along the south side of Krueger Rd and Bucky Rd. The gas main on the east side of STH 120 will be discontinued and a new gas main will be placed through a directional bore along STH 120 from approximately Station 159+50, LT to Station 230+00, LT. At the location of Ore Creek, due to the wetlands in the area, the directional bore will move closer to the road to avoid impacting the wetlands from approximately Station 205+50, LT to Station 223+00, LT. The directional bore will avoid the wetlands by being placed between 33' to 37' from centerline of the roadway with a bore depth of 36-48". From approximately Station 161+50, RT to Station 172+00, RT a new line will be placed through open cut trench. The following details the locations of gas lines crossing STH 120:

- Proposed directional bore at approximately Station 158+00.
- Proposed directional bore at approximately Station 159+50.
- Existing gas line to be discontinued at approximately Station 161+50.
- Proposed directional bore at approximately Station 162+50.
- Existing gas line to be discontinued at approximately Station 172+00.
- Proposed directional bore at approximately Station 176+20.
- Existing gas line to be discontinued at approximately Station 176+50.
- Existing gas line to be discontinued at approximately Station 196+00.
- Proposed directional bore at approximately Station 202+50.
- Existing gas line to be discontinued at approximately Station 205+25.
- Proposed directional bore at approximately Station 212+90.
- Existing gas line to remain in place at approximately Station 229+50.

Additionally, two lines will be directionally bored under Buckby Rd; one at approximately Station 13+00 and another at approximately Station 13+50.

All facilities will be relocated prior to construction and will take an estimated 65 days to complete. Field contact person for this project is Ronald Glendenning and can be reached at 414-333-1556 or through email at [Ronald.Glendenning@we-energies.com](mailto:Ronald.Glendenning@we-energies.com).

## **7. 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 Gary Metzger at (262) 548-5685. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

## **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 Gary Metzger at (262) 548-5685.

stp-107-054 (20080901)

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

John Roelke, License Number All-119523, inspected Structure B-64-0081 for asbestos on November 10, 2015. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Gary Metzger, SE Region Project Manager, at [Gary.Metzer@dot.wi.gov](mailto:Gary.Metzer@dot.wi.gov) or by phone at (262) 548-5685.

In accordance with NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Gary Metzger, SE Region Project Manager at (262) 548-5685 and DOT BTS-ESS attn: Hazardous Materials Specialist, PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-64-0081, STH 120 over Ore Creek
- Site Address: 423803.36 / 882444.47, Town of Lyons, Walworth County
- Ownership Information: WisDOT Transportation SE Region, 141 NW Barstow St, P.O. Box 798, Waukesha, WI 53187-0798
- Contact: Gary Metzger
- Phone: (262) 548-5685
- Age: 24 years old. This structure was constructed in 1995.
- Area: 2702 SF of deck

Insert the following paragraph in Section 6.g.:

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

stp-107-125 (20120615)

## **10. Notice to Contractor, Real Estate Commitments.**

The following commitments have been made to adjacent property owners, the contractor shall coordinate the commitments with the property owner.

- Applicable to all properties with Temporary Limited Easements: All items located in Temporary Limited Easement areas, at ground level, shall be replaced in kind (base aggregate with base aggregate, seeding with seeding, asphaltic surface with asphaltic surface, etc).
- Property located at 7215 Krueger Rd. The property owner would like to keep the tree trunks and branches of any trees impacted by the project that are 3 inches in diameter or larger. Cut into 6-foot to 10-foot sections and neatly pile on the property. The roots, stump and branches of the trees shall be removed.
- Property located at 7185 Buckby Rd. Fee acquisition included the purchase of one maple tree and one red cedar tree located within the Fee area. If possible, the contractor shall try to avoid impacting these trees. If not able to work around these trees, contractor shall remove completely.
- Property located at 7195 Buckby Rd. Remove the sign structure base. See plans and miscellaneous quantities for more detail.
- Property located at 7202 Oak Ln. Remove and replace the portion of the French drain system that will be impacted by the project. See the plans, construction details and miscellaneous quantities for more detail.

## **11. Erosion Control**

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

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide 1 copy of the ECIP to WisDOT and 1 copy of the ECIP to the WDNR Liaison (*insert DNR liaison contact information here*). Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

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

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

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

All work within the area of the wetland to be completed from the roadway surface.

Do not pump water from the construction site to a storm water conveyance without the water first passing through a sediment trap or filter bag.

## **12. Erosion Control Structures.**

Within seven calendar days after beginning work on the bridge superstructure, place all permanent erosion control devices, including riprap, erosion mat, ditch checks, seed, fertilizer, mulch, soil stabilizer, or any other item required by the contract or deemed necessary by the engineer. These devices shall be in place in the area under the bridge and on both sides of the roadway, from the waterway to a point 100-feet behind the backwall of the abutment. Within said limits, place these devices to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as the engineer directs. Before initial construction operations, place turbidity barriers, silt screens, and other temporary erosion control measures as the plans show, and remove them after the permanent erosion control devices are in place unless directed otherwise by the engineer.

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.

stp-107-070 (20030820)

## **13. Removing French Drains, Item 204.9090.S.01.**

### **A Description**

This special provision describes removing all items associated with the French drains located at Station 114+00, LT on Oak Lane and conforming to standard spec 204.

### **B (Vacant)**

### **C (Vacant)**

## D Measurement

The department will measure Removing French Drains in linear feet, acceptably completed. Removal to include all items associated with the French drain including but not limited to geotextile fabric, aggregate and piping.

## E Payment

*Add the following to standard spec 204.5:*

| ITEM NUMBER            | DESCRIPTION            | UNIT |
|------------------------|------------------------|------|
| 204.9090.S.01          | Removing French Drains | LF   |
| stp-204-025 (20150630) |                        |      |

## 14. Removing Inlet Structure, Item 204.9105.S.01.

### A Description

This special provision describes removing items associated with and backfilling the inlet structure located at Station 176+20, 68' RT and conforming to standard spec 204.

### B (Vacant)

### C (Vacant)

## D Measurement

The department will measure Removing Inlet Structure in lump sum, acceptably completed, and backfill of the Inlet Structure. Removal to include all items within 5' depth from the ground surface associated with the Inlet Structure including but not limited to concrete lid and brick walls. Also to include backfilling the structure to the ground surface.

## E Payment

*Add the following to standard spec 204.5:*

| ITEM NUMBER            | DESCRIPTION              | UNIT |
|------------------------|--------------------------|------|
| 204.9105.S.01          | Removing Inlet Structure | LS   |
| stp-204-025 (20150630) |                          |      |

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

### A Description

- (1) This special provision describes modifying the compaction and density testing and documentation requirements of work done under the Base Aggregate Dense 1 1/4-Inch bid items. Conform to standard spec 305 as modified in this special provision and to the contract QMP Base Aggregate article.
- (2) Provide and maintain a quality management program. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process related to construction of dense graded base which meets all the requirements of this provision.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures.

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

- (4) This special provision applies to Base Aggregate Dense 1 1/4-Inch material placed on the mainline traveled way and adjacent mainline shoulders according to the typical finished sections. Unless otherwise specified by the contract, all Base Aggregate Dense 1 1/4-Inch material placed on side roads, private and public entrances, ramps, tapers, turn lanes, and other locations not described as the mainline traveled way and its adjacent mainline shoulders is exempt from the compaction and density requirement modifications and testing contained within this special provision.

### B (Vacant)

## **C Construction**

### **C.1 General**

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

*Add the following to standard spec 305.3.2.2:*

- (3) Compact the 1 1/4-Inch dense graded base to a minimum of 93.0% of the material target density. Ensure that adequate moisture is present during placement and compaction operations to prevent segregation and to help achieve compaction.
- (4) The material target density will be identified using one of the following methods:
  1. For 1 1/4-Inch dense graded base composed of ≤20% reclaimed asphaltic pavement (RAP) or crushed concrete (RCA), as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve: maximum dry density according to AASHTO T-180, Method D, with correction for coarse particles as determined by AASHTO T224, and modified to require determination of Bulk Specific Gravity ( $G_m$ ) according to AASHTO T 85. Bulk Specific Gravities determined according to standard spec 106.3.4.2.2 for aggregate source approval may be utilized
  2. For 1 1/4-Inch dense graded base composed of >20% RAP or RCA, as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor may choose from the following options:
    - 2.1. Maximum dry density as determined by AASHTO T-180, Method D, with correction for coarse particles as determined by AASHTO T224, and modified to require determination of Bulk Specific Gravity ( $G_m$ ) according to AASHTO T 85.
    - 2.2. Maximum wet density as determined by AASHTO T-180, Method D, modified to define *Maximum Density* as the wet density in pounds per cubic foot of soil at optimum moisture content using Method D specified compaction, with correction for coarse particles as determined by AASHTO T224, and modified to require determination of Bulk Specific Gravity ( $G_m$ ) according to AASHTO T 85.
    - 2.3. Average of 10 random control strip wet density measurements as described in section C.2.5.1.
- (5) Base Aggregate Dense 1 1/4-Inch will be accepted for compaction on a target density lot basis.
- (6) Field density tests on materials using contractor elected target density methods C.1(4).2.2 or C.1(4).2.3 will not be considered for lot acceptance on the basis of compaction under the requirements of this provisions until the moisture content of the in-place material is less than 2.0 percentage points above the maximum wet density optimum moisture or 2.0 percentage points of the average moisture content of the 10 density tests representing a control strip, respectively.

### **C.2 Quality Management Program**

#### **C.2.1 Quality Control Plan**

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

### **C.2.2 Pre-Placement Meeting**

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

### **C.2.3 Personnel**

- (1) Perform the quality control sampling, testing, and documentation required under this provision using technicians certified by the department's Highway Technician Certification Program (HTCP). Have a HTCP Nuclear Density Technician I, or ACT certified technician, perform field density and field moisture content testing.
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

### **C.2.4 Equipment**

- (1) Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.
- (2) Furnish nuclear gauges from the department's approved product list at:  
<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>
- (3) Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.
- (4) For all target density methods, conform to ASTM D 6938 and CMM 8.15 for wet density testing and gauge monitoring methods.
- (5) For the specified target density determined using method C.1(4).1, compute the dry densities for the compacted dense graded base, composed of  $\leq 20\%$  RAP or RCA, according to ASTM D 6938.
- (6) For contractor elected target density method C.1(4).2.1 compute dry densities of dense graded base composed of  $>20\%$  RAP or RCA using a moisture correction factor and the nuclear wet density value. Determine the moisture correction value, for each Proctor produced under the requirements of C.2.5, using the moisture bias as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required. Conduct a moisture bias test for every 9000 tons of Base Aggregate Dense 1 1/4-Inch placed. Determine natural moistures in the laboratory.
- (7) Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position on the same date of placement of the Base Aggregate Dense 1 1/4-Inch material. Backscatter may be used only if the material being tested cannot reliably maintain an undistorted direct transmission test hole. Direct transmission tests must be performed at the greatest possible probe depth of 2 inches, 4 inches, or 6 inches, but not to exceed the depth of the compacted layer being tested. Perform each test for 4 minutes of nuclear gauge count time.

### **C.2.5 Contractor Testing**

- (1) Perform compaction testing on the mainline dense graded base material, as defined by A(4). Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians as required in C.2.3. Conform to CMM 8.15 for testing and gauge monitoring methods.
- (2) Select test sites randomly using ASTM Method D3665. Do not test less than 1 1/2 feet from the unsupported edge of the dense graded base layer. Test sites must be located within the mainline traveled way or the traveled way's adjacent mainline shoulder.

#### **C.2.5.1 Contractor Required Quality Control (QC) Testing**

- (1) Conduct testing at a minimum frequency of one test per lot. A lot will consist of each 1500 tons for each layer with a minimum lift thickness of 2" of Base Aggregate Dense 1 1/4-Inch material placed, regardless of the location of placement. Each lot of in-place mainline, as defined by A(4), Base Aggregate Dense 1 1/4-Inch material compacted will be accepted when the lot field density meets the required minimum

93.0% of target density. Lots that don't achieve 93.0% of target density must be addressed and approved according to C.2.7.

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

#### **C.2.5.1.1 Target Density Determination**

##### **C.2.5.1.1.1 Density Control Strip Method**

- (1) For contractor elected target density method C.1(4).2.3, construct a control strip for each layer of placement to identify the target wet density for the base aggregate dense material. The control strip construction and density testing will occur under the direct observation and/or assistance of the department QV personnel.
- (2) Unless the engineer approves otherwise, construct control strips to a minimum dimension of 300 feet long and one full lane width.
- (3) Completed control strips may remain in-place to be incorporated into the final roadway cross-section.
- (4) Construct additional control strips, at a minimum, when:
  1. The four point moving average gradation on any one sieve differs from the original gradation test result for that sieve by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip. A previously determined Proctor value will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test.
  2. The source of base aggregate changes.
  3. The four point moving average percentage of blended recycled materials, from classification of material retained on the No. 4 sieve in the original gradation test, differs by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip. A previously determined Proctor value will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test.
  4. The layer thickness changes more than 2.0 inches.
  5. The percent target density exceeds 103.0% on two consecutive density measurements.
- (5) Construct control strips using equipment and methods representative of the operations to be used to place and compact the remaining 1 1/4-Inch Base Aggregate Dense material. Wet the base, as mutually agreed upon by the contractor and engineer, to obtain and/or maintain adequate moisture content to ensure proper compaction. Discontinue water placement if the base begins to exhibit signs of saturation or instability.
- (6) After compacting the control strip with a minimum of 2 passes, mark and take density measurements at 3 random locations, at least 1 1/2 feet from the edge of the base. Subsequent density measurements will be taken at the same 3 locations.
- (7) After each subsequent pass of compaction equipment over the entirety of the control strip, take density measurements at the 3 marked locations. Continue compacting and testing until the increase in density measurements is less than 2.0 lb/ft<sup>3</sup>, or the density measurements begin to decrease.
- (8) Upon completion of control strip compaction, take 10 randomly located density measurements within the limits of the control strip, at least 1 1/2 feet from the edge of the base. The final measurements recorded at the 3 locations under article C.2.4.1.1.1(6) may be included as 3 of the 10 measurements. Average the ten measurements to obtain the control strip target density and target moisture for use in contractor elected method C.1(4).2.3.

##### **C.2.5.1.1.2 Maximum Wet and/or Dry Density Methods**

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

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

### **C.2.5.2 Optional Contractor Assurance (CA) Testing**

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

## **C.2.6 Department Testing**

### **C.2.6.1 General**

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

### **C.2.6.2 Quality Verification (QV) Testing**

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.2.3 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 30% of the required gradation, density and Proctor contractor tests.
- (3) The department will utilize contractor's QC Proctor results for determination of the material target density. The department will verify QC Proctor values by testing QC Proctor split sample. The department will use QC Proctor value as a target density if the QC and QV Proctor test results meet the tolerance requirements specified in section 2.6.2.(7).
- (4) The department will locate gradation and nuclear density test samples, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will split each QV sample, test half for QV, and retain the remaining half for 7 calendar days.
- (5) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (6) The department will utilize control strip target density testing results in lieu of QV Proctor sampling and testing when the contractor elected C.1 (3).2.3 target density method is used.
- (7) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If QV test results are nonconforming, take corrective actions according to C.2.7 until the requirements of this special provision are met. Differing QC and QV nuclear density values of more than 2.0 pcf will be investigated and resolved. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

### **C.2.6.3 Independent Assurance (IA)**

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and

equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:

1. Split sample testing.
  2. Proficiency sample testing.
  3. Witnessing sampling and testing.
  4. Test equipment calibration checks.
  5. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.2.6.4.

#### **C.2.6.4 Dispute Resolution**

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor shall review the data, examine data reduction and analysis methods, evaluate sampling and testing methods/procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

#### **C.2.7 Corrective Action**

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

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

- (2) Investigate the moisture content of material in an unacceptable lot. Moisture content testing/samples collected under the QC and/or QV testing articles of this specification may be used to complete this investigation. Obtain moisture content readings according to ASTM D 6938. For material composed of >20% RAP or RCA, correct the moisture content with the moisture correction value using the moisture bias, as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required.
- (3) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods C.1(4).1, C.1(4).2.1, or C.1(4).2.2, or within 2.0 percentage points of the target moisture content for target density method C.1(4).2.3, and exhibiting no signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, shall be compacted a minimum of one more pass using equipment and methods representative of the operations used to place and compact the Base Aggregate Dense 1 1/4-Inch, and density tested at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft<sup>3</sup> continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft<sup>3</sup>, the lot is accepted as satisfying the compaction requirements of this provision.
- (4) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods C.1(4).1, C.1(4).2.1, or C.1(4).2.2, or within 2.0 percentage points of the target moisture content for target density method C.1(4).2.3, and exhibiting signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, will be reviewed by the engineer. The engineer may request subgrade improvement methods, such as excavation below subgrade (EBS), installation of geotextile fabrics, installation of breaker run material, or others to be completed, or may request an additional pass of compactive effort using equipment and methods representative of the operations used to place and compact the base aggregate dense and density test.

1. If, after an additional pass, the change in density at the same location (station and offset) as the failing QC and/or QV density tests exceeds 2.0 lb/ft<sup>3</sup> in a lot continue subsequent compactive efforts and density testing on that lot. If the change in density at the same location (station and offset) as the failing QC and/or QV density tests is less than or equal to 2.0 lb/ft<sup>3</sup>, and subgrade improvement methods are not requested by the engineer, the lot is accepted as satisfying the compaction requirements of this provision.
  2. If subgrade improvement methods are requested by the engineer, upon completion, including compaction of the restored base material, conduct a density test within the improved subgrade limits. This density test result will replace the prior field density value. If the lot field density equals or exceeds 93.0% of target density the lot is accepted as satisfying the compaction requirements of this provision. If the lot field density fails to achieve 93.0% of target density, compact the lot a minimum of one more pass using equipment and methods representative of the operations used to place and compact the base aggregate dense; and density test at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft<sup>3</sup> continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft<sup>3</sup>, the lot is accepted as satisfying the compaction requirements of this provision.
- (5) Unacceptable lots, with moisture contents in excess of 2.0 percentage points above or below optimum moisture for target density methods C.1(4).1, C.1(4).2.1, or C.1(4).2.2 ; or in excess of 2.0 percentage points above or below the target moisture content for target density method C.1(4).2.3; shall receive contractor performed and documented corrective action; including additional density testing.
- (6) Density tests completed subsequent to any corrective action will replace previous field density test results for that lot. Continue corrective actions until 93.0% of target density is achieved or an alternate compaction acceptance criteria is met according to this section.
- (7) Field moisture contents of materials tested using contractor elected target density methods C.1(4).2.2 or C.1(4).2.3 cannot exceed 2.0 percentage points of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively. Density tests on materials using contractor elected target density methods C.1(4).2.2 or C.1(4).2.3 will not be considered for lot compaction acceptance until the moisture content of the corresponding density test of the in-place material is less than 2.0 percentage points above of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively.

#### **D Measurement**

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

#### **E Payment**

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

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

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

stp-370-010 (20171130)

### **16. Reheating HMA Pavement Longitudinal Joints, Item 460.4110.S.**

#### **A Description**

This special provision describes reheating the abutting edge of the previously compacted layer in the adjacent lane while paving mainline asphalt pavements.

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

#### **C Construction**

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

Provide a self-contained heating unit that heats by convection only. Do not use forced air to enhance the flame. Provide a fireproof barrier between the flame and the heater's fuel source. The heater must

produce a uniform distribution of heat within the heat box. Provide automatic controls to regulate the heater output and shutoff the heater when the paver stops or the heater control system loses power.

Mount the heater on the paver inside the paver's automatic leveling device.

## **C.2 Reheating Joints**

Evenly reheat at least an 8 inch (200 mm) wide strip of the previously compacted layer in the adjacent lane as follows:

- Reheat the joint to within 60 degrees F (15 degrees C) of the mix temperature at the paver auger. Measure joint temperature immediately behind the heater.

The engineer may allow the required joint reheat temperatures to be cooler than specified to adjust for weather, wind, and other field conditions. Coordinate the heater output and paver speed to achieve the required joint reheat temperature without visible smoke emission.

## **D Measurement**

The department will measure Reheating HMA Pavement Longitudinal Joints by the linear foot, acceptably completed, as measured along each joint for each layer of asphalt placed.

## **E Payment**

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

| ITEM NUMBER | DESCRIPTION                                | UNIT |
|-------------|--------------------------------------------|------|
| 460.4110.S  | Reheating HMA Pavement Longitudinal Joints | LF   |

Payment is full compensation for all the work required under this bid item.

stp-460-015 (20140630)

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

## **A Description**

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

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

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

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

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

## **B Materials**

### **B.1 Personnel**

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

### **B.2 Testing**

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

## **B.3 Equipment**

### **B.3.1 General**

- (1) Furnish nuclear gauges according to CMM 8-15.2.
- (2) Furnish nuclear gauges from the department's approved product list at  
<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be as specified in standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

### **B.5 Department Testing**

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

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

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

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

### **B.6 Dispute Resolution**

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge comparison according to B.3.2.1.
- (2) The testers may use comparison monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.

- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV subplot density test results or retesting of the subplot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

#### **B.7 Acceptance**

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

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

#### **D (Vacant)**

#### **E Payment**

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

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

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

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

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

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

## **18. Polymer Overlay, Item 509.5100.S.**

### **A Description**

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

### **B Materials**

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

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

#### **B.2 Polymer Resin**

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

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

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

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

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

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

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

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

### B.3 Aggregates

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

#### Aggregate Properties

| Property                        | Requirement                                                                                             | Test Method |
|---------------------------------|---------------------------------------------------------------------------------------------------------|-------------|
| Moisture Content <sup>[1]</sup> | 1/2 of the measured aggregate absorption, %                                                             | ASTM C566   |
| Hardness                        | <sup>3</sup> 6.5                                                                                        | Mohs Scale  |
| Fractured Faces                 | 100% with at least 1 fractured face & 80% with at least 2 fractured faces of material retained on No.16 | ASTM D5821  |
| Absorption                      | ≤1%                                                                                                     | ASTM C128   |

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

#### Gradation

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

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

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

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

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

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

Conform to the following:

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

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

## C Construction

### C.1 General

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

Conform to the following:

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

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

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

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

### C.2 Deck Preparation

#### C.2.1 Deck Repair

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

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

#### C.2.2 Surface Preparation

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

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

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

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

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

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

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

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

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

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

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

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

1. Ambient air temperature is below 50 F or above 100 F.
2. Deck temperature is below 50 F.
3. Moisture content in the deck exceeds 4.5 percent when measured by an electronic moisture meter or shows visible moisture after 2 hours when measured according to ASTM D4263.
4. Rain is forecasted during the minimum curing periods listed under C.5.
5. Materials component temperatures below 65 F or above 99 F.
6. Concrete age is less than 28 days unless approved by the engineer.
7. The deck temperature exceeds 100 F.
8. If the gel time is 10 minutes or less at the predicted high air temperature for the day.

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

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

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

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

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

### **C.4 Application Rates**

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

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

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

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

### C.5 Minimum Curing Periods

As a minimum, cure the coating as follows:

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

If faster cure times are desired and achievable, submit to the engineer a certified test report from an independent laboratory showing the material is able to reach a compressive strength of 1000 psi as tested per ASTM C 579 Method B within the temperature ranges and cure times for which the product is proposed to be placed. Establish ambient air, material, and substrate temperatures from the manufacturer for field applications. Field applications will not be allowed below the documented temperatures.

### C.6 Repair of Polymer Overlay

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

### D Measurement

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

### E Payment

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

| ITEM NUMBER | DESCRIPTION     | UNIT |
|-------------|-----------------|------|
| 509.5100.S  | Polymer Overlay | SY   |

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

The department will pay separately for Concrete Deck Repair.

stp-509-030 (20170615)

## 19. Stone or Rock Ditch Checks, Item 628.7515.S.

### A Description

This special provision describes furnishing and installing stone or rock ditch checks as the plans show or as the engineer directs.

### B Materials

Provide materials conforming to size requirements for size no. 2 coarse aggregate for concrete masonry or riprap according to the standard spec 501.2.5.4.5. Railroad ballast or breaker run stone conforming to the following applicable gradations may also be used:

#### **Railroad Ballast**

| <b>Sieve Size</b> | <b>Percent by Weight Passing</b> |
|-------------------|----------------------------------|
| 2 Inch            | 100                              |
| 1 Inch            | 20 – 55                          |
| 3/8 Inch          | 0 -5                             |

#### **Breaker Run Stone**

| <b>Sieve Size</b> | <b>Percent by Weight Passing</b> |
|-------------------|----------------------------------|
| 5 Inch            | 100                              |
| 1½ Inch           | 0 – 50                           |
| 3/8 Inch          | 0 - 5                            |

Incorporate stone or rock in the ditch checks that is hard, sound, and durable, and meets the approval of the engineer.

#### **C Construction**

Place stone or rock ditch checks immediately after shaping of the ditches or slopes is completed. Place stone or rock ditch checks at right angles to the direction of flow and construct to the dimensions and according to the details the plans show.

Remove sediment from behind the stone or rock ditch checks when it has accumulated to one half of the original height of the dam.

#### **D Measurement**

The department will measure Stone or Rock Ditch Checks in volume by the cubic yard of material incorporated in the work.

#### **E Payment**

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

| <b>ITEM NUMBER</b> | <b>DESCRIPTION</b>         | <b>UNIT</b> |
|--------------------|----------------------------|-------------|
| 628.7515.S         | Stone or Rock Ditch Checks | CY          |

Payment is full compensation for furnishing, producing, crushing, loading, hauling, placing, and shaping and maintaining Stone or Rock Ditch Check.

The quantity of sediment removed shall be multiplied by a factor of ten and paid for as Excavation Common.

stp-628-050 (20170615)

## **20. Traffic Control.**

Perform this work according to the requirements of standard spec 643, and as shown on the plans or as approved by the engineer, except as hereinafter modified.

*Supplement standard spec 643.3.1 with the following:*

Provide the Walworth County Sheriff's Department, Lake Geneva Police Department, Springfield Police Department and the engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

Do not 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.

*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.

## **21. Temporary Portable Rumble Strips, Item 643.0310.S.**

### **A Description**

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

### **B Materials**

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

### **C Construction**

#### **C.1 Placement**

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

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

#### **C.2 Maintenance**

Maintain rumble strips as follows:

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

### **D Measurement**

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

### **E Payment**

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

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

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

stp-643-020 (20161130)

## **22. Section Corner Monuments, Item SPV.0060.01.**

### **A Description**

Coordinate with Southeastern Wisconsin Regional Planning Commission (SEWRPC) for the perpetuation and replacement of a section corner (Public Land Survey System- PLSS) monument.

### **B Materials**

SEWRPC will provide a pre-cast concrete monument or brass disk to be used to mark the PLSS corner.

Furnish base aggregate dense materials that conform to standard spec 305 and possibly concrete depending on the road surface.

## C Construction

SEWRPC will perpetuate existing section corner monument. The engineer will contact SEWRPC at (262) 953-4295 two weeks before starting construction operations or before the preconstruction meeting to allow for section corner perpetuation.

Contractor must excavate and completely remove the existing monument. Contractor is responsible for providing a backfilled 3 to 4 foot deep hole where existing monument was removed. If roadway surface is concrete, contractor will be responsible to provide either a 2 foot by 2 foot "box out" or 24" inch diameter core hole to facilitate setting the new monument. The contractor is responsible to coordinate with SEWRPC, Washington County and the WisDOT Project Manager throughout the perpetuation and replacement process.

### Contact Information:

Attn: John Washburn  
Southeastern Wisconsin Regional Planning Commission  
W239 N1812 Rockwood Drive  
P.O. Box 1607  
Waukesha, WI 53187-1607  
Phone (262) 547-6721  
Cell (262) 953-4295  
Fax (262) 547-1103  
E-mail: [jwashburn@sewrpc.org](mailto:jwashburn@sewrpc.org)

## D Measurement

The department will measure Section Corner Monuments Special by the individual unit, acceptably completed.

## E Payment

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

| ITEM NUMBER | DESCRIPTION              | UNIT |
|-------------|--------------------------|------|
| SPV.0060.01 | Section Corner Monuments | EACH |

Payment is full compensation for all excavating; removal of existing monument, for placing and compacting backfill material; for disposing of surplus materials; for concrete or asphalt material, finishing of roadway or other surfaces, for all coordination with SEWRPC; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

SER-621.3 (20170621)

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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   2   (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 1 (number) TrANS Apprentice(s) be utilized on this contract.

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

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

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

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

## **II. IMPLEMENTATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ADDITIONAL SPECIAL PROVISION 3

### DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

#### 1. Description

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

## 2. Definitions

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

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

## 3. DBE Percentage Required at Bid Submission

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

## 4. WisDOT Interpretation of Federal DBE Program Provision

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

### a. Department's DBE Evaluation Process

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

### b. Documentation Submittal

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

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

(1) **Bidder Meets DBE Goal**

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

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

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

c. **Bidder Fails to Submit Documentation**

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

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

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

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

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

## b. Prime Contractors should:

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

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

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

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

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

## 6. Use of Joint Checks

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

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

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

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

## 7. Bidder's Appeal Process

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

## 8. Department's Criteria for DBE Participation

### Directory of DBE firms

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

## 9. Counting DBE Participation

### Assessing DBE Work

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

## 10. Commercially Useful Function

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

## 11. Credit Evaluation for Trucking

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

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

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

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

### a. Manufacturers

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

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

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

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

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

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

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

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

### **13. Credit Evaluation for DBE Primes**

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

### **14. Joint Venture**

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

### **15. Mentor Protégé**

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

### **16. DBE Replacement or Termination**

#### **Contractual Requirement**

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

#### **Contractor Considerations**

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

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

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

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

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

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

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

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

**Evaluation and Response to the Request**

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

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

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

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

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

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

## **18. Contract Modifications**

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

## **19. Payment**

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

## APPENDIX A

### Sample Contractor Solicitation Letter Page 1

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

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#### GFW SAMPLE MEMORANDUM

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

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

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

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

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

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx>

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

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

Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

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

### REQUEST FOR QUOTATION

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

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

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

**Please check all that apply**

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

**Prime Contractor 's Contact Person**

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

**DBE Contractor Contact Person**

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_

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

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

**WORK DESCRIPTION:**

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

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

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

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

## **APPENDIX B**

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

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

#### **Primes**

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

#### **DBE**

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

## APPENDIX C

### Types of Efforts considered in determining GFE

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

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

## **APPENDIX D**

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

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

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

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

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

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

## Appendix E

### Small Business Network [SBN] Overview

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

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

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

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

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

**ADDITIONAL SPECIAL PROVISION 4**

**Payment to First-Tier Subcontractors**

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

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

**Payment to Lower-Tier Subcontractors**

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

**Release of Routine Retainage**

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

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

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

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

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

*Make the following revisions to the standard specifications:*

---

**104.10.2 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<br>WARNING BANDS | PRODUCED OUTSIDE<br>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<br>(mils) | BEAD APPLICATION<br>(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 |
|--|-------|---------|
|--|-------|---------|

|                 |          |       |
|-----------------|----------|-------|
| BRICKLAYER..... | \$ 33.44 | 22.27 |
|-----------------|----------|-------|

-----  
BRWI0004-002 06/01/2018

KENOSHA, RACINE, AND WALWORTH COUNTIES

|                 |          |         |
|-----------------|----------|---------|
|                 | Rates    | Fringes |
| BRICKLAYER..... | \$ 37.66 | 23.35   |

-----  
BRWI0006-002 06/01/2018

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,  
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

|                 |          |         |
|-----------------|----------|---------|
|                 | Rates    | Fringes |
| BRICKLAYER..... | \$ 34.30 | 21.41   |

-----  
BRWI0007-002 06/01/2018

GREEN, LAFAYETTE, AND ROCK COUNTIES

|                 |          |         |
|-----------------|----------|---------|
|                 | Rates    | Fringes |
| BRICKLAYER..... | \$ 34.82 | 22.59   |

-----  
BRWI0008-002 06/01/2018

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                 |          |         |
|-----------------|----------|---------|
|                 | Rates    | Fringes |
| BRICKLAYER..... | \$ 38.03 | 22.55   |

-----  
BRWI0011-002 06/01/2018

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

|                 |          |         |
|-----------------|----------|---------|
|                 | Rates    | Fringes |
| BRICKLAYER..... | \$ 33.44 | 22.27   |

-----  
BRWI0019-002 06/01/2018

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

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 32.97 | 22.74   |
| -----                   |          |         |
| BRWI0034-002 06/01/2018 |          |         |

COLUMBIA AND SAUK COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 34.80 | 22.61   |
| -----                   |          |         |
| CARP0087-001 05/01/2016 |          |         |

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys  
 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| Carpenter & Piledrivermen..... | \$ 36.85 | 18.39   |
| -----                          |          |         |
| CARP0252-002 06/01/2016        |          |         |

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,  
 BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,  
 CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except  
 area bordering Michigan State Line), FOND DU LAC, FOREST,  
 GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON,  
 JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,  
 MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE,  
 MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E.  
 of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE,  
 PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN,  
 ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS,  
 WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD  
 COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

CARPENTER

|                 |          |       |
|-----------------|----------|-------|
| 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 |
|--|-------|---------|
|--|-------|---------|

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 |
|--|-------|---------|
|--|-------|---------|

|                |          |       |
|----------------|----------|-------|
| CARPENTER..... | \$ 35.78 | 22.11 |
|----------------|----------|-------|

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CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|                |          |       |
|----------------|----------|-------|
| CARPENTER..... | \$ 36.15 | 20.43 |
|----------------|----------|-------|

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CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

PILEDRIVERMAN

|             |          |       |
|-------------|----------|-------|
| Zone A..... | \$ 31.03 | 22.69 |
| Zone B..... | \$ 31.03 | 22.69 |

-----  
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   |

-----  
ELEC0014-007 06/05/2018

REMAINING COUNTIES

|                           |          |         |
|---------------------------|----------|---------|
|                           | Rates    | Fringes |
| Teledata System Installer |          |         |
| Installer/Technician..... | \$ 26.25 | 13.92   |

Low voltage construction, installation, maintenance and  
removal of teledata facilities (voice, data, and video)  
including outside plant, telephone and data inside wire,  
interconnect, terminal equipment, central offices, PABX,  
fiber optic cable and equipment, micro waves, V-SAT,  
bypass, CATV, WAN (wide area networks), LAN (local area  
networks), and ISDN (integrated systems digital network).

-----  
ELEC0127-002 06/01/2018

KENOSHA COUNTY

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

-----  
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   |
| -----                   |          |         |
| ELEC0219-004 06/01/2016 |          |         |

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,  
Florence and Homestead) AND MARINETTE COUNTY (Township of  
Niagara)

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Electricians:              |          |         |
| Electrical contracts over  |          |         |
| \$180,000.....             | \$ 32.38 | 18.63   |
| Electrical contracts under |          |         |
| \$180,000.....             | \$ 30.18 | 18.42   |
| -----                      |          |         |
| ELEC0242-005 05/16/2018    |          |         |

DOUGLAS COUNTY

| Rates | Fringes |
|-------|---------|
|-------|---------|

Electricians:.....\$ 36.85                      26.17

-----  
ELEC0388-002 06/03/2018

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman,  
Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON,  
MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area  
West of a line 6 miles West of the West boundary of Oconto  
County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS  
AND WOOD COUNTIES

Rates                      Fringes

Electricians:.....\$ 32.55                      19.02

-----  
ELEC0430-002 06/01/2019

RACINE COUNTY (Except Burlington Township)

Rates                      Fringes

Electricians:.....\$ 40.30                      22.04

-----  
ELEC0494-005 06/01/2018

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates                      Fringes

Electricians:.....\$ 39.31                      24.69

-----  
ELEC0494-006 06/01/2018

CALUMET (Township of New Holstein), DODGE (East of Hwy 26  
including Chester Township), FOND DU LAC, MANITOWOC  
(Schleswig), and SHEBOYGAN COUNTIES

Rates                      Fringes

Electricians:.....\$ 33.40                      22.08

-----  
ELEC0494-013 06/01/2018

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Sound & Communications |          |         |
| Installer.....         | \$ 19.56 | 15.78   |
| Technician.....        | \$ 28.99 | 16.25   |

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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ELEC0577-003 06/01/2018

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 32.18 | 18.59   |

-----  
ELEC0890-003 06/01/2018

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,  
RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 34.15 | 19.63   |

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ELEC0953-001 07/01/2015

|                                      | Rates    | Fringes    |
|--------------------------------------|----------|------------|
| Line Construction:                   |          |            |
| (1) Lineman.....                     | \$ 42.14 | 32% + 5.00 |
| (2) Heavy Equipment<br>Operator..... | \$ 40.03 | 32% + 5.00 |
| (3) Equipment Operator.....          | \$ 33.71 | 32% + 5.00 |
| (4) Heavy Groundman Driver..         | \$ 26.78 | 14.11      |
| (5) Light Groundman Driver..         | \$ 24.86 | 13.45      |
| (6) Groundsman.....                  | \$ 23.18 | 32% + 5.00 |

-----  
ENGI0139-005 06/03/2019

|                          | 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.

-----  
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.

-----  
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   |
| -----                   |          |         |
| 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 TREMPPEALEAU  
COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| IRONWORKER.....         | \$ 37.10 | 10.10   |
| -----                   |          |         |
| IRON0512-021 05/01/2018 |          |         |

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,  
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| IRONWORKER.....         | \$ 32.64 | 10.10   |
| -----                   |          |         |
| LABO0113-002 06/03/2019 |          |         |

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, TREMPLEAU, 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   |
| -----                   |          |         |
| PAIN0934-001 06/01/2017 |          |         |

KENOSHA AND WALWORTH COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Painters:               |          |         |
| Brush.....              | \$ 33.74 | 18.95   |
| Spray.....              | \$ 34.74 | 18.95   |
| Structural Steel.....   | \$ 33.89 | 18.95   |
| -----                   |          |         |
| PAIN1011-002 06/01/2017 |          |         |

FLORENCE COUNTY

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Painters:.....          | \$ 24.86 | 12.23   |
| -----                   |          |         |
| PLAS0599-010 06/01/2017 |          |         |

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER |          |         |
| Area 1.....                    | \$ 39.46 | 17.17   |
| Area 2 (BAC).....              | \$ 35.07 | 19.75   |
| Area 3.....                    | \$ 35.61 | 19.40   |
| Area 4.....                    | \$ 34.70 | 20.51   |
| Area 5.....                    | \$ 36.27 | 18.73   |
| Area 6.....                    | \$ 32.02 | 22.99   |

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN

COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET,  
CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE,  
FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE,  
LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE,  
MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK,  
PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR,  
VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD  
COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA  
CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND  
VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK  
COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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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   |
| -----                    |          |         |
| 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 8

Proposal ID: 20191112019 Project(s): 3190-08-70

Federal ID(s): WISC 2019688

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                           | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---------------------------------------------------------------|--------------------------------|------------|------------|
| 0002                 | 201.0105<br>Clearing                                          | 6.000<br>STA                   | _____.     | _____.     |
| 0004                 | 201.0205<br>Grubbing                                          | 6.000<br>STA                   | _____.     | _____.     |
| 0006                 | 203.0100<br>Removing Small Pipe Culverts                      | 7.000<br>EACH                  | _____.     | _____.     |
| 0008                 | 204.0115<br>Removing Asphaltic Surface Butt Joints            | 77.000<br>SY                   | _____.     | _____.     |
| 0010                 | 204.0120<br>Removing Asphaltic Surface Milling                | 23,171.000<br>SY               | _____.     | _____.     |
| 0012                 | 204.0165<br>Removing Guardrail                                | 481.000<br>LF                  | _____.     | _____.     |
| 0014                 | 204.9090.S<br>Removing (item description) 01. French Drains   | 30.000<br>LF                   | _____.     | _____.     |
| 0016                 | 204.9105.S<br>Removing (item description) 01. Inlet Structure | LS                             | LUMP SUM   | _____.     |
| 0018                 | 205.0100<br>Excavation Common                                 | 5,986.000<br>CY                | _____.     | _____.     |
| 0020                 | 213.0100<br>Finishing Roadway (project) 01. 3190-08-70        | 1.000<br>EACH                  | _____.     | _____.     |
| 0022                 | 305.0110<br>Base Aggregate Dense 3/4-Inch                     | 848.000<br>TON                 | _____.     | _____.     |
| 0024                 | 305.0120<br>Base Aggregate Dense 1 1/4-Inch                   | 3,395.000<br>TON               | _____.     | _____.     |
| 0026                 | 305.0500<br>Shaping Shoulders                                 | 148.000<br>STA                 | _____.     | _____.     |
| 0028                 | 310.0115<br>Base Aggregate Open-Graded                        | 2.000<br>CY                    | _____.     | _____.     |
| 0030                 | 371.1000.S<br>QMP Base Aggregate Dense 1 1/4-Inch Compaction  | 3,111.000<br>TON               | _____.     | _____.     |
| 0032                 | 416.0160<br>Concrete Driveway 6-Inch                          | 25.000<br>SY                   | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20191112019 Project(s): 3190-08-70

Federal ID(s): WISC 2019688

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                     | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|-------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0034                 | 455.0605<br>Tack Coat                                                   | 3,916.000<br>GAL               | _____.     | _____.     |
| 0036                 | 460.2000<br>Incentive Density HMA Pavement                              | 4,450.000<br>DOL               | 1.00000    | 4,450.00   |
| 0038                 | 460.4110.S<br>Reheating HMA Pavement Longitudinal Joints                | 7,185.000<br>LF                | _____.     | _____.     |
| 0040                 | 460.5223<br>HMA Pavement 3 LT 58-28 S                                   | 5,744.000<br>TON               | _____.     | _____.     |
| 0042                 | 460.5224<br>HMA Pavement 4 LT 58-28 S                                   | 3,829.000<br>TON               | _____.     | _____.     |
| 0044                 | 465.0120<br>Asphaltic Surface Driveways and Field Entrances             | 40.000<br>TON                  | _____.     | _____.     |
| 0046                 | 465.0315<br>Asphaltic Flumes                                            | 100.000<br>SY                  | _____.     | _____.     |
| 0048                 | 465.0425<br>Asphaltic Shoulder Rumble Strips 2-Lane Rural               | 7,956.000<br>LF                | _____.     | _____.     |
| 0050                 | 465.0475<br>Asphalt Centerline Rumble Strips 2-Lane Rural               | 6,184.000<br>LF                | _____.     | _____.     |
| 0052                 | 509.5100.S<br>Polymer Overlay                                           | 288.000<br>SY                  | _____.     | _____.     |
| 0054                 | 520.3324<br>Culvert Pipe Class III-A 24-Inch                            | 120.000<br>LF                  | _____.     | _____.     |
| 0056                 | 521.1018<br>Apron Endwalls for Culvert Pipe Steel 18-Inch               | 7.000<br>EACH                  | _____.     | _____.     |
| 0058                 | 521.3118<br>Culvert Pipe Corrugated Steel 18-Inch                       | 142.000<br>LF                  | _____.     | _____.     |
| 0060                 | 522.1024<br>Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch | 3.000<br>EACH                  | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20191112019 Project(s): 3190-08-70

Federal ID(s): WISC 2019688

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                                                    | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--------------------------------------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0062                 | 522.2319<br>Culvert Pipe Reinforced Concrete<br>Horizontal Elliptical Class HE-III 19x30-Inch          | 93.000<br>LF                   | _____.     | _____.     |
| 0064                 | 522.2324<br>Culvert Pipe Reinforced Concrete<br>Horizontal Elliptical Class HE-III 24x38-Inch          | 75.000<br>LF                   | _____.     | _____.     |
| 0066                 | 522.2329<br>Culvert Pipe Reinforced Concrete<br>Horizontal Elliptical Class HE-III 29x45-Inch          | 50.000<br>LF                   | _____.     | _____.     |
| 0068                 | 522.2619<br>Apron Endwalls for Culvert Pipe<br>Reinforced Concrete Horizontal Elliptical<br>19x30-Inch | 8.000<br>EACH                  | _____.     | _____.     |
| 0070                 | 522.2624<br>Apron Endwalls for Culvert Pipe<br>Reinforced Concrete Horizontal Elliptical<br>24x38-Inch | 2.000<br>EACH                  | _____.     | _____.     |
| 0072                 | 522.2629<br>Apron Endwalls for Culvert Pipe<br>Reinforced Concrete Horizontal Elliptical<br>29x45-Inch | 2.000<br>EACH                  | _____.     | _____.     |
| 0074                 | 601.0411<br>Concrete Curb & Gutter 30-Inch Type D                                                      | 89.000<br>LF                   | _____.     | _____.     |
| 0076                 | 601.0557<br>Concrete Curb & Gutter 6-Inch Sloped<br>36-Inch Type D                                     | 950.000<br>LF                  | _____.     | _____.     |
| 0078                 | 602.0405<br>Concrete Sidewalk 4-Inch                                                                   | 720.000<br>SF                  | _____.     | _____.     |
| 0080                 | 602.0505<br>Curb Ramp Detectable Warning Field<br>Yellow                                               | 94.000<br>SF                   | _____.     | _____.     |
| 0082                 | 606.0200<br>Riprap Medium                                                                              | 97.000<br>CY                   | _____.     | _____.     |
| 0084                 | 608.0324<br>Storm Sewer Pipe Reinforced Concrete<br>Class III 24-Inch                                  | 260.000<br>LF                  | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20191112019 Project(s): 3190-08-70

Federal ID(s): WISC 2019688

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                          | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|------------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0086                 | 611.0430<br>Reconstructing Inlets                                            | 1.000<br>EACH                  | _____.     | _____.     |
| 0088                 | 611.0530<br>Manhole Covers Type J                                            | 1.000<br>EACH                  | _____.     | _____.     |
| 0090                 | 611.0642<br>Inlet Covers Type MS                                             | 1.000<br>EACH                  | _____.     | _____.     |
| 0092                 | 611.2006<br>Manholes 6-FT Diameter                                           | 1.000<br>EACH                  | _____.     | _____.     |
| 0094                 | 611.3901<br>Inlets Median 1 Grate                                            | 1.000<br>EACH                  | _____.     | _____.     |
| 0096                 | 612.0106<br>Pipe Underdrain 6-Inch                                           | 30.000<br>LF                   | _____.     | _____.     |
| 0098                 | 614.2300<br>MGS Guardrail 3                                                  | 450.000<br>LF                  | _____.     | _____.     |
| 0100                 | 614.2330<br>MGS Guardrail 3 K                                                | 100.000<br>LF                  | _____.     | _____.     |
| 0102                 | 614.2500<br>MGS Thrie Beam Transition                                        | 158.000<br>LF                  | _____.     | _____.     |
| 0104                 | 614.2610<br>MGS Guardrail Terminal EAT                                       | 4.000<br>EACH                  | _____.     | _____.     |
| 0106                 | 618.0100<br>Maintenance And Repair of Haul Roads<br>(project) 01. 3190-08-70 | 1.000<br>EACH                  | _____.     | _____.     |
| 0108                 | 619.1000<br>Mobilization                                                     | 1.000<br>EACH                  | _____.     | _____.     |
| 0110                 | 624.0100<br>Water                                                            | 588.000<br>MGAL                | _____.     | _____.     |
| 0112                 | 625.0100<br>Topsoil                                                          | 24,930.000<br>SY               | _____.     | _____.     |
| 0114                 | 627.0200<br>Mulching                                                         | 24,930.000<br>SY               | _____.     | _____.     |
| 0116                 | 628.1504<br>Silt Fence                                                       | 7,385.000<br>LF                | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20191112019 Project(s): 3190-08-70

Federal ID(s): WISC 2019688

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                 | 628.1520<br>Silt Fence Maintenance                  | 7,385.000<br>LF                | _____.     | _____.     |
| 0120                 | 628.1905<br>Mobilizations Erosion Control           | 6.000<br>EACH                  | _____.     | _____.     |
| 0122                 | 628.1910<br>Mobilizations Emergency Erosion Control | 5.000<br>EACH                  | _____.     | _____.     |
| 0124                 | 628.2004<br>Erosion Mat Class I Type B              | 6,330.000<br>SY                | _____.     | _____.     |
| 0126                 | 628.2006<br>Erosion Mat Urban Class I Type A        | 15,690.000<br>SY               | _____.     | _____.     |
| 0128                 | 628.2008<br>Erosion Mat Urban Class I Type B        | 4,640.000<br>SY                | _____.     | _____.     |
| 0130                 | 628.2039<br>Erosion Mat Class III Type D            | 1,060.000<br>SY                | _____.     | _____.     |
| 0132                 | 628.7005<br>Inlet Protection Type A                 | 1.000<br>EACH                  | _____.     | _____.     |
| 0134                 | 628.7504<br>Temporary Ditch Checks                  | 360.000<br>LF                  | _____.     | _____.     |
| 0136                 | 628.7515.S<br>Stone or Rock Ditch Checks            | 154.000<br>CY                  | _____.     | _____.     |
| 0138                 | 628.7555<br>Culvert Pipe Checks                     | 85.000<br>EACH                 | _____.     | _____.     |
| 0140                 | 629.0210<br>Fertilizer Type B                       | 16.000<br>CWT                  | _____.     | _____.     |
| 0142                 | 630.0120<br>Seeding Mixture No. 20                  | 672.000<br>LB                  | _____.     | _____.     |
| 0144                 | 634.0618<br>Posts Wood 4x6-Inch X 18-FT             | 68.000<br>EACH                 | _____.     | _____.     |
| 0146                 | 637.2210<br>Signs Type II Reflective H              | 128.120<br>SF                  | _____.     | _____.     |
| 0148                 | 637.2230<br>Signs Type II Reflective F              | 90.000<br>SF                   | _____.     | _____.     |
| 0150                 | 638.2102<br>Moving Signs Type II                    | 36.000<br>EACH                 | _____.     | _____.     |



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Proposal ID: 20191112019 Project(s): 3190-08-70

Federal ID(s): WISC 2019688

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                               | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---------------------------------------------------|--------------------------------|------------|------------|
| 0152                 | 638.2602<br>Removing Signs Type II                | 22.000<br>EACH                 | _____.     | _____.     |
| 0154                 | 638.3000<br>Removing Small Sign Supports          | 63.000<br>EACH                 | _____.     | _____.     |
| 0156                 | 642.5201<br>Field Office Type C                   | 1.000<br>EACH                  | _____.     | _____.     |
| 0158                 | 643.0300<br>Traffic Control Drums                 | 11,240.000<br>DAY              | _____.     | _____.     |
| 0160                 | 643.0310.S<br>Temporary Portable Rumble Strips    | LS                             | LUMP SUM   | _____.     |
| 0162                 | 643.0420<br>Traffic Control Barricades Type III   | 285.000<br>DAY                 | _____.     | _____.     |
| 0164                 | 643.0715<br>Traffic Control Warning Lights Type C | 4,210.000<br>DAY               | _____.     | _____.     |
| 0166                 | 643.0800<br>Traffic Control Arrow Boards          | 285.000<br>DAY                 | _____.     | _____.     |
| 0168                 | 643.0900<br>Traffic Control Signs                 | 1,620.000<br>DAY               | _____.     | _____.     |
| 0170                 | 643.1050<br>Traffic Control Signs PCMS            | 14.000<br>DAY                  | _____.     | _____.     |
| 0172                 | 643.5000<br>Traffic Control                       | 1.000<br>EACH                  | _____.     | _____.     |
| 0174                 | 645.0111<br>Geotextile Type DF Schedule A         | 19.000<br>SY                   | _____.     | _____.     |
| 0176                 | 645.0120<br>Geotextile Type HR                    | 189.000<br>SY                  | _____.     | _____.     |
| 0178                 | 645.0130<br>Geotextile Type R                     | 713.000<br>SY                  | _____.     | _____.     |
| 0180                 | 645.0140<br>Geotextile Type SAS                   | 100.000<br>SY                  | _____.     | _____.     |
| 0182                 | 646.1020<br>Marking Line Epoxy 4-Inch             | 14,681.000<br>LF               | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20191112019 Project(s): 3190-08-70

Federal ID(s): WISC 2019688

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                            | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--------------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0184                 | 646.1040<br>Marking Line Grooved Wet Ref Epoxy 4-Inch                          | 13,915.000<br>LF               | _____.     | _____.     |
| 0186                 | 646.3020<br>Marking Line Epoxy 8-Inch                                          | 1,158.000<br>LF                | _____.     | _____.     |
| 0188                 | 646.5020<br>Marking Arrow Epoxy                                                | 4.000<br>EACH                  | _____.     | _____.     |
| 0190                 | 646.5120<br>Marking Word Epoxy                                                 | 2.000<br>EACH                  | _____.     | _____.     |
| 0192                 | 646.6120<br>Marking Stop Line Epoxy 18-Inch                                    | 102.000<br>LF                  | _____.     | _____.     |
| 0194                 | 648.0100<br>Locating No-Passing Zones                                          | 1.360<br>MI                    | _____.     | _____.     |
| 0196                 | 649.0150<br>Temporary Marking Line Removable Tape 4-Inch                       | 2,800.000<br>LF                | _____.     | _____.     |
| 0198                 | 650.4500<br>Construction Staking Subgrade                                      | 2,400.000<br>LF                | _____.     | _____.     |
| 0200                 | 650.5000<br>Construction Staking Base                                          | 2,400.000<br>LF                | _____.     | _____.     |
| 0202                 | 650.5500<br>Construction Staking Curb Gutter and Curb & Gutter                 | 850.000<br>LF                  | _____.     | _____.     |
| 0204                 | 650.6000<br>Construction Staking Pipe Culverts                                 | 8.000<br>EACH                  | _____.     | _____.     |
| 0206                 | 650.8000<br>Construction Staking Resurfacing Reference                         | 6,720.000<br>LF                | _____.     | _____.     |
| 0208                 | 650.9910<br>Construction Staking Supplemental Control (project) 01. 3190-08-70 | LS                             | LUMP SUM   | _____.     |
| 0210                 | 650.9920<br>Construction Staking Slope Stakes                                  | 7,515.000<br>LF                | _____.     | _____.     |
| 0212                 | 690.0150<br>Sawing Asphalt                                                     | 450.000<br>LF                  | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20191112019 Project(s): 3190-08-70

Federal ID(s): WISC 2019688

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                     | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---------------------------------------------------------|--------------------------------|------------|------------|
| 0214                 | 740.0440<br>Incentive IRI Ride                          | 5,444.000<br>DOL               | 1.00000    | 5,444.00   |
| 0216                 | ASP.1T0A<br>On-the-Job Training Apprentice at \$5.00/HR | 500.000<br>HRS                 | 5.00000    | 2,500.00   |
| 0218                 | ASP.1T0G<br>On-the-Job Training Graduate at \$5.00/HR   | 500.000<br>HRS                 | 5.00000    | 2,500.00   |
| 0220                 | SPV.0060<br>Special 01. Section Corner Monuments        | 20.000<br>EACH                 | _____.     | _____.     |
| Section: 0001        |                                                         |                                | Total:     | _____.     |
|                      |                                                         |                                | Total Bid: | _____.     |

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**





## Wisconsin Department of Transportation

November 5, 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 #19: 3190-08-70, WISC 2019 688**  
**Lake Geneva – East Troy**  
**N Side of Como Crk Bridge to STH 36**  
**STH 120**  
**Walworth County**

### Letting of November 12, 2019

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

#### Schedule of Items:

| Revised Bid Item Quantities |                       |      |              |                  |                |
|-----------------------------|-----------------------|------|--------------|------------------|----------------|
| Bid Item                    | Item Description      | Unit | Old Quantity | Revised Quantity | Proposal Total |
| 205.0100                    | Common Excavation     | CY   | 5,986        | 2,508            | 8,494          |
| 643.0300                    | Traffic Control Drums | Days | 11,240       | -10,134          | 1,106          |
| 643.0900                    | Traffic Control Signs | Days | 1,620        | 683              | 2,303          |

| Added Bid Item Quantities |                                     |      |              |                  |                |
|---------------------------|-------------------------------------|------|--------------|------------------|----------------|
| Bid Item                  | Item Description                    | Unit | Old Quantity | Revised Quantity | Proposal Total |
| 208.0100                  | Borrow                              | CY   | 0            | 2,708            | 2,708          |
| 649.0105                  | Temporary Marking Line Paint 4-Inch | LF   | 0            | 29,362           | 29,362         |
| 649.0120                  | Temporary Marking Line Epoxy 4-Inch | LF   | 0            | 14,681           | 14,681         |

| Deleted Bid Item Quantities |                                              |      |              |                  |                |
|-----------------------------|----------------------------------------------|------|--------------|------------------|----------------|
| Bid Item                    | Item Description                             | Unit | Old Quantity | Revised Quantity | Proposal Total |
| 643.0420                    | Traffic Control Barricades Type III          | Days | 285          | -285             | 0              |
| 643.0715                    | Traffic Control Warning Lights Type C        | Days | 4,210        | -4,210           | 0              |
| 643.0800                    | Traffic Control Arrow Boards                 | Days | 285          | -285             | 0              |
| 649.0150                    | Temporary Marking Line Removable Tape 4-Inch | LF   | 2,800        | -2,800           | 0              |

**Plan Sheets:**

| <b>Revised Plan Sheets</b> |                                                                                                                                                                                        |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Plan Sheet                 | Plan Sheet Title (brief description of changes to sheet)                                                                                                                               |
| 47                         | Miscellaneous Quantities (The Earthwork Summary Table has been revised. The Common Excavation quantity and the Borrow quantity have been updated.)                                     |
| 53                         | Miscellaneous Quantities (Items 649.0150, 643.0420, 643.0715, 643.0800 have been removed. Items 643.0300 and 643.0900 have been revised. Items 649.0105 and 649.0120 have been added.) |
| 166                        | Earthwork Quantities (Volumes have been updated.)                                                                                                                                      |
| 167                        | Earthwork Quantities (Volumes have been updated.)                                                                                                                                      |
| 168                        | Earthwork Quantities (Volumes have been updated.)                                                                                                                                      |
| 169                        | Earthwork Quantities (Volumes have been updated.)                                                                                                                                      |

| <b>Deleted Plan Sheets</b> |                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Plan Sheet                 | Plan Sheet Title (brief description of why sheet was deleted)                                                                                                                                                                                                                                                                                    |
| 133                        | SDD "Traffic Control, Single Lane Closure, Non-Freeway/Expressway" (This SDD will not be used on the project, traffic control will be done through the already referenced SDD "Traffic Control for Lane Closure with Flagging Operation" and the already referenced SDD "Traffic Control, Work on Shoulder or Parking Lane, Undivided Roadway".) |

**Schedule of Items**

Attached, dated November 5, 2019, are the revised Schedule of Items Pages 1 - 8.

**Plan Sheets**

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

Revised: 47, 53, 166, 167, 168, 169

Deleted: 133.

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

END OF ADDENDUM

# EARTHWORK SUMMARY TABLE

| Division            | From/To Station   | Location          | 205.0100<br>Common Excavation<br>(1) |                       | Salvaged/Unusable<br>Pavement Material<br>(4) | Available<br>Material<br>(5) | Unexpanded<br>Fill | Expanded Fill<br>(13) |        | Mass Ordinate +/-<br>(14) | Waste | 208.0100<br>Borrow | Comment:    |
|---------------------|-------------------|-------------------|--------------------------------------|-----------------------|-----------------------------------------------|------------------------------|--------------------|-----------------------|--------|---------------------------|-------|--------------------|-------------|
|                     |                   |                   | Cut<br>(2)                           | EBS Excavation<br>(3) |                                               |                              |                    | Factor<br>1.25        |        |                           |       |                    |             |
| Division 1          |                   |                   |                                      |                       |                                               |                              |                    |                       |        |                           |       |                    |             |
| 1                   | 158+79.81/169+00  |                   | 1,934                                | 0                     | 0                                             | 1,934                        | 336                | 420                   | 1,515  | 1,515                     | 1,515 | 0                  |             |
| 2                   | 171+50/181+95.77  |                   | 2,822                                | 0                     | 0                                             | 2,822                        | 340                | 425                   | 2,397  | 2,397                     | 2,397 | 0                  |             |
| 3                   | 182+00/194+50     |                   | 1,715                                | 0                     | 0                                             | 1,715                        | 73                 | 91                    | 1,624  | 1,624                     | 1,624 | 0                  |             |
| 4                   | 194+70/212+46.03  |                   | 710                                  | 0                     | 0                                             | 710                          | 1,826              | 2,283                 | -1,573 | -1,573                    | 0     | 1,573              |             |
| 5                   | 212+50/229+47.89  |                   | 157                                  | 0                     | 0                                             | 157                          | 1,034              | 1,292                 | -1,135 | -1,135                    | 0     | 1,135              |             |
| 6                   | 08+49/12+60.17    |                   | 999                                  | 0                     | 0                                             | 999                          | 105                | 132                   | 867    | 867                       | 867   | 0                  |             |
| 7                   | 13+71.92/14+66.59 |                   | 158                                  | 0                     | 0                                             | 158                          | 35                 | 44                    | 114    | 114                       | 114   | 0                  |             |
| Division 1 Subtotal |                   |                   | 8,494                                | 0                     | 0                                             | 8,494                        | 3,748              | 4,686                 | 3,808  | 3,808                     | 6,517 | 2,708              | SEE NOTE 15 |
| Grand Total         |                   | Total Common Exc. | 8,494                                | 0                     | 0                                             | 8,494                        | 3,748              | 4,686                 | 3,808  | 3,808                     | 6,517 | 2,708              |             |

## Notes:

- (1) Common Excavation is the sum of the Cut and EBS Excavation columns. Item number 205.0100
  - (2) Salvaged/Unusable Pavement Material is included in Cut.
  - (3) EBS Excavation to be backfilled with Select Borrow material. Note: this is designers choice, can be backfilled with Borrow, or Cut as well.
  - (4) Salvaged/Unusable Pavement Material
  - (5) Available Material = Cut - Salvaged/Unusable Pavement Material
  - (13) Expanded Fill Factor = 1.25
- Depending on selections:
- Or  
Or  
Or
- (14) The Mass Ordinate + or - Qty calculated for the Division. Plus quantity indicates an excess of material within the Division. Minus indicates a shortage of material within the Division.
- (15) Use 3808 CY of material from Division 1. Borrow Excavation item number 208.0100

Addendum No. 01  
ID 3190-08-70  
Revised Sheet 47  
November 5, 2019

ALL ITEMS ARE CATEGORY 0010 UNLESS NOTED OTHERWISE.

|                                                                   |              |                  |                          |          |                       |
|-------------------------------------------------------------------|--------------|------------------|--------------------------|----------|-----------------------|
| PROJECT NO: 3190-08-00                                            | HWY: STH 120 | COUNTY: WALWORTH | MISCELLANEOUS QUANTITIES | SHEET 47 | E                     |
| FILE NAME: P:\126245HE\DWG\3190-08-00\00SHEETS\PLAN\030201_MQ.DWG |              |                  |                          |          | WISDOT/CAD05 SHEET 42 |
| LAYOUT NAME: 030200_mq                                            |              |                  |                          |          |                       |
| PLOT DATE: 10/31/2019 1:33 PM                                     |              |                  |                          |          | PLOT NAME: BREMER_SAM |
| PLOT BY: BREMER_SAM                                               |              |                  |                          |          |                       |

ALL ITEMS ARE CATEGORY 0010 UNLESS NOTED OTHERWISE.

## TRAFFIC CONTROL

| LOCATION           | ITEM NO. 643.0300 |      | ITEM NO. 643.0310.S |      | ITEM NO. 643.0900 |      | ITEM NO. 643.1050 |      | ITEM NO. 643.5000 |      |
|--------------------|-------------------|------|---------------------|------|-------------------|------|-------------------|------|-------------------|------|
|                    | TRAFFIC CONTROL   | DAYS | TRAFFIC CONTROL     | DAYS | TRAFFIC CONTROL   | DAYS | TRAFFIC CONTROL   | DAYS | TRAFFIC CONTROL   | DAYS |
|                    | DRUMS             |      | STRIPS              |      | STRIPS            |      | PCMS              |      |                   |      |
|                    | EACH              |      | LUMP SUM            |      | EACH              |      | EACH              |      | EACH              |      |
| 158+80 - 230+65.45 | 91                | --   | 1                   | 23   | 2,093             | --   | --                | 1    | --                | 1    |
| 158+80 - 165+00    | 7                 | 189  | --                  | 5    | 35                | --   | 7                 | --   | --                | --   |
| 165+00 - 170+00    | 14                | 350  | 25                  | 5    | 70                | --   | --                | --   | --                | --   |
| 170+00 - 185+00    | 14                | 378  | --                  | 5    | 70                | --   | --                | --   | --                | --   |
| 192+00 - 230+65.45 | 7                 | 189  | --                  | 5    | 35                | 1    | 7                 | 1    | --                | --   |
| TOTALS             |                   | 1106 | 1                   |      | 2303              |      | 14                |      | 1                 |      |

### PAVEMENT MARKING ITEMS

| START STATION | END STATION  | YELLOW          |              | WHITE        |              | WHITE    |         | WHITE    |           | WHITE    |           | WHITE        |              | REMARKS      |           |
|---------------|--------------|-----------------|--------------|--------------|--------------|----------|---------|----------|-----------|----------|-----------|--------------|--------------|--------------|-----------|
|               |              | LF              | LF           | LF           | LF           | LF       | LF      | LF       | LF        | LF       | LF        |              |              |              |           |
|               |              |                 |              |              |              |          |         |          |           |          |           |              |              |              |           |
| 646.1020      | MARKING LINE | 646.1040        | MARKING LINE | 646.3020     | MARKING LINE | 646.5020 | MARKING | 646.5120 | MARKING   | 646.6120 | MARKING   | 649.0105     | TEMPORARY    | 649.0120     | TEMPORARY |
|               | EPOXY 4-INCH | GROOVED WET REF | EPOXY 4-INCH | EPOXY 8-INCH | ARROW        | WORD     | EPOXY   | EPOXY    | STOP LINE | EPOXY    | STOP LINE | PAINT 4-INCH | MARKING LINE | EPOXY 4-INCH |           |
|               |              |                 |              |              |              |          |         |          |           | 18-INCH  |           |              |              |              |           |
|               |              |                 |              |              |              |          |         |          |           |          |           |              |              |              |           |
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|             |                                                                                |              |                   |                          |            |    |
|-------------|--------------------------------------------------------------------------------|--------------|-------------------|--------------------------|------------|----|
| PROJECT NO: | 3190-08-00                                                                     | HWY: STH 120 | COUNTY: WALLWORTH | MISCELLANEOUS QUANTITIES | SHEET      | 53 |
| FILE NAME:  | P:\126249HEUDWG\3190-08-00\SHEETS\9149\080201_MQ.DWG<br>LAYOUT NAME: 080206_mq |              |                   |                          |            |    |
|             | PLOT DATE:                                                                     |              | PLOT BY:          |                          | PLOT NAME: |    |
|             | 11/4/2019 8:42 PM                                                              |              | HOJZEM, ANNE      |                          |            |    |

STH 120  
STA 158+80 - 181+96

| Station    | Cut Area<br>(Sq.ft.) | Cut<br>Volume<br>(Cu.yd.) | Reusable<br>Volume<br>(Cu.yd.) | Fill<br>Area<br>(Sq.ft.) | Fill<br>Volume<br>(Cu.yd.) | Cum.<br>Cut Vol.<br>(Cu.yd.) | Cum.<br>Reusable<br>Vol.<br>(Cu.yd.) | Cum. Fill<br>Vol.<br>(Cu.yd.) | Cum.<br>Net Vol.<br>(Cu.yd.) |
|------------|----------------------|---------------------------|--------------------------------|--------------------------|----------------------------|------------------------------|--------------------------------------|-------------------------------|------------------------------|
| 158+79.814 | 54.4                 | 0                         | 0                              | 15.86                    | 0                          | 0                            | 0                                    | 0                             | 0                            |
| 159+00.000 | 54.38                | 40.66                     | 40.66                          | 13.4                     | 10.94                      | 40.66                        | 40.66                                | 10.94                         | 29.73                        |
| 159+30.682 | 62.7                 | 66.53                     | 66.53                          | 8.1                      | 12.21                      | 107.19                       | 107.19                               | 23.15                         | 84.04                        |
| 159+48.111 | 61.36                | 40.04                     | 40.04                          | 7.69                     | 5.1                        | 147.23                       | 147.23                               | 28.25                         | 118.99                       |
| 160+00.000 | 71.36                | 127.54                    | 127.54                         | 12.05                    | 18.97                      | 274.77                       | 274.77                               | 47.22                         | 227.55                       |
| 160+05.707 | 89.16                | 16.96                     | 16.96                          | 10.56                    | 2.39                       | 291.73                       | 291.73                               | 49.61                         | 242.12                       |
| 160+20.000 | 95.51                | 48.88                     | 48.88                          | 10.29                    | 5.52                       | 340.61                       | 340.61                               | 55.13                         | 285.48                       |
| 160+50.000 | 66.46                | 89.99                     | 89.99                          | 13.71                    | 13.34                      | 430.6                        | 430.6                                | 68.46                         | 362.13                       |
| 161+00.000 | 42.76                | 101.14                    | 101.14                         | 9.27                     | 21.28                      | 531.73                       | 531.73                               | 89.74                         | 441.99                       |
| 161+50.000 | 40.46                | 77.06                     | 77.06                          | 6.38                     | 14.49                      | 608.79                       | 608.79                               | 104.23                        | 504.56                       |
| 162+00.000 | 39.78                | 74.3                      | 74.3                           | 6.91                     | 12.31                      | 683.09                       | 683.09                               | 116.54                        | 566.55                       |
| 162+50.000 | 44.47                | 78.01                     | 78.01                          | 7.36                     | 13.21                      | 761.09                       | 761.09                               | 129.75                        | 631.34                       |
| 163+00.000 | 57.53                | 94.44                     | 94.44                          | 1.39                     | 8.09                       | 855.53                       | 855.53                               | 137.84                        | 717.69                       |
| 163+50.000 | 59.48                | 108.34                    | 108.34                         | 0.93                     | 2.14                       | 963.87                       | 963.87                               | 139.98                        | 823.88                       |
| 164+00.000 | 61.42                | 111.94                    | 111.94                         | 0.77                     | 1.57                       | 1075.81                      | 1075.81                              | 141.55                        | 934.26                       |
| 164+50.000 | 58.73                | 111.25                    | 111.25                         | 1.48                     | 2.08                       | 1187.06                      | 1187.06                              | 143.63                        | 1043.42                      |
| 165+00.000 | 48.33                | 99.13                     | 99.13                          | 2.49                     | 3.67                       | 1286.18                      | 1286.18                              | 147.31                        | 1138.88                      |
| 165+50.000 | 48.49                | 89.65                     | 89.65                          | 1.85                     | 4.02                       | 1375.83                      | 1375.83                              | 151.33                        | 1224.51                      |
| 166+00.000 | 40.81                | 82.69                     | 82.69                          | 4.68                     | 6.05                       | 1458.53                      | 1458.53                              | 157.38                        | 1301.15                      |
| 166+50.000 | 44.89                | 79.35                     | 79.35                          | 5.7                      | 9.62                       | 1537.88                      | 1537.88                              | 166.99                        | 1370.89                      |
| 167+00.000 | 48.57                | 86.54                     | 86.54                          | 7.77                     | 12.47                      | 1624.42                      | 1624.42                              | 179.46                        | 1444.95                      |
| 167+25.000 | 73.04                | 56.3                      | 56.3                           | 8.94                     | 7.73                       | 1680.72                      | 1680.72                              | 187.2                         | 1493.52                      |
| 167+50.000 | 60.86                | 61.99                     | 61.99                          | 8.62                     | 8.13                       | 1742.71                      | 1742.71                              | 195.33                        | 1547.39                      |
| 168+00.000 | 34.14                | 87.96                     | 87.96                          | 13.55                    | 20.53                      | 1830.67                      | 1830.67                              | 215.85                        | 1614.82                      |
| 168+50.000 | 28.24                | 57.76                     | 57.76                          | 28.92                    | 39.33                      | 1888.43                      | 1888.43                              | 255.18                        | 1633.25                      |
| 169+00.000 | 21.04                | 45.63                     | 45.63                          | 57.93                    | 80.42                      | 1934.06                      | 1934.06                              | 335.6                         | 1598.46                      |

| Station    | Cut Area<br>(Sq.ft.) | Cut<br>Volume<br>(Cu.yd.) | Reusable<br>Volume<br>(Cu.yd.) | Fill<br>Area<br>(Sq.ft.) | Fill<br>Volume<br>(Cu.yd.) | Cum.<br>Cut Vol.<br>(Cu.yd.) | Cum.<br>Reusable<br>Vol.<br>(Cu.yd.) | Cum. Fill<br>Vol.<br>(Cu.yd.) | Cum.<br>Net Vol.<br>(Cu.yd.) |
|------------|----------------------|---------------------------|--------------------------------|--------------------------|----------------------------|------------------------------|--------------------------------------|-------------------------------|------------------------------|
| 171+50.000 | 24.09                | 0                         | 0                              | 3.39                     | 0                          | 0                            | 0                                    | 0                             | 0                            |
| 172+00.000 | 17.61                | 38.61                     | 38.61                          | 13.56                    | 15.69                      | 38.61                        | 38.61                                | 15.69                         | 22.92                        |
| 172+15.000 | 32.62                | 13.96                     | 13.96                          | 14.88                    | 7.9                        | 52.57                        | 52.57                                | 23.59                         | 28.97                        |
| 172+65.000 | 37.01                | 64.48                     | 64.48                          | 15.13                    | 27.78                      | 117.04                       | 117.04                               | 51.38                         | 65.67                        |
| 172+95.003 | 22.96                | 33.32                     | 33.32                          | 19.53                    | 19.26                      | 150.36                       | 150.36                               | 70.64                         | 79.73                        |
| 173+00.000 | 16.88                | 3.69                      | 3.69                           | 23.89                    | 4.02                       | 154.05                       | 154.05                               | 74.65                         | 79.4                         |
| 173+75.000 | 43.81                | 84.29                     | 84.29                          | 7.6                      | 43.73                      | 238.34                       | 238.34                               | 118.38                        | 119.96                       |
| 174+00.000 | 32.46                | 35.31                     | 35.31                          | 9.54                     | 7.93                       | 273.65                       | 273.65                               | 126.32                        | 147.33                       |
| 174+50.000 | 43.74                | 70.56                     | 70.56                          | 11.07                    | 19.09                      | 344.21                       | 344.21                               | 145.4                         | 198.81                       |
| 175+00.000 | 25.43                | 64.05                     | 64.05                          | 1.8                      | 11.92                      | 408.26                       | 408.26                               | 157.33                        | 250.93                       |
| 175+15.605 | 27.99                | 15.44                     | 15.44                          | 8.81                     | 3.07                       | 423.7                        | 423.7                                | 160.4                         | 263.3                        |
| 175+50.000 | 28.25                | 35.82                     | 35.82                          | 28.52                    | 23.78                      | 459.52                       | 459.52                               | 184.17                        | 275.35                       |
| 175+83.190 | 44.6                 | 44.78                     | 44.78                          | 8.19                     | 22.56                      | 504.3                        | 504.3                                | 206.74                        | 297.56                       |
| 175+95.046 | 41.94                | 19                        | 19                             | 6.07                     | 3.13                       | 523.3                        | 523.3                                | 209.87                        | 313.43                       |
| 176+00.000 | 22.52                | 5.91                      | 5.91                           | 28.88                    | 3.21                       | 529.21                       | 529.21                               | 213.07                        | 316.14                       |
| 176+70.289 | 14.15                | 47.73                     | 47.73                          | 0.04                     | 37.64                      | 576.94                       | 576.94                               | 250.72                        | 326.22                       |
| 177+00.000 | 142.3                | 86.08                     | 86.08                          | 4.13                     | 2.3                        | 663.02                       | 663.02                               | 253.01                        | 410.01                       |
| 177+45.640 | 136.55               | 235.68                    | 235.68                         | 16.48                    | 17.42                      | 898.7                        | 898.7                                | 270.43                        | 628.27                       |
| 178+00.000 | 148.56               | 287.01                    | 287.01                         | 7                        | 23.63                      | 1185.71                      | 1185.71                              | 294.06                        | 891.65                       |
| 178+50.000 | 129.56               | 257.52                    | 257.52                         | 4.79                     | 10.92                      | 1443.23                      | 1443.23                              | 304.98                        | 1138.25                      |
| 179+00.000 | 130.98               | 241.24                    | 241.24                         | 1.62                     | 5.94                       | 1684.47                      | 1684.47                              | 310.92                        | 1373.55                      |
| 179+50.000 | 141.43               | 252.24                    | 252.24                         | 0.32                     | 1.79                       | 1936.71                      | 1936.71                              | 312.71                        | 1624                         |
| 180+00.000 | 130.53               | 251.82                    | 251.82                         | 2.98                     | 3.05                       | 2188.52                      | 2188.52                              | 315.76                        | 1872.76                      |
| 180+45.661 | 116.1                | 208.54                    | 208.54                         | 2.67                     | 4.78                       | 2397.07                      | 2397.07                              | 320.54                        | 2076.52                      |
| 181+00.000 | 73.1                 | 190.39                    | 190.39                         | 2.01                     | 4.71                       | 2587.46                      | 2587.46                              | 325.25                        | 2262.21                      |
| 181+45.749 | 72.88                | 123.68                    | 123.68                         | 1.41                     | 2.9                        | 2711.13                      | 2711.13                              | 328.15                        | 2382.99                      |
| 181+76.765 | 56.81                | 74.49                     | 74.49                          | 10.52                    | 6.85                       | 2785.62                      | 2785.62                              | 335                           | 2450.62                      |
| 181+95.774 | 46.37                | 36.32                     | 36.32                          | 2.95                     | 4.74                       | 2821.94                      | 2821.94                              | 339.74                        | 2482.2                       |

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ID 3190-08-70  
Revised Sheet 166  
November 5, 2019

STH 120  
STA 182+00 - 194+50

| Station    | Cut Area<br>(Sq.ft.) | Cut<br>Volume<br>(Cu.yd.) | Reusabl<br>e<br>Volume<br>(Cu.yd.) | Fill Area<br>(Sq.ft.) | Fill<br>Volume<br>(Cu.yd.) | Cum.<br>Cut Vol.<br>(Cu.yd.) | Cum.<br>Reusabl<br>e Vol.<br>(Cu.yd.) | Cum. Vol.<br>(Cu.yd.) | Cum.<br>Net Vol.<br>(Cu.yd.) |
|------------|----------------------|---------------------------|------------------------------------|-----------------------|----------------------------|------------------------------|---------------------------------------|-----------------------|------------------------------|
| 182+00.000 | 46.97                | 0                         | 0                                  | 2.58                  | 0                          | 0                            | 0                                     | 0                     | 0                            |
| 182+50.000 | 59.99                | 99.05                     | 99.05                              | 0.2                   | 2.57                       | 99.05                        | 99.05                                 | 2.57                  | 96.48                        |
| 183+00.000 | 39.48                | 92.1                      | 92.1                               | 1.08                  | 1.18                       | 191.15                       | 191.15                                | 3.75                  | 187.4                        |
| 183+50.000 | 38.9                 | 72.58                     | 72.58                              | 0.05                  | 1.05                       | 263.73                       | 263.73                                | 4.8                   | 258.93                       |
| 184+00.000 | 39.5                 | 72.6                      | 72.6                               | 0.86                  | 0.84                       | 336.32                       | 336.32                                | 5.64                  | 330.68                       |
| 184+50.000 | 31.8                 | 66.02                     | 66.02                              | 1.22                  | 1.92                       | 402.34                       | 402.34                                | 7.56                  | 394.78                       |
| 185+00.000 | 37.92                | 64.56                     | 64.56                              | 0.37                  | 1.47                       | 466.91                       | 466.91                                | 9.03                  | 457.87                       |
| 185+50.000 | 47.45                | 79.05                     | 79.05                              | 0                     | 0.34                       | 545.96                       | 545.96                                | 9.37                  | 536.58                       |
| 186+00.000 | 45.01                | 85.61                     | 85.61                              | 0                     | 0                          | 631.57                       | 631.57                                | 9.38                  | 622.18                       |
| 186+50.000 | 51.39                | 89.26                     | 89.26                              | 0                     | 0.01                       | 720.82                       | 720.82                                | 9.4                   | 711.43                       |
| 187+00.000 | 47.2                 | 91.29                     | 91.29                              | 0.5                   | 0.47                       | 812.11                       | 812.11                                | 9.86                  | 802.25                       |
| 187+50.000 | 41.02                | 81.68                     | 81.68                              | 1.16                  | 1.54                       | 893.8                        | 893.8                                 | 11.4                  | 882.4                        |
| 188+00.000 | 47.06                | 81.55                     | 81.55                              | 1.82                  | 2.76                       | 975.35                       | 975.35                                | 14.16                 | 961.19                       |
| 188+50.000 | 45.19                | 85.41                     | 85.41                              | 1.23                  | 2.82                       | 1060.76                      | 1060.76                               | 16.99                 | 1043.78                      |
| 189+00.000 | 39.14                | 78.08                     | 78.08                              | 1.4                   | 2.44                       | 1138.84                      | 1138.84                               | 19.43                 | 1119.42                      |
| 189+50.000 | 38.07                | 71.49                     | 71.49                              | 1.7                   | 2.87                       | 1210.33                      | 1210.33                               | 22.29                 | 1188.04                      |
| 190+00.000 | 37.18                | 69.68                     | 69.68                              | 0.83                  | 2.33                       | 1280.01                      | 1280.01                               | 24.63                 | 1255.38                      |
| 190+50.000 | 37.49                | 69.14                     | 69.14                              | 3.15                  | 3.68                       | 1349.15                      | 1349.15                               | 28.31                 | 1320.84                      |
| 191+00.000 | 42.48                | 74.05                     | 74.05                              | 1.82                  | 4.6                        | 1423.2                       | 1423.2                                | 32.91                 | 1390.28                      |
| 191+50.000 | 41.95                | 78.17                     | 78.17                              | 0.56                  | 2.2                        | 1501.37                      | 1501.37                               | 35.12                 | 1466.25                      |
| 192+00.000 | 48.45                | 83.71                     | 83.71                              | 0.35                  | 0.84                       | 1585.07                      | 1585.07                               | 35.96                 | 1549.12                      |
| 192+50.000 | 24.28                | 67.34                     | 67.34                              | 1.23                  | 1.47                       | 1652.42                      | 1652.42                               | 37.43                 | 1614.99                      |
| 193+00.000 | 17.14                | 38.35                     | 38.35                              | 2.04                  | 3.03                       | 1690.77                      | 1690.77                               | 40.46                 | 1650.31                      |
| 193+50.000 | 1.03                 | 16.82                     | 16.82                              | 2.55                  | 4.25                       | 1707.59                      | 1707.59                               | 44.71                 | 1662.88                      |
| 194+00.000 | 3.24                 | 3.95                      | 3.95                               | 5.78                  | 7.71                       | 1711.54                      | 1711.54                               | 52.42                 | 1659.12                      |
| 194+50.000 | 0.62                 | 3.57                      | 3.57                               | 16.26                 | 20.4                       | 1715.11                      | 1715.11                               | 72.82                 | 1642.29                      |

Addendum No. 01  
ID 3190-08-70  
Revised Sheet 167  
November 5, 2019

Addendum No. 01  
ID 3190-08-70  
Revised Sheet 168  
November 5, 2019

STH 120  
STA 194+70 - 229+47

| Station    | Cut Area<br>(Sq.ft.) | Cut<br>Volume<br>(Cu.yd.) | Reusable<br>Volume<br>(Cu.yd.) | Fill Area<br>(Sq.ft.) | Fill<br>Volume<br>(Cu.yd.) | Cum.<br>Cut Vol.<br>(Cu.yd.) | Cum.<br>Reusable<br>Vol.<br>(Cu.yd.) | Cum. Fill<br>Vol.<br>(Cu.yd.) | Cum.<br>Net Vol.<br>(Cu.yd.) |
|------------|----------------------|---------------------------|--------------------------------|-----------------------|----------------------------|------------------------------|--------------------------------------|-------------------------------|------------------------------|
| 194+70.000 | 17.09                | 0                         | 0                              | 15.07                 | 0                          | 0                            | 0                                    | 0                             | 0                            |
| 195+00.000 | 15.71                | 18.22                     | 18.22                          | 26.21                 | 22.93                      | 18.22                        | 18.22                                | 22.93                         | -4.71                        |
| 195+50.000 | 15.9                 | 29.26                     | 29.26                          | 23.34                 | 45.88                      | 47.48                        | 47.48                                | 68.81                         | -21.33                       |
| 196+00.000 | 2.44                 | 17                        | 17                             | 23.22                 | 42.99                      | 64.48                        | 64.48                                | 111.8                         | -47.32                       |
| 196+50.000 | 11.39                | 12.8                      | 12.8                           | 25.75                 | 45.09                      | 77.28                        | 77.28                                | 156.89                        | -79.61                       |
| 197+00.000 | 8.81                 | 18.76                     | 18.76                          | 32.57                 | 52.96                      | 96.04                        | 96.04                                | 209.86                        | -113.81                      |
| 197+50.000 | 46.61                | 50.59                     | 50.59                          | 2.49                  | 31.69                      | 146.64                       | 146.64                               | 241.55                        | -94.91                       |
| 197+69.620 | 10.92                | 20.9                      | 20.9                           | 18.61                 | 7.67                       | 167.54                       | 167.54                               | 249.21                        | -81.67                       |
| 198+00.000 | 49.94                | 33.78                     | 33.78                          | 5.06                  | 13.22                      | 201.32                       | 201.32                               | 262.44                        | -61.12                       |
| 198+40.240 | 32.96                | 61.76                     | 61.76                          | 34.55                 | 28.81                      | 263.07                       | 263.07                               | 291.24                        | -28.17                       |
| 198+50.000 | 31.98                | 11.74                     | 11.74                          | 30.17                 | 11.7                       | 274.81                       | 274.81                               | 302.94                        | -28.13                       |
| 199+00.000 | 38.15                | 67.04                     | 67.04                          | 41.18                 | 65.32                      | 341.85                       | 341.85                               | 368.26                        | -26.41                       |
| 199+40.520 | 12.4                 | 39.3                      | 39.3                           | 33.29                 | 55.99                      | 381.15                       | 381.15                               | 424.25                        | -43.1                        |
| 200+00.000 | 0.03                 | 13.85                     | 13.85                          | 30.16                 | 70.28                      | 395                          | 395                                  | 494.53                        | -99.53                       |
| 200+50.000 | 44.89                | 43.25                     | 43.25                          | 30.47                 | 56.88                      | 438.26                       | 438.26                               | 551.41                        | -113.16                      |
| 201+00.000 | 14.32                | 54.82                     | 54.82                          | 18.83                 | 45.64                      | 493.08                       | 493.08                               | 597.06                        | -103.98                      |
| 201+50.000 | 7.66                 | 20.35                     | 20.35                          | 18.91                 | 34.94                      | 513.43                       | 513.43                               | 632                           | -118.57                      |
| 202+00.000 | 10.46                | 16.78                     | 16.78                          | 10.38                 | 27.12                      | 530.2                        | 530.2                                | 659.12                        | -128.92                      |
| 202+58.510 | 10.69                | 22.91                     | 22.91                          | 6.28                  | 18.06                      | 553.12                       | 553.12                               | 677.18                        | -124.07                      |
| 203+00.000 | 1.7                  | 9.56                      | 9.56                           | 5.13                  | 8.75                       | 562.68                       | 562.68                               | 685.93                        | -123.25                      |
| 203+26.630 | 9.63                 | 5.51                      | 5.51                           | 13.03                 | 9.04                       | 568.19                       | 568.19                               | 694.97                        | -126.78                      |
| 204+00.000 | 2.29                 | 15.99                     | 15.99                          | 15.71                 | 39.53                      | 584.17                       | 584.17                               | 734.5                         | -150.33                      |
| 204+69.900 | 1.95                 | 5.51                      | 5.51                           | 91.26                 | 141.2                      | 589.68                       | 589.68                               | 875.7                         | -286.02                      |
| 204+96.100 | 2.68                 | 2.25                      | 2.25                           | 39.18                 | 64.54                      | 591.93                       | 591.93                               | 940.24                        | -348.31                      |
| 205+00.000 | 2.51                 | 0.37                      | 0.37                           | 40.01                 | 5.72                       | 592.31                       | 592.31                               | 945.96                        | -353.66                      |
| 205+22.330 | 2                    | 1.86                      | 1.86                           | 53.75                 | 38.77                      | 594.17                       | 594.17                               | 984.74                        | -390.57                      |
| 205+50.000 | 2.86                 | 2.5                       | 2.5                            | 50.88                 | 54.61                      | 596.67                       | 596.67                               | 1039.35                       | -442.68                      |
| 206+00.000 | 3.06                 | 5.5                       | 5.5                            | 33.72                 | 79.85                      | 602.17                       | 602.17                               | 1119.19                       | -517.02                      |
| 206+20.000 | 2.67                 | 2.12                      | 2.12                           | 18.43                 | 19.31                      | 604.29                       | 604.29                               | 1138.51                       | -534.22                      |
| 206+50.000 | 1.18                 | 2.14                      | 2.14                           | 17.97                 | 20.39                      | 606.44                       | 606.44                               | 1158.9                        | -552.46                      |
| 206+93.500 | 7.11                 | 6.73                      | 6.73                           | 24.55                 | 33.82                      | 613.17                       | 613.17                               | 1192.72                       | -579.55                      |
| 207+00.000 | 6.57                 | 1.65                      | 1.65                           | 24.91                 | 5.95                       | 614.82                       | 614.82                               | 1198.68                       | -583.86                      |
| 207+20.490 | 3.53                 | 3.83                      | 3.83                           | 5.76                  | 11.64                      | 618.65                       | 618.65                               | 1210.31                       | -591.67                      |
| 207+47.430 | 3.45                 | 3.51                      | 3.51                           | 4.43                  | 5.04                       | 622.16                       | 622.16                               | 1215.35                       | -593.19                      |
| 208+00.000 | 7.8                  | 11.04                     | 11.04                          | 2.24                  | 6.43                       | 633.2                        | 633.2                                | 1221.78                       | -588.57                      |
| 208+99.655 | 6.25                 | 26.13                     | 26.13                          | 21.96                 | 43.8                       | 659.33                       | 659.33                               | 1265.58                       | -606.25                      |
| 209+50.000 | 6.89                 | 12.35                     | 12.35                          | 3.84                  | 23.59                      | 671.68                       | 671.68                               | 1289.17                       | -617.49                      |
| 209+89.950 | 5.94                 | 9.57                      | 9.57                           | 3.18                  | 5.12                       | 681.26                       | 681.26                               | 1294.29                       | -613.03                      |
| 210+00.000 | 5.81                 | 2.19                      | 2.19                           | 3.01                  | 1.81                       | 683.44                       | 683.44                               | 1295.45                       | -612                         |
| 210+16.000 | 5.27                 | 3.28                      | 3.28                           | 2.84                  | 1.74                       | 686.72                       | 686.72                               | 1297.18                       | -610.46                      |
| 210+42.080 | 4.19                 | 4.57                      | 4.57                           | 97.06                 | 48.25                      | 691.29                       | 691.29                               | 1345.43                       | -654.14                      |
| 210+99.667 | 2.56                 | 7.26                      | 7.26                           | 76.73                 | 189.54                     | 698.55                       | 698.55                               | 1534.97                       | -836.42                      |
| 211+02.100 | 2.58                 | 0.23                      | 0.23                           | 80.86                 | 7.1                        | 698.78                       | 698.78                               | 1542.07                       | -843.29                      |
| 211+28.980 | 2.41                 | 2.5                       | 2.5                            | 59                    | 69.99                      | 701.28                       | 701.28                               | 1612.05                       | -910.77                      |
| 211+45.000 | 2.78                 | 1.54                      | 1.54                           | 82.03                 | 41.84                      | 702.82                       | 702.82                               | 1653.89                       | -951.07                      |
| 211+55.960 | 2.83                 | 1.14                      | 1.14                           | 81.4                  | 33.17                      | 703.96                       | 703.96                               | 1687.06                       | -983.1                       |
| 212+00.000 | 2.55                 | 4.41                      | 4.41                           | 35.78                 | 93.45                      | 708.37                       | 708.37                               | 1780.51                       | -1072.14                     |
| 212+40.000 | 1.97                 | 3.36                      | 3.36                           | 23.68                 | 43.28                      | 711.73                       | 711.73                               | 1823.79                       | -1112.06                     |
| 212+46.030 | 19.92                | 2.44                      | 2.44                           | 38.58                 | 6.95                       | 714.18                       | 714.18                               | 1830.75                       | -1116.57                     |

PROJECT NO: 3190-08-00

HWY: STH 120

COUNTY: WALWORTH

EARTHWORK QUANTITIES

SHEET

168

E

FILE NAME: P:\1262ASHE\DWG\3190-08-00\00SHEETS\PLAN\08101\_LW.DWG

LAYOUT NAME: 080101\_LW

PLOT DATE: 10/31/2019 2:07 PM

PLOT BY: BREMER, SAM

PLOT NAME:

PLOT SCALE: 1 IN=10 FT HORZ. / 1 IN=10 FT VERT.

WISDOT/CADD/SHEET #9

OAK LANE  
STA 13+72 - 14+67

| Station   | Cut Area<br>(Sq.ft.) | Cut<br>Volume<br>(Cu.yd.) | Reusable<br>Volume<br>(Cu.yd.) | Fill Area<br>(Sq.ft.) | Fill<br>Volume<br>(Cu.yd.) | Cum.<br>Cut Vol.<br>(Cu.yd.) | Cum.<br>Reusable<br>Vol.<br>(Cu.yd.) | Cum. Fill<br>Vol.<br>(Cu.yd.) | Cum.<br>Net Vol.<br>(Cu.yd.) |
|-----------|----------------------|---------------------------|--------------------------------|-----------------------|----------------------------|------------------------------|--------------------------------------|-------------------------------|------------------------------|
| 13+71.923 | 10.29                | 0                         | 0                              | 1.92                  | 0                          | 0                            | 0                                    | 0                             | 0                            |
| 14+00.000 | 53.77                | 33.31                     | 33.31                          | 0                     | 1                          | 33.31                        | 33.31                                | 1                             | 32.31                        |
| 14+11.858 | 52.27                | 23.29                     | 23.29                          | 0.2                   | 0.04                       | 56.59                        | 56.59                                | 1.04                          | 55.55                        |
| 14+25.000 | 59.18                | 27.12                     | 27.12                          | 1.62                  | 0.44                       | 83.72                        | 83.72                                | 1.49                          | 82.23                        |
| 14+50.000 | 36.32                | 44.21                     | 44.21                          | 29.94                 | 14.61                      | 127.93                       | 127.93                               | 16.1                          | 111.83                       |
| 14+66.590 | 60.02                | 29.6                      | 29.6                           | 32.02                 | 19.04                      | 157.53                       | 157.53                               | 35.13                         | 122.4                        |

KRUEGER RD & BUCKBY RD  
STA 8+49 - 12+60

| Station   | Cut Area<br>(Sq.ft.) | Cut<br>Volume<br>(Cu.yd.) | Reusable<br>Volume<br>(Cu.yd.) | Fill Area<br>(Sq.ft.) | Fill<br>Volume<br>(Cu.yd.) | Cum.<br>Cut Vol.<br>(Cu.yd.) | Cum.<br>Reusable<br>Vol.<br>(Cu.yd.) | Cum. Fill<br>Vol.<br>(Cu.yd.) | Cum.<br>Net Vol.<br>(Cu.yd.) |
|-----------|----------------------|---------------------------|--------------------------------|-----------------------|----------------------------|------------------------------|--------------------------------------|-------------------------------|------------------------------|
| 8+49.000  | 71.65                | 0                         | 0                              | 0                     | 0                          | 0                            | 0                                    | 0                             | 0                            |
| 8+66.275  | 86.87                | 50.71                     | 50.71                          | 0                     | 0                          | 50.71                        | 50.71                                | 0                             | 50.71                        |
| 8+75.000  | 91                   | 28.74                     | 28.74                          | 0.01                  | 0                          | 79.45                        | 79.45                                | 0                             | 79.45                        |
| 8+76.831  | 92.76                | 6.23                      | 6.23                           | 0                     | 0                          | 85.68                        | 85.68                                | 0                             | 85.68                        |
| 8+90.039  | 114.96               | 50.81                     | 50.81                          | 0                     | 0                          | 136.49                       | 136.49                               | 0                             | 136.49                       |
| 9+00.000  | 141.08               | 47.23                     | 47.23                          | 0                     | 0                          | 183.72                       | 183.72                               | 0                             | 183.72                       |
| 9+15.676  | 51.23                | 55.83                     | 55.83                          | 0                     | 0                          | 239.55                       | 239.55                               | 0                             | 239.54                       |
| 9+25.000  | 321.17               | 64.3                      | 64.3                           | 0                     | 0                          | 303.85                       | 303.85                               | 0                             | 303.85                       |
| 9+50.000  | 53.95                | 173.67                    | 173.67                         | 8.5                   | 3.94                       | 477.52                       | 477.52                               | 3.94                          | 473.58                       |
| 10+75.000 | 89.26                | 331.51                    | 331.51                         | 22.43                 | 71.61                      | 809.03                       | 809.03                               | 75.55                         | 733.48                       |
| 10+78.797 | 84.57                | 12.22                     | 12.22                          | 17.76                 | 2.83                       | 821.25                       | 821.25                               | 78.38                         | 742.88                       |
| 11+00.000 | 72.58                | 61.7                      | 61.7                           | 0.33                  | 7.1                        | 882.95                       | 882.95                               | 85.48                         | 797.48                       |
| 11+50.000 | 18.29                | 84.14                     | 84.14                          | 0.15                  | 0.44                       | 967.09                       | 967.09                               | 85.92                         | 881.17                       |
| 12+00.000 | 5.95                 | 22.45                     | 22.45                          | 9.72                  | 9.13                       | 989.54                       | 989.54                               | 95.06                         | 894.48                       |
| 12+50.000 | 3.15                 | 8.43                      | 8.43                           | 1.06                  | 9.98                       | 997.96                       | 997.96                               | 105.04                        | 892.92                       |
| 12+60.174 | 0.61                 | 0.71                      | 0.71                           | 0.28                  | 0.25                       | 998.67                       | 998.67                               | 105.29                        | 893.38                       |

Addendum No. 01  
ID 3190-08-70  
Revised Sheet 169  
November 5, 2019

PROJECT NO: 3190-08-00

HWY: STH 120

COUNTY: WALWORTH

EARTHWORK QUANTITIES

SHEET 169

E

FILE NAME: P:\12625SHE\DWG\3190-08-00\SHEETS\PLAN\08101\_LW.DWG

LAYOUT NAME: 08101\_LW

PLOT DATE: 10/31/2019 2:07 PM

PLOT BY: BREMER, SAM

PLOT NAME:

PLOT SCALE: 1 IN=10 FT HORZ. / 1 IN=10 FT VERT.

WSDOT/CADD SHEET 49



## Proposal Schedule of Items

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Proposal ID: 20191112019 Project(s): 3190-08-70

Federal ID(s): WISC 2019688

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                           | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---------------------------------------------------------------|--------------------------------|------------|------------|
| 0002                 | 201.0105<br>Clearing                                          | 6.000<br>STA                   | _____.     | _____.     |
| 0004                 | 201.0205<br>Grubbing                                          | 6.000<br>STA                   | _____.     | _____.     |
| 0006                 | 203.0100<br>Removing Small Pipe Culverts                      | 7.000<br>EACH                  | _____.     | _____.     |
| 0008                 | 204.0115<br>Removing Asphaltic Surface Butt Joints            | 77.000<br>SY                   | _____.     | _____.     |
| 0010                 | 204.0120<br>Removing Asphaltic Surface Milling                | 23,171.000<br>SY               | _____.     | _____.     |
| 0012                 | 204.0165<br>Removing Guardrail                                | 481.000<br>LF                  | _____.     | _____.     |
| 0014                 | 204.9090.S<br>Removing (item description) 01. French Drains   | 30.000<br>LF                   | _____.     | _____.     |
| 0016                 | 204.9105.S<br>Removing (item description) 01. Inlet Structure | LS                             | LUMP SUM   | _____.     |
| 0018                 | 205.0100<br>Excavation Common                                 | 8,494.000<br>CY                | _____.     | _____.     |
| 0020                 | 213.0100<br>Finishing Roadway (project) 01. 3190-08-70        | 1.000<br>EACH                  | _____.     | _____.     |
| 0022                 | 305.0110<br>Base Aggregate Dense 3/4-Inch                     | 848.000<br>TON                 | _____.     | _____.     |
| 0024                 | 305.0120<br>Base Aggregate Dense 1 1/4-Inch                   | 3,395.000<br>TON               | _____.     | _____.     |
| 0026                 | 305.0500<br>Shaping Shoulders                                 | 148.000<br>STA                 | _____.     | _____.     |
| 0028                 | 310.0115<br>Base Aggregate Open-Graded                        | 2.000<br>CY                    | _____.     | _____.     |
| 0030                 | 371.1000.S<br>QMP Base Aggregate Dense 1 1/4-Inch Compaction  | 3,111.000<br>TON               | _____.     | _____.     |
| 0032                 | 416.0160<br>Concrete Driveway 6-Inch                          | 25.000<br>SY                   | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20191112019 Project(s): 3190-08-70

Federal ID(s): WISC 2019688

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                     | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|-------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0034                 | 455.0605<br>Tack Coat                                                   | 3,916.000<br>GAL               | _____.     | _____.     |
| 0036                 | 460.2000<br>Incentive Density HMA Pavement                              | 4,450.000<br>DOL               | 1.00000    | 4,450.00   |
| 0038                 | 460.4110.S<br>Reheating HMA Pavement Longitudinal Joints                | 7,185.000<br>LF                | _____.     | _____.     |
| 0040                 | 460.5223<br>HMA Pavement 3 LT 58-28 S                                   | 5,744.000<br>TON               | _____.     | _____.     |
| 0042                 | 460.5224<br>HMA Pavement 4 LT 58-28 S                                   | 3,829.000<br>TON               | _____.     | _____.     |
| 0044                 | 465.0120<br>Asphaltic Surface Driveways and Field Entrances             | 40.000<br>TON                  | _____.     | _____.     |
| 0046                 | 465.0315<br>Asphaltic Flumes                                            | 100.000<br>SY                  | _____.     | _____.     |
| 0048                 | 465.0425<br>Asphaltic Shoulder Rumble Strips 2-Lane Rural               | 7,956.000<br>LF                | _____.     | _____.     |
| 0050                 | 465.0475<br>Asphalt Centerline Rumble Strips 2-Lane Rural               | 6,184.000<br>LF                | _____.     | _____.     |
| 0052                 | 509.5100.S<br>Polymer Overlay                                           | 288.000<br>SY                  | _____.     | _____.     |
| 0054                 | 520.3324<br>Culvert Pipe Class III-A 24-Inch                            | 120.000<br>LF                  | _____.     | _____.     |
| 0056                 | 521.1018<br>Apron Endwalls for Culvert Pipe Steel 18-Inch               | 7.000<br>EACH                  | _____.     | _____.     |
| 0058                 | 521.3118<br>Culvert Pipe Corrugated Steel 18-Inch                       | 142.000<br>LF                  | _____.     | _____.     |
| 0060                 | 522.1024<br>Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch | 3.000<br>EACH                  | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20191112019 Project(s): 3190-08-70

Federal ID(s): WISC 2019688

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                                                    | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--------------------------------------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0062                 | 522.2319<br>Culvert Pipe Reinforced Concrete<br>Horizontal Elliptical Class HE-III 19x30-Inch          | 93.000<br>LF                   | _____.     | _____.     |
| 0064                 | 522.2324<br>Culvert Pipe Reinforced Concrete<br>Horizontal Elliptical Class HE-III 24x38-Inch          | 75.000<br>LF                   | _____.     | _____.     |
| 0066                 | 522.2329<br>Culvert Pipe Reinforced Concrete<br>Horizontal Elliptical Class HE-III 29x45-Inch          | 50.000<br>LF                   | _____.     | _____.     |
| 0068                 | 522.2619<br>Apron Endwalls for Culvert Pipe<br>Reinforced Concrete Horizontal Elliptical<br>19x30-Inch | 8.000<br>EACH                  | _____.     | _____.     |
| 0070                 | 522.2624<br>Apron Endwalls for Culvert Pipe<br>Reinforced Concrete Horizontal Elliptical<br>24x38-Inch | 2.000<br>EACH                  | _____.     | _____.     |
| 0072                 | 522.2629<br>Apron Endwalls for Culvert Pipe<br>Reinforced Concrete Horizontal Elliptical<br>29x45-Inch | 2.000<br>EACH                  | _____.     | _____.     |
| 0074                 | 601.0411<br>Concrete Curb & Gutter 30-Inch Type D                                                      | 89.000<br>LF                   | _____.     | _____.     |
| 0076                 | 601.0557<br>Concrete Curb & Gutter 6-Inch Sloped<br>36-Inch Type D                                     | 950.000<br>LF                  | _____.     | _____.     |
| 0078                 | 602.0405<br>Concrete Sidewalk 4-Inch                                                                   | 720.000<br>SF                  | _____.     | _____.     |
| 0080                 | 602.0505<br>Curb Ramp Detectable Warning Field<br>Yellow                                               | 94.000<br>SF                   | _____.     | _____.     |
| 0082                 | 606.0200<br>Riprap Medium                                                                              | 97.000<br>CY                   | _____.     | _____.     |
| 0084                 | 608.0324<br>Storm Sewer Pipe Reinforced Concrete<br>Class III 24-Inch                                  | 260.000<br>LF                  | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20191112019 Project(s): 3190-08-70

Federal ID(s): WISC 2019688

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                          | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|------------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0086                 | 611.0430<br>Reconstructing Inlets                                            | 1.000<br>EACH                  | _____.     | _____.     |
| 0088                 | 611.0530<br>Manhole Covers Type J                                            | 1.000<br>EACH                  | _____.     | _____.     |
| 0090                 | 611.0642<br>Inlet Covers Type MS                                             | 1.000<br>EACH                  | _____.     | _____.     |
| 0092                 | 611.2006<br>Manholes 6-FT Diameter                                           | 1.000<br>EACH                  | _____.     | _____.     |
| 0094                 | 611.3901<br>Inlets Median 1 Grate                                            | 1.000<br>EACH                  | _____.     | _____.     |
| 0096                 | 612.0106<br>Pipe Underdrain 6-Inch                                           | 30.000<br>LF                   | _____.     | _____.     |
| 0098                 | 614.2300<br>MGS Guardrail 3                                                  | 450.000<br>LF                  | _____.     | _____.     |
| 0100                 | 614.2330<br>MGS Guardrail 3 K                                                | 100.000<br>LF                  | _____.     | _____.     |
| 0102                 | 614.2500<br>MGS Thrie Beam Transition                                        | 158.000<br>LF                  | _____.     | _____.     |
| 0104                 | 614.2610<br>MGS Guardrail Terminal EAT                                       | 4.000<br>EACH                  | _____.     | _____.     |
| 0106                 | 618.0100<br>Maintenance And Repair of Haul Roads<br>(project) 01. 3190-08-70 | 1.000<br>EACH                  | _____.     | _____.     |
| 0108                 | 619.1000<br>Mobilization                                                     | 1.000<br>EACH                  | _____.     | _____.     |
| 0110                 | 624.0100<br>Water                                                            | 588.000<br>MGAL                | _____.     | _____.     |
| 0112                 | 625.0100<br>Topsoil                                                          | 24,930.000<br>SY               | _____.     | _____.     |
| 0114                 | 627.0200<br>Mulching                                                         | 24,930.000<br>SY               | _____.     | _____.     |
| 0116                 | 628.1504<br>Silt Fence                                                       | 7,385.000<br>LF                | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20191112019 Project(s): 3190-08-70

Federal ID(s): WISC 2019688

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                 | 628.1520<br>Silt Fence Maintenance                  | 7,385.000<br>LF                | _____.     | _____.     |
| 0120                 | 628.1905<br>Mobilizations Erosion Control           | 6.000<br>EACH                  | _____.     | _____.     |
| 0122                 | 628.1910<br>Mobilizations Emergency Erosion Control | 5.000<br>EACH                  | _____.     | _____.     |
| 0124                 | 628.2004<br>Erosion Mat Class I Type B              | 6,330.000<br>SY                | _____.     | _____.     |
| 0126                 | 628.2006<br>Erosion Mat Urban Class I Type A        | 15,690.000<br>SY               | _____.     | _____.     |
| 0128                 | 628.2008<br>Erosion Mat Urban Class I Type B        | 4,640.000<br>SY                | _____.     | _____.     |
| 0130                 | 628.2039<br>Erosion Mat Class III Type D            | 1,060.000<br>SY                | _____.     | _____.     |
| 0132                 | 628.7005<br>Inlet Protection Type A                 | 1.000<br>EACH                  | _____.     | _____.     |
| 0134                 | 628.7504<br>Temporary Ditch Checks                  | 360.000<br>LF                  | _____.     | _____.     |
| 0136                 | 628.7515.S<br>Stone or Rock Ditch Checks            | 154.000<br>CY                  | _____.     | _____.     |
| 0138                 | 628.7555<br>Culvert Pipe Checks                     | 85.000<br>EACH                 | _____.     | _____.     |
| 0140                 | 629.0210<br>Fertilizer Type B                       | 16.000<br>CWT                  | _____.     | _____.     |
| 0142                 | 630.0120<br>Seeding Mixture No. 20                  | 672.000<br>LB                  | _____.     | _____.     |
| 0144                 | 634.0618<br>Posts Wood 4x6-Inch X 18-FT             | 68.000<br>EACH                 | _____.     | _____.     |
| 0146                 | 637.2210<br>Signs Type II Reflective H              | 128.120<br>SF                  | _____.     | _____.     |
| 0148                 | 637.2230<br>Signs Type II Reflective F              | 90.000<br>SF                   | _____.     | _____.     |
| 0150                 | 638.2102<br>Moving Signs Type II                    | 36.000<br>EACH                 | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20191112019 Project(s): 3190-08-70

Federal ID(s): WISC 2019688

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|-------------------------------------------------------|--------------------------------|------------|------------|
| 0152                 | 638.2602<br>Removing Signs Type II                    | 22.000<br>EACH                 | _____.     | _____.     |
| 0154                 | 638.3000<br>Removing Small Sign Supports              | 63.000<br>EACH                 | _____.     | _____.     |
| 0156                 | 642.5201<br>Field Office Type C                       | 1.000<br>EACH                  | _____.     | _____.     |
| 0158                 | 643.0300<br>Traffic Control Drums                     | 1,106.000<br>DAY               | _____.     | _____.     |
| 0160                 | 643.0310.S<br>Temporary Portable Rumble Strips        | LS                             | LUMP SUM   | _____.     |
| 0168                 | 643.0900<br>Traffic Control Signs                     | 2,303.000<br>DAY               | _____.     | _____.     |
| 0170                 | 643.1050<br>Traffic Control Signs PCMS                | 14.000<br>DAY                  | _____.     | _____.     |
| 0172                 | 643.5000<br>Traffic Control                           | 1.000<br>EACH                  | _____.     | _____.     |
| 0174                 | 645.0111<br>Geotextile Type DF Schedule A             | 19.000<br>SY                   | _____.     | _____.     |
| 0176                 | 645.0120<br>Geotextile Type HR                        | 189.000<br>SY                  | _____.     | _____.     |
| 0178                 | 645.0130<br>Geotextile Type R                         | 713.000<br>SY                  | _____.     | _____.     |
| 0180                 | 645.0140<br>Geotextile Type SAS                       | 100.000<br>SY                  | _____.     | _____.     |
| 0182                 | 646.1020<br>Marking Line Epoxy 4-Inch                 | 14,681.000<br>LF               | _____.     | _____.     |
| 0184                 | 646.1040<br>Marking Line Grooved Wet Ref Epoxy 4-Inch | 13,915.000<br>LF               | _____.     | _____.     |
| 0186                 | 646.3020<br>Marking Line Epoxy 8-Inch                 | 1,158.000<br>LF                | _____.     | _____.     |
| 0188                 | 646.5020<br>Marking Arrow Epoxy                       | 4.000<br>EACH                  | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 2019112019 Project(s): 3190-08-70

Federal ID(s): WISC 2019688

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description                                                            | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--------------------------------------------------------------------------------|--------------------------------|------------|------------|
| 0190                 | 646.5120<br>Marking Word Epoxy                                                 | 2.000<br>EACH                  | _____.     | _____.     |
| 0192                 | 646.6120<br>Marking Stop Line Epoxy 18-Inch                                    | 102.000<br>LF                  | _____.     | _____.     |
| 0194                 | 648.0100<br>Locating No-Passing Zones                                          | 1.360<br>MI                    | _____.     | _____.     |
| 0198                 | 650.4500<br>Construction Staking Subgrade                                      | 2,400.000<br>LF                | _____.     | _____.     |
| 0200                 | 650.5000<br>Construction Staking Base                                          | 2,400.000<br>LF                | _____.     | _____.     |
| 0202                 | 650.5500<br>Construction Staking Curb Gutter and Curb & Gutter                 | 850.000<br>LF                  | _____.     | _____.     |
| 0204                 | 650.6000<br>Construction Staking Pipe Culverts                                 | 8.000<br>EACH                  | _____.     | _____.     |
| 0206                 | 650.8000<br>Construction Staking Resurfacing Reference                         | 6,720.000<br>LF                | _____.     | _____.     |
| 0208                 | 650.9910<br>Construction Staking Supplemental Control (project) 01. 3190-08-70 | LS                             | LUMP SUM   | _____.     |
| 0210                 | 650.9920<br>Construction Staking Slope Stakes                                  | 7,515.000<br>LF                | _____.     | _____.     |
| 0212                 | 690.0150<br>Sawing Asphalt                                                     | 450.000<br>LF                  | _____.     | _____.     |
| 0214                 | 740.0440<br>Incentive IRI Ride                                                 | 5,444.000<br>DOL               | 1.00000    | 5,444.00   |
| 0216                 | ASP.1T0A<br>On-the-Job Training Apprentice at \$5.00/HR                        | 500.000<br>HRS                 | 5.00000    | 2,500.00   |
| 0218                 | ASP.1T0G<br>On-the-Job Training Graduate at \$5.00/HR                          | 500.000<br>HRS                 | 5.00000    | 2,500.00   |
| 0220                 | SPV.0060<br>Special 01. Section Corner Monuments                               | 20.000<br>EACH                 | _____.     | _____.     |



## Proposal Schedule of Items

Page 8 of 8

Proposal ID: 20191112019 Project(s): 3190-08-70

Federal ID(s): WISC 2019688

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal<br>Line<br>Number | Item ID<br>Description                          | Approximate<br>Quantity and<br>Units | Unit Price | Bid Amount |
|----------------------------|-------------------------------------------------|--------------------------------------|------------|------------|
| 0222                       | 208.0100<br>Borrow                              | 2,708.000<br>CY                      | _____.     | _____.     |
| 0224                       | 649.0105<br>Temporary Marking Line Paint 4-Inch | 29,362.000<br>LF                     | _____.     | _____.     |
| 0226                       | 649.0120<br>Temporary Marking Line Epoxy 4-Inch | 14,681.000<br>LF                     | _____.     | _____.     |
| Section: 0001              |                                                 |                                      | Total:     | _____.     |
|                            |                                                 |                                      | Total Bid: | _____.     |