

HIGHWAY WORK PROPOSAL

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

Proposal Number: **001**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Dane	1007-12-78	WISC 2019732	Illinois State Line - Madison; Ush 12/18 Intchg/Core Nb/Early Work	IH 039

ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$510,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: December 10, 2019 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time May 27, 2021	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 4%	This contract is subject to federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: Grading, Base, Concrete Pavement, Asphalt Pavement, Bridge Construction, Retaining Walls, Culvert Pipe, Storm Sewer, Guardrail, Concrete Barrier, Pavement Markings	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

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

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

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1007-12-78, Illinois State Line – Madison, USH 12/18 INTCHG/Core NB/Early Work, IH 39, Dane County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2020 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 (20190618)

2. Scope of Work.

The work under this contract shall consist of grading, embankment construction, base aggregate, select crushed material, concrete pavement, HMA pavement, concrete barrier, guardrail, culvert pipe, storm sewer, Structures B-13-467, B-13-729, B-13-730, B-13-731, B-13-732, retaining walls R-13-334, R-13-348, R-13-349, R-13-350, R-13-351, R-13-352, erosion control, traffic control items, 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 10 calendar days after the engineer issues a written notice to do so.

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the approved start date.

To revise the start date, submit a written request to the engineer at least 2 weeks before the intended start date. The engineer will approve or deny that request based on the conditions cited in the request and its effect on the department's scheduled resources.

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment. The contract completion date indicates that work efforts will possibly require multiple or concurrent controlling operations to occur at the same time. This information is included to assist the contractor and its subcontractors and shall not be interpreted as a demonstration of specified means and methods or work periods other than a completion date.

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

IH 39 and USH 12 are oversize-overweight (OSOW) routes. Maintain access along IH 39 and USH 12 (or approved detour routes when in place) for all OSOW movements during all stages of construction.

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

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

See the "Other Contracts" article of these special provisions for concurrent work being completed by others under Project 1007-12-74/75 and Project 1007-12-79/80.

Lane closures during overnight hours along northbound and southbound IH 39 for access into/out of all work areas shall be coordinated with Project 1007-12-74/75 and 1007-12-79/80. Lane closures are not permitted without the approval of the engineer for both projects.

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

A Sequence of Operations

Southbound IH 39 and Northbound IH 39 Ramp to Westbound USH 12

Prior to starting work, place traffic control devices and temporary concrete barrier (CBTP) along the shoulders of the northbound IH 39 ramp to westbound USH 12 as detailed in the plans. Coordinate with the engineer to have the contractor from project 1007-12-74/75 deliver and install department-owned CBTP along the median shoulder of southbound IH 39 for use with this project as detailed in the plans.

Work Area 1

The following work shall be completed in Work Area 1 as detailed in the plans:

- Embankment construction, base course, and storm sewer.
- Construction of the B-13-467 integral pier column/barrier, B-13-729 south abutment, and bridge retaining wall R-13-348.
- Construction of the R-13-334 median retaining wall. Note the median wall can initially only be constructed to approximately Station 2544+00 due to concurrent Project 1007-12-74/75 which will utilize a portion of the median shoulder for traffic staging. The remainder of R-13-334 and the associated median barrier wall can be constructed after the concurrent project is done using the shoulder.

Construction traffic entry into Work Area 1 is only allowed as follows:

- From the closed southbound IH 39 loop ramp to eastbound USH 12 (anytime).
- From the widened shoulder along eastbound USH 12 with a nighttime lane closure.
- From westbound USH 12 anytime using both the closed westbound USH 12 to southbound IH 39 and southbound IH 39 to eastbound USH 12 loop ramps.
- From northbound or southbound IH 39 with a nighttime lane closure (with prior approval).

Construction traffic is only allowed to exit Work Area 1 as follows:

- By way of eastbound USH 12 (anytime) utilizing the long term lane closure as seen in Stage 2 of the plans.
- By way of southbound IH 39 during a nighttime lane closure (with prior approval).
- Exiting Work Area 1 by way of northbound IH 39 is not allowed at any time.

If the contractor utilizes eastbound USH 12 to enter/exit Work Area 1, traffic staging prior to access is as follows and as detailed in the plans:

- Stage 1A: Construct temporary widening along the median side of eastbound USH 12 utilizing nighttime single lane closures. Place CBTP as shown in the plans.
- Stage 1B: Construct temporary widening along the outside of eastbound USH 12 utilizing nighttime single lane closures in each direction. Place CBTP as shown in the plans.
- Stage 2: Place temporary pavement markings and shift the 3 lanes of eastbound USH 12 traffic toward the median side of eastbound USH 12, utilizing the temporary widening constructed in Stage 1A. The 2 left lanes will be utilized as "exit only" lanes to northbound IH 39; the right lane will carry eastbound USH 12 through traffic. Close the southbound IH 39 loop ramp to eastbound USH 12.

Work Area 2

The following work shall be completed in Work Area 2 as detailed in the plans:

- Embankment construction, base course, and storm sewer.
- Construction of the B-13-729 north abutment and bridge retaining wall R-13-349; and the B-13-730 south abutment and bridge retaining wall R-13-350.

Construction traffic entry into Work Area 2 is only allowed as follows:

- From a closed median (left travel) lane of westbound USH 12 (anytime).
- From southbound IH 39 during a nighttime lane closure (with prior approval).
- Access to Work Area 2 is not allowed from eastbound USH 12 or from northbound IH 39 at any time.

Construction traffic is only allowed to exit Work Area 2 as follows:

- By way of a closed median (left travel) lane of westbound USH 12 (anytime).
- By way of southbound IH 39 during an overnight lane closure (with prior approval).
- Exiting Work Area 2 by way of northbound IH 39 or eastbound USH 12 is not allowed at any time.

If the contractor utilizes westbound USH 12 to enter/exit Work Area 2, traffic staging prior to access is as follows and as detailed in the plans:

- Stage 1: Construct shoulder widening along the median side of westbound USH 12 utilizing nighttime single lane closures. Place CBTP as shown in the plans.
- Stage 2: Place temporary pavement markings and shift traffic toward the outside of westbound USH 12, utilizing the shoulder widening constructed in Stage 1.

Work Area 3

The following work shall be completed in Work Area 3 as detailed in the plans:

- Embankment construction, base course, and storm sewer.
- Construction of the B-13-730 north abutment and bridge retaining wall R-13-351; and the B-13-731 south abutment and bridge retaining wall R-13-352.

Construction traffic entry into Work Area 3 is only allowed as follows:

- From a closed outside (right travel) lane of westbound USH 12 (anytime).
- From southbound IH 39 during a nighttime lane closure (with prior approval).
- Access to Work Area 3 is not allowed from the northbound IH 39 ramp to westbound USH 12 ramp at any time.
- Access to Work Area 3 is not allowed from northbound IH 39 at any time.

Construction traffic is only allowed to exit Work Area 3 as follows:

- By way of a closed outside (right travel) lane of westbound USH 12 (anytime).
- By way of closed westbound USH 12 loop ramp to southbound IH 39 (anytime).
- By way of southbound IH 39 during an overnight lane closure (with prior approval).
- Exiting Work Area 3 by way of northbound IH 39 or the northbound IH 39 ramp to westbound USH 12 is not allowed at any time.

If the contractor utilizes westbound USH 12 to enter/exit Work Area 3, traffic staging prior to access is as follows and as detailed in the plans:

- Stage1: Construct shoulder widening along the outside of westbound USH 12 utilizing nighttime single lane closures in each direction. Place CBTP as shown in the plans.
- Stage 2: Place temporary pavement markings and shift traffic toward the median side of westbound USH 12, utilizing the shoulder widening constructed in Stage 1. Close the westbound USH 12 ramp to southbound IH 39.

Work Areas 4 and 5

The following work shall be completed in Work Area 4 as detailed in the plans:

- Embankment construction, base course, and storm sewer.
- Construction of the B-13-731 north abutment, and the B-13-732 south abutment.

The following work is to be completed in Work Area 5 as detailed in the plans:

- Embankment construction, base course, and storm sewer.
- Construction of the B-13-732 north abutment.

Construction traffic entry into Work Areas 4 and 5 is only allowed as follows:

- From Femrite Drive (anytime).
- From northbound or southbound IH 39 during a nighttime lane closure (with prior approval).
- Access to Work Area 4 is not allowed from the northbound IH 39 ramp to westbound USH 12 ramp at any time.

Construction traffic is only allowed to exit Work Area 4 and Work Area 5 as follows:

- By way of Femrite Drive (anytime).
- By way of northbound or southbound IH 39 during an overnight lane closure (with prior approval).
- Exiting Work Area 4 by way of the northbound IH 39 ramp to westbound USH 12 is not allowed at any time.

If the contractor utilizes Femrite Drive to enter/exit Work Area 4 and Work Area 5, traffic staging prior to access is as follows and as detailed in the plans:

- Stage1: Construct shoulder widening along eastbound and westbound Femrite Drive utilizing a full roadway closure. Place CBTP as shown in the plans.
- Stage 2: Place temporary pavement markings and reopen Femrite Drive to traffic.

B Retaining Wall Structure R-13-334

Project 1007-12-75 (see Other Contracts) will be constructed concurrently with this project and will utilize the existing southbound IH 39 shoulder and place temporary widening along the southern section of retaining wall Structure R-13-334. Once Project 1007-12-75 no longer requires the use of the shoulder and temporary widening along the southern portion of Structure R-13-334 (anticipated in mid-July 2020), the remainder of the retaining wall structure can be constructed. The temporary widening placed under Project 1007-12-75 will be removed under that project (anticipated in October 2020). Contractor coordination with Project 1007-12-75 is required.

C Bridge Deck Polymer Overlays and Concrete Structure Approach Slabs

The application of polymer overlays on B-13-729, B-13-730, B-13-731, and B-13-732 is required following the required minimum 28-day cure of each new bridge deck.

Completion of the bridge deck polymer overlays (temperature dependent) and concrete structure approach slabs (to allow for settlement) shall be done in Spring of 2021. Coordination will be necessary with concurrent Project 1007-12-79/80.

The engineer will coordinate with Dave Kiebusch at Bureau of Structures (BOS) prior to placing the polymer overlay placement on B-13-729 in the Spring of 2021 (david.kiebusch@dot.wi.gov, (608) 266-5084). BOS will conduct an inspection of the deck prior to the placement of the polymer overlay. Allow ample time for the necessary coordination and inspection to be completed when scheduling the polymer overlay.

Access to the bridge deck polymer overlays and concrete structure approach slabs is allowed as follows and as detailed in the plans:

- By way of Femrite Drive with contractor flagging (anytime). Flagging is not necessary if CBTP is in place for Project 1007-12-79/80.
- By way of northbound or southbound IH 39 during an overnight lane closure (with prior approval).
- Direct access to the structures by way of USH 12 or any of the interchange ramps is not allowed.

D Cross Culverts

The culverts crossing eastbound USH 12 at Station 103+25'XEB', westbound USH 12 at Station 201+60'XWB', and the northbound IH 39 ramp to westbound USH 12 at Station 21+04'XL' shall be constructed prior to placing fill in Work Areas 1 through 4 to maintain drainage. Eastbound USH 12 and the northbound IH 39 ramp to westbound USH 12 shall utilize Special High Early Strength concrete during overnight closures. Lane and freeway closure times are specified in "Traffic" article under Permitted Lane Closure Times.

E Staging

Do not switch traffic over to the next construction stage unless all signing, pavement marking, reflectors, concrete barrier temporary precast, and traffic control drums for the stage are in place, and conflicting pavement markings and signs are removed as shown in the traffic control plans and as directed by the engineer.

Immediately upon completion of each Work Area, complete the following (as applicable to each Work Area):

- Remove CBTP along USH 12, Femrite Drive, and ramps.
- Remove temporary pavement markings and place permanent pavement markings.
- Remove traffic control signs and replace and/or uncover permanent signs.
- Reopen ramps to traffic.
- Return traffic to its normal lane configurations.

F Work Restrictions

Do not close traffic lanes on IH 39, eastbound USH 12, or Femrite Drive outside of Permitted Lane Closure Times specified in the "Traffic" article of these special provisions. Assessment per the "Lane Rental Fee Assessment" article will be charged for lane closures outside of the Permitted Lane Closure Times.

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

The engineer will suspend work activities during any work operation, lane or ramp closures in the event that undesirable traffic congestion develops that potentially could cause lengthy traffic delays or unsafe working conditions.

G Contractor Coordination

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

Hold progress meetings once a week for Project 1007-12-78. These meetings will take place at the engineer's field office. The contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work expected to begin within the next 2 weeks are to attend and provide a written schedule of the next week(s)' operations. Include begin and end dates of specific prime and subcontractor work operations including lane closures and traffic switches. Invite representatives from the utilities, Town of Blooming Grove, City of Madison, and Dane County Sheriff's Department to attend the progress meetings. Agenda items at the meeting will include review of the contractor's schedule and subcontractors' schedule, utility conflicts and relocation schedule, evaluation of progress and pay items, and making revisions if necessary. Plans and specifications for upcoming work will be reviewed to prevent potential problems or conflicts between contractors.

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

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

Based on the progress meeting, if the engineer requests a new revised schedule, submit it within 7 calendar days. Failure to submit a new schedule within 7 days shall result in the engineer holding pay requests until received.

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

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

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

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

Submit a schedule and description of Clearing operations with the Erosion Control Implementation Plan (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.

I Interim Completion of Work

The southbound IH 39 loop ramp to eastbound USH 12 may be closed one time for up to 100 consecutive calendar days to access Work Area 1. If the contractor fails reopen the southbound IH 39 loop ramp to eastbound USH 12 after 100 calendar days, the department will assess the contractor \$8,000 in interim liquidated damages for each calendar day that the ramp remains closed after 100 calendar days. An entire calendar day will be charged for any period of time within a calendar day the ramp remains closed beyond 12:01 AM.

The westbound USH 12 loop ramp to southbound IH 39 may be closed one time for up to 100 consecutive calendar days to access Work Area 3. If the contractor fails reopen the westbound USH 12 loop ramp to southbound IH 39 after 100 calendar days, the department will assess the contractor \$8,000 in interim liquidated damages for each calendar day that the ramp remains closed after 100 calendar days. An entire calendar day will be charged for any period of time within a calendar day the road remains closed beyond 12:01 AM.

Femrite Drive may be closed for up to 5 calendar days to erect and remove deck form work, place bridge girders, asphalt paving operations, and other associated work. If the contractor utilizes more than 5 calendar days, the department will assess the contractor \$1,875 in interim liquidated damages for each calendar day that the road remains closed after 5 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Complete construction operations and all work, with the exception of the bridge deck polymer overlays and concrete structure approach slabs, prior to 12:01 AM on November 25, 2020. If the contractor fails to complete all work, except as noted above, prior to 12:01 AM on November 25, 2020, the department will assess the contractor \$15,000 in interim liquidated damages for each calendar day the work remains incomplete after 12:01 AM on November 25, 2020. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

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

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

J Enhanced Liquidated Damages

Replace standard spec 108.11 paragraph (3) as follows:

The department will assess \$15,000 in daily liquidated damages. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.

4. Lane Rental Fee Assessment.

A General

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

The allowable lane closure times are shown in the "Traffic" article of these special provisions.

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

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

B Lane Rental Fee Assessment

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

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

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

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

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

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

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

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5. Traffic.

A General

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

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

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

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

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

Madison Metropolitan School District
Madison Metro Transit
(608) 266-4904

McFarland School District
Nelson's Bus Service, Inc.
(608) 205-9040

B Traffic operations during all stages

- Maintain 2 lanes of traffic in each direction at all times on IH 39.*
- Maintain traffic on IH 39 and all interchange ramps on a paved concrete or hot mix asphalt surface at all times. Maintain a minimum 2-foot paved shoulder width at all times.
- Maintain a minimum lane width of 12 feet on IH 39 (16-foot minimum clear width when restricted to 1 lane).
- Close the southbound IH 39 loop ramp to eastbound USH 12 one time for up to 100 consecutive calendar days to place embankment, construct B-13-729 (south abutment) and other associated work located within Work Area 1. Detour traffic as designated in the plans.
- Close the westbound USH 12 loop ramp to southbound IH 39 one time for up to 100 consecutive calendar days to place embankment, construct B-13-729 (north abutment) and other associated work located within Work Area 2. Detour traffic as designated in the plans.
- Maintain 3 lanes of traffic at all times on eastbound USH 12 west of the ramp to northbound IH 39.*
- Maintain 1 lane of traffic at all times on eastbound USH 12 east of the ramp to northbound IH 39.
- Maintain 1 lane of traffic at all times on westbound USH 12*.
- Close eastbound USH 12 and the USH 12 ramp to northbound IH 39 for a total of up to 3 nights to erect and remove deck formwork, set bridge girders (B-13-729), place storm sewer, and other associated work. Detour traffic as designated in the plans.
- Close westbound USH 12 for a total of up to 3 nights to erect and remove deck formwork, to set bridge girders (B-13-730), place storm sewer, and other associated work. Detour traffic as designated in the plans.**
- Close the northbound IH 39 ramp to westbound USH 12 for a total of up to 5 nights to erect and remove deck formwork, to set bridge girders (B-13-731), place storm sewer, and other associated work. Detour traffic as designated in the plans.** Do not close the ramp when either eastbound or westbound USH 12 are closed.
- Close Femrite Drive for a total of up to 5 days to erect and remove deck form work, place bridge girders (B-13-732), asphalt paving operations, and other associated work. A detour will not be posted. Do not close Femrite Drive when full nighttime closures of eastbound or westbound USH 12 are occurring.

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

** Full closure of traffic lanes and ramps detailed in "Full Interchange Ramp, Femrite Drive, and Lane Closures" section.

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

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

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

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

Conduct operations in a manner that will cause the least interference to traffic movements.

C Lane Closures

Single lane and shoulder closures on IH 39 may be permitted during permitted lane and shoulder closure times for work required to complete the work activities. During the times when 1 lane is allowed to be closed, a minimum clear width of 16 feet, including the adjacent shoulder shall be maintained at all times. Times listed for permitted lane and shoulder closures include setup and breakdown of any equipment and traffic control devices.

Lane closures along IH 39 will be prohibited 3 hours before, during, and 3 hours after the completion of University of Wisconsin home football games. The overnight lane closure permitted along eastbound USH 12 will also be prohibited three hours before, during, and 3 hours after the completion of University of Wisconsin Badger home football games.

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

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

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

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

D Full Interchange Ramp, Femrite Drive, and Traffic Lane Closures

A continuous single closure of the southbound IH 39 loop ramp to eastbound USH 12 is allowed for up to 100 calendar days. Traffic will use the signed detour as detailed in the plans.

A continuous single closure of the westbound USH 12 loop ramp to southbound IH 39 is allowed for up to 100 calendar days. Traffic will use the signed detour as detailed in the plans.

An overnight full closure of the eastbound USH 12 and the eastbound USH 12 ramp to northbound IH 39 is allowed for up to a total of 3 nights from 11:00 PM to 5:00 AM, only on Monday through Thursday nights. Traffic will use the signed detour as detailed in the plans.

An overnight full closure of the northbound IH 39 ramp to westbound USH 12 is allowed for a total of up to 5 nights from 11:00 PM to 5:00 AM, only on Monday through Thursday nights. Traffic will use the signed detour as detailed in the plans.

An overnight full closure of the westbound lanes of USH 12 is allowed for a total of up to 3 nights from 11:00 PM to 5:00 AM, only on Monday through Thursday nights. Traffic will use the signed detour as detailed in the plans.

A full closure of Femrite Drive is allowed for up to a total of 5 days. There is no signed detour. Femrite Drive closure is not allowed during any of the full closures of USH 12.

Continuous single lane closures on westbound USH 12 is allowed for the duration of the project.

E Lane and Shoulder Closure Times

IH 39 and eastbound USH 12 lane and shoulder closures are allowed only at the times in the following tables and text. At all other times all lanes and shoulders shall be fully open to traffic.

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

Permitted Lane Closure Times

Day of the Week	IH 39 and USH 12*
Monday Tuesday Wednesday Thursday	12:00 AM – 5:00 AM 9:00 PM – 11:59 PM
Friday	12:00 AM – 5:00 AM 10:00 PM – 11:59 PM
Saturday Sunday	12:00 AM – 7:00 AM 10:00 PM – 11:59 PM

Continuous single lane closures are planned along eastbound and westbound USH 12 to provide access for construction vehicles. The permitted overnight lane closures noted in the table shall not be implemented concurrently with the continuous single lane closures.

Lane closures shall be continuous when possible. A 2-mile minimum spacing is required where continuous lane closures are not feasible or desirable. Coordinate lane closures with the adjacent Project 1007-12-74/75 immediately to the south (calendar year 2020) and Projects 1007-12-79/80 (calendar year 2021).

F Permitted Shoulder Closure Times

Shoulder closures are permitted along IH 39 as indicated in the table below, except that both shoulders in the same direction of travel may not be closed concurrently.

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

Shoulder closures are permitted along eastbound and westbound USH 12 at any time, except that both shoulders in the same direction of travel may not be closed concurrently.

For all freeway closures, a maximum of 1 lane and 1 shoulder may be closed at any one time at a specific location.

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

G Roadway Closures

Place Portable Changeable Message Signs for all lane closures on IH 39, interchange ramps, USH 12, and Femrite Drive as shown on the plans at least 7 days prior to the lane closures, ramp closures and full roadway closures. See D Full Interchange Ramp, Femrite Drive, and Traffic Lane Closures.

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

H Advance Notification

Notify Dane County, Dane County Government Public Safety Communications, Dane County Sheriff's Department, the City of Madison, and the Town of Blooming Grove 48 hours in advance of the start of work; closure of USH 12, Femrite Drive, and interchange ramps; and prior to significant changes in traffic control. Notifications must be given by 4:00 PM on Thursday for any such work to be done on the following Monday.

Notify the Madison and McFarland School Districts 2 weeks prior to the start of construction and 1 week prior to the daytime closures of Femrite Drive.

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

I Clear Zone Working Restrictions

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

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

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

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

J Portable Changeable Message Signs – Message Prior Approval

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

K Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

Closure type with height, weight, or width restrictions (available width, all lanes in one direction less than 16 feet)	MINIMUM NOTIFICATION
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days
Closure type without height, weight, or width restrictions (available width, all lanes in one direction 16 feet or greater)	MINIMUM NOTIFICATION
Lane and shoulder closures	3 business days
Ramp closures	3 business days
Modifying all closure types	3 business days

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

L Temporary Regulatory Speed Limit Reduction

During engineer-approved regulatory speed limit reductions, install temporary speed limit signs on the inside and outside shoulders of divided roadways to enhance visibility. On two-lane two-way roadways, install temporary speed limit signs on shoulders. When construction activities impede the location of a

post-mounted regulatory speed limit sign, relocate the sign for maximum visibility to motorists. If work last less than 7 days, mount the regulatory speed limit sign on a portable sign support.

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

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

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

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

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

M Protection of Bridge Pier Columns

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

N Construction Access

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

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

The contractor is responsible for temporary culvert pipes, potential temporary shoring, and the construction of access roads into Work Areas throughout the project. The cost of temporary access shall be considered incidental to the bid item Traffic Control.

Construction traffic is prohibited from crossing a live-traffic ramp.

O General Access

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

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

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

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

Except during bridge deck forming and placement of girders, the contractor shall maintain access for emergency vehicles to pass through the construction site on USH 12, interchange ramps and Femrite Drive. Do not store equipment or materials on Femrite Drive.

6. Holiday and Special Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway or ramps carrying IH 39 or USH 12 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, April 10, 2020 to 6:00 AM Monday, April 13, 2020 for Good Friday and Easter;
- From noon Friday, May 22, 2020 to 6:00 AM Tuesday, May 26, 2020 for Memorial Day;
- From noon Friday, July 3, 2020 to 6:00 AM Monday July 6, 2020 for Independence Day;

- From noon Friday, September 4, 2020 to 6:00 AM Tuesday, September 8, 2020 for Labor Day;
- From 12:00 AM to 11:59 PM Monday, October 12, 2020 for Columbus Day;
- From noon Friday, November 20, 2020 to 6:00 AM Monday, November 23, 2020 for opening weekend of gun deer season;
- From noon Wednesday, November 25, 2020 to 6:00 AM Monday November 30, 2020 for Thanksgiving Day.;
- From noon Thursday, December 24, 2020 to 6:00 AM Monday December 28, 2020 for Christmas;
- From noon Thursday, December 31, 2020 to 6:00 AM Monday January 4, 2021 for New Year's Day;
- From noon Friday, April 2, 2021 to 6:00 AM Monday, April 5, 2021 for Good Friday and Easter;
- From noon Friday, May 28, 2021 to 6:00 AM Tuesday, June 1, 2021 for Memorial Day;

107-005 (20181119)

Do not haul materials of any kind along or across any portion of the highway or ramps carrying IH 39 or USH 12 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following periods:

- From 3:00 PM to 7:00 PM on Thursday, April 16, 2020, and from 6:00 AM to 9:00 AM and from 3:00 PM to 7:00 PM on Friday, April 17, 2020 for the Midwest Horse Fair;
- From 6:00 AM to 9:00 AM and from 3:00 PM to 7:00 PM on each day from Monday, August 24, 2020 through Thursday, August 27, 2020 for the Epic Users Group Meeting.

7. Utilities.

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

107-065 (20080501)

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

Additional detailed information regarding the location of vacated, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the region WisDOT office during normal working hours.

The following utility owners have facilities within the project area; however, no conflicts are anticipated: ANR Pipeline, ATC Management, City of Madison - Sewer, City of Madison – Street Lighting, Flint Hills Resource, Madison Metropolitan Sewerage District (MMSD), Madison Water Utility, and Wisconsin Department of Administration – Communication Line.

The following utility owners has facilities within the project area; adjustments are anticipated:

AT&T Wisconsin

AT&T Wisconsin has underground facilities along Femrite Drive within the project area.

The utility proposes to relocate their facilities in a shared trench with Charter Communications and Madison Gas and Electric under Femrite Drive. It is anticipated that this work will be completed prior to the start of construction.

Charter Communications

Charter has underground facilities along Femrite Drive within the project area.

The utility proposes to relocate their facilities in a shared trench with AT&T Wisconsin and Madison Gas and Electric under Femrite Drive. It is anticipated that this work will be completed prior to the start of construction.

City of Madison – Communication Line

Metropolitan Unified Fiber Network (MUFN) has underground facilities along Femrite Drive within the project area. The City of Madison maintains this facility.

The utility proposes to relocate their existing facility south approximately 3 feet during construction. It is estimated that it will take 2 days to complete this effort. Contact Mike Benzschawel at (608) 235-3649 or Troy Vant at (608) 295-1975 to coordinate this effort.

Madison Gas and Electric – Electric

Madison Gas and Electric has an existing underground facility crossing IH 39 at Station 2533+72, and an existing overhead facility crossing IH 39 along the south side of Femrite Drive.

The utility proposes to relocate their facilities in a shared trench with AT&T Wisconsin, Charter Communications, and Madison Gas and Electric (gas) under Femrite Drive. It is anticipated that this work will be completed prior to the start of construction.

Madison Gas and Electric – Gas

Madison Gas and Electric has an existing underground facility crossing IH 39 along the south side of Femrite Drive at Stations 2582+26 and 2582+41.

The utility proposes to relocate their facilities in a shared trench with AT&T Wisconsin, Charter Communications, and Madison Gas and Electric (electric) under Femrite Drive. It is anticipated that this work will be completed prior to the start of construction.

Wisconsin Department of Transportation – Communication Line

Wisconsin Department of Transportation has an existing underground facility crossing IH 39 at Station 2533+98; however, no conflicts are anticipated.

There is an existing underground facility along the southbound IH 39 loop ramp to eastbound USH 12, as well as along the south side of USH 12. The utility proposes to install a modem at this location in order to maintain the collection of traffic data during construction. Contact Dean Beekman at (414) 227-2154 or Kyle Hemp at (608) 246-5367 a minimum of two weeks prior to beginning the culvert work along USH 12.

There is an existing underground facility crossing IH 39 south of Femrite Drive; however, no conflicts are anticipated.

Wisconsin Department of Transportation has other existing underground facilities within project area; however, no conflicts are anticipated.

8. Other Contracts.

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

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

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

Project 1007-12-74/75:

This project will begin in the Fall of 2019 and continue through the Fall of 2020, and is located between CTH AB (south of USH 12) and the southern limits of Project 1007-12-78 in Dane County. The project will reconstruct both the northbound and southbound roadways of IH 39, as well as the northbound bridge over Siggelkow Road (B-13-728). In Spring of 2020, all IH 39 traffic will be placed on the existing northbound roadway in a counter-directional pattern while the southbound roadway is reconstructed (anticipated duration March – June). In Summer 2020, all IH 39 traffic will be moved to the new southbound lanes in a counter-directional pattern while the northbound roadway and bridge are reconstructed (anticipated duration July – November). A crossover will be constructed immediately south of Project 1007-12-78. Coordination will be required for placement of advance warning signs, traffic control, anticipated lane closures, and placement of storm sewer, median barrier wall, retaining walls, and temporary traffic lanes located within this overlap of these projects.

Project 1007-12-79/80:

This project will begin in the Spring of 2021 and continue through the Fall of 2021, and has the same project limits as 1007-12-78, between the agriculture ditch and the WSOR Railroad overpass structures in Dane County. The project will place the final pavement structure (base aggregate and concrete

pavement) for the new northbound roadway through the IH 39 interchange at USH 12, widen shoulders, realign ramps, widen the existing northbound and southbound structures over Femrite Drive, and repair the existing concrete pavement. Coordination will be required for placement of advance warning signs, traffic control, anticipated lane closures, and work along IH 39 north of Femrite Drive expected to occur in Spring of 2021.

9. Contract Award and Execution.

Supplement standard spec 103 as follows:

103.9 Mobilization Workshops

103.9.1 Workshop Schedule

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

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

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

103.9.2 Workshops

103.9.2.1 Initial Work Plan

103.9.2.1.1 General

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

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

103.9.2.1.2 Project Questionnaire

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

General Information

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

Provide the following information about the company:

- Firm Name
- Address
- Telephone and facsimile numbers; e-mail address
- Contracting Specialties
- Years performing work in contracting specialties

- Geographic areas served
- Total Management Employees and years of service
- Project Managers
- General Superintendents
- Craft Superintendents
- Engineers
- Estimators
- CPM Schedulers

Construction Engineering

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

Subcontractors

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

Permanent Material Suppliers

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

Quality Control (where applicable)

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

Organization Chart

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

Work Rules

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

Maintenance of Traffic

- Provide the name of your Traffic Control Manager and qualifications indicating the firm's experience in similar major construction projects. The resume shall include similar projects with references. (Note: references are only for verification of work scope performed).
- Attach a copy of your Preliminary Schedule indicating your approach to achieving the substantial completion schedule.
- Include an outline of your approach to the maintenance of traffic and how you shall stage the construction to meet the substantial completion schedule including planned locations for local street and freeway access into and out of the work zones for each stage of construction.

Construction

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

103.9.2.2 Cost Reduction Incentives & Submittals

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

Cost Reduction Incentives

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

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

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

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

Submittals

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

1. Review the project special provisions.
2. Categorize submittals into functional areas including but not limited to:
 - MSE Retaining Walls
 - Temporary Shoring
 - Falsework and Formwork
 - Girder Shop Drawings, Fabrication, and Delivery Dates
 - Steel Transportation, Delivery, and Erection
 - Structure Demolition Plans
 - Pile Hammers and High Capacity Piling
 - Concrete/ Asphalt
 - Materials
 - ITS / Lighting
 - Traffic Signals
 - Sanitary Sewer and Water
 - Permits
3. Develop a schedule for submittals. Submittal schedule data shall be incorporated into CPM progress schedule to reflect submittal preparation durations and dates, submittal approval durations and dates, and material fabrication periods with forecasted delivery dates. Reference Baseline CPM Progress Schedule in these special provisions.

103.9.2.3 Utility Coordination

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

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

103.9.2.4 Baseline CPM Scheduling

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

103.9.2.5 Work Force Opportunities

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

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

(1/5/2017)

10. Timely Decision Making Manual.

Use the Timely Decision Making Manual (TDM) on this contract. Coordinate with the department to modify the various published tools as necessary to meet the particular project needs and determine how to implement those tools under the contract. Ensure the full participation of the contractor and its principal subcontractors throughout the term of the contract.

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

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

105-005 (20151210)

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

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Mark Sponem at (608) 516-1792. Post the permit in a conspicuous place at the construction site.

107-056 (20180628)

12. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Jennifer Grimes at (608) 516-9760.

107-054 (20080901)

13. Environmental Protection.

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

Supplement standard spec 107.18 as follows:

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

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

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

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

14. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Use the following inspection and removal procedures:

1. Before leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can before leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
 - 4.1. Washing with ~212 F water (steam clean), or
 - 4.2. Drying thoroughly for 5 days after cleaning with soap and water and/or high pressure water, or
 - 4.3. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore, this disinfect should be used in conjunction with a hot water (>104° F) application.

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

107-055 (20130615)

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

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

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

The cost of dewatering is considered incidental to construction.

16. Erosion Control.

Supplement standard spec 107.20 with the following:

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

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

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

(5/14/2013)

17. Native American Hiring.

Pre-Bid

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

Ho-Chunk Nation Department of Labor contact information:

Tracy Thundercloud, Executive Director of Labor
PO Box 667
Black River Falls, WI 54615
(715) 284-9343 Ext. 1140
Tracy.Thunderbird@ho-chunk.com

Maintain documentation of all efforts made to communicate with the Ho-Chunk Nation. Pre-bid, submit documentation in conjunction with the Proposal Request Form to the Bureau of Project Development at:

DOTDTSHighwayConstructionContractors@dot.wi.gov

The Eligible Bidders list will not be updated until this documentation is received. Include the following information in documentation:

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

After Execution

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

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

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

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

Tribal Coordination Meeting

Between execution of contract and the project preconstruction conference, setup and coordinate a meeting with the Tribal officials and leaders at the Ho-Chunk Nation and notify and invite WisDOT Statewide Tribal Liaison, 4822 Madison Yards Way, 4th Floor South, P.O. Box 7965, Madison, WI 53707-7965, (608) 267-3849. The prime contractor and all subcontractors shall attend this meeting. Discuss available employment opportunities and other tribal areas of interest such as scope of work, Tribal regulations, borrow sites, waste sites, and available aggregate.

Project Completion

As a part of the document submittals required under standard spec 109.7, submit documentation summarizing communications regarding job opportunities throughout the life of the contract. Provide final report to the tribe and Statewide Tribal Affairs compiling the results of hiring activities for the prime contractor as well as for subcontractors at all tiers.

stp-107-200 (20190618)

18. Notice to Contractor - Construction Safety

Supplement standard spec 107 as follows:

Description

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

Definitions

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

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

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

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

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

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

General Requirements

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

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

Safety Representative Requirements

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

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

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

Requirements for Construction Health & Safety Programs

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

Traffic Control and Vehicle Collision Prevention/Risk Reduction

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

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

Personal Protective Equipment (PPE)

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

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

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

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

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

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

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

Walking and Working Surfaces

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

Excessive Driving Hours/Extended Work Shifts

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

Cranes and Hoists.

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

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

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

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

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

Documentation and Records

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

- a. Written Safety Plan for Work Activities to be Performed
- b. Names of Safety Representatives and copies of their OSHA 10-Hour Occupational Safety and Health Training Course in Construction Safety and Health training cards.
- c. Names of Competent Persons and Qualified Persons (if required by OSHA for the work performed).
- d. Reports of inspections of the job sites, materials, and equipment [29 CFR 1926.20(b)(2)].
- e. Documentation that the SR has communicated and distributed materials from the Construction Safety Awareness Training to their site workers. At a minimum this will include a dated sign-in sheet with the names and signatures of the workers trained. The department will provide a sign-in sheet template electronically.
- f. Project site OSHA 300 Log (no worker names) [29 CFR 1904.29]
- g. Project site OSHA 301 Incident Report (no worker names) [29 CFR 1904.29]
- h. Hazard Communication Program [29 CFR 1926.59]
 - i. Hazardous Chemical Inventory,
 - ii. Location of Safety Data Sheets (SDSs)
 - iii. Hazard Warning Symbols
 - iv. Information and training requirements.
- i. Exposure Monitoring results (if monitoring is required under a specific OSHA standard-no worker names)
- j. Crane operator certifications (if applicable)
- k. Fall Protection Plan (if applicable) [29 CFR 1926.500-.503 and 1926.104]
- l. Confined Space Entry Procedures (if applicable). [29 CFR 1926.1200-.1213]
- m. Lockout/Tagout Procedures (if applicable). [29 CFR 1926.417 and .702]
- n. Respiratory Protection Program (if applicable) [29 CFR 1926.103 and 1910.134(c)]
- o. Emergency Action Plan [29 CFR 1926.35]
 - i. Emergency escape procedures and emergency escape route assignments
 - ii. Procedures to be followed by employees who remain to operate critical equipment before they evacuate
 - iii. Procedures to account for all employees after emergency evacuation has been completed
 - iv. Rescue and medical duties for those employees who are to perform them;
 - First Aid and Medical Treatment Procedures [29 CFR 1926.50]
 - Equipment and Supplies
 - Names of persons certified in first aid
 - Location of the nearest medical facility.
 - v. The preferred means of reporting fires and other emergencies
 - vi. Prime contractor's alarm system
 - vii. Names or regular job titles of persons who can be contacted for further information or explanation of duties under the plan.
- p. Fire Protection Program (if applicable) [29 CFR 1926.150]
- q. Fire Prevention Plan and Hot Work Permit procedures (if applicable) [29CFR 1926.352]

(2/21/2017)

19. Notice to Contractor – Earthwork Coordination.

Approximately 40,000 CY of Embankment will be placed within the project area between Stations 2549+00 and 2556+00 in the Fall of 2019 by the contractor from Project 1007-12-74/75. This embankment is not shown on the project plans or cross sections but has been accounted for as a line-item in the earthwork table under Embankment. Contact region construction engineer Mark Sponem at (608) 516-1792 for additional information and coordination.

20. Notice to Contractor – New or Revised Temporary Construction Access to IH 39.

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

Details on existing or new project plan sheets that show:

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

Written summary of proposed temporary construction access change including:

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

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

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

- Dave Platz, FHWA, Dave.Platz@dot.gov
- Rich Cannon, IH 39 CMT Traffic, Richard.Cannon@dot.wi.gov
- Jeff Gustafson, IH 39 CMT Traffic, Jeffrey.Gustafson@dot.wi.gov

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

(10/3/2016)

21. Notice to Contractor – Revisions to Traffic Control Plans.

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

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

Detail on existing or new project plan sheets that show:

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

Written summary of proposed traffic control change including:

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

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

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

- Dave Platz, FHWA, Dave.Platz@dot.gov
- Rich Cannon, IH 39 CMT Traffic, Richard.Cannon@dot.wi.gov
- Jeff Gustafson, IH 39 CMT Traffic, Jeffrey.Gustafson@dot.wi.gov

(10/3/2016)

22. Notice to Contractor – Airport Operating Restrictions.

General Restrictions

A temporary permit is not required from the Federal Aviation Administration (FAA) for the permanent or temporary installations that are included in the plans NOT LISTED BELOW UNDER 'SITE SPECIFIC RESTRICTIONS' as long as the contractor uses equipment that will not exceed 200 feet above ground level. The contractor shall submit FAA Form 7460-1, Notice of Proposed Construction or Alteration, to the FAA a minimum of 45 days before beginning construction operations that propose to use equipment that will exceed 200 feet above ground level.

If required, the FAA will return FAA Form 7460-2, Notice of Actual Construction or Alteration, with a determination. The contractor shall complete and send FAA Form 7460-2, Part 1 to the FAA at least 48 hours prior to starting the actual construction or alteration of a structure. Additionally, the contractor shall submit Part 2 no later than 5 days after the structure has reached its greatest height.

Contact Justin Hetland, Airspace Safety Program Manager, Bureau of Aeronautics at (608) 267-5018 (Justin.Hetland@dot.wi.gov) with any questions. Refer to the following FAA website for instructions to complete the form and the required information.

<http://oeaaa.faa.gov/oeaaa/externail/portal.jsp>.

Site Specific Restrictions

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

As a condition of the Determinations, the structures are to be marked/lighted according to FAA Advisory circular 70/7460-1 L Change 2, Obstruction Marking and Lighting, flags/red lights – Chapters 3 (Marked), 4, 5 (Red), and 12.

Structure	Location	Latitude	Longitude	Heights	Issue Date	Expiration Date	Aeronautical Study No.
Crane (Temporary for R-13-334)	IH 39 Median, South of US 12	43-02-35.60 N NAD 83	89-16-38.30 W	177 feet AGL 1067 feet AMSL	7/29/2019	1/29/2021	2019-AGL-9985-OE
Crane (Temporary for B-13-729)	IH 39 NB over USH 12 EB	43-02-45.20 N NAD 83	89-16-39.00 W	177 feet AGL 1076 feet AMSL	7/29/2019	1/29/2021	2019-AGL-9986-OE
Crane (Temporary for B-13-730)	IH 39 NB over USH 12 WB	43-02-49.90 N NAD 83	89-16-39.20 W	177 feet AGL 1078 feet AMSL	7/29/2019	1/29/2021	2019-AGL-9987-OE
Crane (Temporary for B-13-731)	IH 39 NB over NB-EB Ramp	43-02-56.10 N NAD 83	89-16-39.00 W	177 feet AGL 1078 feet AMSL	7/29/2019	1/29/2021	2019-AGL-9988-OE
Crane (Temporary for B-13-732)	IH 39 NB over Femrite Drive	43-03-06.20 N NAD 83	89-16-37.40 W	177 feet AGL 1071 feet AMSL	7/29/2019	1/29/2021	2019-AGL-9989-OE

For all other locations not listed under the lighting requirements above, marking/lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, the contractor is encouraged to install and maintain it according to FAA Advisory Circular 70/7460-1 K Change 2.

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

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

Any failure or malfunction that lasts more than 30 minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867, so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

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

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

For questions on extensions to the effective period of the determinations, contact the FAA office at (202) 267-4525, or david.maddox@faa.gov and reference the Aeronautical Study Number.

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

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

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

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

23. Notice to Contractor - Verification of Asbestos Inspection, No Asbestos Found.

James Gondek, License Number AII-108099, inspected Structure B-13-467 for asbestos on December 5, 2005. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Jennifer Grimes, Jennifer.Grimes@dot.wi.gov, (608) 516-9760.

107-127 (20120615)

24. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Construction operations will be allowed at night with the exception of the following operations:

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

25. Contractor Data Packet.

The department will provide electronic design data for Project 1007-12-78. The data provided is for the bidder's general knowledge only and is not a part of the contract. The department assumes no responsibility for discrepancies between the data provided and the contract documents.

The department will provide the project contractor data packet before the project let date within 5 business days of a contractor request submitted by email to Mark Vesperman at Mark.Vesperman@dot.wi.gov.

The contractor data packet contains the following:

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

(10/31/2017)

26. Abandoning Sewer, Item 204.0291.S.

A Description

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

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0291.S	Abandoning Sewer	CY

Payment is full compensation for furnishing all materials and excavating and backfilling where necessary.
204-050 (20080902)

27. Removing Apron Endwall, Item 204.9060.S.01.

A Description

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

B (Vacant)

C (Vacant)

D Measurement

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

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Apron Endwall	EACH

stp-204-025 (20150630)

28. Embankment Construction.

Replace standard spec 205.3.2(4) with the following:

If placing embankment on side slopes 10 feet high or higher and steeper than 1 vertical to 3 horizontal, cut a minimum 2-foot horizontal bench into the existing embankment every 2 feet of vertical fill height.

Approximately 40,000 CY of waste material from Project 1007-12-74/75 that was suitable for use as embankment was placed in the location of the new northbound IH 39 lanes (south of eastbound USH 12) in the fall of 2019. The Miscellaneous Quantities reflect this adjustment; however, the material placed is not shown on the plan details or cross sections. Contact WisDOT SW Region construction engineer, Mark Sponem, at (608) 245-2627 for additional information and coordination.

29. Roadway Excavation.

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

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

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

(6/29/2015)

30. Borrow.

Replace standard spec 208.1(1) with the following:

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

Delete standard spec 208.2.2(2).

Supplement standard spec 208.3 to include the following:

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

Supplement standard spec 208.4 with the following:

The department will not measure embankment material from its source.

Supplement standard spec 208.5 with the following:

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

(5/31/2016)

31. Select Borrow, Item 208.1100.

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

Materials

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

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

Measurement

Replace standard spec 208.4 with the following:

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

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

If it is not possible to compute volumes of select borrow by the method of average end areas due to erratic location of isolated deposits, the department may compute the volumes by alternative methods involving 3-dimensional measurements.

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

(11/29/2016)

32. Base Aggregate Dense 3/4-Inch, Item 305.0110.

Add the following to standard spec 301.2.4.3:

Furnish only aggregate classified as crushed stone for Base Aggregate Dense 3/4-Inch when used in the top 3 inches of the unpaved portion of the shoulder or for unpaved driveways and field entrances.

swr-305-001 (20170711)

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

Add the following to standard spec 305.2.2.1:

When 1 1/4-Inch base aggregate is $\geq$ 50 percent crushed gravel, conform to the following gradation requirements:

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

^[1] Limited to a maximum of 8.0 percent for base placed between old and new pavement.

swr-305-002 (20170711)

34. High Performance Dowel Bars for Concrete Pavement.

Replace standard spec 415.2.2 with the following:

- (1) Furnish steel reinforcement conforming to standard spec 505. Furnish tie bars as the plans show and conforming to standard spec 505.2.6.
- (2) Furnish dowel bars of the dimensions the plans show and conforming to standard spec 505.2.6 except for transverse joints in concrete pavement, use non-corrosive high performance dowel bars. Use only one type of high performance bar for work under the contract. The contractor may use any one of the following:

1. Bars with 316L stainless steel cladding meeting ASTM A276 chemical requirements. Ensure that the bars have a smooth finished surface cladding 0.060 inches thick or thicker over ASTM A615 grade 60 or higher carbon steel.
2. Bars with 316L stainless steel tubes meeting ASTM A276 chemical requirements. Ensure that the tubes have a smooth finished surface, a wall thickness of 0.060 inches or more, and are press-filled with ASTM A615 grade 60 or higher carbon steel. Use an adhesive or epoxy between the tube and the carbon steel to fill any voids.
3. Solid 316L stainless steel bars conforming to ASTM A955 grade 60 or higher.
4. Bars with a rolled UNS Z41121 zinc alloy cladding conforming to ASTM B6. Ensure that the bars have a smooth finished surface cladding 0.040 inches thick or thicker over ASTM A615 grade 60 or higher carbon steel.
5. Bars with a fully bonded longitudinal glass fiber reinforced polymer (GFRP) corrosion shield conforming to the GFRP materials requirements of AASHTO LRFD Bridge Design Guide Specifications for GFRP Reinforced Concrete Bridge Decks and Traffic Railings. Ensure that the bars have a smooth finished GFRP surface coating 0.125 inches thick or thicker over ASTM A615 grade 60 or higher carbon steel.

416-020 (20130615)

35. Special High Early Strength Concrete Pavement Repair and Replacement

Replace standard spec 416.2.3.2, paragraph (3), sentence 1 with the following:

- (3) Achieve a minimum compressive yield strength of 3000 psi for special high early strength concrete prior to opening to traffic by the times described in the "Traffic" article under Permitted Lane Closure Times.

Replace standard spec 416.3.8.2, paragraph (1), sentence 1 with the following:

- (1) Place, cure and open special high early strength concrete to traffic by the times described in the "Traffic" article under Permitted Lane Closure Times.

Replace standard spec 416.3.8.3, paragraph (1), sentence 1 with the following:

- (1) Place, cure and open special high early strength concrete to traffic by the times described in the "Traffic" article under Permitted Lane Closure Times.

36. Concrete Protective Surface Treatment.

Modify standard spec 415 as follows:

415.3.6 Placing Concrete

Add the following as standard spec 415.3.6.4:

415.3.6.4 Concrete Protective Surface Treatment

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

(1/5/2017)

37. HMA Pavement Modification.

A Description

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

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

1. LA Wear (AASHTO T96) – LT, MT, HT, and SMA mixtures:
 - 100 revolutions – 13% loss maximum
 - 500 revolutions – 40% loss maximum
2. Soundness (AASHTO T104) (sodium sulfate) – LT, MT, HT, and SMA mixtures:
 - 9.0% loss maximum
3. Freeze/ Thaw (AASHTO T103) (specified counties) – LT, MT, HT, and SMA mixtures:
 - 12% loss maximum

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

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

(07/13/2016)

38. Aggregates for Concrete Pavements.

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

Replace standard spec 501.2.5.4.1 with the following:

501.2.5.4.1 General

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

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

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

- (2) Contact the engineer a minimum of 4 weeks prior to paving to collect a sample of the aggregates proposed for the project. The engineer will obtain the sample, or observe the contractor obtaining the sample. The sampler must be HTCP certified to sample aggregates.
- (3) The department will randomly sample coarse aggregate for lightweight pieces testing at least once per 10,000 cubic yards during placement of concrete pavement.
- (4) Use clean, hard, durable crushed gravel or crushed limestone free of an excess of thin or elongated pieces, frozen lumps, vegetation, deleterious substances, or adherent coatings considered injurious.
- (5) Use virgin aggregates only.

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

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

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

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

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

(10/26/2016)

39. Ice Hot Weather Concreting, Item 501.1000.S.

Conform to standard spec 501.3.8.2 except the department will pay for ice at the contract unit price under the Ice Hot Weather Concreting bid item. This special provision only applies to work done under the following contract bid items:

Concrete Masonry Bridges	Concrete Masonry Retaining Walls
Concrete Masonry Bridges HES	Concrete Masonry Retaining Walls HES
Concrete Masonry Culverts	Concrete Masonry Endwalls
Concrete Masonry Culverts HES	Concrete Masonry Overlay Decks
High Performance Concrete (HPC) Masonry Structures	

Replace standard spec 501.4 and 501.5 with the following:

501.4 Measurement

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

501.5 Payment

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

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

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

The department will not pay directly for the concrete specified under this section. Concrete is incidental to the various bid items using it. Payment under those bid items includes providing all materials, including aggregates and associated aggregate source testing, cement, fly ash, slag, and admixtures; for preparing, transporting, storing, protecting and curing concrete; and for contractor requirements related to testing specified in standard spec 501.3.10.

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

stp-501-010 (20151210)

40. Bar Steel Reinforcement HS Stainless Structures, Item 505.0800.S.

A Description

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

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

B Materials

B.1 General

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

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

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

Furnish couplers made from one of the UNS alloys allowed for bar steel.

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

B.2 Fabrication

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

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

B.3 Control of Material

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

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

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

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

C Construction

C.1 General

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

1. Separate from regular reinforcement during shipping. Pad points of contact with steel chains or banding, or secure with non-metallic straps.
2. Store on wooden cribbing separated from regular reinforcement. Cover with tarpaulins if stored outside.
3. Handle with non-metallic slings.

4. Do not flame cut or weld. Protect from contamination when cutting, grinding, or welding other steel products above or near the stainless steel during construction.
5. Place on plastic or stainless steel bar chairs. If placing stainless steel chairs on steel beams, use chairs with plastic-coated feet.
6. Tie with stainless steel wire or an engineer-approved plastic or nonmetallic material.

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

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

C.2 Splices

Splice as the plans show. Provide stainless steel couplers conforming to the minimum capacity, certification, proof testing, and written approval requirements of standard spec 550.3.3.4. The contractor may substitute stainless steel couplers for lap splices the plans show if the engineer approves in writing.

If increasing or altering the number or type of bar splices the plans show, provide revised plan sheets to the engineer showing the reinforcement layout, type, length, and location of revised bar splices and revised bar lengths. Obtain engineer approval for the location of new lap splices or substitution of mechanical bar couplers before fabrication. Ensure that new lap splices are at least as long as those the plans show.

D Measurement

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

The department will measure the Bar Couplers Stainless bid items as each individual coupler 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
505.0800.S	Bar Steel Reinforcement HS Stainless Structures	LB

Payment for Bar Steel Reinforcement HS Stainless Structures is full compensation for furnishing and placing stainless steel reinforcing bars, including supports. Where the plans specify bar couplers, the department will pay for the length of bars as detailed with no deduction or increase for installation of the coupler.

stp-505-005 (20190618)

41. Polymer Overlay, Item 509.5100.S.

A Description

This special provision describes providing 2 layers of a 2-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 2-component, 100 percent solids, 100 percent reactive, thermosetting compound with the following properties:

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

^[1] Uncured, mixed polymer binder

^[2] Cured, mixed polymer binder

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

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

^[1] Based on samples cured or aged and tested at 75°F

^[2] 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 ^[1]	1/2 of the measured aggregate absorption, %	ASTM C566
Hardness	³ 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

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 2-course application of polymer and aggregate. Each of the 2 courses shall consist of a layer of polymer covered with a layer of aggregate in sufficient quantity to completely cover the polymer. Apply the polymer and aggregate according to the manufacturer's requirements. Apply the overlay using equipment designed for this purpose. The application machine shall feature positive displacement volumetric metering and be capable of storing and mixing the polymer resins at the proper mix ratio. Disperse the aggregate using a method that provides a uniform, consistent coverage of aggregate and minimizes aggregate rolling or bouncing into final position. First course

applications that do not receive enough aggregate before the polymer gels shall be removed and replaced. A second course applied with insufficient aggregate may be left in place but will require additional applications before opening to traffic.

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

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

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

C.4 Application Rates

Apply the polymer overlay in 2 separate courses according to the manufacturer's instructions, but not less than the following rate of application.

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

^[1] The minimum total applications rate is 7.5 GAL/100 SF.

^[2] 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 1,000 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.

509-030 (20170615)

- 42. Concrete Staining B-13-729, Item 517.1010.S.700;
Concrete Staining B-13-730, Item 517.1010.S.701;
Concrete Staining B-13-731, Item 517.1010.S.702;
Concrete Staining B-13-732, Item 517.1010.S.703;
Concrete Staining R-13-348, Item 517.1010.S.704;
Concrete Staining R-13-349, Item 517.1010.S.705;
Concrete Staining R-13-350, Item 517.1010.S.706;
Concrete Staining R-13-351, Item 517.1010.S.707;
Concrete Staining R-13-352, Item 517.1010.S.708;
Concrete Staining R-13-334, Item 517.1010.S.709.**

A Description

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

B Materials

B.1 Mortar

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

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

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

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

B.2 Concrete Stain

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

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

C Construction

C.1 General

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

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

C.2 Preparation of Concrete Surfaces

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

Following the sack rubbing, clean all concrete surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. As a minimum, clean the surface using a 3000-psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

C.3 Staining Concrete Surfaces

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

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

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

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

C.4 Test Areas

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

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces according to the plan.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1010.S.700	Concrete Staining B-13-729	SF
517.1010.S.701	Concrete Staining B-13-730	SF
517.1010.S.702	Concrete Staining B-13-731	SF
517.1010.S.703	Concrete Staining B-13-732	SF
517.1010.S.704	Concrete Staining R-13-348	SF
517.1010.S.705	Concrete Staining R-13-349	SF
517.1010.S.706	Concrete Staining R-13-350	SF
517.1010.S.707	Concrete Staining R-13-351	SF
517.1010.S.708	Concrete Staining R-13-352	SF
517.1010.S.709	Concrete Staining R-13-334	SF

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

517-110 (20140630)

43. MGS Guardrail.

Add the following to standard spec 614.3.2.1:

Construct, with sawcuts or coring through existing HMA pavement, and per plan details, areas to receive the guardrail posts.

Add the following to standard spec 614.5 paragraph (4):

Payment is also for providing cored or sawed holes, and for controlled low-strength backfill including mix design and testing, as shown in the plan details in areas where MGS guardrail posts are to be set in previously paved asphalt pavements.

44. Fence Safety, Item 616.0700.S.

A Description

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

B Materials

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

Furnish fence fabric meeting the following requirements.

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

C Construction

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

Use a minimum of 3 wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap 2 rolls at a post and secure with wire ties.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

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

616-030 (20160607)

45. Maintenance and Repair of Haul Roads

Revise standard spec 618.3.1 as follows:

Provide the engineer a detailed map of all proposed haul roads including the type of trucking operation and expected durations at least 10 days prior to the commencement of hauling operations. The contractor shall update hauling information mapping as needed. The engineer will contact the local maintaining authority to discuss the condition of the road and will video tape the haul road condition prior to hauling. Digital copies of this video will be made available to the maintaining authorities. Video tape the haul road after hauling operations conclude and provide digital copies of the video to the maintaining authorities to assess the condition of the roadway.

46. Field Facilities.

Replace standard spec 642.2.1 (4) with the following:

Provide and maintain suitable interior sanitary facilities conforming to state and local health requirements, in clean and good working condition, provide a weekly cleaning service, and stock with sanitary supplies for the duration of the contract.

Supplement standard spec 642.2.2.1 (3) with the following:

Provide CAT 5 services with a minimum of six CAT 5 receptacles.

Supplement standard spec 642.2.2.1 (4) with the following:

Provide and maintain a plain-paper photocopier with scanner that uses toner not ink, has auto-feed capability, and can output a PDF of a copied or scanned document.

Add standard spec 642.2.2.1 (6) as follows:

Provide a field office having an adjacent hard surface parking facility with a minimum capacity of 16 passenger vehicles.

Replace standard spec 642.2.2.4 with the following:

Under bid item Field Office Type D, furnish a facility with a minimum interior space of 1,500 square feet including a meeting room that is at least 20 feet by 20 feet; furnish indoor sanitary facilities that are housed within, or directly adjacent to, the field office; clean, maintain, and supply the field office and sanitary facilities weekly; and equip with the following:

- Ten suitable office desks with drawers and locks.
- Ten ergonomically correct office chairs in working condition according to standard spec 642.2.2.1 (4).
- Two 4-drawer file cabinets.
- Two 4-shelf bookcases.
- Four 2.5 x 5-foot (minimum) tables.
- Four 4 x 8-foot (minimum) tables for the meeting room.
- Twenty, or more, folding chairs.

Add standard spec 642.3 (7) as follows:

(7) Locate the field office to be within 3 miles of the IH 39 interchange with USH 12.

Add standard spec 642.5 (4) as follows:

- (4) Payment of the field office is full compensation for providing a weekly cleaning service for the field office and sanitary facilities, for providing sanitary supplies as necessary, for replenishing paper, toner cartridges, and other supplies before fully expended, for maintaining the photocopier/scanner in working order at all times and for providing and supporting CAT 5 services.

47. Traffic Control Signs.

A Description

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

Supplement standard spec 643.2.9.1(5) as follows:

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

(7/6/2014)

48. Nighttime Work Lighting-Stationary.

A Description

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

B (Vacant)

C Construction

C.1 General

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

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

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

C.2 Portable Lighting

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

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

C.3 Light Level and Uniformity

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

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

C.4 Glare Control

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

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

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

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

C.5 Continuous Operation

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

D (Vacant)

E Payment

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

643-010 (20100709)

49. Truck or Trailer-Mounted Attenuator, Item 643.1055.S.

A Description

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

B Materials

Furnish and maintain a TMA conforming to NCHRP Report 350 test level 3 or to MASH crashworthiness criteria. Submit written certification from the manufacturer that the host vehicle/attenuator configuration provided conforms to crashworthiness criteria. Include the federal-aid reimbursement eligibility letter with that submittal.

Provide a host vehicle and mount the attenuator conforming to the attenuator manufacturer's specifications. Provide the engineer a copy of the manufacturer's specifications and installation instructions.

C Construction

Coordinate with the engineer at least 72 hours before its intended use so the engineer can determine if the work operation requires TMA protection.

Position the attenuator at a manufacturer-recommended location in advance of a stationary work operation. Position and maintain the attenuator consistently at the manufacturer-recommended distance from a mobile work operation. Ensure that an operator stays with the host vehicle while protecting a mobile work operation.

D Measurement

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

E Payment

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

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

Payment is full compensation for providing the portable attenuator, host vehicle, and operator.

stp-643-015 (20140630)

50. Optimized Aggregate Gradation Incentive, Item 715.0710.

Description

This special provision describes optional contractor optimized aggregate gradation, optional optimized mixture designs, and associated additional requirements for class 1 concrete used in concrete pavements. Conform to standard specification part 7 and as follows:

Optimized Aggregate Gradation

Replace standard spec 715.2.2 with the following:

A Job Mix Formula (JMF) contains all of the following:

Proportions for each aggregate fraction conforming to table 1.

Individual gradations for each aggregate fraction.

Composite gradation of the combined aggregates including working ranges on each sieve according to table 2.

Submit the target JMF and aggregate production gradation test results to the engineer for review 10 business days before initial concrete placement.

TABLE 1 – TARANTULA CURVE GRADATION BAND

SIEVE SIZES	PERCENT RETAINED
2 in.	0
1 1/2 in.	
1 in.	≤16
3/4 in.	≤20
1/2 in.	4-20
3/8 in.	4-20
No. 4	4-20
No. 8 ^[1]	≤12
No. 16 ^[1]	≤12
No. 30 ^{[1][2]}	4-20
No. 50 ^[2]	4-20
No. 100 ^[2]	
No. 200 ^[2]	

^[1] Minimum of 15% retained on the sum of the #8, #16, and #30 sieves.

^[2] Conform to 24-34% retained of fine sand on the #30-200 sieves.

TABLE 2 – JMF WORKING RANGE

SIEVE SIZES	WORKING RANGE ^[1] (PERCENT)
2 in.	+/- 5
1 1/2 in.	+/- 5
1 in.	+/- 5
3/4 in.	+/- 5
1/2 in.	+/- 5
3/8 in.	+/- 5
No. 4	+/- 5
No. 8	+/- 4
No. 16	+/- 4
No. 30	+/- 4
No. 50	+/- 3
No. 100	+/- 2
No. 200	2.3

^[1] Working range limits of composite gradation based on moving average of 4 tests.

Replace standard spec 710.5.6 with the following:

Determine the complete gradation, including P200, using a washed analysis for both fine and coarse aggregates. Test each stockpile for each component aggregate once per 1,500 cubic yards during concrete production.

Take samples by one of the following sampling methods:

1. At the belt leading to the weigh hopper.
2. Working face of the stock piles at the concrete plant if approved by the engineer.

The department will take independent QV samples using the same sampling method the contractor uses for QC sampling. QV samples may be taken by the contractor's QC personnel if witnessed by the department's QV personnel. The department will split each QV sample and retain half for all dispute resolutions. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

If, during concrete production, the moving average of four for any sieve fall outside the allowable JMF working range do the following:

1. Notify the engineer of the test results within 1 business day from the time of sampling.
2. Make immediate adjustments to the JMF, within the limits specified in Table 3.
3. Review JMF adjustments with the engineer. Both the contractor and engineer will sign the adjusted JMF if the adjustments comply with Table 3.
4. If the moving average of four falls outside the adjusted allowable working range, stop production and provide a new mix design including JMF to the engineer.

TABLE 3 ALLOWABLE JMF ADJUSTMENTS

SIEVE SIZES	ALLOWABLE ADJUSTMENT (PERCENT)
$\geq$ No. 4	+/- 5
No. 8 – No. 30	+/- 4
No. 50	+/- 3
No. 100	+/- 2

Dispute Resolution

The department will resolve disputes as specified in standard spec 106.3.4.3.5 using QV split samples.

Sublot and Lot Size

A sublot consists of up to 1,500 cubic yards. A lot consists of two sublots.

Optimized Concrete Mixtures

The contractor may use a reduced cementitious content for concrete pavement placed if the contractor does the following:

1. Use an optimized aggregate gradation as defined in this special provision.
2. Conform to the additional testing requirements for flexural strength as specified in the contract special provisions.
3. Submit aggregate gradation result records no more than 2 years old when developing the mix design.
4. Determine the volume of voids in the optimized aggregates using ASTM C29.
5. Download and follow the instructions tab of the Optimized Gradation and Mix Design Spreadsheet located at:
<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/qmp/default.aspx>
6. Design an appropriate paste content based upon the Performance-based PCC Mix Design Guide located at:
<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/qmp/default.aspx>
7. Provide a minimum $V_{\text{paste}}/V_{\text{voids}}$ of 1.25. (Paste/Void ratio equals the volume of paste divided by the volume of voids.).
8. Evaluate workability of trial batches by following section 6.8 of AASHTO Draft Performance Engineered Concrete Pavement Mixtures Specifications located at:
<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/qmp/default.aspx>
9. Submit trial batch workability results when submitting the mix design.
10. Submit the CP Tech center computer spreadsheet concrete mix design to the engineer for review at least 3 business days before producing concrete.

11. Provide a minimum cement content of 520 pounds per cubic yard, except if using type I, IL, or III cement in a mix where the geologic composition of the coarse aggregate is primarily igneous or metamorphic materials, provide a minimum cement content of 660 pounds per cubic yard.
12. The contractor may use class C fly ash or grade 100 or 120 slag as a partial replacement for cement. For binary mixes use up to 30% fly ash or slag. For ternary mixes use up to 30% fly ash plus slag in combination. Replacement values are in percent by weight of the total cementitious material in the mix.
13. See CMM 8-70.2.2.3 for additional guidance.

Measurement

The department will measure Optimized Aggregate Gradation Incentive by the dollar, for each combined averaged lot of QC test results meeting Table 1.

Payment

The department will pay incentive of 3 percent of the contract unit price for concrete pavement under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
715.0710	Optimized Aggregate Gradation Incentive	DOL
stp-715-005 (20181119)		

51. Flexural Strength for Concrete Mix Design.

This special provision describes optional testing requirements for flexural strength during the mix design process. Conform to standard spec part 7 as modified in this special provision.

Add the following to standard spec table 701-2:

TEST	TEST STANDARD
Flexural Strength of Concrete	AASHTO T97

Replace standard spec 715.2.3.1(1) with the following:

- (1) Provide both compressive and flexural strength information to demonstrate the strength of the proposed mix design. Use either laboratory strength data for new mixes or field strength data for established mixes as follows:
 1. Use at least 5 pairs of cylinders for compressive strength. Demonstrate that the 28-day compressive strength will equal or exceed the 85 percent within limits criterion specified in 715.5.2.
 2. Use at least 5 pairs of beams for flexural strength. Demonstrate that the 28-day flexural strength will equal or exceed 650 psi.

stp-715-010 (20170615)

52. Roadway Embankment, Item SPV.0035.001

Conform to standard spec 207 unless modified by this special provision.

A Description

Replace standard spec 207.1(1) with the following:

This section describes providing and placing, in embankments and in miscellaneous backfills, material obtained under the bid items in the roadway and drainage excavation or excavation for structure sections; or material obtained under Borrow as specified in standard spec 208 and modified under these special provisions.

B Materials

Conform to standard spec 207.2.

C Construction

Conform to standard spec 207.3 and as follows:

Prior to placement of fill material, proof-roll the existing native cohesive soil using a heavily loaded triaxle truck or similar construction equipment.

D Measurement

Replace standard spec 207.4(1) with the following:

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

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

If it is not possible to compute volumes of the various classes of roadway and drainage embankment by the method of average end areas due to erratic location of isolated deposits, the department may compute the volumes by alternative methods involving 3-dimensional measurements.

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

E Payment

Replace standard spec 207.5(1) with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.001	Roadway Embankment	CY

Payment is full compensation for providing material from roadway excavation or borrow material; and for forming, compacting, shaping, sloping, trimming, finishing, and maintaining the embankments.

The department will pay for all work associated with select borrow material separately as specified under the Select Borrow bid item.

The department will pay for erosion control, fertilizing, and seeding of borrow sites and associated areas separately as specified for borrow sites and material disposal sites in standard spec 628.5.1.

ASP-5 will be applied to this item. The Fuel Usage Factor for this item is 0.23.

53. High Performance Concrete (HPC) Masonry Structures, Item SPV.0035.700.

This special provision describes specialized material and construction requirements for high-performance concrete used in bridge structures. Conform to standard spec 501, 502, and 509, as modified in this special provision. Conform to standard spec 715 for QMP Concrete Pavement and Structures.

MODIFY STANDARD SPECIFICATIONS AS FOLLOWS:

501.2.5.4.1 General

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

LA Wear (100 and 500 revolutions)	AASHTO T96
Sodium Sulfate Soundness (R-4, 5 cycles)	AASHTO T104
Freeze-Thaw Soundness	AASHTO T103
Lightweight Pieces ^[1]	AASHTO T113

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

- (2) Contact the engineer a minimum of 4 weeks prior to placing concrete to collect a sample of aggregates proposed for the project. The engineer will obtain the sample, or observe the contractor obtaining the sample. The sampler must be HTCP certified to sample aggregates.
- (3) The department will randomly sample coarse aggregate for lightweight pieces testing at least once at least once per 10,000 cubic yards during HPC structure concrete production.
- (4) Use clean, hard, durable crushed limestone free of an excess of thin or elongated pieces, frozen lumps, vegetation, deleterious substances, or adherent coatings considered injurious.
- (5) Use virgin aggregates only.

501.2.5.4.2 Deleterious Substances

Replace paragraph one with the following:

The amount of deleterious substances must not exceed the following percentages:

DELETERIOUS SUBSTANCE	PERCENT BY WEIGHT
Shale	1.0
Coal	1.0
Clay lumps	0.3
Soft fragments	5.0
Any combination of above	5.0
Thin or elongated pieces based on a 3:1 ratio	15.0
Materials passing the No. 200 sieve	1.5
Lightweight Pieces	2.0

501.2.5.4.3 Physical Properties

Replace paragraph one with the following:

The percent wear must not exceed 35, the weighted soundness loss must not exceed 6 percent, and the weighted freeze-thaw average loss must not exceed 12 percent.

501.3.2.4.3.3 Extended Delivery Time

Delete paragraph one.

501.3.5.1 General

Replace paragraph one with the following:

Use central-mixed concrete as defined in standard spec 501.3.5.1(2) for all work under this special provision.

501.3.5.2 Delivery

Replace paragraph three with the following:

Deliver and completely discharge concrete within 1 hour beginning when adding water to the cement, or when adding cement to the aggregates. A decrease in air temperature below 60° F or the use of department-approved retarders does not increase the discharge time.

501.3.7.1 Slump

Replace the entire text with the following:

Use a 2-inch to 4-inch slump.

Perform the slump tests for concrete according to AASHTO T119.

501.3.8.2.1 General

Replace the entire text with the following:

The contractor is responsible for the quality of the concrete placed in hot weather. Submit a written temperature control plan at or before the pre-pour meeting. In that plan, outline the actions the contractor will take to control concrete temperature if the concrete temperature at the point of placement exceeds 80° F. Do not place concrete without the engineer's written acceptance of that temperature control plan. Perform the work as outlined in the temperature control plan.

If the concrete temperature at the point of placement exceeds 80° F, do not place concrete for items covered in this special provision.

Notify the engineer whenever conditions exist that might cause the temperature at the point of placement to exceed 80° F. If project information is not available, the contractor should obtain information from similar mixes placed for other nearby work.

The department will pay \$0.75 per pound for the quantity of ice required to reach a target temperature of 75° F if the following conditions are met:

The un-iced concrete temperature exceeds 80° F.

The contractor has performed the actions outlined in the contractor's accepted temperature control plan.

The contractor elects to use ice.

501.3.8.2.2 Bridge Decks and Structural Approach Slabs

Replace the entire text with the following:

- (1) Do not place concrete for bridge decks or structural approach slabs when the ambient air temperature is above 80° F.
- (2) For concrete placed in bridge decks and structural approach slabs, submit a written evaporation control plan at each pre-pour meeting. In that plan, outline the actions the contractor will take to maintain concrete surface evaporation at or below 0.15 pounds per square foot per hour. Do not place concrete for bridge decks or structural approach slabs without the engineer's written acceptance of that evaporation control plan. Perform the work as outlined in the evaporation control plan.
- (3) If predicting a concrete surface moisture evaporation rate exceeding 0.15 pounds per square foot per hour, do not place concrete for bridge decks or structural approach slabs.
- (4) Provide evaporation rate predictions to the engineer 24 hours prior to each bridge deck or structural approach slab pour.
- (5) Compute the evaporation rate from the predicted ambient conditions at the time and place of the pour using the nomograph, or computerized equivalent, specified in CMM 5.25, figure 1. Use weather information from the nearest national weather service station. The engineer will use this information to determine if the pour will proceed as scheduled.
- (6) At least 8 hours before each pour, the engineer will inform the contractor in writing whether or not to proceed with the pour as scheduled. If the actual computed evaporation rate during the pour exceeds 0.15 pounds per square foot per hour, at the sole discretion of the engineer, the contractor may be allowed to implement immediate corrective action and complete the pour.

502.3.5.4 Superstructures

Delete paragraph five.

502.3.7.8 Floors

Delete paragraph 13.

Replace paragraphs 14 and 15 with the following:

- (14) If staging requires public traffic on bridge deck prior to polymer overlay application, transversely tine finish the floors of structures with approach pavements designed for speeds of 40 mph or greater as specified in 415.3.8.3, except make the tining 1/8 inch in depth and do not perform tining within 12 inches of gutters. The contractor may apply a broom finish, described below, instead of the artificial turf drag finish required before tining. The contractor may perform tining manually, if it obtains a finish satisfactory to the engineer. Perform tining within 20 degrees of the centerline of bearing of the substructure units on bridge decks having skew angles of 20 degrees or greater.
- (15) If providing a broom finish, draw the broom transversely across the full width of the pavement with adjacent strokes slightly overlapping. Perform brooming to produce uniform corrugations and approximately 1/8 inch in depth. Complete brooming before concrete hardens and this operation tears or roughens the surface. Brooming shall provide a surface free from rough or porous areas, irregularities, and depressions that result from improper broom handling. Furnish brooms of a sufficient quality, size and construction, and operate them to produce a surface finish the engineer approves. Provided the contractor obtains satisfactory results, the engineer will allow manual brooming instead of mechanical brooming.

Add the following to the end as paragraphs 19, 20 and 21:

- (19) Do not place bridge deck concrete more than 10 feet ahead of the finishing machine. If there is a delay of more than 10 minutes during the placement of a bridge deck, cover all concrete (unfinished and finished) with wet burlap to protect the concrete from evaporation until placement operations resume.
- (20) Hand finishing, except for the edge of deck, must be kept to a minimum. The finishing machine must be equipped with a pan behind the screed. Apply micro texture using a broom or turf drag following the use of a 10-foot straight edge. Only finish by hand as necessary to close up finished concrete. Begin wet curing the deck immediately following the micro texture.
- (21) For bridge decks with a design speed of 40 mph or greater that will not receive a polymer overlay under this contract, provide longitudinal grooving according to the provision included in this contract. For bridges receiving a polymer overlay under this contract, provide longitudinal grooving on structural approach slabs according to the provision in this contract.

502.3.8.1 General

Replace paragraph one with the following:

Maintain adequate moisture throughout the concrete mass to support hydration for at least 14 days.

502.3.8.2.1 General

Replace the entire text with the following:

Wet cure the concrete for bridge decks, sidewalks and raised medians for 14 days by use of a soaker hose system, or other engineer-approved methods. Cover the finished surface of bridge decks and overlays with one layer of wetted burlap or wetted cotton mats within 10 minutes after the finishing machine has passed. Apply the burlap/cotton gently so as to minimize marking of the fresh concrete. Keep the first layer of burlap/cotton continuously wet until the bridge deck or overlay is sufficiently hard to apply a second layer of wetted burlap/cotton. Immediately after applying the second layer of burlap/cotton, continue to keep the deck wet until placing and activating the soaker hose system. Throughout the remainder of the curing period, keep the burlap/cotton continuously wet with soaker hoses hooked up to a continuous water source. Inspect the burlap/cotton twice daily to ensure the entire surface is moist. If necessary, alter the soaker hose system as needed to ensure the entire surface is completely covered and stays moist. After 48 hours from the time of completion of the bridge deck or overlay pour, the soaker hose system and burlap/cotton may be covered with polyethylene sheeting. Provide a continuous flow of water through the soaker hose system for the entire curing period.

Do not uncover any portion of the deck at any time for any reason during the first 7 days of the curing period.

Set up and test the fogging system before each bridge deck, raised median and sidewalk pour. The fogging system must remain set up and in operating condition for the duration of the pour.

502.3.8.2.3 Decks

Delete the entire text.

502.3.8.2.4 Parapets

Replace the entire text with the following:

Cure the inside and outside concrete faces and tops of railings or parapets by covering with wetted burlap immediately after form removal and surface finish application. Keep the burlap thoroughly wet for at least 7 days; or by covering for the same period with thoroughly wet polyethylene-coated burlap conforming to standard spec 501.2.9.

Secure coverings along all edges to prevent moisture loss.

502.3.9.6 Bridge Decks

Replace paragraph two with the following:

Protect the underside of the deck, including the girders, for bridge deck and overlay pours by housing and heating when the national weather service forecast predicts temperatures to fall below 32° F during the cold weather protection period. Maintain a minimum temperature of 40° F in the enclosed area under the deck for the entire 14-day curing period.

502.5.1 General

Replace paragraph one with the following:

The department will pay for plan quantities according to standard spec 109.1.1.2 at the contract unit price and incidentals necessary to complete the work under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.700	High Performance Concrete (HPC) Masonry Structures	CY

710.5 Sampling and Testing

Add the following:

710.5.7 Chloride Penetration Resistance

- (1) For each new or changed mix design, measure chloride penetration resistance according to AASHTO T 277 (Rapid Chloride Permeability Test) at a frequency of 1 test per 3 months (quarterly) of production.
- (2) Permeability samples for AASHTO T 277 testing must be stripped of their molds and wet cured to an age of 7 days in a standard moist room or water tank. After 7 days, submerge the samples in water heated to 100° F until an age of 28 days. Upon completion of the curing process, obtain one sample from each cylinder and test according to AASHTO T 277.
- (3) Ensure that the initial accepted mix designs meet the chloride penetration resistance limit of 1,500 coulombs based on the AASHTO T 277 Rapid Chloride Permeability test. Chloride resistance testing conducted quarterly using AASHTO T 277 Rapid Chloride Permeability Test during production will not be used for acceptance of previously accepted mixes and concrete masonry mixed and placed according to the contract requirements. For quarterly chloride resistance test results exceeding 1,500 coulombs, the department may require adjustment of the concrete mix going forward to improve the chloride penetration resistance.

715.2.3.2 Structures

Replace paragraph one with the following:

- (1A) Develop and test each mix to be used for HPC Masonry Structures. Produce a laboratory trial mix for each mix, as well as a trial mix from each plant used to supply the project. Test all mixes at a department-qualified laboratory.
- (1B) The laboratory trial mix data must include the results of the following tests:
 1. AASHTO T119 Slump of Hydraulic Cement Concrete.
 2. AASHTO T121 Mass per Cubic Foot, Yield.
 3. AASHTO T152 Air Content.
 4. AASHTO T22 Compressive Strength.
 5. AASHTO T277 Rapid Determination of the Chloride Permeability of Concrete, using the modified curing procedure according to standard spec 710.5.7. (2) herein.
 6. AASHTO T309 Temperature.
 7. Water Cement Ratio.

- (1C) The 28-day compressive strength must be greater than or equal to 4000 psi. The 28-day results of the permeability test must be less than or equal to 1500 coulombs.

Replace paragraph two with the following:

- (2) Provide a minimum cementitious content of 470 pounds per cubic yard and a maximum cementitious content of 540 pounds per cubic yard. For all superstructure and substructure concrete, unless the engineer approves otherwise in writing, conform to one of the following:
 1. Use class C fly ash or grade 100 or 120 slag as a partial replacement for Portland cement. For binary mixes use 15% to 30% fly ash or 20% to 30% slag. For ternary mixes use 15% to 30% fly ash plus slag in combination. Percentages are stated as percent by weight of the total cementitious material in the mix.

Use a type IP or IS blended cement.

(10/26/2016)

**54. Baseline CPM Progress Schedule, Item SPV.0060.001;
CPM Progress Schedule Updates and Accepted Revisions, Item SPV.0060.002.**

Replace standard spec 108.4 with the following:

108.4 Critical Path Method Progress Schedule

108.4.1 Software

Use the latest version of Oracle (Primavera) Project Manager (P6) version 7.0 or newer to prepare the Initial Work Plan Schedule, Baseline CPM Progress Schedule, and all Monthly CPM Updates.

108.4.2 Personnel

Designate a Project Scheduler who will be responsible for scheduling the Work and submit for department approval a professional resume describing a minimum of 3 years of developing and managing specific CPM scheduling experience on major (interstate) highway reconstruction projects or projects of similar size and complexity. This includes recent experience using Oracle P6 software.

108.4.3 Definitions

The department defines terms used in standard spec 108.4 as follows:

Activity

A task, event or other project element on the schedule, during the course of the project that contributes to completing the project. Activities have a description, scheduled (or actual) start and finish dates, duration and one or more logic ties.

Critical Path

The longest continuous path of activities through the project that has the least amount of total float. In general, a delay on the critical path will extend the scheduled completion date.

Critical Path Method (CPM)

A network based planning technique using activity durations and the relationships between activities to mathematically calculate a schedule for the entire project.

Construction Activity

Construction activities are discrete work activities performed by the contractor, subcontractors, utilities, or third parties within the project limits.

CPM Progress Schedule

A Critical Path Method (CPM) Progress Schedule is a network of logically related activities. The CPM schedule calculates when activities can be performed and establishes the critical or longest continuous path or paths of activities through the project.

Data Date

The earliest work period after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "as-planned."

Department's Preliminary Construction Schedule (PCS)

The department's schedule for the contract work, developed during design, and provided to the contractor for informational purposes only.

Float

Float, as used herein, is the total float of an activity; i.e., it is the amount of time between the date when an activity can start (the early start), and the date when an activity must start (the late start). In cases where the total float of an activity has a different value when calculated based on the finish dates, the lower (more critical) value will govern.

Forecast Completion Date

The completion date(s) predicted by the latest accepted CPM Update, which may be earlier or later than the contract completion date(s), depending on progress.

Fragnet

A group of logically-related activities, typically inserted into an existing CPM schedule to model a portion of the project, such as the work associated with a change order or delay impact.

Initial Work Plan Schedule

The Initial Work Plan (IWP) Schedule is a time-scaled CPM schedule showing detailed activities for the first 90 calendar days of work and summary level activities for the remainder of the project.

Intermediate Milestone Date

A contractually required date for the completion of a portion of the work, so that a subsequent portion of the work or stage of traffic phasing may proceed.

Master Program Schedule

The department's schedule for the overall IH 39 Corridor Management Program, including intermediate milestone dates contract completion dates and codes.

Procurement Activity

Procurement activities are activities of duration reflecting contractor preparation and submittal of material submittals, department approval of material submittals, material fabrication durations, and material delivery durations.

Work Breakdown Structure (WBS)

A framework for organizing the activities that makes up a project by breaking the project into successively greater detail by level. A WBS organizes the project work. It does not address the sequencing and scheduling of project activities.

108.4.4 Department's Preliminary Construction Schedule

The department's Preliminary Construction Schedule was developed during the design phase of the contract. Its purpose was to illustrate work areas per Stage/Phase of construction. Durations and resource availability are department estimates only. Contractor is solely responsible for its use of means and methods and as such is fully responsible for determining durations based on own estimate of production and available resources. The suggested use of the department's Preliminary Construction Schedule is ease of identification of work availability during each Stage/Phase and the logical relationship between the Stages/Phases. The Preliminary Construction Schedule reflects one possible approach to completing the work, consistent with the traffic phasing requirements and the interim/final completion date(s) contained in the contract. The logic contained in the Preliminary Construction Schedule is not intended to alter or supplement contract requirements for the phasing of the work, but to reflect those requirements. Any reliance on the department's Preliminary Construction Schedule is at the sole risk of the contractor.

108.4.5 Contractor's Scheduling Responsibilities

The CPM Schedule shall be a tool capable of forward planning and monitoring the Project. The schedule will further be used as a communication tool between the contractor and the department. It will be used to illustrate the plan, develop what-if scenarios, and analyze impacts. The accuracy and completeness of the CPM Schedule will benefit both the contractor and the department. The CPM schedule is the contractor's committed plan to complete all work within the completion deadlines.

The contractor shall submit to the department initial and monthly update schedules, each consistent in all respects with the time and order of work requirements of the contract. The project work shall be executed in the sequence indicated on the current accepted schedule. Schedules shall show the order in which the contractor proposes to carry out the work with logical links between activities, and calculations made using the critical path method to determine the controlling operation or operations. The contractor is responsible for assuring that each schedule shows a coordinated plan for complete performance of the work. Schedule the Work in the manner required to achieve the completion date and intermediate milestone dates specified in the Prosecution and Progress Special Provision.

Contractor project management personnel shall actively participate in the schedule development, the monthly updating of progress, and all schedule revisions throughout the entire duration of the contract. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate schedule.

108.4.6 Submittals

108.4.6.1 Initial Work Plan Schedule

Submit an Initial Work Plan (IWP) Schedule consisting of the following:

1. Provide a detailed plan of activities to be performed during the first 90 calendar days of the contract. Provide construction activities with durations not greater than 28 calendar days (20 business days), unless the engineer accepts requested exceptions.
2. Provide activities as necessary to depict administrative work, including submittals, reviews, material procurements, inspections, and all else necessary to complete the work as described in the contract documents. Activities other than construction activities may have durations greater than 28 calendar days (20 business days).
3. Provide activities as necessary to depict third-party work related to the contract.
4. Provide summary activities for the balance of the project beyond the first 90 calendar days of the project. Summary activities may have durations greater than 28 calendar days (20 business days).
5. Submit the IWP Schedule, including the P6 native data file (XER) and an electronic file (PDF). Submit the P6 native data file (XER) and an electronic file (PDF) to the following DOT email boxes; DOTDTSWMEGASCHEDULERS@dot.wi.gov and I39project@dot.wi.gov.
6. Following department receipt of the IWP Schedule, allow 10 business days for department review and return of comments. Within 5 business days of receiving the IWP Schedule, the department will schedule a workshop for the contractor to present the IWP Schedule and to answer questions raised during the department's review. Provide formal responses to the comments and resubmit the IWP Schedule as necessary. A notice to proceed will not be issued until the engineer accepts the IWP Schedule. The department will use the IWP Schedule to monitor the progress of the work until the Baseline CPM Progress Schedule is accepted.
7. Submit an updated version of the IWP Schedule on a bi-monthly basis (every other week) until the engineer accepts the Baseline CPM Progress Schedule. With each update, include actual start dates, completion percentages, and remaining durations for activities started but not completed. Include actual finish dates for completed activities.

108.4.6.2 Baseline CPM Progress Schedule

Within 10 business days of receiving an approved IWP Schedule, as required in the contract, submit a Baseline CPM Progress Schedule and written narrative consisting of the following:

1. Develop the Baseline CPM schedule. The Baseline CPM is the contractor's committed plan to complete the Work within the time frames required to achieve the contract completion date and intermediate milestone dates. The department will use the schedule to monitor the progress of the work. Include the following:
 - 1.1 Provide a detailed plan of activities to be performed during the entire contract duration, including all administrative and construction activities required to complete the work as described in the contract documents. Provide construction activities with durations not greater than 28 calendar days (20 business days), unless the engineer accepts requested exceptions.
 - 1.2 Provide activities as necessary to depict administrative work, including submittals, reviews, material procurements, inspections, and all else necessary to complete the work as described in the contract documents. Activities other than construction activities may have durations greater than 28 calendar days (20 business days).
 - 1.3 Provide activities as necessary to depict third-party work related to the contract. Third-party work activities may include but is not limited to Railroads, Utilities, Real Estate and local government agencies.
 - 1.4 Make allowance for specified work restrictions, non-working days, time constraints, calendars, and potential or approved weather delays; reflect involvement and reviews by the department; and coordination efforts with adjacent contractors, utility owners, and other third parties.

- 1.5 With the exception of the Project Start Milestone and Project Completion Milestone, all activities must have predecessors and successors. Predecessors and successors shall not be linked to the same activity with different relationship types. The start of an activity shall have a Start-to-Start or Finish-to-Start relationship with preceding activities. The completion of an activity shall have a Finish-to-Start or Finish-to-Finish relationship with succeeding activities. Do not use Start-to-Finish relationships. Do not use Finish-to-Start relationships with a lag or overlap unless the engineer accepts requested exceptions. Include and discuss request for exceptions in the schedule narrative provided with each schedule submittal.
- 1.6 Schedule activities shall include the following:
 - a. A clear and legible description. The use of abbreviations shall be limited. Descriptions shall include an action verb describing the work performed, a basic description of the materials used, and, where applicable, a general location of the work.
 - b. Codes for Contract ID / WisDOT Project ID, Responsibility, Stage, and Area. The department may provide additional codes for use within department reporting.
 - c. Activities shall carry a single Responsibility assignment.
 - 1.1 Schedule all intermediate milestones in the proper sequence and input as either a "Start on or After" or "Finish on or Before" date. Do not use other constraint types, within the software, without prior approval by the engineer. Do not apply date constraints on any work tasks without prior approval by the engineer. Provide predecessors and successors for each intermediate milestone as necessary to model each Stage of the Work. Unless the engineer accepts a requested exception, the schedule shall encompass all the time in the contract period between the starting date and the specified completion date.
 - 1.2 Develop and submit an anticipated cash-flow curve for the project within the P6 application, based on the Baseline CPM schedule by assigning cost values to selective work tasks within the CPM schedule that total the value of the contract.
 - 1.3 Provide budgeted quantities consistent with the bid quantities on selective construction tasks within the CPM schedule. The engineer will provide a summarized list of 30 generalized quantity items that will be identified and applied by the contractor using the P6 software application.
2. Provide an electronic PDF of the CPM schedule depicting the CPM network. Organize the logic diagram by grouping related activities, based on the activity codes in the CPM.
3. Provide a written narrative with the Baseline CPM explaining the planned sequence of work, as-planned critical path, critical activities for achieving intermediate milestone dates, traffic phasing, and planned labor and equipment resources. Use the narrative to further explain:
 - 3.1 The basis for activity durations in terms of production rates for each major type of work (number of shifts per day and number of hours per shift), and equipment usage and limitations.
 - 3.2 Use of constraints.
 - 3.3 Use of calendars.
 - 3.4 Estimated number of adverse weather days on a monthly-basis.
 - 3.5 Scheduling of permit and environmental constraints, and coordination of the schedule with other contractors, utilities, and public entities.
4. Submit the Baseline CPM schedule including the P6 native data file (XER) and an electronic file (PDF). Submit the P6 native data file (XER) and an electronic file (PDF) to the following dot email boxes; DOTDTSDSWMEGASCHEDULERS@dot.wi.gov and I39project@dot.wi.gov.

Within 10 business days of receiving the Baseline CPM schedule, the department will schedule a workshop, review the submittal, and return review comments.

Within 5 business days after the Baseline CPM scheduling workshop, the department will either accept the contractor's Baseline CPM schedule or provide additional comments. Within 5 business days, address the department's comments and resubmit a revised Baseline CPM, including formal responses to the department's review comments. If the engineer requests justifications for activity durations provide information that may include estimated labor, equipment, unit quantities, and production rates used to determine the activity duration.

The engineer will accept the Baseline CPM based solely on whether the schedule is complete as specified in this section and meets the requirements of the contract. The engineer's acceptance of the schedule does not modify the contract and does not relieve the contractor from meeting the contract requirements.

The department will not consider requests for contract time extensions as specified in standard spec 108.10 or additional compensation for delay specified in standard spec 109.4.7 until the department accepts the Baseline CPM schedule.

108.4.6.3 Monthly CPM Schedule Updates

Submit CPM Schedule updates on a monthly basis after acceptance of the Baseline CPM Schedule. With each CPM Schedule update, include the following:

1. Actual start dates, completion percentages, and remaining durations for activities started but not completed, and actual finish dates for completed activities, through the final acceptance of the project.
2. Additional activities as necessary to depict additions to the contract by changes and logic revisions as necessary to reflect changes in the contractor's plan for prosecuting the work.
3. Include a narrative report that includes a brief description of monthly progress, changes to the critical path from the previous update, sources of potential delay, work planned for the next 30 calendar days, and all changes to the CPM Schedule. Changes to the CPM Schedule include the addition or deletion of activities, changes to activity descriptions, original durations, relationships, overlap (lag/lead), constraints, calendars, or previously recorded actual dates. Justify changes to the CPM Schedule in the narrative by describing associated changes in the planned methods or manner of performing the work or changes in the work itself.
4. Submit each CPM Schedule update; including the P6 native data file (XER) and an electronic file (PDF) on 3 separate CD-ROM's. Submit the P6 native data file (XER), the electronic file (PDF), responses to the DOT review comments, and the progress schedule update narrative to the following dot email boxes; DOTDTSWMEGASCHEDULERS@dot.wi.gov and I39project@dot.wi.gov.
5. Within 10 business days of receiving each CPM Schedule update, the engineer will provide formal review comments and schedule a meeting, if necessary, to address comments raised in the department's review. Address the department's comments and resubmit a revised CPM Schedule update within 5 business days after the department's request.

108.4.6.4 Three-Week Look-Ahead Schedules

Submit Three-Week Look-Ahead Schedules on a weekly basis after NTP. The schedule shall be prepared by computer. Provide 3 hard copies (11" x 17") to the engineer. With each Three-Week Look-Ahead include:

1. Activities underway and as-built dates for the past week.
2. Actual as-built dates for completed activities through final acceptance of the project.
3. Planned work for the upcoming 3-week period.
4. The activities of the Three-Week Look-Ahead schedule shall include the activities underway and critical RFIs and submittals, based on the CPM schedule. The Three-Week Look-Ahead may also include details on other activities not individually represented in the CPM schedule.
5. On a weekly basis, the department and the contractor shall agree on the as-built dates depicted in the Three-Week Look-Ahead schedule or document any disagreements. Use the as-built dates from the Three-Week Look-Ahead schedules for the month when updating the CPM schedule.

108.4.6.5 Weekly Production Data

Provide estimated and actual weekly production curves for items of work on a weekly basis for applicable items of work as requested by the department including but not limited to the following:

1. Provide data on the following items by the units specified:
Underground Facilities – LF per week
Retaining Walls – SF per week
 - o MSE Walls
 - o Other Wall Types

Bridge Construction

- o Foundation Pile – EACH per week
- o Foundation/Substructure Concrete – CY per week
- o Structural Steel Girders – EACH per week
- o Prestressed Concrete Girders – EACH per week
- o Deck Formwork – SF per week
- o Roadway Excavation – CY per week
- o Roadway Embankment – CY per week

Roadway Structural Section

- o Grading/Subgrade Preparation – SY per week
- o Base Material Placement – TON per week
- o Base Material Subgrade Preparation – SY per week
- o Asphaltic Base – TON per week
- o Asphaltic and HMA Pavements – TON per week
- o Concrete Pavement – SY per week
- o Concrete Pavement – CY per week
- o Finishing Items – SY per week

Note: Base material shall include all breaker run, base aggregate, subbase items or other base items included in the contract. Provide production information for each individual base material item.

2. For each item, indicate the actual daily production for the past week and the anticipated weekly production for the next week. Also include cumulative production curves showing the production information for each item to date.
3. Submit the data in an electronic spreadsheet format at the same time the Three-Week Look-Ahead is submitted. On a weekly basis, the department and the contractor shall agree on the production data or document any disagreements.

108.4.7 Progress Review Meetings

After completing the weekly submittal of the Three-Week Look-Ahead Schedules and production data, attend a weekly progress review meeting to review the submittals with the department. At the meeting, address comments as necessary, and document agreement or disagreement with the department.

After submitting the monthly update and receiving the engineer's comments, attend a job-site meeting, as scheduled by the engineer, to review the progress of the schedule. At that meeting, address comments as necessary, and document agreement or disagreement with the department. The monthly meeting will be coordinated to take place on the same day and immediately before or after a weekly meeting, whenever possible.

108.4.8 CPM Progress Schedule Revisions

A CPM Progress Schedule Revision may be submitted, prior to the next CPM Monthly Update, if necessary due to changes in the Work or project conditions as authorized by the engineer. Prepare the CPM Revision in the same format as required for CPM Monthly Updates, including justification for changes to the schedule. The process for comment and acceptance of a CPM Revision will be the same as for CPM Monthly Updates. If the CPM Revision is accepted, prepare the next monthly update based on the revised CPM. If the CPM Revision is rejected, prepare the next monthly update based on the previous month's update.

The engineer will monitor the progress of the work and may request revisions to the CPM schedule. Revise the schedule as requested by the engineer and submit a CPM Progress Schedule Revision within 10 business days of the request. The process for comment and acceptance of a CPM Revision will be the same as for CPM Monthly Updates. The engineer may request that the contractor revise the CPM schedule for one or more of the following reasons:

1. The forecast completion date is scheduled to occur more than 14 calendar days after the contract completion date.
2. An intermediate milestone is scheduled to occur more than 14 calendar days after the date required by the contract.

3. The engineer determines that the progress of the work differs significantly from the current schedule.
4. A contract change order requires the addition, deletion, or revision of activities that causes a change in the contractor's work sequence or the method and manner of performing the work.

108.4.9 Documentation Required for Time Extension Requests

The information below is to be applied in compliance with standard spec 108.9 and 108.10 and does not replace the above mentioned specifications. To request a time extension to an intermediate milestone date or the contract completion date associated with changes to the work, provide a narrative document separate from the monthly schedule update narrative document that specifically details the work added or deleted and the other activities affected and or impacted based on the latest accepted CPM Monthly Update. For added work including impact delay activities, submit a proposed fragnet of activities to be added or revised in the CPM schedule, indicating how the fragnet is to be tied to the CPM schedule.

To request a time extension to an intermediate milestone date or the contract completion date associated with delays to the work, provide a narrative detailing the affected activities and the cause of the delay, based on the latest accepted CPM Monthly Update. Requests for time extensions due to delays shall meet the following criteria:

1. For requests to extend the contract completion date, include a detailed description of how the delay, or additional work, affected the project's critical path, based on the latest accepted CPM Monthly Update.
2. For requests to extend an intermediate milestone date, include a description of how the delay, or additional work, affected the controlling (longest) path to the milestone, based on the latest accepted CPM Monthly Update.
3. The department and the contractor agree that the float is not for the exclusive use or financial benefit of either party. Either party has the full use of the float on a first come basis until it is depleted.

108.4.10 Measurement for CPM Progress Schedule

The department will measure Baseline CPM Progress Schedule for each required submittal, acceptably completed.

The department will measure CPM Progress Schedule Updates and Accepted Revisions for each required submittal, acceptably completed.

108.4.11 Payment for CPM Progress Schedule

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.001	Baseline CPM Progress Schedule	EACH
SPV.0060.002	CPM Progress Schedule Updates and Accepted Revisions	EACH

Payment is full compensation for furnishing all work required under these bid items. The department will pay the contract unit price for the Baseline CPM Progress Schedule after the department accepts the schedule. Thereafter, the department will pay the contract unit price for each monthly CPM Progress Schedule update acceptably completed. The department will pay the contract unit price for CPM Revisions, if the department accepts the revision. The department will not pay for proposed revisions that are not accepted.

Failure to provide satisfactory schedule submittals within the times specified will result in liquidated damages being assessed and may result in the department managing to the contractor's latest accepted schedule until such time as the contractor submits an updated or revised schedule.

If the contractor does not provide satisfactory progress schedule submittals, updates and revisions, within the time specified by these specifications, the department will assess liquidated damages. The department will deduct the amount of \$500 per calendar day due to the contractor for every calendar day that the submission of the Initial Work Plan Schedule, Baseline CPM Progress Schedule, Revised CPM Progress Schedule, and the Monthly Progress Schedule is delinquent.

If the Initial Work Plan Schedule, Baseline CPM Progress Schedule, Revised CPM Progress Schedule, and the Monthly Progress Schedule update submittals are not received by the department within 10 business days after the submittal time specified, and, within 10 days of the submittal date, the engineer finds the schedule submittal unacceptable, the department will only make progress payments for the value of materials, as specified in standard spec 109.6.3.2.1, until the schedule is submitted and found acceptable.

(10/25/2017)

55. Test Pits, Item SPV.0060.003.

A Description

This special provision describes excavating test pits and backfilling as directed by the engineer and geotechnical engineer and as hereinafter provided. Test pits are for the purpose of locating and relieving trapped water within the existing roadway embankments.

B Materials

Construct test pits conforming to standard spec 205.2 for Roadway Excavation.

Provide materials to conform to standard spec 312.2 for Select Crushed Material.

C Construction

All excavation of test pits shall be performed during daytime hours. The engineer and geotechnical engineer (Hassen A. Hassen, Hassen.Hassen@dot.wi.gov) shall be present during excavation.

The location of test pits shall be determined by the engineer and geotechnical engineer. Contact the engineer at least 4 weeks prior to earthwork operations. Test pits shall be excavated at least 2 weeks prior to roadway excavation operations. Different timelines, to meet particular projects' needs, may be required by the engineer and geotechnical engineer.

Excavate the foreslope of the existing roadway embankment beginning at the edge of the existing subgrade shoulder point at a slope of 1:1 down to the elevation of the toe of existing slope, but no lower than 1 foot above the ditch flow line if a ditch is present. Excavations shall be 10 feet wide measured parallel to the roadway shoulder. The bottom of the test pit shall be sloped to drain away from the roadway.

If water is present or seeping from the embankment, backfill with select crushed where the test pit is located on an embankment that is supporting live traffic. Place select crushed to stabilize the test pit and allow water to seep out. If the embankment is not supporting live traffic, then the test pit shall remain open and maintained until seeping stops or as approved by the engineer and geotechnical engineer.

If water is not present or seeping from the embankment, backfill the test pit with roadway embankment or a material approved by the engineer and geotechnical engineer.

D Measurement

The department will measure Test Pits by each unit, acceptably installed.

The department will measure Select Crushed Material as specified in standard spec 312.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.003	Test Pits	EACH

Payment is full compensation for furnishing all engineer approved work specified including excavating, sloping, shaping, stockpiling, backfilling with select crushed material, compacting, and maintaining.

The department will pay for select crushed material under the select crushed item 312.0110. The department will pay for erosion control, if required, under the erosion control bid items.

56. Roadway Cleanup, Item SPV.0060.004.

A Description

This special provision describes removing trash, tires and other debris from the IH 39 roadway during construction operations.

B (Vacant)

C Construction

Roadway cleanup will be scheduled by the department to occur on a once per month basis. For months with holiday work restrictions, the cleanup will be scheduled to occur immediately prior to the holiday break. The cleanup will occur on a weeknight, Tuesday through Thursday, during the time from 12:00 AM to 5:00 AM.

Traffic control for roadway cleanup will be provided by the department with the assistance of the Wisconsin State Patrol. A rolling slowdown will be used for traffic control. The necessary advanced signing and law enforcement personnel will be required to be on site prior to and during the rolling slowdown operation. Arrangements for implementing a rolling slowdown on IH 39 will be made by Jeff Gustafson at the Southwest Region Madison office, (608) 516-6400. A rolling slowdown will only be allowed in one direction (northbound or southbound) at a time. Concurrent northbound and southbound rolling slowdowns will not be allowed. A northbound rolling slowdown will occur immediately following a southbound rolling slowdown, or vice versa, to complete the roadway cleanup loop (both northbound and southbound) for the project length.

Provide personnel and equipment capable of retrieving and transporting all types of roadway debris from the travel lanes and shoulders. All debris shall be removed from the roadway and shoulder areas. The debris removal area shall be extended along the outside shoulders to include the construction clear zone.

D Measurement

The department will measure Roadway Cleanup as each individual unit, acceptably completed, which includes both directions of the roadway (northbound and southbound) for the length of the project.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.004	Roadway Cleanup	EACH

Payment is full compensation for Payment is full compensation for providing personnel and equipment to remove debris from the traffic lanes and shoulders for both directions (northbound and southbound) of IH 39, and disposal of collected debris for the duration of the project during construction operations.

57. Install Department Furnished Crash Cushion Low Maintenance, Item SPV.0060.201.

A Description

This special provision describes transporting, installing, and salvaging a department-furnished low maintenance crash cushion at a location as directed by the engineer according to standard spec 614, and as hereinafter provided. Maintenance/repair of a department furnished low maintenance crash cushion is covered under a separate bid item.

B Materials

Replace the first sentence of standard spec 614.2.7(1) with the following:

The department will furnish the low maintenance crash cushion (Model SCI 100GM Crash Attenuator from Smart Cushion Innovations (SCI) Products).

Pick-up and transport the department-furnished low maintenance crash cushion from the department's designated storage site to the project's installation site upon coordination and approval from the engineer.

C Construction

Replace the first sentence of standard spec 614.3.4(1) with the following:

Install a department-furnished low maintenance crash cushion at locations directed by the engineer within 3 days of receiving notification from the engineer.

When its use is no longer needed, the department-furnished low maintenance crash cushion shall be salvaged and returned to the department's storage site.

D Measurement

The department will measure Install Department Furnished Crash Cushion Low Maintenance, as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.201	Install Department Furnished Crash Cushion Low Maintenance	EACH

Payment is full compensation for pick-up and transport from the department's designated storage site to the project, installation, salvaging and transport back to the department's storage site of a department-furnished low maintenance crash cushion as described in this article.

(10/11/2017)

58. Repair State Owned Crash Cushion Low Maintenance, Item SPV.0060.202.

A Description

This special provision describes providing emergency repair services, including the replacement of unusable components or hardware, for state owned crash cushions located on IH 39 or an IH 39 ramp that are damaged due to a vehicular collision during the time this contract is in effect. This work shall be according to standard spec 614, as directed by the engineer, and as hereinafter provided. Repair of a state owned low maintenance crash cushion is covered under a separate bid item. Responding to the incident site with the appropriate staff, equipment and materials is covered under a separate bid item.

B (Vacant)

C Construction

Repairs shall be completed as quickly as possible once repair work is started. Repair work shall be completed off of the traveled way to the maximum extent possible.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the engineer.

D Measurement

The department will measure Repair State Owned Crash Cushion as each individual unit, acceptably repaired.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.202	Repair State Owned Crash Cushion Low Maintenance	EACH

Payment is full compensation for completing the necessary repair work to restore the state-owned crash cushion to a safe and operational condition, including replacement of damaged, unusable components.

The department will pay for additional traffic control measures, if required, under the respective traffic control bid items in the contract.

(10/24/2017)

**59. Repair State Owned Energy Absorbing Terminal (EAT), Item SPV.0060.203;
Repair State Owned Guardrail, Item SPV.0090.200.**

A Description

This special provision describes providing emergency repair services, including the replacement of unusable components or hardware, for state owned energy absorbing terminals or guardrail located on IH 39 or an IH 39 ramp that is damaged due to a vehicular collision during the time this contract is in effect. This work shall be according to standard spec 614, as directed by the engineer, and as hereinafter provided. Responding to the incident site with the appropriate staff, equipment and materials is covered under a separate bid item.

B (Vacant)

C Construction

Repairs shall be completed as quickly as possible once repair work is started. Repair work shall be completed off of the traveled way to the maximum extent possible.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the engineer.

D Measurement

The department will measure Repair State Owned Energy Absorbing Terminal (EAT) as each individual unit, acceptably repaired. The department will measure Repair State Owned Guardrail by the linear foot, acceptably repaired.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.203	Repair State Owned Energy Absorbing Terminal (EAT)	EACH
SPV.0090.200	Repair State Owned Guardrail	LF

Payment is full compensation for completing the necessary repair work to restore the state owned semi-rigid barrier system to a safe and operational condition, including replacement of damaged, unusable hardware.

The department will pay for additional traffic control measures, if required, under the respective traffic control bid items in the contract.

(10/24/2017)

60. Emergency Response to Traffic Incident Involving Guardrail or EAT, Item SPV.0060.204.

A Description

This special provision describes providing prompt response to an emergency repair request involving a damaged guardrail or an Energy Absorbing Terminal (EAT) device on IH 39 or an IH 39 ramp that is damaged due to a vehicular collision during the time this contract is in effect.

B (Vacant)

C Construction

The contractor shall provide appropriate staff to the incident site within 45 minutes of receiving a repair request from the responding agency. Staff deployed shall be capable of immediately assessing the severity of the damage to the device and consult with the department's representative on potential repair or replacement options and the projected timeline to restore the roadside device to its proper working condition. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within 24 hours of the repair completion.

Contact information for the contractor's responsible party (the person or persons in charge of coordinating repair efforts) shall be submitted to the engineer at the pre-construction meeting. This person(s) shall be available 24/7 during the duration of this contract. The contact information for the department's representative will be supplied to the contractor at the pre-construction meeting.

If the contractor fails to be on-site of an incident with appropriate staff within 45 minutes of receiving a repair request, the department will assess the contractor \$2,500 in liquidated damages for each 15-minute interval that the contractor is not present following the allotted 45-minute response time. Increments of 15 minutes or less will be assessed as a 15-minute increment. The engineer, or designated representative, will be the sole authority in determining assessable 15-minute increments. Liquidated damages will be assessed under the administrative item Failing to Open Road to Traffic.

For contractor owned devices, repair work shall be completed according to standard spec 614, and as directed by the engineer. For state-owned devices, repair work is covered under articles "Repair State Owned Guardrail" and "Repair State Owned EAT" of these special provisions. In either case, once repair work has been started, work shall continue until completion. Repair work shall be completed off the traveled way to the maximum extent allowable.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the department's representative

D Measurement

The department will measure Emergency Response to Traffic Incident Involving Guardrail or EAT as each individual response, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.204	Emergency Response to Traffic Incident Involving Guardrail or EAT	EACH

Payment is full compensation for providing a prompt staff response to an emergency repair request for a damaged guardrail or an EAT located within the project limits.

The cost of providing the appropriate level of on-call staff for 24/7 incident response shall be included in the Mobilization bid item for this project.

The department will pay for any additional traffic control measures, if required, under the respective traffic control bid items in the contract.

(11/29/2017)

61. Emergency Response to Pavement Repairs, Item SPV.0060.205.

A Description

This special provision describes providing prompt response to an emergency repair request of damaged or deteriorated concrete or HMA pavement located on IH 39 or an IH 39 ramp. The provisions of this article will not be applicable during a project's winter shutdown period.

B Materials (Vacant)

C Construction

The contractor shall provide staff, equipment, and materials to the incident site within 45 minutes of receiving a repair request from the responding agency. The contractor shall consult with the department's representative on potential repair or replacement options to restore the damaged or deteriorated pavement section to a safe and drivable condition. Staff and equipment deployed shall be capable of completing the needed repairs as quickly as possible once repair work is started. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within 24 hours of the repair completion.

Contact information for the contractor's responsible party (the person or persons in charge of coordinating and completing repair efforts) shall be submitted to the engineer at the pre-construction meeting. This person(s) shall be available 24/7 during the duration of this contract. The contact information for the department's representative will be supplied to the contractor at the pre-construction meeting.

If the contractor fails to be on-site of an incident with appropriate staff and equipment within 45 minutes of receiving a repair request, the department will assess the contractor \$2,500 in liquidated damages for each 15-minute interval that the contractor is not present following the allotted 45-minute response time.

Increments of 15 minutes or less will be assessed as a 15-minute increment. The engineer, or designated representative, will be the sole authority in determining assessable 15-minute increments. Liquidated damages will be assessed under the administrative item Failing to Open Road to Traffic.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the department's representative.

D Measurement

The department will measure Emergency Response to Pavement Repairs as each individual response, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.205	Emergency Response to Pavement Repairs	EACH

Payment is full compensation for providing prompt response to an emergency repair request for damaged or deteriorated concrete or HMA pavement located within the project's construction limits.

The cost of providing the appropriate level of on-call staff, equipment, and materials for 24/7 incident response shall be included in the Mobilization bid item for this project.

The department will pay for concrete pavement or HMA pavement repairs under the respective concrete pavement or HMA pavement bid items in the contract.

The department will pay for any additional traffic control measures, if required, under the respective traffic control bid items in the contract.

(5/6/2019)

62. Emergency Response to Traffic Incident Involving Concrete Barrier Temporary Precast, Item SPV.0060.206.

A Description

This special provision describes providing prompt response to an emergency repair request for damaged and/or dislodged temporary concrete barrier located on IH 39 or an IH 39 ramp that is damaged or displaced due to a vehicular collision during the time this contract is in effect.

B Materials (Vacant)

C Construction

The contractor shall provide staff, equipment, and materials to the incident site within 45 minutes of receiving a repair request from the responding agency. The contractor shall consult with the department's representative on potential repair or replacement options to restore the temporary concrete barrier to proper working condition. Staff and equipment deployed shall be capable of completing the needed repairs as quickly as possible once repair work is started. Repair work shall be completed off the traveled way to the maximum extent allowable. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within 24 hours of the repair completion.

Contact information for the contractor's responsible party (the person or persons in charge of coordinating and completing repair efforts) shall be submitted to the engineer at the pre-construction meeting. This person(s) shall be available 24/7 during the duration of this contract. The contact information for the department's representative will be supplied to the contractor at the pre-construction meeting.

If the contractor fails to be on-site of an incident with appropriate staff and equipment within 45 minutes of receiving a repair request, the department will assess the contractor \$2,500 in liquidated damages for each 15-minute interval that the contractor is not present following the allotted 45-minute response time. Increments of 15 minutes or less will be assessed as a 15-minute increment. The engineer, or designated representative, will be the sole authority in determining assessable 15-minute increments. Liquidated damages will be assessed under the administrative item Failing to Open Road to Traffic.

For contractor owned temporary barrier, repair work shall be completed according to standard spec 603 and 643, and as directed by the engineer. For state-owned temporary barrier, repair work is covered under article "Repair State Owned Concrete Barrier Temporary Precast" of these special provisions.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the department's representative.

D Measurement

The department will measure Emergency Response to Traffic Incident Involving Concrete Barrier Temporary Precast as each individual response, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.206	Emergency Response to Traffic Incident Involving Concrete Barrier Temporary Precast	EACH

Payment is full compensation for providing prompt response to an emergency repair request for damaged and/or dislodged temporary concrete barrier located within the project limits.

The cost of providing the appropriate level of on-call staff, equipment, and materials for 24/7 incident response shall be included in the Mobilization bid item for this project.

The department will pay for any additional traffic control measures, if required, under the respective traffic control bid items in the contract.

(11/29/2017)

63. Emergency Response to Traffic Incident Involving Crash Cushion, Item SPV.0060.207.

A Description

This special provision describes providing prompt response to an emergency repair request involving a damaged crash cushion device on IH 39 or an IH 39 ramp that is displaced or damaged due to a vehicular collision during the time this contract is in effect.

B (Vacant)

C Construction

The contractor shall provide appropriate staff to the incident site within 45 minutes of receiving a repair request from the responding agency. Staff deployed shall be capable of immediately assessing the severity of the damage to the device and consult with the department's representative on potential repair or replacement options and the projected timeline to restore the roadside device to its proper working condition. The contractor shall provide a time log of when the repair request was received and when staff arrived at the incident site. This information shall be submitted to the engineer, for verification, within 24 hours of the repair completion.

Contact information for the contractor's responsible party (the person or persons in charge of coordinating repair efforts) shall be submitted to the engineer at the pre-construction meeting. This person(s) shall be available 24/7 during the duration of this contract. The contact information for the department's representative will be supplied to the contractor at the pre-construction meeting.

If the contractor fails to be on-site of an incident with appropriate staff within 45 minutes of receiving a repair request, the department will assess the contractor \$2,500 in liquidated damages for each 15-minute interval that the contractor is not present following the allotted 45-minute response time. Increments of 15 minutes or less will be assessed as a 15-minute increment. The engineer, or designated representative, will be the sole authority in determining assessable 15-minute increments. Liquidated damages will be assessed under the administrative item Failing to Open Road to Traffic.

For contractor owned devices, repair work shall be completed according to standard spec 614, and as directed by the engineer. For state-owned devices, repair work is covered under articles "Repair State Owned Crash Cushion" or "Repair State Owned Crash Cushion Low Maintenance" of these special provisions. In either case, once repair work has been started, work shall continue until completion. Repair work shall be completed off the traveled way to the maximum extent allowable.

Additional traffic control measures may be required depending on the severity and duration of the incident. The contractor shall provide any needed traffic control measures as directed by the department's representative.

D Measurement

The department will measure Emergency Response to Traffic Incident Involving Crash Cushion as each individual response, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.207	Emergency Response to Traffic Incident Involving Crash Cushion	EACH

Payment is full compensation for providing a prompt staff response to an emergency repair request for a damaged crash cushion device located within the project limits.

The cost of providing the appropriate level of on-call staff for 24/7 incident response shall be included in the Mobilization bid item for this project.

The department will pay for any additional traffic control measures, if required, under the respective traffic control bid items in the contract.

(11/29/2017)

64. Bar Steel Reinforcement HS Textured Coated Structures, Item SPV.0085.700.

A Description

This special provision describes furnishing and placing textured epoxy coated reinforcing steel in conformance with the plan details, standard spec 505 and as hereinafter provided.

B Materials

B.1 General

Conform to standard spec 505.2 except as modified in this special provision. All reinforcing steel used in the textured epoxy coated process shall be deformed and meet the requirements of AASHTO M31, grade 60.

B.2 Textured Epoxy Coated Rebar Reinforcement

Coat reinforcement according to ASTM A775. Ensure the coating is applied in a CRSI certified epoxy coating plant. Apply the epoxy coating in a two-step process; a base coat and a texture coat by a continuous in-line process. A hanger system for coating is not allowed. The final product shall meet all requirements for holidays. The textured epoxy coating powder shall be Valspar Finer Concrete Adhesion Coat XX-002, or equivalent, which may be tinted to differentiate the textured epoxy coated rebar from the non-textured epoxy coated rebar. The base coat epoxy shall be compatible with the textured coating.

Apply the textured epoxy coating with a 2-inch gap every 60 feet so the base coat epoxy coating thickness can be measured.

B.3 Coating Thickness

The base coat of the dual coat system shall have a thickness of 9 ± 2 mils ($229 \pm 50\mu\text{m}$) and a total coating thickness of not more than 16 mils ($406\mu\text{m}$). Measure the epoxy coating thicknesses according to ASTM A775. Textured epoxy coating shall be applied over the base coat. Thickness of the textured coat shall be based on epoxy manufacturer's recommendations.

B.4 Fabrication of Textured Epoxy Coated Rebar Reinforcement

Cutting and bending of textured epoxy coated rebar reinforcement occurs after the coating process. Rebar that exhibits delamination of the coating after bending will be rejected.

B.5 Repair of Damaged Textured Epoxy Coating of Reinforcing Steel

Follow ASTM 775.

B.6 Cutting Reinforcement

Textured epoxy coated rebar reinforcement may be sheared or sawn to length after coating, provided the end damage to the coating does not extend more than 0.5 inches back and the cut is repaired before any visible rusting appears. Flame cutting shall not be permitted.

B.7 Material Samples

Ship textured epoxy coated bar samples to Clemson University at no additional cost to the department. Cut samples from a bar(s) that is randomly selected from the same batch as the bars for the bridge deck. Samples shall consist of six 60-inch long No. 4 bars. Package samples in a manner that will prevent damage to the coating during shipping. Ship samples within one-week of delivery of bars to the bridge site. Contact Brandon Ross at Clemson University via email (bross2@clemson.edu) to arrange delivery. Address for shipping samples:

Brandon Ross
Glenn Department of Civil Engineering
109 Lowry Hall
Clemson University
Clemson, SC 29634-0911

C Construction

C.1 General

Conform to the construction methods in standard spec 505.3.

D Measurement

The department will measure Bar Steel Reinforcement HS Textured Epoxy Coated Structures by the pound acceptably completed and as per standard spec 505.4(1).

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.700	Bar Steel Reinforcement HS Textured Epoxy Coated Structures	LB

Payment for Bar Steel Reinforcement HS Textured Epoxy Coated Structures is per standard spec 505.5(2) and 505.5(3) and for additional samples and shipping as per B.7.

65. Bar Steel Reinforcement HS Galvanized Structures, Item SPV.0085.701.

A Description

This special provision describes furnishing and placing galvanized reinforcing steel in conformance with the plan details, standard spec 505 and as hereinafter provided.

B Materials

B.1 General

Conform to standard spec 505.2 except as modified in this special provision. All reinforcing steel used in the galvanizing process shall be deformed and meet the requirements of AASHTO M31, grade 60. All materials shall be new stock, free from defects impairing strength, durability, and appearance. All burrs at the ends of rebar shall be removed before galvanizing. The galvanized coating shall be uniform in appearance, applied without voids, tears, sags or cuts that reveal the substrate. Excessive roughness, bubbles, blisters and flaking in the galvanized coating will be a basis for rejection.

B.2 Galvanized Rebar Reinforcement

Provide galvanized steel rebar in the sizes and grades as shown on the plans for use in the deck and parapets. Galvanized reinforcement shall be produced according to ASTM A767. Galvanize the reinforcing steel following the procedures in the Quality Assurance Manual of the American Galvanizers Association. The galvanizing process shall follow the requirements of ASTM A123 and ASTM A143.

B.3 Coating Thickness

Coat the reinforcing bars according to ASTM A767, class 1. Measure the galvanized coating thickness according to ASTM E376.

B.4 Fabrication of Galvanized Rebar Reinforcement

Bending and cutting of galvanized rebar reinforcement will occur after the galvanizing process.

B.5 Repair of Damaged Galvanized Coating of Reinforcing Steel

Damaged areas shall be repaired following ASTM A780. The minimum thickness of the repair shall meet the requirements of ASTM A123, Section 6.2

B.6 Cutting Reinforcement

Galvanized rebar reinforcement may be sheared or sawn to length after coating, provided the end damage to the coating does not extend more than 0.5 inches back and the cut is repaired before any visible rusting appears. Flame cutting will not be permitted.

B.7 Material Samples

Ship galvanized bar samples to Clemson University at no additional cost to the department. Cut samples from a bar(s) that is randomly selected from the same batch as the bars for the bridge deck. Samples shall consist of six 60-inch long No. 4 bars. Package samples in a manner that will prevent damage to the coating during shipping. Ship samples shall be shipped within one week of delivery of bars to the bridge site. Contact Brandon Ross at Clemson University via email (brross2@clemson.edu) to arrange delivery. Address for shipping samples:

Brandon Ross
Glenn Department of Civil Engineering
109 Lowry Hall
Clemson University
Clemson, SC 29634-0911

C Construction

C.1 Delivery, Storage and Handling

Conform to standard spec 505.3 and as hereinafter provided. Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and the condition of materials is in conformance with these specifications. Acceptable galvanized material shall be uniform in appearance and thickness around the circumference and length of the bars, without fins or burs. If the galvanized coating is damaged, repair or replace as necessary to the approval of the Engineer at no additional cost to the department. Store the material off the ground to ensure proper ventilation and drainage and to provide protection against damage caused by ground moisture. UV protection is not required. Galvanized material shall be free from wet storage stain. These corrosion deposits, if present, shall be removed in a manner satisfactory to the Engineer prior to incorporation of the material into the work. After removal of the wet storage stain, the coating shall have a uniform appearance free from uncoated spots, acid, flux, or black spots.

C.2 Touch-up and Repair

For minor damage caused by shipping, handling or installation to galvanized coated surfaces, touch-up the finish with a zinc-rich paint. Inorganic zinc-rich paint for touching up and/or repairing galvanized steel shall contain between 65-69% zinc by weight, or >92% by weight metallic zinc in dry film. Inorganic zinc-rich paint shall be brush- or spray-applied to a clean, dry surface. Spraying or brushing shall be in a single application of multiple passes according to the paint manufacturer's instructions.

C.3 General

Install the galvanized rebar reinforcement in the locations as detailed on the plans. All chairs and spacers shall be galvanized, plastic or plastic-coated steel. For tie wires, provide polymer-coated wire.

D Measurement

The department will measure Bar Steel HS Galvanized Structures by the pound acceptably completed as per standard spec 505.4(1).

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.701	Bar Steel Reinforcement HS Galvanized Structures	LB

Payment for Bar Steel HS Galvanized Structures is per standard spec 505.5(2) and 505.5(3) and for additional samples and shipping as per B.7.

66. Concrete Pavement Joint Sealing, Item SPV.0090.001.

A Description

This special provision provides for the sealing of the longitudinal joint located a distance, as shown on the plans, from the base of S42 and S56 concrete barrier only when this joint is created by a full-depth sawcut. Joint sealing shall consist of cleaning the joint in preparation for sealing, and sealing the joint in the concrete pavement with a hot applied joint sealing material.

B Materials

All designated joints shall be sealed with a hot applied joint sealant conforming to the Specification for Joint and Crack Sealants, Hot-Applied, for Concrete and Asphalt Pavements, ASTM Designation D6690, type II. A Certification of Compliance shall be furnished to the engineer prior to application.

Sawed joints designated to be sealed under this bid item will not require Concrete Protective Surface Treatment as described in a separate article of these special provisions.

C Construction

The operation of sealing shall be performed as soon as practicable upon elapse of the curing period and in any event prior to the time traffic of any kind uses the pavement.

Joints shall not be sealed until they have been inspected and approved by the engineer.

Application of the joint sealer shall be made when the joint surfaces are clean and dry.

Immediately before sealing the joint, thoroughly clean the joints of all laitance, curing compound and other foreign material. Exposed joint faces shall be cleaned by sandblasting, or by water blasting with sufficient pressure to thoroughly and completely clean the joint. A multiple-pass technique shall be used until the surfaces are free of material that might prevent bonding. For final cleaning immediately prior to installation of the sealer, the joints shall be blown clean with oil-free compressed air. The joint faces must be surface dry when sealant is applied.

The sealing compound shall be heated to the pouring temperature recommended by the manufacturer in an approved kettle or tank, constructed as a double boiler, with the space between the inner and outer shells filled with oil or other satisfactory heat transfer medium. The heating kettle shall be equipped with a mechanical agitator, positive temperature control and an approved dial thermometer for checking temperatures of the compound. The heating kettle, if and when operated on concrete, shall be properly insulated against the radiation of heat to the concrete surface.

The sealing compound shall not be heated above the maximum safe heating temperature. The maximum safe heating temperature shall be determined from tests made on samples from each lot or shipment of the material delivered to the project. When so approved by the engineer, the manufacturer's recommended maximum safe heating temperature may be used in lieu of test determinations where relatively small quantities of sealer are used. Any material heated above the maximum safe heating temperature shall be discarded.

Pouring of joints shall be made when the sealing material is at the required temperature and, insofar as practicable, the sealing compound shall be maintained at a uniform temperature during pouring operations. Pouring shall not be permitted when the temperature of the sealing compound in the applicator, as it is applied to the joint, is more than 10° F below the recommended pouring temperature. Pouring of the molten sealer in the joint opening shall be done with such equipment that the sealer completely fills the joint opening without overflowing on the adjoining surface and when finished, after shrinkage, the sealer is approximately flush with the adjoining surfaces. In the event satisfactory sealing of a joint is not accomplished in a single pouring, the sealing compound shall be placed in 2 pours. At least one-half of the required amount shall be placed in the first pouring, and the second pouring shall follow the first as soon as practicable after the first pouring has attained maximum shrinkage but not later than 1 hour after the first pouring.

D Measurement

The department will measure Concrete Pavement Joint Sealing by the linear foot in place along the joint, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.001	Concrete Pavement Joint Sealing	LF

Payment is full compensation for cleaning the joint, and for furnishing and applying the joint sealant.

(1/31/2017)

67. Bore and Jack Culvert Pipe Reinforced Concrete Class IV 30-Inch, Item SPV.0090.002; Bore and Jack Culvert Pipe Reinforced Concrete Class V 42-Inch, Item SPV.0090.003.

A Description

This special provision describes furnishing and installing culvert pipe by jacking and boring with or without a casing pipe. The method of installation may be selected, but open-cut will not be allowed.

B Materials

Furnish Culvert Pipe Reinforced Concrete (type and size) as shown on the plans, conforming to standard spec 522.

Steel casing shall conform to ASTM A53, Grade B Steel Pipe, 35,000 psi minimum yield, with a minimum wall thickness of 0.469 inches. Casing shall be a minimum of 4 inches larger than the outside diameter of the carrier pipe.

If casing is used, annular space shall be filled with lean concrete proportioned of 1-1/2 bags of Portland cement, 6 cubic feet of concrete sand, and 12 cubic feet of coarse aggregate, or one bag Portland cement and 12 cubic feet of graded aggregate.

C Construction

Establish reference point and bench marks required to control jacking of casing pipe to elevations indicated on drawings.

Excavate access pit, shaft or approach tunnel according to standard spec 206.

If a casing pipe is used, weld joints with a continuous circumferential weld. Contractor shall be responsible for providing stress transfer across joints capable of resisting jacking forces applied.

Pipe shall be attached to concrete brick supports to be used as a carrier for insertion into casing. Support and brace pipe to prevent shifting or flotation during filler material placement.

Carrier pipe or casing pipe shall be jacked and bored by selected method to line and grade indicated on drawings.

Upon completion of installation of pipe, completely fill annular space between carrier pipe and pipe casing with lean concrete. Fill ends of casing pipe with a minimum 1-foot thick bulkhead.

Backfill casing pipe ends according to standard spec 206 and restore surface.

Demonstrate to satisfaction of the department that the entire length of the casing has been backfilled.

D Measurement

The department will measure Bore and Jack Culvert Pipe (type and size) by the linear foot based on the "limits of payment" denoted in plan detail drawing, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.002	Bore and Jack Culvert Pipe Reinforced Concrete Class IV 30-Inch	LF
SPV.0090.003	Bore and Jack Culvert Pipe Reinforced Concrete Class V 42-Inch	LF

Payment is full compensation for providing all materials, including culvert pipe reinforced concrete, steel casing pipe, and connections; for all excavating except rock excavation; for sheeting and shoring; for providing and laying pipe; for sealing joints and making connections to new or existing fixtures; for filling annular space and constructing bulkheads; for backfilling; for providing granular backfill material; for removing sheeting and shoring; and for cleaning out and restoring the worksite.

68. Compost Tube, Item SPV.0090.150.

A Description

This special provision describes furnishing and installing compost tubes or wattles as shown on the plans or as directed by the engineer and as hereinafter provided. Compost tube shall consist of cylinders of biodegradable compost encased within biodegradable netting.

B Materials

Provide compost that:

1. Is a well-decomposed, stable, weed-free, organic, commercially manufactured material resulting from the biological degradation and transformation of plant or animal-derived materials under controlled conditions designed to promote aerobic decomposition.
2. Is mature with regard to its suitability for serving as an erosion control Best Management Practice (BMP) as defined in the table below.
3. Is stable with regard to oxygen consumption and carbon dioxide generation.
4. Does not contain paint, petroleum products, pesticides or any other chemical residues harmful to animal life or plant growth.
5. Does not possess objectionable odors.
6. Has a moisture content with no visible free water or dust produced when handling the material.

Compost feedstock may include, but is not limited to, yard waste, clean chipped wood, farm crop residue, farm animal manure, or vegetable food waste. Do not use materials that have been treated with chemical preservatives as a compost feedstock or as wood chips.

Test according to the United States Composting Council's "Test Methods for Examining of Composting and Compost (TMECC)". Provide compost with the United States Composting Council's Seal of Testing Assurance Program (STA) certification and STA product label. The compost producer must be a participant in the United States Composting Council's Seal of Testing Assurance program.

Provide quality control documentation that includes the following:

1. The compost technical data sheet with the feedstock by percentage in the final compost product.
2. A certification that the compost meets federal and state health and safety regulations.
3. A copy of the producer's STA certification.
4. A certified report of tests performed by an STA-certified lab, verifying that the compost meets the requirements in the table below.

Compost must comply with the following:

PROPERTY	TEST METHOD	REQUIREMENT
Particle Size	*TMECC 02.02-B Sample Sieving for Aggregate Size Classification % Dry Weight Basis	100% Passing, 3 inch 90 – 100% Passing, 1 inch 70 – 100% Passing, ¾ in 30 – 75% Passing, ¼ inch Maximum length 6 inches
pH	TMECC 04.11-A Elastometric pH 1:5 Slurry Method pH Units	6.0-8.0
Soluble Salts	TMECC 04.10-A Electrical Conductivity 1:5 Slurry Method dS/m (mmhos/cm)	Below 5.0
Moisture Content	TMECC 03.09-A Total Solids & Moisture at 70+/- 5 deg C % Wet Weight Basis	35 – 50
Organic Matter Content	TMECC 05.07-A Loss-On-Ignition Organic Matter Method (LOI) % Dry Weight Basis	Minimum 40% Max 60% ash content
Maturity	TMECC 05.05-A Germination and Vigor "Germination and Root Elongation" Seed Emergence Seedling Vigor % Relative to Positive Control	80 or Above
Physical Contaminants	TMECC 02.02-C Man Made Inert Removal and Classification: Plastic, Glass and Metal %>4mm fraction, dry mass (weight) basis	Less than 1%
Pathogens	Shall meet Class A requirements for pathogens as specified in NR 204.07(6)(a)	Pass
Chemical Contaminants	Shall meet pollutant concentrations as specified in NR 204.07(5)(c)	Pass
Carbon to Nitrogen Ratio	C:N	10:1 – 20:1

* TMECC refers to "Test Methods for the Examination of Composting and Compost," published by the United States Department of Agriculture and the United States Compost Council (USCC).

Immediately remove from the project, compost not conforming to the above requirements or taken from a source other than those tested and replace the compost at no cost to the department.

The engineer reserves the right to sample compost at the jobsite.

Compost tube shall be a minimum of 5 inches in diameter. Netting material shall be clean, evenly woven, and free of encrusted concrete or other contaminating materials such as preservatives. Netting material shall be free from cuts, tears, or weak places and shall have a minimum lifespan of 6 months and a maximum lifespan of not more than 24 months.

Wood stakes used in securing Compost Tube shall be made from untreated Douglas fir, hemlock, or pine species. Wood stakes shall be 2-inch by 2-inch nominal dimension and 36 inches in length. Install/locate wood stakes per manufacturer's recommendations.

C Construction

Compost tube shall be installed as soon as construction will allow or when designated by the engineer. Compost tube installation and trenching shall begin from the base of the slope and work uphill prior to any topsoil or compost placement. Trenches shall, at all times, be perpendicular to the direction of flow down the slope. Excavated material from trenching shall be spread evenly along the uphill slope and be compacted using hand tamping or other method approved by the engineer. On gradually sloped or clay-type soils trenches shall be 2 to 3 inches deep. On loose soils or on steep slopes, trenches shall be 3 to 5 inches deep, or half the thickness of the Compost tube, whichever is greater.

The contractor shall exercise care when installing wattles to ensure the method of installation minimizes the disturbance of waterways and prevents sediment or pollutant discharge into water bodies.

C.1 Maintenance

Maintain Compost tube until the project has been completed or directed otherwise. Routinely inspect Compost tube for any material dislodgement. Replace and redress any dislodged material.

D Measurement

The department will measure Compost Tube by the linear foot of tube, acceptably installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.150	Compost Tube	LF

Payment is full compensation for furnishing and installing Compost Tube as shown in the plans or as directed by the engineer; including the required trenching and subsequent spreading of trenched material after the embankment is stabilized; and the furnishing and installing of wood stakes to secure Compost Tube.

(9/6/2016)

69. Traffic Control Gawk Screen Furnished, Item SPV.0090.201; Traffic Control Gawk Screen Installed, Item SPV.0090.202.

A Description

This special provision describes furnishing and installing traffic control gawk screen on concrete barrier as a traffic control device and removal upon completion of the project.

B Materials

Furnish rectangular shaped screen for temporary mounting on top of concrete barrier.

Furnish a polymer, polyethylene, or UV protected thermoplastic, or similar lightweight product that will not shatter when impacted and is proven crashworthy.

Submit shop drawings a minimum of 2 weeks prior to the proposed use of Traffic Control Gawk Screen.

Requirements:

- 24 inches in height.
- The same length as the concrete barrier on which it will be mounted, without splicing, except account for longitudinal overhang between the concrete barrier as shown in the plans.
- Mounted with 2 poles, at the spacing shown in the plan, attached to the mounting plate with the mounting plate drilled into the top of the concrete barrier.
- Secured with a chain and pin, or other approved method, to the mounting pole.
- Capable of being securely connected to the adjacent screen section using polyethylene brackets, or similar approved fasteners, made of non-metallic materials.
- Capable of expanding without buckling.

- Capable of contracting without creating gaps in the screening and while remaining securely fastened to the adjacent screen.
- Gray in color and opaque.
- Has finished faces on both sides of the screen.
- Capable of remaining in place from traffic gusts, wind gusts, and other outdoor elements that may move or displace the screen.

Furnish and install mounting pipe and hardware according to manufacturer/supplier directions.

Installations and removals of the gawk screen to/from its supports on the jobsite shall not require any tools.

C Construction

Furnish and deliver traffic control gawk screen to worksites within the project. Install the screen according to manufacturer's recommendations at contract-identified locations or as the engineer directs. Fasten screen sections together.

Provide surveillance and maintenance as specified in standard spec 643.3.2. Repair or replace any portion of the screen that is damaged as directed by the engineer at no additional cost. Replace any screen sections that buckle, deform, shrink, or have any other material or installation failure, as determined by the engineer, at no additional cost.

Remove screen when no longer needed at the installation site, during winter when directed by the engineer, and upon project completion. In permanent concrete barrier, concrete parapet, and department owned temporary concrete barrier, remove mounting hardware to below the concrete surface. Encapsulate all exposed metal and fill all holes left by anchorage methods with an epoxy from the department's approved products list. Fill holes as the screen is removed.

D Measurement

The department will measure Traffic Control Gawk Screen Furnished by the linear foot, acceptably delivered to the project site.

The department will measure Traffic Control Gawk Screen Installed by the linear foot, acceptably completed, measured along the base of the screen after installation for each contract-identified or engineer-directed initial installation. The department will also measure subsequent contract-identified or engineer-directed reinstallations. The department will not measure installations made solely to accommodate the contractor's means and methods.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.201	Traffic Control Gawk Screen Furnished	LF
SPV.0090.202	Traffic Control Gawk Screen Installed	LF

Payment for Traffic Control Gawk Screen Furnished is full compensation for furnishing traffic control screen, mounting posts, and mounting and fastening hardware; initial delivery; and storage until installation.

Payment for Traffic Control Gawk Screen Installed is full compensation for each installation; moving/trucking to another worksite within the project, unloading, and reinstalling; screen surveillance, maintenance, repair, and replacement; removing; disposal; and concrete barrier repair due to screen installation and after screen removal.

(5/31/2016)

70. Removing Department-Owned Concrete Barrier Precast, Item SPV.0090.203.

A Description

This special provision describes handling of the department-owned precast concrete barrier when it is no longer needed for the project work activities. This barrier was originally delivered and installed for use on the project along southbound IH 39 by the contractor for project 1007-12-74/75.

B (Vacant)**C Construction**

Remove the department-owned precast concrete barrier along southbound IH 39 and stockpile it on the newly constructed embankment for the northbound lanes of the IH 39 interchange at USH 12. Place the barrier outside of the 36-foot clear zone at a location approved by the engineer. Dispose of any barrier that the engineer inspects and determines that it is not suitable for future use.

D Measurement

The department will measure Removing Department–Owned Concrete Barrier Precast by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.203	Removing Department-Owned Concrete Barrier Precast	LF

Payment is full compensation for removing, hauling, disposing, and stockpiling.

71. Piling CIP Concrete 12 ¾ x 0.50-Inch, Item SPV.0090.700.**A Description**

This special provision describes providing cast in place concrete piles; driving piles; and determining required driving resistance.

Conform to standard spec 550 as modified in this special provision.

B Materials

For steel pile shells for cast-in-place concrete piles, use ASTM A252 grade 3 steel or an engineer-approved alternative.

C (Vacant)**D Measurement**

The department will measure the Piling bid item by the linear foot acceptably completed, measured as the length of piling driven and left in place below the cutoff elevation.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.700	Piling CIP Concrete 12¾ X 0.50-Inch	LF

Payment is full compensation for providing piles; for driving piles; for cutting off piles; for re-driving heaved up piles; for concrete; and for excavating material within the footing perimeter heaved up by the pile driving operations.

72. Concrete Pavement Joint Layout Project 1007-12-78, Item SPV.0105.001.**A Description**

This special provision describes designing the joint layout and staking the location of all joints on the project, including mainline, ramps and intersections (traditional and roundabouts) to accommodate the concrete paving operation.

B (Vacant)

C Construction

Design the joint layout and stake the location of all joints on the project, including mainline, ramps and intersections (traditional and roundabouts), to accommodate the concrete paving operation. Plan and set all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete pavement according to the plans, the American Concrete Pavement Association Intersection Joint Layout Guidelines, and as directed by the engineer. Establish the joint layout in a manner to best fit field conditions, construction staging, the plan, and as directed by the engineer.

D Measurement

The department will measure Concrete Pavement Joint Layout Project 1007-12-78 as a single lump sum unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.001	Concrete Pavement Joint Layout Project 1007-12-78	LS

Payment is full compensation for designing the joint layout on the mainline, ramps and all traditional and roundabout intersections; for completing all surveying work necessary to locate all transverse and longitudinal joints; and for making adjustments to match field conditions and construction staging.

73. Survey Project 1007-12-78 with Optional AMG for Concrete Pavement and Base Course, Item SPV.0105.002.

A Description

Modify standard spec 105.6 and 650 to define the requirements for construction staking for this contract.

Add the following to standard spec 105.6.1:

Horizontal and vertical control points, provided by the department, are generally at 1 mile intervals for horizontal control and at ½ mile intervals for vertical control. Control points will be provided in a hard copy and ASCII electronic format.

Replace standard spec 105.6.2 with the following:

The department will not perform any construction staking for this contract. The contractor shall perform all survey required to layout and construct the work under this contract, subject to engineer's approval.

The survey includes establishing horizontal and vertical position for all aspects of construction including but not limited to storm sewer, subgrade, base, curb, gutter, curb and gutter, pipe culverts, structure layout, pavement, barriers (temporary and permanent), electrical installations, supplemental control, slope stakes, ponds, ITS, FTMS, ramp gates, parking lots, utilities, landscaping elements, irrigation system layout, installation of community sensitive design elements, traffic control items, fencing, etc.

The department may choose to perform quality assurance survey during construction. This quality assurance survey does not relieve the contractor of the responsibility for furnishing all survey work required under this contract.

Delete standard spec 650.1.

B (Vacant)

C Construction

Survey required under this item shall be according to all pertinent requirements of standard spec 650 and shall include all other miscellaneous survey required to layout and construct all work under this contract.

Replace standard spec 650.3.8 with the following:

650.3.8 Concrete Pavement

650.3.8.1 General

- (1) Under the Construction Staking Concrete Pavement bid item the contractor may substitute automated machine guidance (AMG) for conventional staking on all or part of the concrete pavement and underlying base. The engineer may require the contractor to revert to conventional staking methods for all or part of the work at any point during construction if, in the engineer's opinion, AMG is producing unacceptable results.

650.3.8.2 Conventional Concrete Pavement Staking

- (1) Set construction stakes or marks at 25-foot intervals. Set and maintain additional stakes as necessary to establish location and grade along intersecting road radii; and for auxiliary lanes, vertical curves, horizontal curves, and curve transitions according to the plans. Locate stakes to within 0.02 feet horizontally and establish elevations to within 0.01 feet vertically. Set and maintain sufficient additional stakes at each cross-section to achieve the required accuracy and to support the method of operations.

650.3.8.3 Automated Machine Guidance for Concrete Pavement

650.3.8.3.1 General

- (1) No base or paving stakes or stringlines are required for AMG work.
- (2) Coordinate with the engineer throughout the course of construction to ensure that work performed using AMG conforms to the contract tolerances and that the methods employed conform to the contractor's AMG work plan and accepted industry standards. Address AMG issues at weekly progress meetings.
- (3) Use a total station to provide station, offset, and elevations at locations specified in 650.3.8.3.5 and at additional engineer-directed locations after fine grading the base and after placing the concrete pavement. Allow the engineer access to view current display data on the contractor's AMG equipment during paving and fine grading operations.
- (4) Provide the department field staff up to 8 hours of formal training on contractor's AMG systems.

650.3.8.3.2 AMG Work Plan

- (1) Submit a comprehensive written AMG work plan for department review at least 5 business days before beginning AMG work. The engineer will review the plan to determine if it conforms to the requirements of this special provision.
- (2) Construct the base and concrete pavement as the contractor's AMG work plan provides. Update the plan as necessary during construction.
- (3) The AMG work plan should discuss how AMG technology will be integrated into other technologies employed on the project. Include, but do not limit the contents to, the following:
 1. Designate which portions of the contract will be done using AMG and which portions will be done using conventional staking.
 2. Describe the manufacturer, model, and software version of the AMG equipment including the angular accuracy and the measurement frequency of the guidance system.
 3. Provide information on the qualifications of contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for AMG technology issues. This person shall be on site during all AMG concrete placement.
 4. Describe how project control is to be established. Include a list and map or kml file showing 3D control points enveloping the site. Incorporate department-provided primary control and contractor-provided secondary control into a single site control network. At a minimum provide sufficient 3D control to utilize not less than 3 control points in each total station setup, be it within a resection or as a setup point, backsight, and third point for an independent check. Use engineer-approved survey markers and/or targets. Ensure that secondary control points are accurate to within 0.02 feet horizontally and to within 0.01 feet vertically.

5. Describe total station setup procedures including methods used to set and relocate total stations for each day's paving. Record or note the residual error in any resection calculation. Take and record check shots on 3D control points at varying distances from the instrument that represent the varying distances used in guiding the paving machine. Submit notes or digital reports of setup data and control-point checks daily.
6. Describe the contractor's quality control procedures. Describe procedures for checking, mechanical calibration, and maintenance of equipment. Include the frequency and type of checks performed to ensure that the trimmed base and concrete pavement conform to the contract plans.

650.3.8.3.3 Equipment

- (1) Use robotic total stations machine guidance or other engineer approved combination of methodologies to meet the contract requirements.
- (2) Perform periodic sensor and/or pan calibrations and other routine adjustments as required to ensure that the trimmed base and concrete pavement conform to the contract plans.

650.3.8.3.4 Geometric and Surface Information

650.3.8.3.4.1 Department Responsibilities

- (1) The department will provide electronic design data in the contractor data packet. See the Contractor Data Packet contract special provision for a list of design data content.

650.3.8.3.4.2 Contractor Responsibilities

- (1) Obtain elevations of adjacent pavement and bridges at centerline, edge of pavement, and other locations necessary to characterize existing profile and cross slope. Adjust design profile grade and cross slope to provide a smooth transition from the new pavement to the existing pavement or bridge. Notify the engineer when a smooth profile cannot be provided. Submit final adjusted plan elevations to the engineer.
- (2) Review department-provided design model data for areas of the project employing AMG. Report inconsistencies between that data and the contract plans to the engineer and work with the engineer to resolve those inconsistencies. Use the resulting revised design model data and matching as-built surface data from above item (1) to develop a contractor construction model.
- (3) Provide the resulting construction model data proposed for the paving operation to the department in LandXML v1.2 or AutoCAD DWG.

650.3.8.3.4.3 Managing and Updating Information

- (1) Notify the department of any errors or discrepancies in department-provided information. The department will determine what revisions may be required. The department will revise the contract plans, if necessary, to address errors or discrepancies that the contractor identifies. The department will provide the best available information related to those contract plan revisions.
- (2) Revise the construction model as required to support construction operations and to reflect any contract plan revisions the department makes. Perform checks to confirm that the revised construction model agrees with the contract plan revisions. Provide a copy of the resulting adjusted construction model data to the engineer in LandXML v1.2 or AutoCAD DWG. The department will pay for costs incurred to incorporate contract plan revisions as extra work.

650.3.8.3.5 Construction Checks

650.3.8.3.5.1 Final Base Checks

- (1) Check the trimmed base against the final adjusted plan elevation at randomly selected points on cross sections located at stations evenly divisible by 100. Conduct at least one random check per 250 lane-feet corresponding to the basic units used to assess pavement thickness under standard spec 415.3.16. Also, check the trimmed base at additional points as the engineer directs. Notify the engineer at least 2 business days before making final checks so the engineer can observe the process.
- (2) Ensure that no individual check is off by more than 0.02-foot vertically of the final adjusted plan elevation. Notify the engineer if this criterion is exceeded.

- (3) The department may conduct periodic independent base checks. The department will notify the contractor if any individual check differs by more than 0.02-foot vertically from the final adjusted plan elevation.

650.3.8.3.5.2 Final Pavement Checks

- (1) Check the finished concrete immediately after placement against the accepted plan elevation at randomly selected points on cross sections. Conduct at least one random check per 250 lane-feet corresponding to the basic units used to assess pavement thickness under standard spec 415.3.16. Also, check the pavement at drainage structures, bridges, driveways, intersections, ramp termini, and additional points as the engineer directs. Notify the engineer before making final checks so the engineer can observe the process.
- (2) Notify the engineer immediately if the final pavement surface does not match the final adjusted plan elevation within 0.02-foot vertically.
- (3) The department may conduct periodic independent pavement elevation checks. The department will notify the contractor if any individual check differs by more than 0.05-foot horizontally or 0.02-foot vertically from the final adjusted plan elevation.

D Measurement

The department will measure Survey Project 1007-12-78 with Optional AMG for Concrete Pavement and Base Course each as a single lump sum unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.002	Survey Project 1007-12-78 with Optional AMG for Concrete Pavement and Base Course	LS

Payment is full compensation for performing all survey work required to layout and construct all work under this contract.

(2/14/2018)

74. Stormwater Treatment Filter Strip, Item SPV.0165.150.

A Description

This special provision describes the construction of Stormwater Treatment Filter Strip per the plan detail, as directed by the engineer, and as hereinafter provided.

B Materials

Sand shall be poorly graded with less than 5% fines (USCS classification SP) and as defined in the following table.

Sieve	Maximum Percent Passing
No. 4	100%
No. 10	90%
No. 40	10%
No. 200	5%

C Construction

Undercut or underfill all areas designated for filter strips to a degree that if covered with the specified depth of sand and topsoil, the finished work conforms to the required lines, grades, slopes, and cross sections the plans and drawings show. Place sand to the depth equal to 30% of the total subsoiled depth, then place topsoil to the minimum depth required in the contract. Use tracked equipment with a track pressure no greater than 4.5 psi. The subsoiled filterstrip limits on the embankment should begin 2 feet from the swale flow line, can extend no more than 5 vertical feet towards the highway, and end no closer than 10 feet from the subgrade shoulder point.

Subsoiling is the practice of dragging tines, shanks or claws through soil to a depth of approximately 20 inches to loosen and mix the soil layers. Subsoil the filter strip areas after topsoil placement. Schedule a 50-foot long test section and demonstrate competence to the engineer prior to continuing operations. The engineer shall identify the test area. Subsoiling shall consist of two operations: deep tilling passes and a surface mixing pass. For the deep tilling passes, loosen subsoiled areas to a depth of 20 inches of the in-place material and placed topsoil or compost. For the surface mixing pass, loosen the subsoiled areas to a depth of 6 to 8 inches. After obtaining approval by the engineer that the equipment and methods are sufficient to obtain the desired results, complete the subsoiling operation. Subsoiling done without the engineer's approval will be considered as unauthorized work.

For the deep tilling passes, create subsoiling channels with a commercially available, multi-shanked implement attached to track-type equipment. There shall be a minimum of two shanks on the equipment, with each shank located behind a track so that the soil is loosened after it is tracked. Do not pull the shanks through previous channels, but instead create multiple channels. Work at right angles to the direction of surface drainage. The equipment shall be capable of exerting a penetration force necessary for the site. No disc cultivators, chisel plows, or spring-loaded equipment will be allowed. Space the grid channels 24 to 30 inches apart, depending on equipment, site conditions, and the plan. The channel depth shall be to a minimum of 20 inches. If soils are saturated, delay operations until the soil moisture is at field capacity or less. Field capacity is the amount of water retained in the soil after it has been saturated and allowed to drain freely.

For the surface mixing pass, use a disk chisel or coulter chisel plow with twisted points, or other approved implement, to mix the top 6 to 8 inches of the soil. Do the operation in one pass with a commercially available implement attached to track-type equipment applying no more than 5 psi of pressure or to a tractor with a minimum of two tires per axle. The equipment shall be capable of exerting a penetration force necessary for the site.

C.1 Exceptions

Area exceptions to subsoiled filter strips include areas within the drip line of any existing trees, over utility installations within 30 inches of the surface, when trenching/drainage lines are installed, where compaction is by design (abutments, footings or inslopes steeper than 4:1), and inaccessible slopes, as approved by the engineer. In cases where exceptions occur, observe a minimum setback as directed by the engineer.

C.2 Finish Grading

Upon completion and acceptance of the subsoiled area, finish grade surface as described in sections 625.3.3 (2) and (4), except that only light-weight equipment, as approved by the engineer, may be used to break down clods and lumps. Drive no other equipment over the subsoiled area after the filter strip is finish-graded. Any filter strip areas that become compacted due to the contractor's operations, must be subsoiled and finish-graded at no expense to the department.

Seed, fertilize, and mulch the filter strip immediately after final grading. Place safety fence on the upgradient side of the filter strip, offset by 1 foot away from the filter strip immediately after seeding and mulching. Remove the safety fence only after all construction activities in the general area of the filter strip have been completed.

D Measurement

The department will measure Stormwater Treatment Filter Strips by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.150	Stormwater Treatment Filter Strips	SF

Payment is full compensation for constructing the filter strip including furnishing and placing the sand; for subsoiling; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work. The department will pay for safety fence under the Fence Safety bid item.

75. Longitudinal Grooving Bridge Deck, Item SPV.0165.700.

A Description

This special provision describes providing longitudinal deck grooves parallel to the centerline of the roadway prior to opening the bridge to traffic as directed by the engineer.

B Materials

Use a grooving machine containing blades mounted on a multi-blade arbor on a self-propelled machine built for grooving hardened concrete surfaces.

Use a grooving machine with a depth control device that detects variations in the deck surface and adjusts the cutting head height to maintain a specified depth of groove.

Equip the grooving machine with a guide device to control multi-pass alignment.

C Construction

Groove the pavement longitudinally without damaging the concrete deck surface.

Complete a longitudinal grooving operation that results in a uniformly grooved deck surface.

Cut grooves continuously across the deck width to within 18 inches of the barrier rail, curb line, or median divider. If metal floor drains extend more than 18 inches from the barrier rail, curb line, or median divider, all grooves on the bridge deck surface are to end within 6 inches of the floor drain perimeter.

At skewed metal edged expansion joints in the bridge deck surface, end all grooves on the bridge deck surface within 6 inches of the joint leaving no ungrooved surface adjacent to each side of the joint greater than 6 inches in width on the deck side of the expansion joints.

Produce grooves that are continuous across construction joints or other joints in the concrete deck surface less than ½-inch wide.

Construct longitudinal grooves with the following criteria:

Width (In)	Depth (In)	Spacing C-C (In)	Width Tolerance (In)	Depth Tolerance (In)	Spacing Tolerance (In)
1/8	3/16	3/4	0 to 1/16	± 1/16	± 1/16

Collect, remove and dispose of solid material residue and liquid waste resulting from grooving operations by vacuuming in a manner satisfactory to the engineer.

D Measurement

The department will measure Longitudinal Grooving Bridge Deck by the square foot of area, acceptably completed.

E Payment

The department will pay for plan quantities according to standard spec 109.1.1.2 at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.700	Longitudinal Grooving Bridge Deck	SF

Payment is full compensation for providing the required machinery and operators; for grooving, for collecting, removing and properly disposing of all waste materials.

(1/5/2017)

**76. Wall Concrete Panel Mechanical Stabilized Earth R-13-348, Item SPV.0165.704;
Wall Concrete Panel Mechanical Stabilized Earth R-13-349, Item SPV.0165.705;
Wall Concrete Panel Mechanical Stabilized Earth R-13-350, Item SPV.0165.706;
Wall Concrete Panel Mechanical Stabilized Earth R-13-351, Item SPV.0165.707;
Wall Concrete Panel Mechanical Stabilized Earth R-13-352, Item SPV.0165.708;
Wall Concrete Panel Mechanical Stabilized Earth R-13-334, Item SPV.0165.709.**

A Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system according to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

This special provision describes the quality management program (QMP) for Mechanically Stabilized Earth (MSE) walls. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of the MSE wall, which meets all the requirements of this provision.

This special provision describes contractor quality control (QC) sampling and testing for backfill density testing, documenting those results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures.

B Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Concrete Panel Mechanically Stabilized Earth Wall systems. Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The department maintains a list of pre-approved proprietary wall systems. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid opening date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared according to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section at the following email address: DOTDLStructuresFabrication@dot.wi.gov.

B.2 Design Requirements

It is the responsibility of the contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit shop drawings to the engineer conforming to [105.2](#) with electronic submittal to the fabrication library under [105.2.2](#). Certify that shop drawings conform to quality control standards by submitting department form [DT2329](#) with each set of shop drawings. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the wall shall be in compliance with the current American Association of State Highway and Transportation Officials LRFD (AASHTO LRFD) Bridge Design Specifications with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the Department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined according to Table 11.5.7-1 in AASHTO LRFD.

Design and construct the walls according to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer. Where walls or wall sections intersect with an included angle of 130 degrees or less, a vertical corner element separate from the standard panel face shall abut and interact with the opposing standard panels. The corner element shall have ground reinforcement connected specifically to that panel and shall be designed to preclude lateral spread of the intersecting panels. If the wall is installed in front of a bridge abutment or wing, it shall also be designed to resist the applied abutment/bridge lateral forces specified on the plans.

Walls parallel to supporting highway traffic shall be designed for the effects of highway surcharge loading equivalent of 2 feet soil surcharge weight or 240 psf. The design shall also consider the traffic barrier impact where applicable. Walls that do not carry highway traffic shall be designed for a live load surcharge of 100 psf according to Chapter 14 of the WisDOT LRFD Bridge Manual or as stated on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratios (CDR) for sliding, eccentricity, and bearing checks is performed by the department and are provided on the wall plans.

The design of the wall by the Contractor shall consider the internal and compound stability of the wall mass according to AASHTO LRFD 11.10.6. The internal stability shall include soil reinforcement pullout, soil reinforcement rupture, and panel-reinforcement connection failure at each soil reinforcement level. The design shall be performed using the Simplified Method or Coherent Gravity Method. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

The wall facing shall be designed according to AASHTO LRFD 11.10.2.3. The facing panels shall also be designed to resist compaction stresses that occur during the wall erection. The minimum thickness of the facing panel shall be 5.5 inches. The surface area of a standard single panel cannot exceed 60 square feet. The maximum height of a standard panel shall be 5 feet. The top and bottom panels may exceed 5 feet in height based on site topography subject to the approval by the Structures Design Section. The design of the steel reinforcement within the panels shall be based on one-way bending action. Design the wall panels and joints between panels to accommodate a maximum differential settlement of 1 foot over a 100-foot length, unless the plans indicate other.

The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 of the wall height, or as shown on the plan. In no case shall this length be less than 8 feet. The soil reinforcement length shall be the same from the bottom to the top of the wall. All soil reinforcement layers shall be connected to facings. The soil reinforcement shall extend a minimum of 3.0 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be 31 inches. The uppermost layer of the reinforcement shall be located between 6 inches and 18 inches below the bottom of an overlying slab, footing or top of the wall. The upper layers of the soil reinforcement shall also be checked to verify that they have sufficient tensile resistance against traffic barrier impact where applicable.

All soil reinforcement required for the reinforced soil zone shall be connected to the face panels. The reinforcement and the reinforcement/facing connection strength shall be designed to resist maximum factored reinforcement loads according to AASHTO LRFD Section 11.10.6. Facing connection strength shall be defined as the resistance factor times the failure load, or the load at 0.5 inch deformation times 0.9, whichever is less. The nominal long term design strength in steel reinforcement and connections shall be based upon assumed conditions at the end of the design life.

Soil reinforcement shall be prefabricated into single or multiple elements before galvanizing. Soil reinforcement shall be fabricated or designed to avoid piling, drainage structures or other obstacles in the fill without field modifications. Unless approved by the Bureau of Structures cutting or altering of the basic structural section of either the strip or grid at the site is prohibited, a minimum clearance of 3" shall be maintained between any obstruction and reinforcement, and splicing reinforcement is not allowed.

The minimum embedment of the wall shall be 1 foot 6 inches below finished grade, or as given on the plans. All walls shall be provided with a concrete leveling pad. Minimum wall embedment does not include the leveling pad depth. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad.

Wall facing units shall be installed on a leveling pad.

B.3 Wall System Components

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All documentation related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

B.3.1 Wall Facing

Wall facing shall consist of modular precast concrete face panels produced by a wet cast process. The concrete panels shall have a minimum strength of 4000 psi at 28 days. The concrete for the panels shall be air entrained, with an air content of 6% +/- 1.5%. All materials for the concrete mixture for the panels shall meet the requirements of standard spec 501. The panel edges shall be configured so as to conceal the joints. The detail shall be a shiplap, tongue and groove or other detail adequate to prevent vandalism or ultraviolet light damage to the backside of the wall joint covering. Joints between panels shall be no more than 0.75 inch. Use full wall height slip joints at points of differential settlement when detailed on the plan. Horizontal joints must be provided with a compressible bearing material to prevent concrete to concrete contact. Panels shall be reinforced using coated high-strength bar steel or welded steel wire fabric conforming to standard spec 505. Welded steel wire fabric shall be epoxy-coated according to ASTM A884 or galvanized according to AASHTO M 111 or ASTM A641. Panel dowels for cast-in-place copings shall be coated high-strength bar steel conforming to standard spec 505. Unless approved by the Bureau of Structures, adhesive anchors are prohibited.

For reinforced cast-in-place concrete cap or coping, use poured concrete Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast-in-place cap and coping concrete as specified in standard spec 716, Class II Concrete. Use coated high-strength bar steel conforming to standard spec 505.

A minimum of two bearing pads shall be used per panel. The allowable bearing stress shall not exceed 900 psi. The bearing pads shall be preformed EPDM rubber conforming to ASTM D2000, Grade 2, Type A, Class A with a minimum Durometer Hardness of 80, or high-density polyethylene pads with a minimum density of 0.034 lb/in³ according to ASTM D1505.

An 18-inch wide geotextile shall be used on the backface of the wall panels to cover all panel joints. The geotextile shall meet the physical requirements stated in standard spec 645.2.4 for Geotextile, Type DF, Schedule B, except that the grab tensile strength shall be a minimum of 180 pounds in both the machine and cross-machine directions. The geotextile shall be attached with a standard construction adhesive suitable for use on concrete surfaces and cold temperatures. The adhesive shall be applied to the panels, not to the geotextile.

B.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete leveling pad. Use Grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete.

The minimum width of the leveling pad shall be 12-inches. The minimum thickness of the leveling pad shall be 6-inches.

B.3.3 Backfill

Furnish and place backfill for the wall as shown on the plans and as hereinafter provided.

Place backfill in a zone extending horizontally from the back face of the wall facing to 1 foot minimum beyond the end of the reinforcement and extending vertically from the top of the leveling pad to a minimum of 3 inches above the final reinforcement layer.

Use natural sand or a mixture of sand with gravel, crushed gravel or crushed stone. Do not use foundry sand, bottom ash, blast furnace slag, crushed/recycled concrete, crushed/milled asphaltic concrete or other potentially corrosive material.

Provide material conforming to the following gradation requirements as per AASHTO T27.

Sieve Size	% by Weight Passing
1 inch	100
No. 40	0 - 60
No. 200	0 - 15

The material shall have a liquid limit not greater than 25, as per AASHTO T89, and a plasticity index not greater than 6, as per AASHTO T90. Provide the percent by weight, passing the #4 sieve.

In addition, backfill material shall meet the following requirements.

Test	Method	Value	
		(Galvanized)	(Aluminized Type 2)
pH	AASHTO T-289	5.0-10.0	5.0 – 9.0
Sulfate content	AASHTO T-290	200 ppm max.	
Chloride content	AASHTO T-291	100 ppm max.	
Electrical Resistivity	AASHTO T-288	3000 ohm-cm min.	1500 ohm-cm min.
Organic Content	AASHTO T-267	1.0% max.	
Angle of Internal Friction	AASHTO T-236 ^[1]	30 degrees min. (At 95.0% of maximum density and optimum moisture, per AASHTO T99, or as modified by C.2.)	

[1] If the amount of P-4 material is greater than 60%, use AASHTO 236 with a standard-size shear box. Test results of this method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

If the amount of P-4 material is less than or equal to 60%, two options are available to determine the angle of internal friction. The first method is to perform a fractured faces count, per ASTM D5821, on the R-4 material. If more than 90% of the material is fractured on one face and more than 50% is fractured on two faces, the material meets the specifications and the angle of internal friction can be assumed to be 30 degrees. The second method allows testing all P-1" material, as per AASHTO T-236, with a large shear box. Test results of this second method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

Prior to placement of the backfill, obtain and furnish to the engineer a certified report of test results that the backfill material complies with the requirements of this specification. Specify the method used to determine the angle of internal friction. This certified report of test shall be less than 6 months old. Tests will be performed by a certified independent laboratory. In addition, when backfill characteristics and/or sources change, provide a certified report of tests for the new backfill material. Additional certified report of tests are also required. These additional backfill tests may be completed at the time of material production or material placement, with concurrence of the engineer. If this additional testing is completed at the time of material production, complete testing for every 2000 cubic yards of backfill or portion thereof. If this additional testing is completed at the time of material placement, complete testing for every 2000 cubic yards of backfill, or portion thereof, used per wall. For the additional required testing for every 2000 cubic yards of backfill placement, if the characteristic of the backfill and/or the source has not changed then Angle of Internal Friction tests are not included in the additional required testing. All certified reports of test results shall be less than 6 months old and performed by a certified independent laboratory.

B.3.4 Soil Reinforcement

All steel portions of the wall system exposed to earth shall be galvanized. All soil reinforcement and attachment devices shall be carefully inspected to ensure they are true size and free from defects that may impair the strength and durability. Soil reinforcement shall be galvanized or aluminized Type 2.

Galvanized soil reinforcement shall be according to AASHTO M 111 or ASTM A641. Aluminized soil reinforcement shall be according to ASTM A463 Aluminized Type 2-100, SS, Grade 50, Class 2. Design of galvanized soil reinforcement shall be according to Section 11.10.6.4.2 of the current AASHTO LRFD Specifications. The design life of steel soil reinforcements shall comply with AASHTO LRFD. Aluminized soil reinforcement shall be limited 16 years of steel protection. Aluminized steel shall only be used on soil reinforcement elements and shall not be used on facing connections or any other steel portion of the wall system. Steel soil reinforcement shall be prefabricated into single or multiple elements before galvanizing.

C Construction

C.1 Excavation and Backfill

Excavation and preparation of the foundation for the MSE wall and the leveling pad shall be according to standard spec 206. The volume of excavation covered is limited to the width of the reinforced mass and to the depth of the leveling pad unless shown or noted otherwise on the plan. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth, after compaction.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall panels, soil reinforcement, or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. Place and compact material beyond the reinforced soil zone to allow for proper compaction of material within the reinforced zone. The MSE reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back panels. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the panels.

C.2 Compaction

Compact all backfill behind the wall as specified in standard spec 207.3.6. Compact the backfill to 95.0% of maximum dry density as determined by AASHTO T-99 (modified to compute densities to the nearest 0.1 pcf).

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the panels. Do not use sheepsfoot or padfoot rollers within the reinforced soil zone.

A minimum of 3 inches of backfill shall be placed over the MSE reinforcement prior to working above the reinforcement.

C.3 Wall Components

C.3.1 General

Erect panel facing and other associated elements according to the wall manufacturer's construction guide. Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing.

The MSE reinforcement shall lay horizontally on the top of the most recently placed and compacted layer of MSE backfill. Bending of MSE reinforcement that result in a kink in the reinforcement shall not be allowed. If skewing of the reinforcement is required due to obstructions in the reinforced fill, the maximum skew angle shall not exceed 15 degrees from the normal position unless a greater angle is shown on the plans. The adequacy of the skewed reinforcement in such a case shall be addressed by supporting calculations.

C.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete leveling pad as shown on the plans. Vertical tolerances shall not exceed 3/4-inch when measured along a 10-foot straight edge. Allow concrete to set at least 12 hours prior to placing wall facing units.

The bottom row of wall facing units shall be horizontal and 100% of the unit surface shall bear on the leveling pad. Rubber or plastic shims may be used to level the wall facing units at the leveling pad. No more than 2 shims (each 3/16-inch thick) shall be used to level the wall facing.

C.3.3 Steel Layers

Place the steel reinforcement full width in one piece as shown on the plans. No splicing will be allowed. Maintain elements in position during backfilling.

C.3.4 Panel Tolerances

As backfill material is placed behind a panel, maintain the panel in its proper inclined position according to the supplier specifications and as approved by the engineer. The supplier shall specify the back batter so that the final position of the wall is vertical. Vertical tolerances and horizontal alignment tolerances shall not exceed 3/4-inch when measured along a 10-foot straight edge. The maximum allowable offset in any panel joint shall be 3/4-inch. The overall vertical tolerance of the wall (plumbness from top to bottom) shall not exceed 1/2-inch per 10 feet of wall height. Erect the precast face panels to ensure that they are located within 1 inch from the contract plan offset at any location to ensure proper wall location at the top of the wall. Provide a 3/4-inch joint separation between all adjacent face panels to prevent direct concrete-to-concrete contact. Maintain this gap by the use of bearing pads and/or alignment pins. Failure to meet this tolerance shall cause the engineer to require the contractor to disassemble and re-erect the affected portions of the wall. In addition, imperfect molding, honeycombing, cracking or severe chipping of panels shall be cause of panel rejection.

C.4 Quality Management Program

C.4.1 Quality Control Plan

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

Do not change the quality control plan without the engineer's review 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 proposed sequencing plan of wall construction operations and random test locations.

C.4.2 Quality Control Personnel

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at each grading site during all wall backfill placement, compaction, and nuclear testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.

If an Assistant Certified Technician (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.4.3 Equipment

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

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

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

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.

Conform to AASHTO T310 and CMM 8-15 for density testing and gauge monitoring methods.

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

C.4.4 Documentation

- (1) Document all observations, inspection records, and process adjustments daily. Submit test results to the department's project materials coordinator on the same day they become available.
- (2) Use forms provided in CMM Chapter 8. Note other information in a permanent field record and as a part of process control documentation enumerated in the contractor's quality control plan. Enter QC data and backfill material certified report results into the applicable materials reporting system (MRS) software within 5 business days after results are available.
- (3) Submit final testing records and other documentation to the engineer electronically within 10 business days after all contract-required information becomes available. The engineer may allow submission of scanned copies of hand-written documentation.

C.4.5 Quality Control (QC) Testing

Perform compaction testing on the backfill. Conform to CMM 8-15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 150 cubic yards of backfill, or major portion thereof in each lift. A minimum of one test for every lift is required. Deliver documentation of all compaction testing results to the engineer at the time of testing.

Perform 1 gradation test every 750 cubic yards of fill and one 5-point Proctor test (or as modified in C.2) every 2,250 cubic yards of fill. Provide the region split samples of both within 72 hours of sampling, at the region laboratory. Test sites shall be selected using ASTM Method D3665. Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.

C.4.6 Department Testing

C.4.6.1 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 2 business days after the department obtains the sample.

C.4.6.2 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.4.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 30% of the required contractor density, Proctor and gradation tests.

- (3) The department will locate density tests and gradation samples randomly, at locations independent of the contractor's QC work. The department will split each Proctor and gradation QV sample, testing half for QV, and retaining the remaining half for 10 business days.
- (4) The department will conduct QV Proctor and gradation tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If density QV test results are nonconforming, the area shall be reworked until the density requirements of this special provision are met. If the gradation test results are nonconforming, standard spec 106.5 will apply. Differing QC and QV nuclear density values of more than 1.5 pcf will be investigated and resolved. QV density tests will be based on the appropriate QC Proctor test results, unless the QV and QC Proctor result difference is greater than 3.0 pcf. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

C.4.6.3 Independent Assurance (IA)

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
 1. Split sample testing.
 2. Proficiency sample testing.
 3. Witnessing sampling and testing.
 4. Test equipment calibration checks.
 5. Reviewing required worksheets and control charts.
 6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.4.6.4.

C.4.6.4 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 may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product 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.5 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation of the entire reinforced soil zone, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

D Measurement

The department will measure Wall Concrete Panel Mechanically Stabilized Earth by the square foot, acceptably completed. The department will compute the measured quantity from the theoretical pay limits the contract plans show. The department will make no allowance for wall area constructed above or

below the theoretical pay limits. All work beyond the theoretical pay limits is incidental to the cost of work. The department will make no allowance for as-built quantities.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.704	Wall Concrete Panel Mechanically Stabilized Earth R-13-348	SF
SPV.0165.705	Wall Concrete Panel Mechanically Stabilized Earth R-13-349	SF
SPV.0165.706	Wall Concrete Panel Mechanically Stabilized Earth R-13-350	SF
SPV.0165.707	Wall Concrete Panel Mechanically Stabilized Earth R-13-351	SF
SPV.0165.708	Wall Concrete Panel Mechanically Stabilized Earth R-13-352	SF
SPV.0165.709	Wall Concrete Panel Mechanically Stabilized Earth R-13-334	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings, leveling pad, leveling pad steps, and shims; constructing the retaining system and providing temporary drainage; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and performing compaction testing.

The department will pay separately for parapets, traffic barriers, railings, and other items above the wall cap or coping.

SPV.0165.709 (20181207)

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

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

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

I. BASIC CONCEPTS

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 15 (number) TrANS Graduate(s) be utilized on this contract.

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 6 (number) TrANS Apprentice(s) be utilized on this contract.

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

1. Description

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

2. Definitions

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

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

3. DBE Percentage Required at Bid Submission

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

4. WisDOT Interpretation of Federal DBE Program Provision

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

a. Department's DBE Evaluation Process

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

b. Documentation Submittal

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

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

(1) **Bidder Meets DBE Goal**

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

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

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

c. **Bidder Fails to Submit Documentation**

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

5. Department's Criteria for Good Faith Effort

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

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

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

b. Prime Contractors should:

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

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

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

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

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

6. Use of Joint Checks

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

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

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

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

7. Bidder's Appeal Process

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

8. Department's Criteria for DBE Participation

Directory of DBE firms

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

9. Counting DBE Participation

Assessing DBE Work

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

10. Commercially Useful Function

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

11. Credit Evaluation for Trucking

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

12. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

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

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

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

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

13. Credit Evaluation for DBE Primes

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

14. Joint Venture

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

15. Mentor Protégé

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

16. DBE Replacement or Termination

Contractual Requirement

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

Contractor Considerations

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

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

The Request to Replace or Terminate a DBE

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

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

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

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

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

Evaluation and Response to the Request

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

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

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

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

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

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

18. Contract Modifications

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

19. Payment

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

APPENDIX A

Sample Contractor Solicitation Letter Page 1

This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____
 Letting Date: _____
 Project ID: _____

Please check all that apply

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

Prime Contractor 's Contact Person

 Phone: _____
 Fax: _____
 Email: _____

DBE Contractor Contact Person

 Phone _____
 Fax _____
 Email _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

APPENDIX B

BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

APPENDIX D
Good Faith Effort Evaluation Guidance
Excerpt from Appendix A of 49 CFR Part 26

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

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

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

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

Appendix E

Small Business Network [SBN] Overview

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

Within the Small Business Network, Prime Contractors can:

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

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

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

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

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

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

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

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

ADDITIONAL SPECIAL PROVISIONS 5**Fuel Cost Adjustment****A Description**

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

B Categories of Work Items

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.1100	Backfill Granular Grade 1	CY	0.23
209.1500	Backfill Granular Grade 1	Ton	0.115
209.2100	Backfill Granular Grade 2	CY	0.23
209.2500	Backfill Granular Grade 2	Ton	0.115
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09

C Fuel Index

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$2.15 per gallon.

D Computing the Fuel Cost Adjustment

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

$$FA = \frac{CFI}{BFI} - 1 \times Q \times BFI$$

(plus is payment to contractor; minus is credit to the department)

Where	FA	=	Fuel Cost Adjustment (plus or minus)
	CFI	=	Current Fuel Index
	BFI	=	Base Fuel Index
	Q	=	Monthly total gallons of fuel

E Payment

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

Additional Special Provision 6

ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

104.3 Contractor Notification

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

104.3.1 General

- (1) Subsection 104.3 specifies the step-by-step communication process to be followed to expedite the resolution of potential contract revisions identified by the contractor. Both contractor actions and department responses are outlined. The contractor's non-compliance with the requirements of 104.3 may constitute a waiver of entitlement to a pay adjustment under 109.4 or a time extension under 108.10. The department and contractor can mutually agree to extend any time frame specified throughout 104.3.

104.3.2 Contractor Initial Oral Notification

- (1) If required by 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, the contractor must promptly provide oral notification to the project engineer. Upon notification, the project engineer will attempt to resolve the identified issue.

104.3.3 Contractor 5-Day Written Statement

- (1) If the project engineer has not responded or resolved the identified issue within 5 business days after receipt of initial notification, provide a contractor written statement to the project engineer in the following format:

Part 1 - Executive Summary (label page 1.1 through page 1.x)

Include a detailed, factual statement of the request for additional compensation and contract time. Include the date the issue was identified, the date initial notification was given to the project engineer, and the dates and specific locations of work involved.

Part 2 - Contractor's Basis of Entitlement (label page 2.1 through page 2.x)

Include references to relevant contract provisions and a narrative summarizing how the contract provisions support the request for a revision to the original contract.

Part 3 - Contractor's Request for Damages (label page 3.1 through page 3.x)

When requesting additional compensation, include an itemized list of costs with a narrative supporting the requested amount and explaining how the costs are tied to the requested contract revision.

When requesting additional contract time, include a copy of the schedule that was in effect when the issue occurred and a detailed narrative explaining how the issue impacted controlling items of work. Provide a time impact analysis utilizing base and updated schedules.

If the full extent of either compensation or time is not known at the date of submittal of the contractor 5-Day written statement, provide a brief statement as to why, and include estimated compensation and time.

Part 4 - Supporting Documentation (label page 4.1 through page 4.x)

Include copies of the following:

- A. Relevant excerpts from specifications, special provisions, plans, change orders, or other contract documents.
 - B. Communication on the issue, including: letters, e-mails, meeting minutes, etc.
 - C. Any other documentation to support or clarify the contractor's position, including: daily work records, cost summary sheets, weigh tickets, test results, sketches, etc.
- (2) With the submittal of the written statement, the contractor may also request a meeting with the region.

104.3.4 Region One-Day Written Acknowledgment

- (1) Within one business day after the contractor provides the 5-day written statement, the project engineer will provide a region one-day written acknowledgment to the contractor. The project engineer will continue to resolve the issue.

104.3.5 Region 5-Day Written Response

- (1) Within 5 business days after receiving the contractor 5-day written statement, the project engineer may request specific additional information to allow the project engineer to decide whether item 1 or 2 of 104.3.6(1) applies. The project engineer will state the information needed and date it is to be

received for further review. Submit additional information as an amendment to the contractor 5-day written statement.

104.3.6 Region Final Decision

- (1) Within 10 business days after receiving the contractor 5-day written statement or additional information requested in 104.3.5(1), whichever comes last, the region will consider all information and provide a region final decision in writing to the contractor with one or more of the following responses:
 1. The region will confirm that the contractor is entitled to a contract revision and a contract change order is necessary as specified in 104.2. The project engineer will give direction concerning the potential change.
 2. The region will deny that the contractor is entitled to a contract revision. The project engineer will provide a statement as to why the issue is not a change to the contract. At a minimum, the project engineer will respond to the contractor's issues and refer to the contract to show why the issues are not a change from the original contract.
 - (2) If the contractor does not agree with the region's decision the contractor may pursue the issue as a claim as specified in 105.13. Alternatively, if the contractor and department mutually agree, the department will get a third-party advisory opinion according to the department's dispute resolution procedures.
 - (3) If a third party reviews the issue, their recommendation is not binding on either party. The region has 10 business days after receipt of the third party's written recommendation to render a decision. If the department fails to respond in writing within those 10 business days or the contractor disagrees with the region's decision, the contractor may pursue the issue as a claim as specified in 105.13.
-

104.6.1.2.1 General

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Conduct construction operations and provide facilities required to maintain the portion of the project open to the public in a condition that safely and adequately accommodates public traffic. Use barricades, signs, flaggers, and temporary barrier as specified in part VI, of the WMUTCD and ensure that the contractor's use of the right-of-way conforms to 107.9. Throughout the life of the contract, and as the engineer directs, conduct construction operations and provide facilities as follows:
 - Conduct flagging operations conforming to plan details and the department's flagging handbook.
 - Use drums, barricades, and temporary barrier to delineate and shield abrupt drop-offs and other hazards.
 - Furnish, erect, and maintain traffic control devices and facilities conforming to 643.
 - Furnish, erect, and maintain temporary pedestrian devices and facilities conforming to 644.
-

104.6.1.2.2 Flagging

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

- (3) Provide associated advanced warning signs that meet the retroreflective requirements of 637.2.2.2. Provide temporary portable rumble strips from the department's APL installed according to manufacturer's instructions and as specified in the flagging plan details. Provide guidance service through the worksite using pilot vehicles if required.

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

- (5) Flagging is incidental to the contract and includes costs for advance signing, temporary portable rumble strips, and pilot vehicle guidance service.

104.8 Rights in the Use of Materials Found on the Project

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

- (2) Do not excavate or remove material from within the right-of-way that is not within the vertical and horizontal excavation limits the plans show except as follows:
- If the contract does not identify potential source areas, obtain written authorization from the engineer to use those sources. Complete required environmental documentation and obtain necessary permits. The department will reduce pay by \$1.50 per cubic yard under the Material from Right-of-Way administrative item for material obtained from those areas.
 - If the contract identifies potential source areas that were evaluated and permitted in the original environmental document, do not begin excavating in those areas until the engineer allows in writing. Additional environmental documentation and environmental permits are not required. The department will not reduce pay for material obtained from those areas.

The department may suspend use of these sources if the contractor's operation affects the essential functions or characteristics of the project.

104.10.1 General

Replace paragraph one with the following effective with the December 2019 letting:

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

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

- (5) The department will consider a CRI that changes but does not impair the essential functions or characteristics of the project. These functions or characteristics include, but are not limited to, appearance, service life, economy of operations, ease of maintenance, design, and safety of structures and pavements, construction phasing or procedures, or other contract requirements. The department will not consider a CRI that changes the following:
- Permanent pavement type.
 - Permanent structural cross section above the subgrade.
-

104.10.2 Submittal and Review of a CRI Concept

Replace paragraphs five and six with the following effective with the December 2019 letting:

- (5) The department may consider a CRI concept that addresses a potential change under 104.2.
- (6) The department will not implement a contractor-initiated CRI concept, or portion of that concept, without sharing the cost savings with the contractor as specified in 104.10.4.2.
- (7) The savings generated by the CRI must be sufficient to warrant its review and processing and offset the level of risk. The department will assess the risk of the CRI relative to departmental design policies and criteria for the project. The department may reject a CRI concept for the following reasons:
1. It requires excessive time or costs for the contractor to develop the CRI proposal.
 2. It requires excessive time or costs for review, evaluation, investigation, or implementation.
 3. It introduces an inappropriate level of risk.

104.10.4.2 Payment for the CRI Work

Replace paragraph one with the following effective with the December 2019 letting:

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

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

Where:

NS = Net Savings

CW = The cost of the work required by the original contract that is revised by the CRI. CW is computed at contract bid prices if applicable.

CRW = The cost of the revised work, computed at contract bid prices if applicable.

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

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

105.13 Claims Process for Unresolved Changes

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

105.13.1 General

- (1) Before submitting a claim, the department and contractor can mutually agree to have the department get a third-party advisory opinion as specified in 104.3.6.
- (2) The department and contractor can mutually agree to extend any time frame specified throughout 105.13 and can mutually agree to utilize an alternative dispute resolution method at any point before the department renders its final decision.
- (3) The department and contractor share costs related to referral to a dispute review board (DRB) as prescribed in the department's dispute resolution procedures.

105.13.2 Notice of Claim

- (1) If the contractor has followed the procedures for revising the contract specified in 104.2 and provided the notification specified in 104.3, but still disagrees with the region, the contractor may pursue the issue as a claim. File a notice of claim with the project engineer concerning the disagreement within 14 calendar days of receiving the region's decision under 104.3.6(1).
- (2) The project engineer may deny the applicable portion of a claim if the contractor does not do the following:
 1. File the notice of claim within 14 calendar days as specified in 105.13.2(1).
 2. Give the project engineer sufficient access to keep a record of the actual labor, materials, and equipment used to perform the claimed work.

- (3) Upon filing the notice of claim, maintain records as specified for force account statements in 109.4.5. Unless the project engineer issues a suspension, continue to perform the disputed work. The department will continue to make progress payments to the contractor as specified in 109.6.

105.13.3 Submission of Claim

- (1) Submit the claim to the project engineer as promptly as possible following the submission of the Notice of Claim, but not later than the end of the time allowed under 109.7 for the contractor to respond in writing to the engineer-issued semi-final estimate. If the contractor does not submit the claim within that response time, the department will deny the claim.
- (2) The department will not accept the submission of a claim until the resolution process in 104.3 has been completed and the contractor makes no further requests to submit updated information that may affect the region's final decision.

105.13.4 Content of Claim

- (1) The final contractor written statement under 104.3.3 is considered the content of the claim. If the contractor makes a request to submit updated information that may affect the region's final decision under 104.3.6, submit the updated information as an amendment to the contractor written statement and continue the resolution process in 104.3 before submitting a claim.
- (2) The department may refer the claimant of a false claim to the appropriate authority for criminal prosecution. Certify the claim using the following form:

The undersigned is duly authorized to certify this claim on behalf of (the contractor).

(The contractor) certifies that this claim is made in good faith, that the supporting data are accurate and complete to the best of (the contractor's) knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which (the contractor) believes that the department is liable.

(THE CONTRACTOR)

By: _____

(Name and Title)

Date of Execution: _____

105.13.5 Department Final Decision

- (1) The department will have up to 28 calendar days, from the contractor's submission of the claim, to perform a final review of the claim and conduct all meetings. The department may request, in writing, that the contractor submit additional information related to the claim. Submit that additional information, or notify the department in writing to base its decision on the information previously submitted. Either the contractor or region may request a meeting to present their views. Before the meeting, both parties will agree upon written ground rules for the meeting.
- (2) Upon completion of the 28 calendar days for the department's review and meetings, the department will have up to 21 calendar days to render a written decision. The department will consider written and oral submissions from the contractor and region, and may consider other relevant information in the project records.
- (3) The department will provide the following in its final decision:
 1. A concise description of the claim.
 2. A clear, contractual basis for its decision that includes a reference to 104.2 on revisions to the contract and as appropriate, specific reference to language regarding the bid items in question.
 3. Other facts the department relies on to support its decision.
 4. A concise statement of the circumstances surrounding the claim and reasons for its decision. If the department rejects the claim in whole or in part, the department will explain why the claimed work is not a change to the contract work.
 5. The amount of money or other relief, if any, the department will grant the contractor.
- (4) If the contractor disagrees with the department's final decision, the contractor may initiate a legal action pursuant to state statutes.

106.3.4.2.2.2 Freeze-Thaw Soundness

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Perform freeze-thaw soundness testing according to AASHTO T103 as modified in CMM 8-60.2. Provide freeze/thaw soundness test results based on the fraction retained on the No. 4 sieve as follows:
 1. Using virgin crushed stone aggregates produced from limestone/dolomite sources in one or more of the following counties or from out of state:

Brown	Columbia	Crawford	Dane	Dodge
Fond du Lac	Grant	Green	Green Lake	Iowa
Jefferson	Lafayette	Marinette	Oconto	Outagamie
Rock	Shawano	Walworth	Winnebago	
 2. Using gravel aggregates produced from pit sources in one or more of the following counties or from out of state:

Dodge	Washington	Waukesha

208.5 Payment

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

- (3) The department will adjust pay for material obtained from within the project right-of-way limits but outside project excavation limits, furnished under 208.2.2, as specified in 104.8.

301.2.3 Sampling and Testing

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Department and contractor testing shall conform to the following:

Sampling ^[1]	AASHTO T2
Percent passing the 200 sieve	AASHTO T11
Gradation ^[1]	AASHTO T27
Gradation of extracted aggregate	AASHTO T30
Moisture content ^[1]	AASHTO T255
Liquid limit	AASHTO T89
Plasticity index	AASHTO T90
Wear	AASHTO T96
Sodium sulfate soundness (R-4, 5 cycles)	AASHTO T104
Freeze/thaw soundness ^[1]	AASHTO T103
Lightweight Pieces in Aggregate	AASHTO T113
Fracture	ASTM D5821 as modified in CMM 8-60
Moisture/density ^[1]	AASHTO T99 and AASHTO T180
In-place density ^[1]	AASHTO T191
Asphaltic material extraction	CMM 8-36 WisDOT Test Method 1560

^[1] As modified in CMM 8-60.

301.2.4.5 Aggregate Base Physical Properties

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Furnish aggregates conforming to the following:

TABLE 301-2 AGGREGATE BASE PHYSICAL PROPERTIES

PROPERTY	CRUSHED STONE	CRUSHED GRAVEL	CRUSHED CONCRETE	RECLAIMED ASPHALT	REPROCESSED MATERIAL	BLENDED MATERIAL
Gradation AASHTO T27						
dense	305.2.2.1	305.2.2.1	305.2.2.1	305.2.2.2	305.2.2.1	305.2.2.1 ^[1]
open-graded	310.2	310.2	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>
Wear AASHTO T96 loss by weight	<=50%	<=50%	note ^[2]	—	note ^[2]	note ^[3]
Sodium sulfate soundness AASHTO T104 loss by weight						
dense	<=18%	<=18%	—	—	—	note ^[3]
open-graded	<=12%	<=12%	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>
Freeze/thaw soundness AASHTO T103 ^[6] loss by weight						
dense	<=18%	<=18%	note ^[2]	—	—	note ^[3]
open-graded	<=18%	<=18%	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>
Liquid limit AASHTO T89	<=25	<=25	<=25	—	—	note ^[3]
Plasticity AASHTO T90	<=6 ^[4]	<=6 ^[4]	<=6 ^[4]	—	—	note ^[3]
Fracture ASTM D5821 ^[6] min one face by count						
dense	58%	58%	58%	—	note ^[5]	note ^[3]
open-graded	90%	90%	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>

^[1] The final aggregate blend must conform to the specified gradation.

^[2] No requirement for material taken from within the project limits. For material supplied from a source outside the project limits:

- LA wear maximum of 50 percent loss, by weight.
- Freeze thaw maximum of 42 percent loss, by weight.

^[3] Required as specified for the individual component materials defined in columns 2 - 6 of the table before blending.

^[4] For base placed between old and new pavements, use crushed stone, crushed gravel, or crushed concrete with a plasticity index of 3 or less.

^[5] >=75 percent by count of non-asphalt coated particles.

^[6] as modified in CMM 8-60.

450.2.2 Aggregate Sampling and Testing

Replace paragraph one with the following effective with the December 2019 letting:

- (1) The department and the contractor will sample and test according to the following methods, except as revised with the engineer's approval:
- | | |
|--|-------------|
| Sampling aggregates..... | AASHTO T2 |
| Material finer than No. 200 sieve | AASHTO T11 |
| Sieve analysis of aggregates | AASHTO T27 |
| Mechanical analysis of extracted aggregate..... | AASHTO T30 |
| Sieve analysis of mineral filler | AASHTO T37 |
| Los Angeles abrasion of coarse aggregate | AASHTO T96 |
| Freeze-thaw soundness of coarse aggregate ^[1] | AASHTO T103 |
| Sodium sulfate soundness of aggregates (R-4, 5 cycles)..... | AASHTO T104 |
| Extraction of bitumen | AASHTO T164 |

^[1] As modified in CMM 8-60.2.

450.3.2.6.3 Compaction Roller Pattern Determined by Growth Curve

Add 450.3.2.6.3 as a new subsection effective with the December 2019 letting:

450.3.2.6.3 Compaction Roller Pattern Determined by Growth Curve

- (1) Compact asphaltic mixture using the roller pattern established during construction of a control strip. Use 2 or more rollers per paver if placing more than 165 tons per hour.
- (2) On the first day of production, construct a control strip under the direct observation of department personnel. After compacting the control strip with a minimum of 3 passes, mark the gauge outline and take a one-minute wet density measurement using a nuclear density gauge in back scatter mode at a single location. Take a density measurement at the same location after each subsequent pass. Continue compacting and testing until the increase in density is less than 1 pcf for 3 consecutive passes. Submit the final roller pattern to the engineer in writing. Once the roller pattern is established do not change the pattern or decrease the number, type, or weight of rollers without the engineer's written approval.
- (3) After establishing the roller pattern, and under the direct observation of the engineer, cut at least one 4-inch diameter or larger core from the control strip density gauge outline. Prepare cores and determine density according to AASHTO T166. Dry cores after testing. Fill core holes and obtain engineer approval before opening to traffic. The department will maintain custody of cores throughout the entire sampling and testing process. The department will label cores, transport cores to testing facilities, witness testing, store dried cores, and provide subsequent verification testing.

450.3.2.8 Jointing

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

- (3) Construct notched wedge longitudinal joints for mainline paving of HMA layers 1.75 inches or greater. Extend the wedge beyond the normal lane width as the plans show or as the engineer directs.

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

- (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 or vibratory plate compactor the same width as the wedge. Apply a tack coat to the wedge surface and both notches before placing the adjacent lane.
- (6) Clean longitudinal and transverse joints coated with dust and, if necessary, paint with hot asphaltic material, a cutback, or emulsified asphalt to ensure a tightly bonded, sealed joint.

455.2.5 Tack Coat

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Under the Tack Coat bid item, furnish type SS-1h, CSS-1h, QS-1h, CQS-1h, or modified emulsified asphalt with an "h" suffix, unless the contract specifies otherwise.

460.2.2.3 Aggregate Gradation Master Range

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENT PASSING DESIGNATED SIEVES							
	NOMINAL SIZE							
	No. 1 (37.5 mm)	No. 2 (25.0 mm)	No. 3 (19.0 mm)	No. 4 (12.5 mm)	No. 5 (9.5 mm)	No. 6 (4.75 mm)	SMA No. 4 (12.5 mm)	SMA No. 5 (9.5 mm)
50.0-mm	100							
37.5-mm	90 - 100	100						
25.0-mm	90 max	90 - 100	100					
19.0-mm	—	90 max	90 - 100	100			100	
12.5-mm	—	—	90 max	90 - 100	100		90 - 97	100
9.5-mm	—	—	—	90 max	90 - 100	100	58 - 80	90 - 100
4.75-mm	—	—	—	—	90 max	90 - 100	25 - 35	35 - 45
2.36-mm	15 - 41	19 - 45	23 - 49	28 - 58	32 - 67	90 max	15 - 25	18 - 28
1.18-mm	—	—	—	—	—	30 - 55	—	—
0.60-mm	—	—	—	—	—	—	18 max	18 max
0.075-mm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	6.0 - 13.0	8.0 - 11.0	8.0 - 12.0
% VMA	11.0 min	12.0 min	13.0 min	14.0 min ^[1]	15.0 min ^[2]	16.0 - 17.5	16.0 min	17.0 min

^[1] 14.5 for LT and MT mixes.

^[2] 15.5 for LT and MT mixes.

460.2.7 HMA Mixture Design

Replace paragraph one with the following effective with the December 2019 letting:

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. Ensure that SMA mixture designs adhere to AASHTO R 46 and AASHTO M 325 in addition to the required test procedures outlined in CMM 8-66 table 1 and CMM 8-66 table 2. Determine the specific gravity of fines or super fines used as a mineral filler or additional stabilizer in SMA designs according to AASHTO T 100. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to CMM 8-66.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	LT	MT	HT	SMA
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	35
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103 as modified in CMM 8-60.2) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821 as modified in CMM 860) (one face/2 face, % by count)	65/___	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40 ^[1]	43 ^[1]	45	45
Sand Equivalency (AASHTO T176, min)	40	40 ^[2]	45	50
Clay Lumps and Friable Particle in Aggregate (AASHTO T112)	<= 1%	<= 1%	<= 1%	<= 1%
Plasticity Index of Material Added to Mix Design as Mineral Filler (AASHTO T89/90)	<= 4	<= 4	<= 4	<= 4
Gyratory Compaction				
Gyrations for Nini	6	7	8	7
Gyrations for Ndes	40	75	100	65
Gyrations for Nmax	60	115	160	100
Air Voids, %Va (%Gmm Ndes)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.5 (95.5)
% Gmm Nini	<= 91.5 ^[3]	<= 89.0 ^[3]	<= 89.0	___
% Gmm Nmax	<= 98.0	<= 98.0	<= 98.0	<= 98.0
Dust to Binder Ratio ^[4] (% passing 0.075/Pbe)	0.6 - 1.2 ^[5]	0.6 - 1.2 ^[5]	0.6 - 1.2 ^[5]	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 ^{[6] [8]}	65 - 75 ^{[6] [7] [9]}	65 - 75 ^{[6] [7] [9]}	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) ^{[10] [11]}				
no antistripping additive	0.75 min	0.75 min	0.75 min	0.80 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)	___	___	___	<= 0.30
Minimum Effective Asphalt Content, Pbe (%)	___	___	___	5.5

^[1] For No 6 (4.75 mm) nominal maximum size mixes, the specified fine aggregate angularity is 43 for LT and 45 MT mixes.

^[2] For No 6 (4.75 mm) nominal maximum size mixes, the specified sand equivalency is 43 for MT mixes.

^[3] The percent maximum density at initial compaction is only a guideline.

^[4] For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

^[5] For No 6 (4.75 mm) nominal maximum size mixes, the specified dust to binder ratio limits are 1.0 - 2.0 for LT mixes and 1.5 - 2.0 for MT and HT mixes.

^[6] For No. 6 (4.75mm) nominal maximum size mixes, the specified VFB is 67 - 79 percent for LT mixes and 66 - 77 percent for MT and HT mixes.

^[7] For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

^[8] For No. 2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

^[9] For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

^[10] WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

^[11] Run TSR at asphalt content corresponding to 3.0% air void regressed design, or 4.5% air void design for SMA, using distilled water for testing.

460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Replace paragraph four with the following effective with the December 2019 letting:

- (4) Use the test methods identified below, or other methods the engineer approves, to perform the following tests at the frequency indicated:

Blended aggregate gradations:

Drum plants:

- Field extraction by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1. Gradation of resulting aggregate sample determined according to AASHTO T30.
- Belt samples, optional for virgin mixtures, obtained from stopped belt or from the belt discharge using an engineer-approved sampling device and performed according to AASHTO T11 and T27.

Batch plants:

- Field extraction by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1. Gradation of resulting aggregate sample determined according to AASHTO T30.

Asphalt content (AC) in percent:

AC by ignition oven according to AASHTO T308 (CMM 8-36.6.3.6), by chemical extraction according to AASHTO T-164 method A or B; or by automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1. Gradation of resulting aggregate sample determined according to AASHTO T30.

Bulk specific gravity of the compacted mixture according to AASHTO T166.

Maximum specific gravity according to AASHTO T209.

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

VMA by calculation according to AASHTO R35.

460.2.8.2.1.4.2 Control Charts

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Maintain standardized control charts at the laboratory. Record contractor test results on the charts the same day as testing. Record data on the standardized control charts as follows:
- Blended aggregate gradation tests in percent passing. Of the following, plot sieves required in table 460-1: 37.5-mm, 25.0-mm, 19.0-mm, 12.5-mm, 9.5-mm, 4.75-mm, 2.36-mm, 1.18-mm, 0.60-mm, and 0.075-mm.
 - Asphalt material content in percent.
 - Air voids in percent.
 - VMA in percent.
- (2) Plot both the individual test point and the running average of the last 4 data points on each chart. Show QC data in black with the running average in red. Draw the warning limits with a dashed green line and the JMF limits with a dashed red line. The contractor may use computer generated black-and-white printouts with a legend that clearly identifies the specified color-coded components.

460.2.8.2.1.5 Control Limits

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
4.75-mm	+/- 5.0	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
1.18-mm	+/- 4.0	+/- 3.0
0.60-mm	+/- 4.0	+/- 3.0
0.075-mm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent ^[1]	+1.3/-1.0	+1.0/-0.7
VMA in percent ^[2]	- 0.5	- 0.2

^[1] For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

^[2] For No. 6 (4.75mm) mixes, JMF limits are +/- 0.5 and warning limits are +/- 0.2.

460.3.2 Thickness

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Provide the plan thickness for lower and upper layers limited as follows:

NOMINAL SIZE	MINIMUM LAYER THICKNESS (in inches)	MAX LOWER LAYER THICKNESS (in inches)	MAX UPPER LAYER THICKNESS (in inches)	MAX SINGLE LAYER THICKNESS ^[3] (in inches)
No. 1 (37.5 mm)	4.5	6	4.5	6
No. 2 (25.0 mm)	3.0	5	4	6
No. 3 (19.0 mm)	2.25	4	3	5
No. 4 (12.5 mm) ^[1]	1.75	3 ^[2]	2.5	4
No. 5 (9.5 mm) ^[1]	1.25	3 ^[2]	2	3
No. 6 (4.75 mm)	0.75	1.25	1.25	1.25

^[1] SMA mixtures use nominal size No. 4 (12.5 mm) or No. 5 (9.5 mm).

^[2] SMA mixtures with nominal sizes of No. 4 (12.5 mm) and No. 5 (9.5 mm) have no maximum lower layer thickness specified.

^[3] For use on cross-overs and shoulders.

- (2) Place leveling layers using No. 4 (12.5 mm), No. 5 (9.5 mm), or No. 6 (4.75 mm) mixtures. Leveling layers may be thinner than the minimum lower layer thickness for the mixture used.
- (3) Place wedging layers as the contract specifies or engineer directs. Wedging layers have no specified minimum or maximum thickness.

460.3.3.1 Minimum Required Density

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Compact No. 6 mixtures in lower layers as specified in 450.3.2.6.2 and in upper layers as specified in 450.3.2.6.3. For other HMA mixtures, compact all layers to the density table 460-3 specifies.

TABLE 460-3 MINIMUM REQUIRED DENSITY^[1]

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		LT and MT	HT	SMA ^[5]
TRAFFIC LANES ^[2]	LOWER	93.0 ^[3]	93.0 ^[4]	—
	UPPER	93.0	93.0	93.0
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	—
	UPPER	92.0	92.0	92.0

^[1] The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer will investigate the acceptability of that material according to CMM 8-15.11.

^[2] Includes side roads, crossovers, turn lanes, ramps, parking lanes, bike lanes, and park-and-ride lots as defined by the contract plans.

^[3] Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

^[4] Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

460.3.3.2 Pavement Density Determination

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

- (3) A lot is defined in CMM 8-15 and placed within a single layer for each location and target maximum density category indicated in table 460-3. The lot density is the average of all samples taken for that lot. The department determines the number of tests per lot according to CMM 8-15.

460.5.2.1 General

Replace paragraph six with the following effective with the December 2019 letting:

- (6) If during a QV dispute resolution investigation the department discovers unacceptable mixture defined by one or more of the following:
- Va less than 2.5 or greater than 6.5 percent for SMA, or for other mixes, less than 1.5 or greater than 5.0 percent.
 - VMA more than 1.0 percent below the minimum or above the maximum specified 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.

501.2.5.5 Sampling and Testing

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Sample and test aggregates for concrete according to the following:

Sampling aggregates ^[1]	AASHTO T2
Lightweight pieces in aggregate	AASHTO T113
Material finer than No. 200 sieve ^[1]	AASHTO T11
Unit weight of aggregate	AASHTO T19
Organic impurities in sands	AASHTO T21
Sieve analysis of aggregates	AASHTO T27
Effect of organic impurities in fine aggregate	AASHTO T71
Los Angeles abrasion of coarse aggregate	AASHTO T96
Alkali Silica Reactivity of Aggregates	ASTM C1260
Alkali Silica Reactivity of Combinations of Cementitious Materials and Aggregates	ASTM C1567
Freeze-thaw soundness of coarse aggregate ^[1]	AASHTO T103
Sodium sulfate soundness of coarse aggregates (R-4, 5 cycles)	AASHTO T104
Specific gravity and absorption of fine aggregate	AASHTO T84
Specific gravity and absorption of coarse aggregate ^[1]	AASHTO T85
Flat & elongated pieces based on a 3:1 ratio ^[1]	ASTM D4791
Sampling fresh concrete	AASHTO R60
Making and curing concrete compressive strength test specimens	AASHTO T23
Compressive strength of molded concrete cylinders	AASHTO T22

^[1] As modified in CMM 8-60.

505.2.2 Bar Steel Reinforcement

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Conform to AASHTO M31, type S or type W.

505.2.3 High-Strength Bar Steel Reinforcement

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Conform to AASHTO M31, grade 60, type S or type W.

505.2.4.1 General

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Conform to AASHTO M31, grade 60, type S or type W. Ensure that the coating is applied in a CRSI certified epoxy coating plant. Bend bars that require bending before coating, unless the fabricator can bend the bar without damaging the coating.

505.2.6.1 General

Replace paragraph one with the following effective with the December 2019 letting:

- (1) For dowel bars and straight tie bars, there is no requirement for bend tests. Ensure that the bars are the specified diameter and length the plans show.

505.2.6.2.2 Solid Dowel Bars

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Furnish coated bars conforming to AASHTO M31 grade 40 or 60. Alternatively the contractor may furnish dowel bars conforming to AASHTO M227 grade 70-80. Coat in a plant certified by the Concrete Reinforcing Steel Institute with a thermosetting epoxy conforming to AASHTO M254, type B.

625.3.2 Processing Topsoil or Salvaged Topsoil

Delete paragraph four effective with the December 2019 letting.

701.3.1 General

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

- (1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Use the test methods specified in table 701-1.

TABLE 701-1 TESTING AND CERTIFICATION STANDARDS

TEST	TEST STANDARD	MINIMUM REQUIRED CERTIFICATION (any one of the certifications listed for each test)
Random Sampling	CMM 8-30.9.2	Transportation Materials Sampling Technician (TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG) PCC Technician I (PCCTEC-I) PCCTEC-I Assistant Certified Technician (ACT-PCC) Grading Technician I (GRADINGTEC-I) Grading Assistant Certified Technician (ACT-GRADING)
Sampling Aggregates	AASHTO T2 ^{[1][4]}	TMS, AGGTEC-1, ACT-AGG
Percent passing the No. 200 sieve	AASHTO T11 ^[1]	AGGTEC-I, ACT-AGG
Fine and coarse aggregate gradation	AASHTO T27 ^[1]	
Aggregate moisture content	AASHTO T255 ^[1]	
Fractured faces	ASTM D5821 ^[1]	
Liquid limit	AASHTO T89	Aggregate Testing for Transportation Systems (ATTS) GRADINGTEC-I, or ACT-GRADING
Plasticity index	AASHTO T90 ^[3]	
Sampling freshly mixed concrete	AASHTO R60	PCCTEC-1 ACT-PCC
Air content of fresh concrete	AASHTO T152 ^[2]	
Air void system of fresh concrete	AASHTO TP118 ^[5]	
Concrete slump	AASHTO T119 ^[2]	
Concrete temperature	ASTM C1064	
Making and curing concrete cylinders	AASHTO T23	
Moist curing for concrete cylinders	AASHTO M201	
Concrete compressive strength	AASHTO T22	Concrete Strength Tester (CST) CST Assistant Certified Technician (ACT-CST)
Concrete flexural strength	AASHTO T97	
Profiling	—	PROFILER

^[1] As modified in CMM 8-60.

^[2] As modified in CMM 8-70.

^[3] A plasticity check, if required under individual QMP provisions, may be performed by an AGGTEC-I in addition to the certifications listed for liquid limit and plasticity index tests.

^[4] Plant personnel may operate equipment to obtain samples under the direct observation of a TMS or higher.

^[5] Consolidate tests by rodding only.

715.2.1 General

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

- (5) For new lab-qualified mixes, test the air void system of the proposed concrete mix. Include the SAM number as a part of the mix design submittal.

715.3.1.1 General

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

- (2) Test the air void system at least once per lot and enter the SAM number in the MRS for information only. SAM testing is not required for the following:
- For lots with less than 4 sublots.
 - High early strength (HES) concrete.
 - Special high early strength (SHES) concrete.
 - Concrete placed under the following bid items:
 - Concrete Pavement Approach Slab
 - Concrete Masonry Culverts
 - Concrete Masonry Retaining Walls
 - Steel Grid Floor Concrete Filled
 - Crash Cushions Permanent
 - Crash Cushions Permanent Low Maintenance
 - Crash Cushions Temporary

730.3.1 General

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

- (3) Stockpile tests^[1] can be used for multiple projects. If placement on a project does not begin within 120 calendar days after the date the stockpile sample was obtained, retest the stockpile before placement begins.

^[1] Replace the stockpile test with an in-place production test for concrete pavement recycled and processed on-site; test on the first day of production.

730.3.2 Contractor QC Testing

Replace paragraph four with the following effective with the December 2019 letting:

- (4) Submit test results to the engineer within one business day of obtaining the sample, except any aggregate classification with recycled asphalt may be submitted within two business days.

730.3.4.1 Contractor QC Testing

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

- (1) For small quantity contracts with ≤ 500 tons, submit 2 production tests or 1 stockpile test. Production tests are valid for 3 years from the date the production sample was obtained. Begin placement within 3 years of the date sampled.
- (2) For small quantity contracts with ≤ 6000 tons and ≥ 500 tons, do the following:
1. Conduct one QC stockpile test before placement.
 2. Submit 2 production tests or conduct 1 loadout test instead of placement tests. Production tests are valid for 3 years from the date the production sample was obtained; the first day of placement must be within 3 years of the date sampled.
 3. If the actual quantity placed is more than 6000 tons, on the next day of placement perform one additional random QC test for each 3000 tons of overrun, or fraction thereof.

740.3.2 Contractor QC Testing

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

- (3) Field-locate the beginning and ending points for each profile run. Measure the profiles of each standard and partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Define segments one wheel path wide and distinguished by length as follows:
1. Standard segments are 500 feet long.
 2. Partial segments are less than 500 feet long.

Errata

614.3.6 Thrie Beam Structure Approach Retro Fits

Correct errata by deleting the galvanization reference already required under 614.3.1.

- (2) Install posts and drill holes into existing thrie beam conforming to 614.3.2.

628.3.7 Mobilizations for Erosion Control

Correct errata by clarifying that mobilizations for erosion control include proceeding with the work.

- (1) Move personnel, equipment, and materials to the project site and promptly proceed with construction of erosion control items at the stages the contract indicates or the engineer directs.

ADDITIONAL SPECIAL PROVISION 7

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

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

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

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

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

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

(2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.

(4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Non-discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective August 2015 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

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

Cargo Preference Act Requirement

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

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

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

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

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

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

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

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

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

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

I. PREVAILING WAGE RATES

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

II. COVERAGE OF TRUCK DRIVERS

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

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

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

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

Details are available online at:

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

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

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: 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.

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

BRWI0002-002 06/01/2018

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.87	21.26

BRWI0002-005 06/01/2018

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.39	21.46

BRWI0003-002 06/01/2018

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

Rates	Fringes

BRICKLAYER.....	\$ 33.44	22.27

BRWI0004-002 06/01/2018

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates	Fringes

BRICKLAYER.....	\$ 37.66	23.35

BRWI0006-002 06/01/2018

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

Rates	Fringes

BRICKLAYER.....	\$ 34.30	21.41

BRWI0007-002 06/01/2018

GREEN, LAFAYETTE, AND ROCK COUNTIES

Rates	Fringes

BRICKLAYER.....	\$ 34.82	22.59

BRWI0008-002 06/01/2018

MILWAUKEE, 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

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes

Carpenters

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

CARP0264-003 06/01/2016

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

	Rates	Fringes

CARPENTER.....	\$ 35.78	22.11

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes

CARPENTER.....	\$ 36.15	20.43

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes

PILEDRIVERMAN

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

ELEC0014-002 06/04/2018

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
CROIX, SAWYER, TAYLOR, 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(Wausuakee 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 Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

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

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

ELEC0577-003 06/01/2018

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

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

ELEC0890-003 06/01/2018

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

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

ELEC0953-001 07/01/2015

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

ENGI0139-005 06/03/2019

	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.

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 TREMPLEAU
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

LAB00113-002 06/03/2019		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		

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

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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

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

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

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

PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

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

PAIN0108-002 06/01/2017

RACINE COUNTY

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

PAIN0259-002 05/01/2008

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

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

PAIN0259-004 05/01/2015

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

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

PAIN0781-002 06/01/2018

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 31.60	23.51
Brush.....	\$ 31.55	23.51
Spray & Sandblast.....	\$ 32.30	23.51

PAIN0802-002 06/01/2017

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 28.25	17.72

PREMIUM PAY:
Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2017

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.89	12.05

PAIN0934-001 06/01/2017		

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95

PAIN1011-002 06/01/2017		

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 24.86	12.23

PLAS0599-010 06/01/2017		

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

AREA DESCRIPTIONS

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

COUNTIES

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

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

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

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

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2018

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 28.12	21.20
3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic.....	\$ 28.27	21.20

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

August 2018

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0120 Clearing	27.000 ID	_____.	_____.
0004	201.0220 Grubbing	27.000 ID	_____.	_____.
0006	204.0100 Removing Pavement	5,014.000 SY	_____.	_____.
0008	204.0110 Removing Asphaltic Surface	1,769.000 SY	_____.	_____.
0010	204.0150 Removing Curb & Gutter	390.000 LF	_____.	_____.
0012	204.0157 Removing Concrete Barrier	347.000 LF	_____.	_____.
0014	204.0165 Removing Guardrail	1,985.000 LF	_____.	_____.
0016	204.0180 Removing Delineators and Markers	17.000 EACH	_____.	_____.
0018	204.0220 Removing Inlets	1.000 EACH	_____.	_____.
0020	204.0245 Removing Storm Sewer (size) 01. 12-Inch	243.000 LF	_____.	_____.
0022	204.0270 Abandoning Culvert Pipes	2.000 EACH	_____.	_____.
0024	204.0291.S Abandoning Sewer	38.000 CY	_____.	_____.
0026	204.9060.S Removing (item description) 01. Apron Endwall	1.000 EACH	_____.	_____.
0028	205.0100 Excavation Common	32,580.000 CY	_____.	_____.
0030	206.1000 Excavation for Structures Bridges (structure) 702. B-13-731	LS	LUMP SUM	_____.
0032	206.1000 Excavation for Structures Bridges (structure) 703. B-13-732	LS	LUMP SUM	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	206.1000 Excavation for Structures Bridges (structure) 710. B-13-467	LS	LUMP SUM	_____.
0036	206.3000 Excavation for Structures Retaining Walls (structure) 704. R-13-348	LS	LUMP SUM	_____.
0038	206.3000 Excavation for Structures Retaining Walls (structure) 705. R-13-349	LS	LUMP SUM	_____.
0040	206.3000 Excavation for Structures Retaining Walls (structure) 706. R-13-350	LS	LUMP SUM	_____.
0042	206.3000 Excavation for Structures Retaining Walls (structure) 707. R-13-351	LS	LUMP SUM	_____.
0044	206.3000 Excavation for Structures Retaining Walls (structure) 708. R-13-352	LS	LUMP SUM	_____.
0046	208.1100 Select Borrow	16,850.000 CY	_____.	_____.
0048	209.1500 Backfill Granular Grade 1	1,000.000 TON	_____.	_____.
0050	210.1500 Backfill Structure Type A	4,095.000 TON	_____.	_____.
0052	213.0100 Finishing Roadway (project) 01. 1007-12-78	1.000 EACH	_____.	_____.
0054	305.0110 Base Aggregate Dense 3/4-Inch	1,063.000 TON	_____.	_____.
0056	305.0120 Base Aggregate Dense 1 1/4-Inch	21,127.000 TON	_____.	_____.
0058	310.0110 Base Aggregate Open-Graded	33.000 TON	_____.	_____.
0060	312.0110 Select Crushed Material	32,629.000 TON	_____.	_____.
0062	415.0060 Concrete Pavement 6-Inch	24.000 SY	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	415.0100 Concrete Pavement 10-Inch	709.000 SY	_____.	_____.
0066	415.0120 Concrete Pavement 12-Inch	2,284.000 SY	_____.	_____.
0068	416.0610 Drilled Tie Bars	306.000 EACH	_____.	_____.
0070	416.0620 Drilled Dowel Bars	167.000 EACH	_____.	_____.
0072	416.1110 Concrete Shoulder Rumble Strips	1,891.000 LF	_____.	_____.
0074	416.1715 Concrete Pavement Repair SHES	90.000 SY	_____.	_____.
0076	416.1725 Concrete Pavement Replacement SHES	35.000 SY	_____.	_____.
0078	455.0605 Tack Coat	569.000 GAL	_____.	_____.
0080	460.2000 Incentive Density HMA Pavement	2,160.000 DOL	1.00000	2,160.00
0082	460.7222 HMA Pavement 2 HT 58-28 S	1,843.000 TON	_____.	_____.
0084	460.7424 HMA Pavement 4 HT 58-28 H	1,162.000 TON	_____.	_____.
0086	460.7624 HMA Pavement 4 HT 58-28 V	360.000 TON	_____.	_____.
0088	465.0110 Asphaltic Surface Patching	20.000 TON	_____.	_____.
0090	465.0125 Asphaltic Surface Temporary	55.000 TON	_____.	_____.
0092	465.0315 Asphaltic Flumes	14.000 SY	_____.	_____.
0094	465.0400 Asphaltic Shoulder Rumble Strips	7,583.000 LF	_____.	_____.
0096	501.1000.S Ice Hot Weather Concreting	29,300.000 LB	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0098	502.0100 Concrete Masonry Bridges	1,405.000 CY	_____.	_____.
0100	502.3200 Protective Surface Treatment	1,220.000 SY	_____.	_____.
0102	502.3210 Pigmented Surface Sealer	1,775.000 SY	_____.	_____.
0104	502.4206 Adhesive Anchors No. 6 Bar	42.000 EACH	_____.	_____.
0106	503.0137 Prestressed Girder Type I 36W-Inch	868.000 LF	_____.	_____.
0108	503.0155 Prestressed Girder Type I 54W-Inch	1,996.000 LF	_____.	_____.
0110	503.0172 Prestressed Girder Type I 72W-Inch	2,457.000 LF	_____.	_____.
0112	504.0500 Concrete Masonry Retaining Walls	868.000 CY	_____.	_____.
0114	505.0400 Bar Steel Reinforcement HS Structures	61,110.000 LB	_____.	_____.
0116	505.0600 Bar Steel Reinforcement HS Coated Structures	591,050.000 LB	_____.	_____.
0118	505.0800.S Bar Steel Reinforcement HS Stainless Structures	8,600.000 LB	_____.	_____.
0120	506.2605 Bearing Pads Elastomeric Non-Laminated	106.000 EACH	_____.	_____.
0122	506.4000 Steel Diaphragms (structure) 700. B-13-729	14.000 EACH	_____.	_____.
0124	506.4000 Steel Diaphragms (structure) 701. B-13-730	16.000 EACH	_____.	_____.
0126	506.4000 Steel Diaphragms (structure) 702. B-13-731	32.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0128	506.4000 Steel Diaphragms (structure) 703. B-13-732	15.000 EACH	_____.	_____.
0130	509.5100.S Polymer Overlay	4,435.000 SY	_____.	_____.
0132	511.1200 Temporary Shoring (structure) 704. R-13-348	235.000 SF	_____.	_____.
0134	511.1200 Temporary Shoring (structure) 705. R-13-349	100.000 SF	_____.	_____.
0136	511.1200 Temporary Shoring (structure) 706. R-13-350	330.000 SF	_____.	_____.
0138	511.1200 Temporary Shoring (structure) 707. R-13-351	185.000 SF	_____.	_____.
0140	511.2200 Temporary Shoring Left in Place (structure) 704. R-13-348	655.000 SF	_____.	_____.
0142	511.2200 Temporary Shoring Left in Place (structure) 705. R-13-349	255.000 SF	_____.	_____.
0144	511.2200 Temporary Shoring Left in Place (structure) 706. R-13-350	530.000 SF	_____.	_____.
0146	511.2200 Temporary Shoring Left in Place (structure) 707. R-13-351	340.000 SF	_____.	_____.
0148	513.4091 Railing Tubular Screening	790.000 LF	_____.	_____.
0150	516.0500 Rubberized Membrane Waterproofing	229.000 SY	_____.	_____.
0152	517.1010.S Concrete Staining (structure) 700. B-13-729	5,410.000 SF	_____.	_____.
0154	517.1010.S Concrete Staining (structure) 701. B-13-730	5,625.000 SF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0156	517.1010.S Concrete Staining (structure) 702. B-13-731	9,320.000 SF	_____.	_____.
0158	517.1010.S Concrete Staining (structure) 703. B-13-732	8,005.000 SF	_____.	_____.
0160	517.1010.S Concrete Staining (structure) 704. R-13-348	2,035.000 SF	_____.	_____.
0162	517.1010.S Concrete Staining (structure) 705. R-13-349	2,590.000 SF	_____.	_____.
0164	517.1010.S Concrete Staining (structure) 706. R-13-350	1,775.000 SF	_____.	_____.
0166	517.1010.S Concrete Staining (structure) 707. R-13-351	2,250.000 SF	_____.	_____.
0168	517.1010.S Concrete Staining (structure) 708. R-13-352	3,095.000 SF	_____.	_____.
0170	517.1010.S Concrete Staining (structure) 709. R-13-334	12,455.000 SF	_____.	_____.
0172	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	8.000 EACH	_____.	_____.
0174	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	288.000 LF	_____.	_____.
0176	522.0136 Culvert Pipe Reinforced Concrete Class III 36-Inch	92.000 LF	_____.	_____.
0178	522.0424 Culvert Pipe Reinforced Concrete Class IV 24-Inch	90.000 LF	_____.	_____.
0180	522.0430 Culvert Pipe Reinforced Concrete Class IV 30-Inch	187.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0182	522.0536 Culvert Pipe Reinforced Concrete Class V 36-Inch	76.000 LF	_____.	_____.
0184	522.0542 Culvert Pipe Reinforced Concrete Class V 42-Inch	188.000 LF	_____.	_____.
0186	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	14.000 EACH	_____.	_____.
0188	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	8.000 EACH	_____.	_____.
0190	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	3.000 EACH	_____.	_____.
0192	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	4.000 EACH	_____.	_____.
0194	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	2.000 EACH	_____.	_____.
0196	550.1100 Piling Steel HP 10-Inch X 42 Lb	2,940.000 LF	_____.	_____.
0198	601.0409 Concrete Curb & Gutter 30-Inch Type A	15.000 LF	_____.	_____.
0200	602.0405 Concrete Sidewalk 4-Inch	52.000 SF	_____.	_____.
0202	603.1142 Concrete Barrier Type S42	510.000 LF	_____.	_____.
0204	603.1456 Concrete Barrier Type S56C	1,415.000 LF	_____.	_____.
0206	603.3559 Concrete Barrier Transition Type S42 to S56	1.000 EACH	_____.	_____.
0208	603.8000 Concrete Barrier Temporary Precast Delivered	5,565.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0210	603.8125 Concrete Barrier Temporary Precast Installed	7,453.000 LF	_____.	_____.
0212	604.0400 Slope Paving Concrete	150.000 SY	_____.	_____.
0214	604.0500 Slope Paving Crushed Aggregate	1,370.000 SY	_____.	_____.
0216	606.0200 Riprap Medium	107.000 CY	_____.	_____.
0218	606.0300 Riprap Heavy	291.000 CY	_____.	_____.
0220	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	175.000 LF	_____.	_____.
0222	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	1,854.000 LF	_____.	_____.
0224	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	276.000 LF	_____.	_____.
0226	611.0606 Inlet Covers Type B	16.000 EACH	_____.	_____.
0228	611.0610 Inlet Covers Type BW	14.000 EACH	_____.	_____.
0230	611.3004 Inlets 4-FT Diameter	11.000 EACH	_____.	_____.
0232	611.3220 Inlets 2x2-FT	11.000 EACH	_____.	_____.
0234	611.3225 Inlets 2x2.5-FT	16.000 EACH	_____.	_____.
0236	612.0106 Pipe Underdrain 6-Inch	2,080.000 LF	_____.	_____.
0238	612.0206 Pipe Underdrain Unperforated 6-Inch	100.000 LF	_____.	_____.
0240	612.0212 Pipe Underdrain Unperforated 12-Inch	552.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0242	612.0406 Pipe Underdrain Wrapped 6-Inch	2,910.000 LF	_____.	_____.
0244	612.0806 Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	5.000 EACH	_____.	_____.
0246	614.0150 Anchor Assemblies for Steel Plate Beam Guard	12.000 EACH	_____.	_____.
0248	614.0905 Crash Cushions Temporary	7.000 EACH	_____.	_____.
0250	614.2300 MGS Guardrail 3	1,963.000 LF	_____.	_____.
0252	614.2500 MGS Thrie Beam Transition	315.200 LF	_____.	_____.
0254	614.2610 MGS Guardrail Terminal EAT	4.000 EACH	_____.	_____.
0256	616.0700.S Fence Safety	500.000 LF	_____.	_____.
0258	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1007-12-78	1.000 EACH	_____.	_____.
0260	619.1000 Mobilization	1.000 EACH	_____.	_____.
0262	624.0100 Water	189.000 MGAL	_____.	_____.
0264	625.0500 Salvaged Topsoil	74,074.000 SY	_____.	_____.
0266	627.0200 Mulching	33,208.000 SY	_____.	_____.
0268	628.1104 Erosion Bales	733.000 EACH	_____.	_____.
0270	628.1504 Silt Fence	6,117.000 LF	_____.	_____.
0272	628.1520 Silt Fence Maintenance	6,117.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0274	628.1905 Mobilizations Erosion Control	10.000 EACH	_____.	_____.
0276	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	_____.	_____.
0278	628.1920 Cleaning Sediment Basins	97.000 CY	_____.	_____.
0280	628.2002 Erosion Mat Class I Type A	7,888.000 SY	_____.	_____.
0282	628.2008 Erosion Mat Urban Class I Type B	22,484.000 SY	_____.	_____.
0284	628.2023 Erosion Mat Class II Type B	11,126.000 SY	_____.	_____.
0286	628.6505 Soil Stabilizer Type A	5.000 ACRE	_____.	_____.
0288	628.6510 Soil Stabilizer Type B	5.000 ACRE	_____.	_____.
0290	628.7005 Inlet Protection Type A	3.000 EACH	_____.	_____.
0292	628.7010 Inlet Protection Type B	36.000 EACH	_____.	_____.
0294	628.7504 Temporary Ditch Checks	345.000 LF	_____.	_____.
0296	628.7555 Culvert Pipe Checks	45.000 EACH	_____.	_____.
0298	628.7560 Tracking Pads	4.000 EACH	_____.	_____.
0300	628.7570 Rock Bags	80.000 EACH	_____.	_____.
0302	629.0205 Fertilizer Type A	285.700 CWT	_____.	_____.
0304	630.0110 Seeding Mixture No. 10	640.000 LB	_____.	_____.
0306	630.0130 Seeding Mixture No. 30	678.000 LB	_____.	_____.



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0308	630.0200 Seeding Temporary	2,273.000 LB	_____.	_____.
0310	630.0300 Seeding Borrow Pit	5,120.000 LB	_____.	_____.
0312	630.0500 Seed Water	1,664.000 MGAL	_____.	_____.
0314	633.0100 Delineator Posts Steel	9.000 EACH	_____.	_____.
0316	633.0500 Delineator Reflectors	18.000 EACH	_____.	_____.
0318	633.1000 Delineators Barrier Wall	9.000 EACH	_____.	_____.
0320	633.5200 Markers Culvert End	31.000 EACH	_____.	_____.
0322	638.2101 Moving Signs Type I	7.000 EACH	_____.	_____.
0324	642.5401 Field Office Type D	1.000 EACH	_____.	_____.
0326	643.0300 Traffic Control Drums	87,245.000 DAY	_____.	_____.
0328	643.0420 Traffic Control Barricades Type III	2,540.000 DAY	_____.	_____.
0330	643.0500 Traffic Control Flexible Tubular Marker Posts	25.000 EACH	_____.	_____.
0332	643.0600 Traffic Control Flexible Tubular Marker Bases	25.000 EACH	_____.	_____.
0334	643.0705 Traffic Control Warning Lights Type A	4,193.000 DAY	_____.	_____.
0336	643.0715 Traffic Control Warning Lights Type C	14,032.000 DAY	_____.	_____.
0338	643.0800 Traffic Control Arrow Boards	748.000 DAY	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0340	643.0900 Traffic Control Signs	35,710.000 DAY	_____.	_____.
0342	643.0910 Traffic Control Covering Signs Type I	30.000 EACH	_____.	_____.
0344	643.0920 Traffic Control Covering Signs Type II	40.000 EACH	_____.	_____.
0346	643.1000 Traffic Control Signs Fixed Message	180.500 SF	_____.	_____.
0348	643.1050 Traffic Control Signs PCMS	291.000 DAY	_____.	_____.
0350	643.1055.S Truck or Trailer Mounted Attenuator	4.000 DAY	_____.	_____.
0352	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0354	645.0111 Geotextile Type DF Schedule A	898.000 SY	_____.	_____.
0356	645.0120 Geotextile Type HR	654.000 SY	_____.	_____.
0358	645.0220 Geogrid Type SR	19,230.000 SY	_____.	_____.
0360	646.1020 Marking Line Epoxy 4-Inch	31,978.000 LF	_____.	_____.
0362	646.3020 Marking Line Epoxy 8-Inch	4,112.000 LF	_____.	_____.
0364	646.5020 Marking Arrow Epoxy	2.000 EACH	_____.	_____.
0366	646.9010 Marking Removal Line Water Blasting 4-Inch	9,170.000 LF	_____.	_____.
0368	646.9110 Marking Removal Line Water Blasting 8-Inch	275.000 LF	_____.	_____.
0370	649.0105 Temporary Marking Line Paint 4-Inch	14,935.000 LF	_____.	_____.



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0372	649.0205 Temporary Marking Line Paint 8-Inch	210.000 LF	_____.	_____.
0374	649.0760 Temporary Marking Raised Pavement Marker Type I	50.000 EACH	_____.	_____.
0376	652.0125 Conduit Rigid Metallic 2-Inch	100.000 LF	_____.	_____.
0378	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,775.000 LF	_____.	_____.
0380	653.0222 Junction Boxes 18x12x6-Inch	8.000 EACH	_____.	_____.
0382	690.0150 Sawing Asphalt	1,223.000 LF	_____.	_____.
0384	690.0250 Sawing Concrete	1,099.000 LF	_____.	_____.
0386	715.0415 Incentive Strength Concrete Pavement	910.000 DOL	1.00000	910.00
0388	715.0502 Incentive Strength Concrete Structures	28,818.000 DOL	1.00000	28,818.00
0390	715.0603 Incentive Strength Concrete Barrier	3,660.000 DOL	1.00000	3,660.00
0392	715.0710 Optimized Aggregate Gradation Incentive	4,750.000 DOL	1.00000	4,750.00
0394	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	3,200.000 HRS	5.00000	16,000.00
0396	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	6,000.000 HRS	5.00000	30,000.00
0398	SPV.0035 Special 001. Roadway Embankment	350,360.000 CY	_____.	_____.
0400	SPV.0035 Special 700. High Performance Concrete (HPC) Masonry Structures	2,530.000 CY	_____.	_____.



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0402	SPV.0060 Special 001. Baseline CPM Progress Schedule	1.000 EACH	_____.	_____.
0404	SPV.0060 Special 002. CPM Progress Schedule Updates and Accepted Revisions	12.000 EACH	_____.	_____.
0406	SPV.0060 Special 003. Test Pits	5.000 EACH	_____.	_____.
0408	SPV.0060 Special 004. Roadway Cleanup	9.000 EACH	_____.	_____.
0410	SPV.0060 Special 201. Install Department Furnished Crash Cushion Low Maintenance	1.000 EACH	_____.	_____.
0412	SPV.0060 Special 202. Repair State Owned Crash Cushion Low Maintenance	1.000 EACH	_____.	_____.
0414	SPV.0060 Special 203. Repair State Owned Energy Absorbing Terminal (EAT)	2.000 EACH	_____.	_____.
0416	SPV.0060 Special 204. Emergency Response to Traffic Incident Involving Guardrail or EAT	3.000 EACH	_____.	_____.
0418	SPV.0060 Special 205. Emergency Response to Pavement Repairs	2.000 EACH	_____.	_____.
0420	SPV.0060 Special 206. Emergency Response to Traffic Incident Involving Concrete Barrier Temporary	5.000 EACH	_____.	_____.
0422	SPV.0060 Special 207. Emergency Response to Traffic Incident Involving Crash Cushion	3.000 EACH	_____.	_____.
0424	SPV.0085 Special 700. Bar Steel Reinforcement HS Textured Coated Structures	27,210.000 LB	_____.	_____.
0426	SPV.0085 Special 701. Bar Steel Reinforcement HS Galvanized Structures	27,140.000 LB	_____.	_____.



Proposal Schedule of Items

Page 15 of 16

Proposal ID: 20191210001 Project(s): 1007-12-78

Federal ID(s): WISC 2019732

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0428	SPV.0090 Special 001. Concrete Pavement Joint Sealing	2,426.000 LF	_____.	_____.
0430	SPV.0090 Special 002. Bore and Jack Culvert Pipe Reinforced Concrete Class IV, 30-Inch	88.000 LF	_____.	_____.
0432	SPV.0090 Special 003. Bore and Jack Culvert Pipe Reinforced Concrete Class V, 42-Inch	168.000 LF	_____.	_____.
0434	SPV.0090 Special 150. Compost Tubes	3,031.000 LF	_____.	_____.
0436	SPV.0090 Special 200. Repair State Owned Guardrail	400.000 LF	_____.	_____.
0438	SPV.0090 Special 201. Traffic Control Gawk Screen Furnished	3,496.000 LF	_____.	_____.
0440	SPV.0090 Special 202. Traffic Control Gawk Screen Installed	3,496.000 LF	_____.	_____.
0442	SPV.0090 Special 203. Removing Department-Owned Concrete Barrier Precast	2,438.000 LF	_____.	_____.
0444	SPV.0090 Special 700. Piling CIP Concrete 12 3/4 x 0.50-Inch	14,505.000 LF	_____.	_____.
0446	SPV.0105 Special 001. Concrete Pavement Joint Layout Project 1007-12-78	LS	LUMP SUM	_____.
0448	SPV.0105 Special 002. Survey Project 1007-12-78 with optional AMG for Concrete Pavement and Base	LS	LUMP SUM	_____.
0450	SPV.0165 Special 150. Stormwater Treatment Filter Strip	29,315.000 SF	_____.	_____.
0452	SPV.0165 Special 700. Longitudinal Grooving Bridge Deck	9,630.000 SF	_____.	_____.



Proposal Schedule of Items

Page 16 of 16

Proposal ID: 20191210001 Project(s): 1007-12-78

Federal ID(s): WISC 2019732

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0454	SPV.0165 Special 704. Wall Concrete Panel Mechanically Stabilized Earth R-13-348	2,100.000 SF	_____.	_____.
0456	SPV.0165 Special 705. Wall Concrete Panel Mechanically Stabilized Earth R-13-349	2,675.000 SF	_____.	_____.
0458	SPV.0165 Special 706. Wall Concrete Panel Mechanically Stabilized Earth R-13-350	1,835.000 SF	_____.	_____.
0460	SPV.0165 Special 707. Wall Concrete Panel Mechanically Stabilized Earth R-13-351	2,455.000 SF	_____.	_____.
0462	SPV.0165 Special 708. Wall Concrete Panel Mechanically Stabilized Earth R-13-352	3,205.000 SF	_____.	_____.
0464	SPV.0165 Special 709. Wall Concrete Panel Mechanically Stabilized Earth R-13-334	7,325.000 SF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE



Wisconsin Department of Transportation

December 3, 2019

**Division of Transportation Systems
Development**

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631

Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Federal Wage Rate Addendum #01

Letting of December 10, 2019

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 01, 05 – 08, 11 – 13, 15, 17, 19, 22 – 25, 27 – 31, 33, 34, 36, 37, 40, and 41; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposals 05 and 17. These wage rates are effective for all proposals they are included in in the December 10, 2019 letting. The updated wage rates are dated November 29, 2019 and are effective on or after December 9, 2019.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractors.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

"General Decision Number: WI20190010 11/29/2019

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.

Modification Number	Publication Date
0	01/04/2019
1	02/22/2019
2	05/17/2019
3	07/26/2019
4	08/16/2019
5	11/08/2019
6	11/15/2019
7	11/22/2019
8	11/29/2019

BRWI0001-002 06/01/2018

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.06	22.65

BRWI0002-002 06/01/2018

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.87	21.26

BRWI0002-005 06/01/2018

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.39	21.46

BRWI0003-002 06/01/2018

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

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

BRWI0004-002 06/01/2018

KENOSHA, RACINE, AND WALWORTH COUNTIES

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

BRWI0006-002 06/01/2018

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

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

BRWI0007-002 06/01/2018

GREEN, LAFAYETTE, AND ROCK COUNTIES

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

BRWI0008-002 06/01/2018

MILWAUKEE, 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
PILEDRIIVER.....	\$ 34.12	18.00

CARP0252-010	06/01/2016	

ASHLAND COUNTY

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

CARP0264-003	06/01/2016	

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0361-004	05/01/2018	

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP2337-001	06/01/2016	

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

ELEC0014-002 06/03/2019		

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:.....	\$ 35.59	20.87

ELEC0014-007 06/03/2019		

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 27.25	14.34
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 06/01/2019

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 40.49	30%+12.07

ELEC0158-002 06/04/2018		

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
 MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE
 (East of a line 6 miles West of the West boundary of Oconto
 County), SHAWANO (Except Area North of Townships of Aniwa and
 Hutchins) COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.50	19.68

ELEC0159-003 06/01/2019		

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:.....	\$ 40.30	22.24

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

ELEC0577-003 06/01/2019

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:.....	\$ 33.15	28.50%+10.00

ELEC0890-003 06/01/2019

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

	Rates	Fringes
Electricians:.....	\$ 35.91	25.95%+10.83

ELEC0953-001 07/01/2015

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

ENGI0139-005 06/03/2019

	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.

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 06/01/2019		

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 40.25	40.53

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

LAB00113-002 06/03/2019		

MILWAUKEE AND WAUKESHA COUNTIES

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

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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

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

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

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

PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

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

PAIN0108-002 06/01/2017

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 33.74	18.95

Spray & Sandblast.....	\$ 34.74	18.95

PAIN0259-002 05/01/2008

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

Rates	Fringes

PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

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

Rates	Fringes

PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2018

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates	Fringes

Painters:

Bridge.....	\$ 31.60	23.51

Brush.....	\$ 31.55	23.51

Spray & Sandblast.....	\$ 32.30	23.51

PAIN0802-002 06/01/2017

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

Rates	Fringes

PAINTER

Brush.....	\$ 28.25	17.72

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

PAIN0802-003 06/01/2017

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.89	12.05

PAIN0934-001 06/01/2017

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95

PAIN1011-002 06/01/2017

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 24.86	12.23

PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51

Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

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

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

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

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

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

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2019

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 29.57	22.03
3 or more Axles; Euclids		
Dumptor & Articulated,		
Truck Mechanic.....	\$ 29.72	22.03

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: WI20190008 11/29/2019

Superseded General Decision Number: WI20180008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/04/2019
1	02/22/2019
2	05/17/2019
3	07/26/2019
4	11/08/2019
5	11/15/2019
6	11/22/2019
7	11/29/2019

BRWI0001-002 06/01/2018

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.06	22.65

BRWI0002-002 06/01/2018		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.87	21.26

BRWI0002-005 06/01/2018		

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.39	21.46

BRWI0003-002 06/01/2018		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

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

BRWI0004-002 06/01/2018

KENOSHA, RACINE, AND WALWORTH COUNTIES

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

BRWI0006-002 06/01/2018

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

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

BRWI0007-002 06/01/2018

GREEN, LAFAYETTE, AND ROCK COUNTIES

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

BRWI0008-002 06/01/2018

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

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

BRWI0009-001 06/01/2018

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,
AND WINNEBAGO COUNTIES

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

BRWI0011-002 06/01/2018		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

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

BRWI0013-002 06/01/2018		

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.80	22.61

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

BRWI0021-002 06/01/2018		

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.24	22.15

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
PILEDRIIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

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

CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

CARP2337-003 06/01/2016

	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 29.98	21.53
Zone B.....	\$ 29.98	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

ELEC0014-002 06/03/2019

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:.....	\$ 35.59	20.87

* ELEC0127-002 06/01/2019

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 40.49	30%+12.07

ELEC0158-002 06/04/2018

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE
(East of a line 6 miles West of the West boundary of Oconto
County), SHAWANO (Except Area North of Townships of Aniwa and
Hutchins) COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.50	19.68

ELEC0159-003 06/01/2019

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:.....	\$ 40.30	22.24

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

 ELEC0577-003 06/01/2019

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:.....	\$ 33.15	28.50%+10.00

 ELEC0890-003 06/01/2019

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

	Rates	Fringes

Electricians:.....\$ 35.91 25.95%+10.83

ENGI0139-003 06/03/2019

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.52	22.45
Group 2.....	\$ 40.27	22.45
Group 3.....	\$ 38.97	22.45
Group 4.....	\$ 38.44	22.45
Group 5.....	\$ 36.37	22.45
Group 6.....	\$ 34.84	22.45

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; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator;

Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

* ENGI0139-007 06/03/2019

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE,
RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.19	22.20
Group 2.....	\$ 40.41	22.20
Group 3.....	\$ 39.46	22.20
Group 4.....	\$ 38.41	22.20
Group 5.....	\$ 37.01	22.20

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; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and/or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator; Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket; Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame andWinch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

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 06/01/2019

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 40.25	40.53

IRON0512-008 05/01/2018

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.10	10.10

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

LABO0113-004 06/04/2018

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1.....	\$ 15.11	20.65
Group 2.....	\$ 17.38	20.65
Group 3.....	\$ 20.92	20.65
Group 4.....	\$ 30.29	20.65
Group 5.....	\$ 30.43	20.65
Group 6.....	\$ 30.49	20.65
Group 7.....	\$ 32.70	20.65
Group 8.....	\$ 35.52	20.65
Group 9.....	\$ 36.16	20.65

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc;
Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner;
Pipe Layer; Rock Driller and Joint Man; Timber Man and
Concrete Brusher; Bracer in Trench Behind Machine & Tight
Sheeting; Concrete Formsetter and Shoveler; Jackhammer
Operator

GROUP 9: Blaster

LAB00113-005 06/04/2018

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 21.78	20.65
Group 2.....	\$ 27.71	20.65
Group 3.....	\$ 30.27	20.65
Group 4.....	\$ 32.04	20.65

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30
lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation,
Wire Mesh and Reinforcement, Concrete Worker, Form
Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form
Setting, Patch Finisher, Bottom Man, Joint Sawyer, Gunnite
Man, Manhole Builder, Welder-Torchman, Blaster, Caulker,
Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher,
Raker and Luteman, Hydraulic Jacking of Shields, Shield
Drivers, Mining Machine, Lock Tenders, Mucking Machine

Operator, Motor Men & Gauge Tenders and operation of
incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LAB00113-008 06/04/2018

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 20.92	20.65
Group 2.....	\$ 30.43	20.65
Group 3.....	\$ 30.49	20.65
Group 4.....	\$ 32.70	20.65
Group 5.....	\$ 32.84	20.65
Group 6.....	\$ 35.52	20.65
Group 7.....	\$ 36.16	20.65

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner;
Mining Machine; Welder; Rock Driller; Concrete Buster; Jack
Hammer Operator; Caisson Worker; Pipelayer and Joint Man;
Bracerman

GROUP 7: Blaster

* LAB00113-009 06/04/2018

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes

Laborers: (Tunnel -

*COMPRESSED AIR 0 - 15 lbs.)

Group 1.....	\$ 20.92	20.65
Group 2.....	\$ 30.43	20.65
Group 3.....	\$ 33.24	20.65
Group 4.....	\$ 34.04	20.65
Group 5.....	\$ 34.16	20.65
Group 6.....	\$ 36.86	20.65
Group 7.....	\$ 37.48	20.65

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

*Compressed Air 15 - 30 lbs add \$2.00 to all classifications

*Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder &
Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack
Hammer Operator; Caisson Worker; Pielayer and Joint Man;
Bracerman; Nozzle Man on Gunite; Timber Man; Concrete
Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

LAB00140-005 06/04/2018

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA,
CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE,
FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA,
JACKSON, JEFFERSON, JUNEAU, LACROSSE, LAFAYETTE, LANGLADE,

LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK,
PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER,
SHAWANO, SHEBOYGAN, TAYLOR, TREMPPEALEAU, VERNON, VILAS,
WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1.....	\$ 27.41	17.20
Group 2.....	\$ 29.26	17.20
Group 3.....	\$ 29.46	17.20
Group 4.....	\$ 30.21	17.20

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00,
15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form
Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;
Joint Sawyer; Gunnite Man; Manhole Builder; Welder;
Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and
Car Pusher; Raker and Luteman; Hydraulic jacking of
shields, Shield Drivers; Mining Machine; Lock Tenders;
Mucking Machine Operators; Motor Men and Gauge Tenders;
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB00464-002 06/04/2018

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 27.31	17.20

Group 2.....	\$ 29.51	17.20
Group 3.....	\$ 29.71	17.20
Group 4.....	\$ 30.46	17.20

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB01091-010 06/04/2018

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 27.10	17.20
Group 2.....	\$ 29.16	17.20
Group 3.....	\$ 29.36	17.20
Group 4.....	\$ 30.11	17.20

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:
0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper;
Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;
Joint Sawyer; Gunnite Man; Manhole Builder; Welder;
Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and
Car Pusher; Raker and Luteman; Hydraulic jacking of
shields, Shield Dirvers; Mining Machine; Lock Tenders;
Mucking Machine Operators; Motor Men and Gauge Tenders;
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

PLAS0599-010 06/01/2017

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

AREA DESCRIPTIONS

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

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

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

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

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

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2019

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 29.57	22.03
3 or more Axles; Euclids		
Dumptor & Articulated,		
Truck Mechanic.....	\$ 29.72	22.03

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



Wisconsin Department of Transportation

December 2, 2019

Division of Transportation Systems Development

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal 001: 1007-12-78, WISC 2019 732
Illinois State Line – Madison
USH 12/18 Intchg/Core NB/Early Work
IH 39
Dane County

Letting of December 10, 2019

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

Special Provisions:

Revised Special Provisions	
Article No.	Description
3	Prosecution and Progress
8	Other Contracts
34	High Performance Dowel Bars for Concrete Pavement

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
205.0100	Excavation Common	CY	32,580	210	32,790
455.0605	Tack Coat	GAL	569	57	626
460.7222	HMA Pavement 2 HT 58-28 S	TON	1,843	260	2,103
460.7624	HMA Pavement 4 HT 58-28 V	TON	360	150	510
643.0300	Traffic Control Drums	Days	87,245	405	87,650
643.0420	Traffic Control Barricades Type III	Days	2,540	3	2,543
643.0705	Traffic Control Warning Lights Type A	Days	4,193	6	4,199
643.0715	Traffic Control Warning Lights Type C	Days	14,032	30	14,062
643.0800	Traffic Control Arrow Boards	Days	748	5	753
643.0900	Traffic Control Signs	Days	35,710	75	35,785
643.1050	Traffic Control Signs PCMS	Days	291	12	303
690.0150	Sawing Asphalt	LF	1,223	248	1,471
SPV.0035.001	Roadway Embankment	CY	350,360	-40,000	310,360

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
9	Typical Sections (revised Typical Finished Section to reflect HMA shoulder replacement)
10	Typical Sections (revised Typical Finished Section to reflect HMA shoulder replacement; revised legend to include symbol AP67 for HMA Pavement 6.75-Inch)
42	Plan Details (updated to show location of HMA shoulder replacement; revised legend to include symbol AP67 for HMA Pavement 6.75-Inch and SW01 for Sawing Asphalt)
43	Plan Details (updated to show location of HMA shoulder replacement; revised legend to include symbol AP67 for HMA Pavement 6.75-Inch and SW01 for Sawing Asphalt)
85	Traffic Control – Construction Staging Typical (revised to reflect HMA shoulder replacement)
86-91	Traffic Control – IH 39 SB Shoulder Closure (revised note stating to place barrier after HMA shoulder replacement)
184	Miscellaneous Quantities (updated quantities for Excavation Common and Roadway Embankment to reflect changes HMA shoulder replacement and placement of waste material within the project limits by project ID 1007-12-74/75; revised Note 7 to indicate change in CY)
186	Miscellaneous Quantities (revised quantities associated with HMA shoulder replacement)
193	Miscellaneous Quantities (revised quantities associated with HMA shoulder replacement)
195-196	Miscellaneous Quantities (revised quantities associated with HMA shoulder replacement)

Added Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of why sheet was added)
85A-E	Traffic Control – IH 39 SB Shoulder Pavement Replacement (added traffic control sheets for HMA shoulder replacement)

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

ADDENDUM NO. 01

1007-12-78

December 2, 2019

Special Provisions

3. Prosecution and Progress.

*Replace subsection titled **Southbound IH 39 and Northbound IH 39 Ramp to Westbound USH 12** under section titled **A Sequence of Operations** with the following:*

Upon completion of temporary shoulder replacement, coordinate with the engineer to have the contractor from project 1007-12-74/75 deliver and install department-owned CBTP along the median shoulder of southbound IH 39 for use with this project as detailed in the plans.

8. Other Contracts

*Add the following paragraph to the end of section titled **Project 1007-12-74/75**:*

The contractor for Project 1007-12-74/75 will place approximately 80,000 CY of embankment within Work Area 1 between Stations 2546+00 and 2557+50 in the Fall of 2019 and Spring of 2020. Embankment material will be limited to an elevation less than 6 feet above the bottom of any proposed culvert or storm sewer pipe for Project ID 1007-12-78. The material will be in place by May 15, 2020. Coordination with the Project 1007-12-74/75 contractor will be needed for any construction activities performed within Work Area 1 prior to May 16, 2020.

34. High Performance Dowel Bars for Concrete Pavement.

Delete paragraph (2) and the list (1-5) of high performance bars and replace with the following:

- (2) Furnish dowel bars of the dimensions the plans show and conforming to standard spec 505.2.6 except for transverse joints in concrete pavement, furnish non-corrosive, high performance dowel bars from the department's APL. Use only one type of high performance bar for work under the contract.

Schedule of Items

Attached, dated December 2, 2019, are the revised Schedule of Items Pages 1, 3, and 11-13.

Plan Sheets

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

Revised: 9, 10, 42, 43, 85-91, 184, 186, 193, and 195-196

Added: 85A-E

END OF ADDENDUM

PROJECT NO: 1007-12-78

COUNTY: DANE

TYPICAL SECTIONS - FINISHED

SHEET

FILE NAME : P:\2019 PROJECTS\5019001 - BIC\CIVIL3D\SHEETS\PLAN\10071278\0203_TS.DWG
LAYOUT NAME - 07

PLOT DATE: 11/26/2019 4:52 PM

PLOT NAME :

PLOT SCALE: 1 IN:20 FT

WISDOT/C ADDS SHEET 42

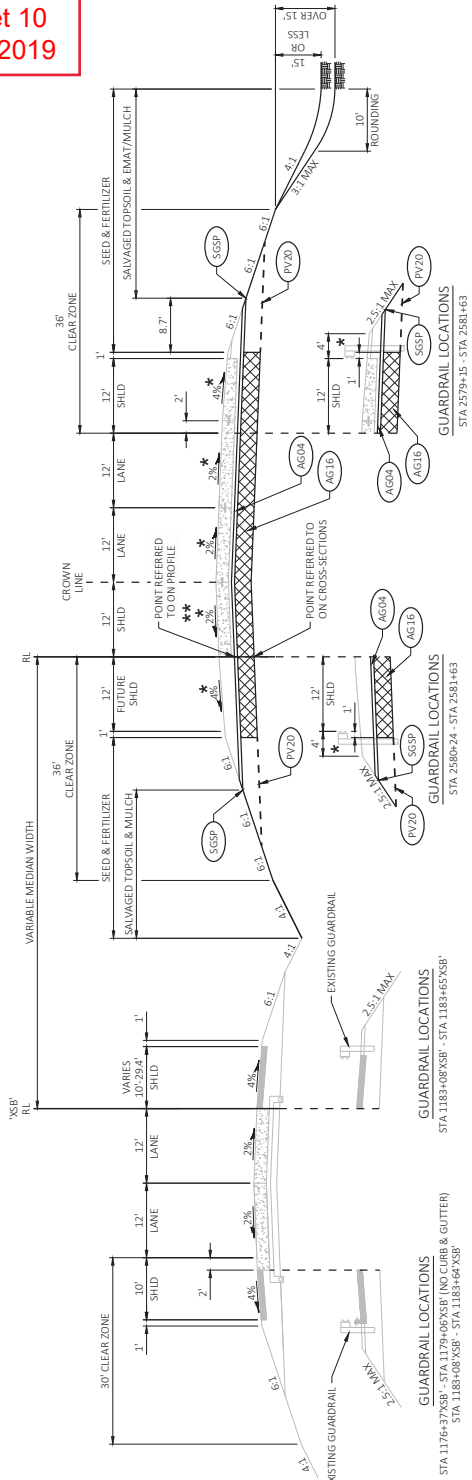


GUARDRAIL LOCATIONS

★ IH 39 NB 12 1/2-INCH CONCRETE PAVEMENT, CONCRETE BARRIER TYPE S42, GUARDRAIL, AND MINIMUM 2" OF BASE AGGREGATE DENSE 1 1/4-INCH TO BE CONSTRUCTED IN FUTURE PROJECT

LEGEND

AG04	4" BASE AGGREGATE DENSE 1 1/4-INCH
AG16	16" SELECT CRUSHED MATERIAL
AD57	HMA PAVEMENT 6.75-INCH 2.5" UPPER LAYER 4 FT 58-28 V 4.25" LOWER LAYER 1 FT 58-25 V
CB98	CONCRETE BARRIER TEMPORARY PRECAST INSTALLED
PV20	CONSTRUCT RELIEF TRENCHES AT DITCH CROSSING PER AASHTO 1250 (SEE CONSTRUCTION DETAIL)
SG3P	SURFGRADE SHOULDER POINT (SHOW ON PLAN DETAIL SHEET'S)



TYPICAL FINISHED SECTION - IH 39

STA 25+42.8 - STA 25+163

* IH 39 NB 12 1/2-INCH CONCRETE PAVEMENT, GUARDRAIL AND MINIMUM 2" OF BASE AGGREGATE DENSE 1 1/4-INCH TO BE CONSTRUCTED IN FUTURE PROJECT

** SHOULDER AT 2% CROSS SLOPE FOR FUTURE THIRD LANE

[illegible]

PLAN DETAIL LEGEND

- AG02 BASE AGGREGATE DENSE 1 1/4 INCH
- AP67 6.75 INCH HMA PAVEMENT
- CB88 CONCRETE BARRIER TEMPORARY PRECAST INSTALLED
- SW01 SAWING ASPHALT

EXISTING BRIDGE STRUCTURE B-13-461 TO REMAIN

PROPOSED IH 39 NB

WB TO SB RAMP

NB TO WB RAMP

BRIDGE STRUCTURE B-13-731 (SEE STRUCTURE PLANS)

STRUCTURAL APPROACH SLAB

RETAINING WALL R-13-352 (SEE STRUCTURE PLANS)

REMOVE EXISTING CMCP AND REPLACE WITH 12" UNPERFORATED PIPE UNDERDRAIN FOR TEMPORARY DRAINAGE (SEE CONSTRUCTION DETAIL). PERMANENT INLET AND PIPE TO BE INSTALLED WITH FUTURE PROJECT.

STORM SEWER ITEMS TO BE INSTALLED WITH FUTURE PROJECT

NOTE: SEE "PLAN DETAILS - NB TO WB RAMP" FOR NB TO WB RAMP DETAILS

PLAN DETAIL LEGEND

- AG02 BASE AGGREGATE DENSE 1 1/4 INCH
- AP67 6.75 INCH HMA PAVEMENT
- CB88 CONCRETE BARRIER TEMPORARY PRECAST INSTALLED
- SW01 SAWING ASPHALT

EXISTING BRIDGE STRUCTURE B-13-461 TO REMAIN

PROPOSED IH 39 NB

WB TO SB RAMP

NB TO WB RAMP

BRIDGE STRUCTURE B-13-731 (SEE STRUCTURE PLANS)

STRUCTURAL APPROACH SLAB

RETAINING WALL R-13-352 (SEE STRUCTURE PLANS)

REMOVE EXISTING CMCP AND REPLACE WITH 12" UNPERFORATED PIPE UNDERDRAIN FOR TEMPORARY DRAINAGE (SEE CONSTRUCTION DETAIL). PERMANENT INLET AND PIPE TO BE INSTALLED WITH FUTURE PROJECT.

STORM SEWER ITEMS TO BE INSTALLED WITH FUTURE PROJECT

NOTE: SEE "PLAN DETAILS - NB TO WB RAMP" FOR NB TO WB RAMP DETAILS

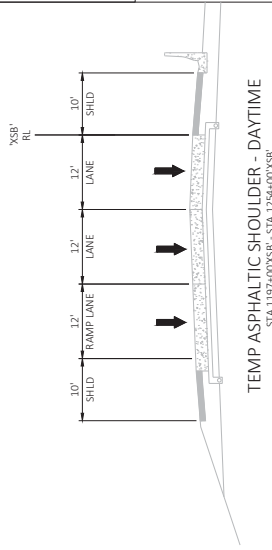
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							PLOT NAME:	1 IN=40 FT	
WSDOT/CADDIS SHEET 42									

CONSTRUCTION STAGING TYPICALS

SB IH 39/90

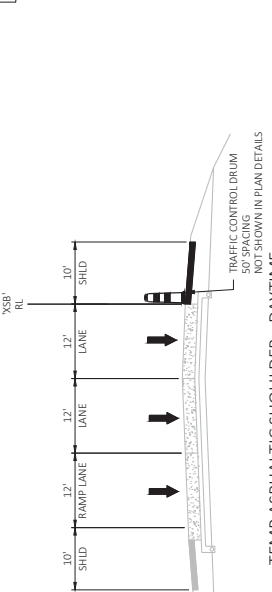
(LOOKING NORTH)

NOTE:
6.75" TEMPORARY HMA PAVEMENT TO BE PLACED IN 2 LAYERS (SEE
TYPICAL SECTIONS FOR THICKNESSES)
4.00" LOWER LAYER ON NIGHT
2.00" UPPER LAYER ON NIGHT
LAYERS MUST BE PLACED IN CONSECUTIVE NIGHTS. THE FOLLOWING
PLAN DETAILS SHEETS, TRAFFIC CONTROL - IH 39 SB SHOULDER
DURING THE DAY BETWEEN PLACING LAYERS, SEE SDD TRAFFIC
CONTROL, SHOULDER CLOSURE ON DIVIDED ROADWAY, SPEEDS
50' SPACING, SHOULDER CLOSURE, PLACE DRUMS DIRECTLY AGAINST 2" DROP AT
50' SPACING.



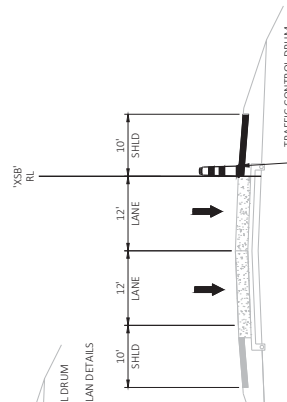
TEMP ASPHALTIC SHOULDER - DAYTIME

STA 1197+00'XSB - STA 1254+00'XSB



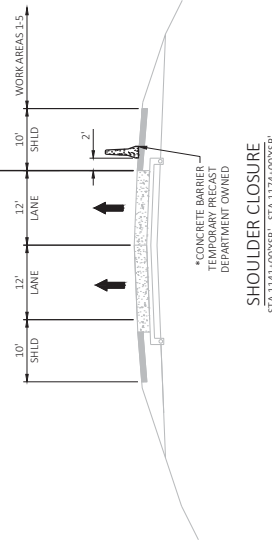
TEMP ASPHALTIC SHOULDER - DAYTIME

STA 1161+00'XSB - STA 1170+30'XSB
STA 1184+00'XSB - STA 1197+00'XSB



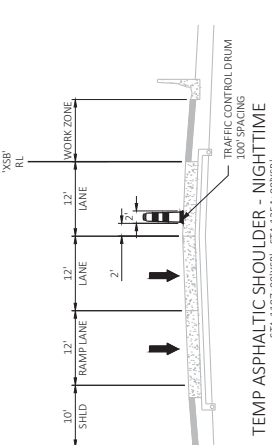
TEMP ASPHALTIC SHOULDER - DAYTIME

STA 1170+30'XSB - STA 1184+00'XSB



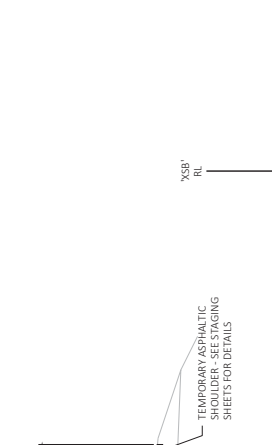
SHOULDER CLOSURE

STA 1141+00'XSB - STA 1174+00'XSB



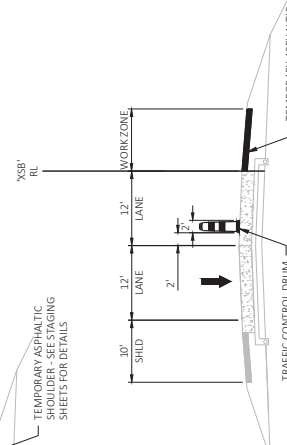
TEMP ASPHALTIC SHOULDER - NIGHTTIME

STA 1197+00'XSB - STA 1254+00'XSB



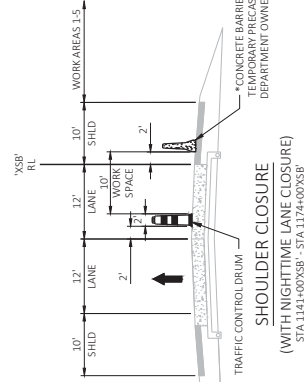
TEMP ASPHALTIC SHOULDER - NIGHTTIME

STA 1161+00'XSB - STA 1170+30'XSB
STA 1184+00'XSB - STA 1197+00'XSB



TEMP ASPHALTIC SHOULDER - NIGHTTIME

STA 1170+30'XSB - STA 1184+00'XSB



SHOULDER CLOSURE
(WITH NIGHTTIME LANE CLOSURE)

STA 1141+00'XSB - STA 1174+00'XSB

* CONCRETE BARRIER TEMPORARY PRECAST
DEPARTMENT OWNED TO BE DELIVERED AND
INSTALLED BY OTHERS UNDER 1007-12-75.
(STA 1141+12'XSB - STA 1175+08'XSB)

Addendum No. 01
ID 1007-12-78
Revised Sheet 85
December 2, 2019

PROJECT NO: 1007-12-78

HWY: IH 39

COUNTY: DANE

TRAFFIC CONTROL - CONSTRUCTION STAGING TYPICALS, IH 39 SB

SHEET 85

E

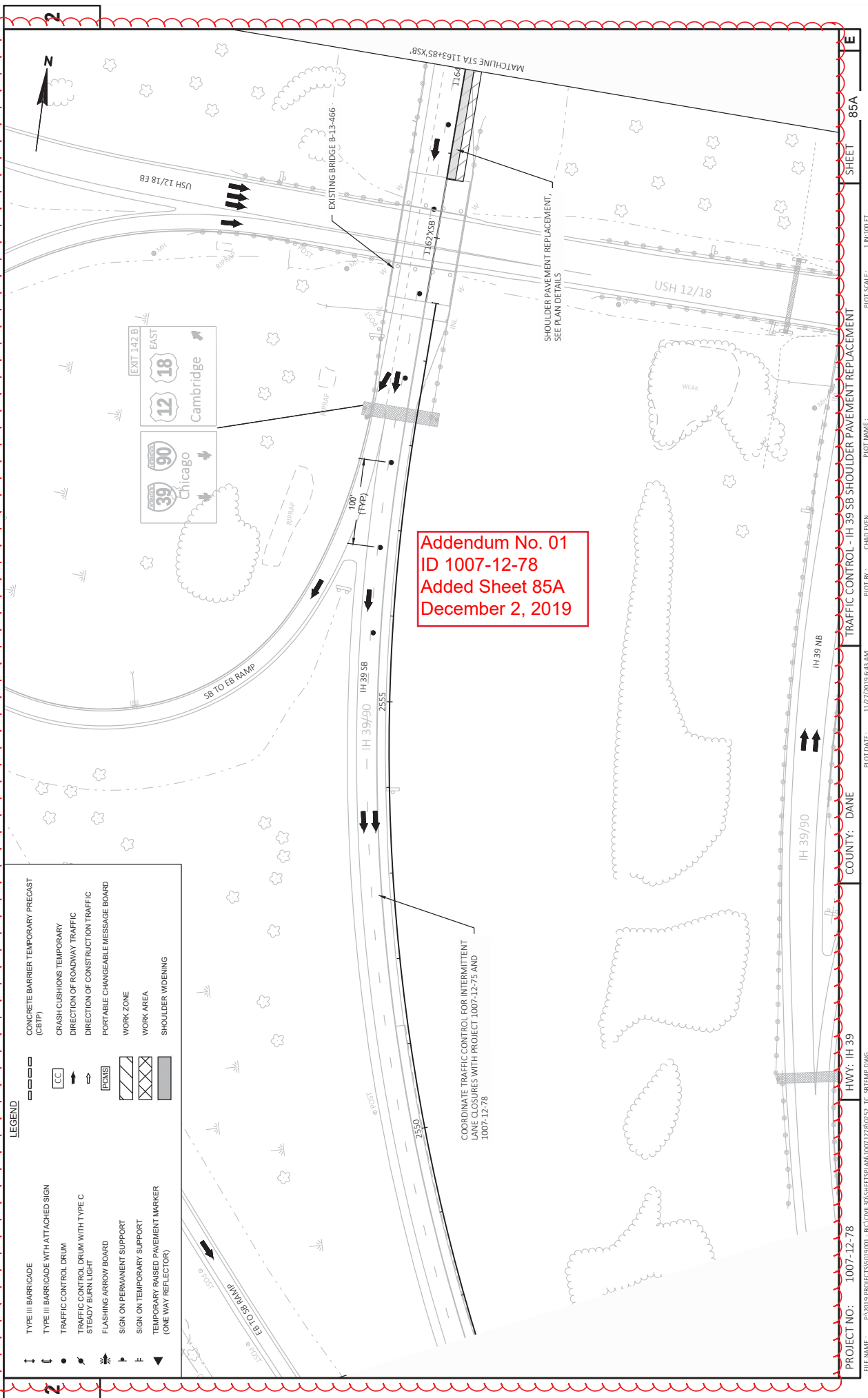
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PLOT BY: CHAD EVEN

PLOT SCALE: 1 IN=20 FT

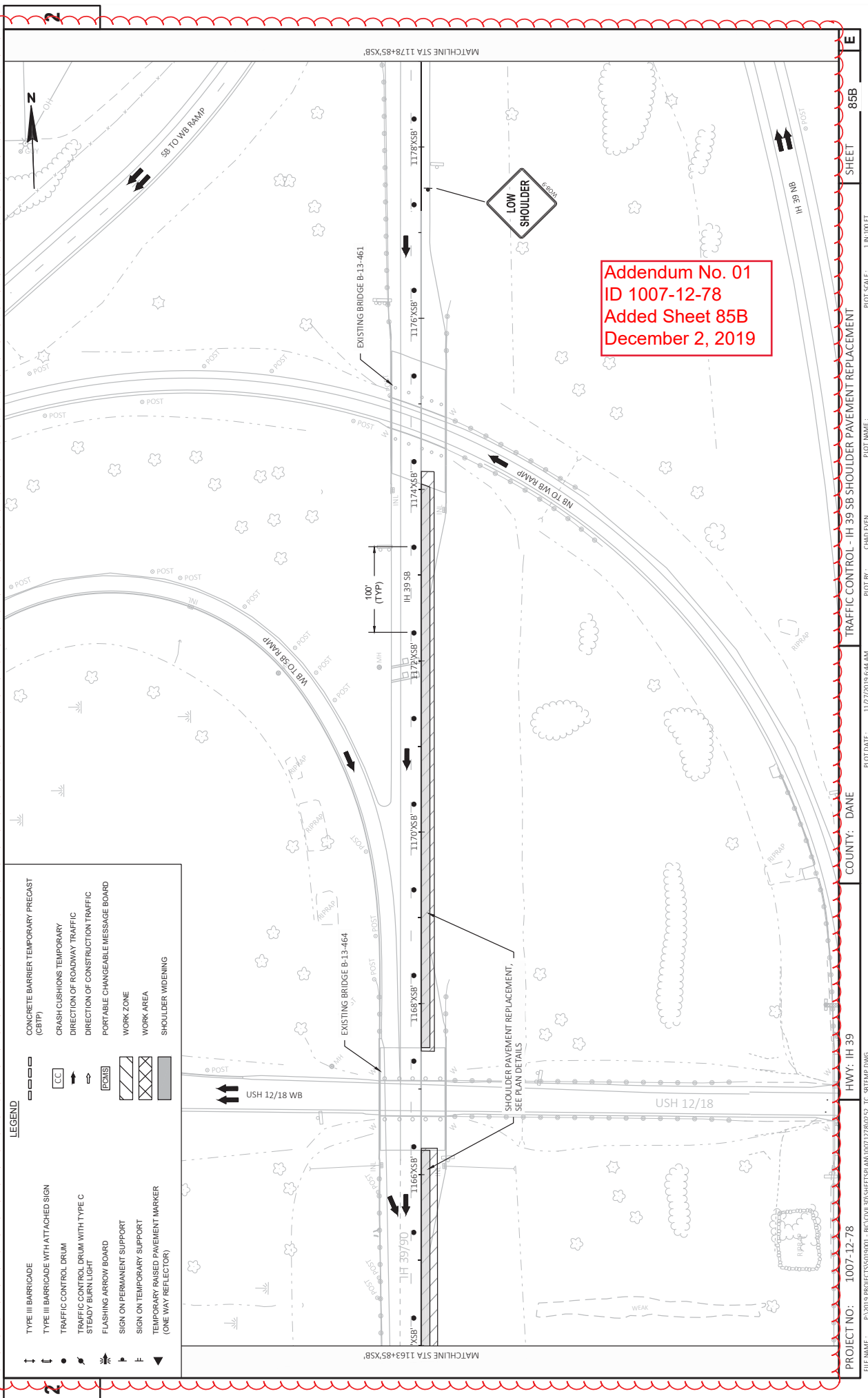
WSDOT/CADD SHEET 42



Addendum No. 01
ID 1007-12-78
Added Sheet 85A
December 2, 2019

LEGEND

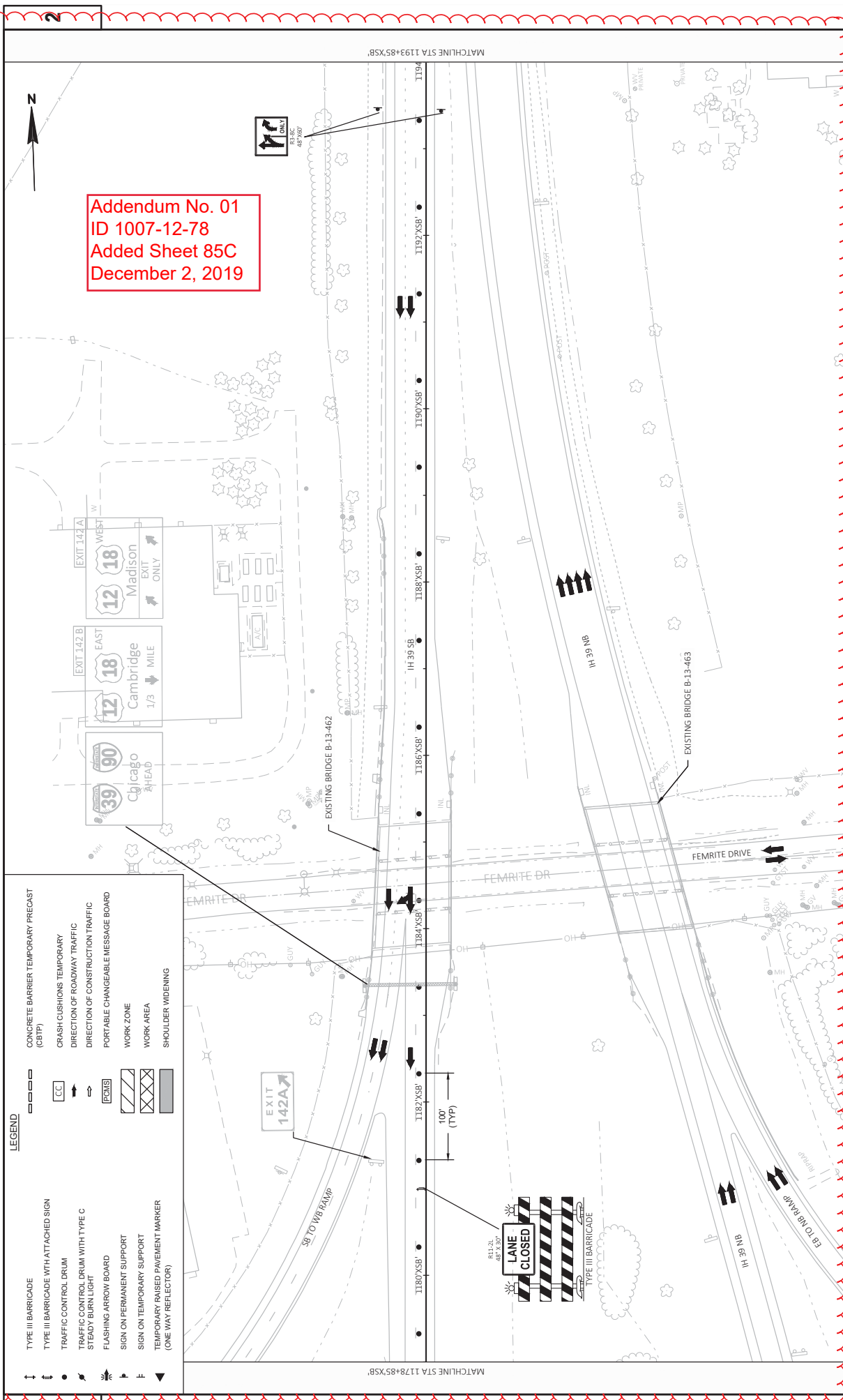
↑	TYPE III BARRICADE	▬▬▬	CONCRETE BARRIER TEMPORARY PRECAST (CBTP)
↑	TYPE III BARRICADE WITH ATTACHED SIGN	▬▬▬	CRASH CUSHIONS TEMPORARY
↑	TRAFFIC CONTROL DRUM	▬▬▬	DIRECTION OF ROADWAY TRAFFIC
↑	TRAFFIC CONTROL DRUM WITH TYPE C STEADY BURN LIGHT	▬▬▬	PORTABLE CHANGEABLE MESSAGE BOARD
↑	FLASHING ARROW BOARD	▬▬▬	WORK ZONE
↑	SIGN ON PERMANENT SUPPORT	▬▬▬	WORK AREA
↑	SIGN ON TEMPORARY SUPPORT	▬▬▬	SHOULDER WIDENING
↑	TEMPORARY RAISED PAVEMENT MARKER (ONE WAY REFLECTOR)	▬▬▬	



LEGEND

TYPE III BARRICADE	CONCRETE BARRIER TEMPORARY PRECAST (CBTP)
TYPE III BARRICADE WITH ATTACHED SIGN	CRASH CUSHIONS TEMPORARY
TRAFFIC CONTROL DRUM	DIRECTION OF ROADWAY TRAFFIC
TRAFFIC CONTROL DRUM WITH TYPE C STEADY BURN LIGHT	DIRECTION OF CONSTRUCTION TRAFFIC
FLASHING ARROW BOARD	PORTABLE CHANGEABLE MESSAGE BOARD
SIGN ON PERMANENT SUPPORT	WORK ZONE
SIGN ON TEMPORARY SUPPORT	WORK AREA
TEMPORARY RAISED PAVEMENT MARKER (ONE WAY REFLECTOR)	SHOULDER WIDENING

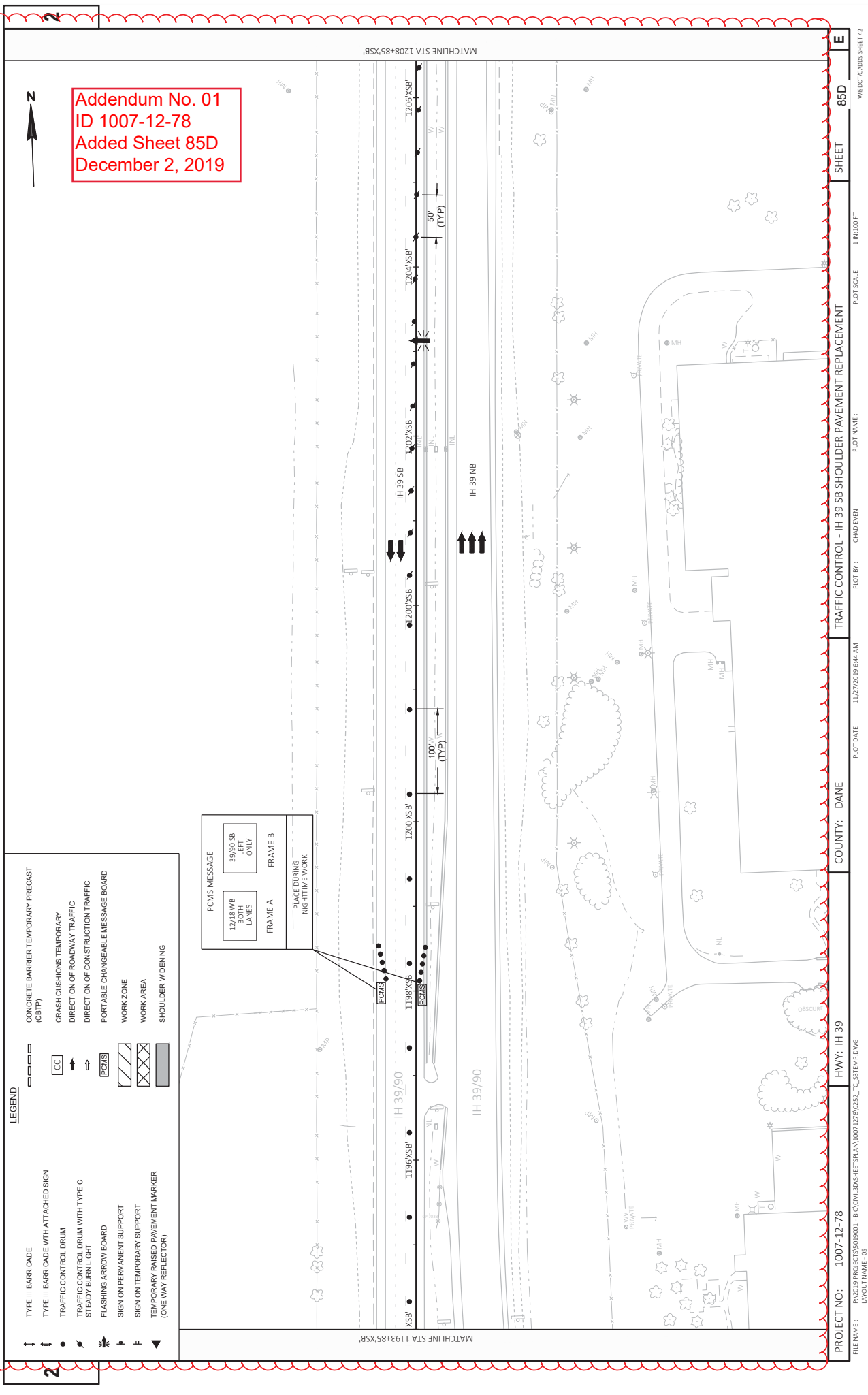
**Addendum No. 01
ID 1007-12-78
Added Sheet 85B
December 2, 2019**



Addendum No. 01
ID 1007-12-78
Added Sheet 85C
December 2, 2019

LEGEND

TYPE III BARRICADE	CONCRETE BARRIER TEMPORARY PRECAST (CBTP)
TYPE III BARRICADE WITH ATTACHED SIGN	CRASH CUSHIONS TEMPORARY
TRAFFIC CONTROL DRUM	DIRECTION OF ROADWAY TRAFFIC
TRAFFIC CONTROL DRUM WITH TYPE C STEADY BURN LIGHT	DIRECTION OF CONSTRUCTION TRAFFIC
FLASHING ARROW BOARD	PORTABLE CHANGEABLE MESSAGE BOARD
SIGN ON PERMANENT SUPPORT	WORK ZONE
SIGN ON TEMPORARY SUPPORT	WORK AREA
TEMPORARY RAISED PAVEMENT MARKER (ONE WAY REFLECTOR)	SHOULDER WIDENING



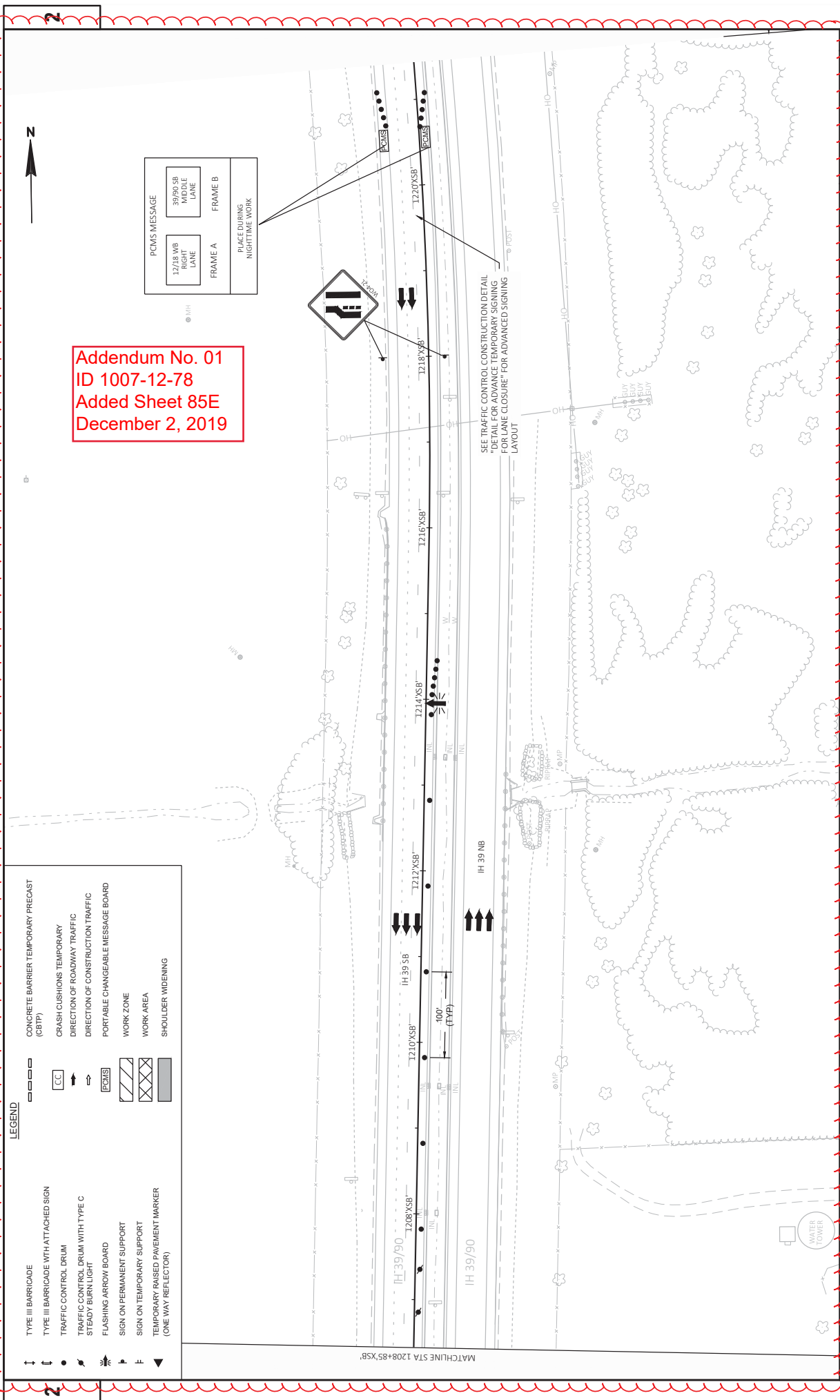
Addendum No. 01
ID 1007-12-78
Added Sheet 85D
December 2, 2019

LEGEND

TYPE III BARRICADE	CONCRETE BARRIER TEMPORARY PRECAST (CBTP)
TYPE III BARRICADE WITH ATTACHED SIGN	CRASH CUSHIONS TEMPORARY
TRAFFIC CONTROL DRUM	DIRECTION OF ROADWAY TRAFFIC
TRAFFIC CONTROL DRUM WITH TYPE C STEADY BURN LIGHT	DIRECTION OF CONSTRUCTION TRAFFIC
FLASHING ARROW BOARD	PORTABLE CHANGEABLE MESSAGE BOARD
SIGN ON PERMANENT SUPPORT	WORK ZONE
SIGN ON TEMPORARY SUPPORT	WORK AREA
TEMPORARY RAISED PAVEMENT MARKER (ONE WAY REFLECTOR)	SHOULDER WIDENING

PCMS MESSAGE

12/18 WB BOTH LANES	39/90 SB LEFT ONLY
FRAME A	FRAME B
PLACE DURING NIGHTTIME WORK	



Addendum No. 01
ID 1007-12-78
Added Sheet 85E
December 2, 2019

LEGEND

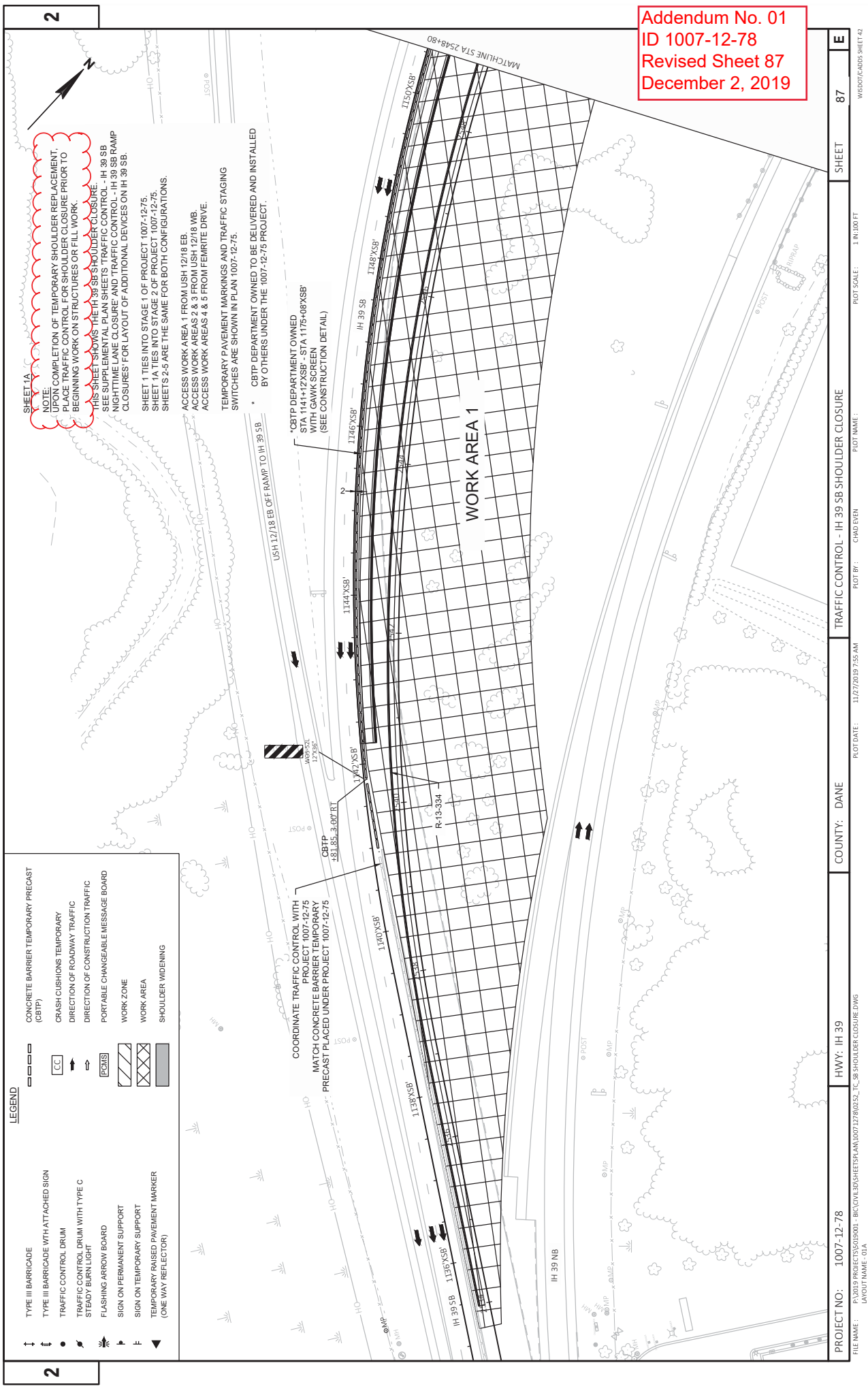
TYPE III BARRICADE	CONCRETE BARRIER TEMPORARY PRECAST (CBTP)
TRAFFIC CONTROL DRUM	CRASH CUSHIONS TEMPORARY
TRAFFIC CONTROL DRUM WITH TYPE C STEADY BURN LIGHT	DIRECTION OF ROADWAY TRAFFIC
FLASHING ARROW BOARD	DIRECTION OF CONSTRUCTION TRAFFIC
SIGN ON PERMANENT SUPPORT	PORTABLE CHANGEABLE MESSAGE BOARD
SIGN ON TEMPORARY SUPPORT	WORK ZONE
TEMPORARY RAISED PAVEMENT MARKER (ONE WAY REFLECTOR)	WORK AREA
	SHOULDER WIDENING

PCMS MESSAGE

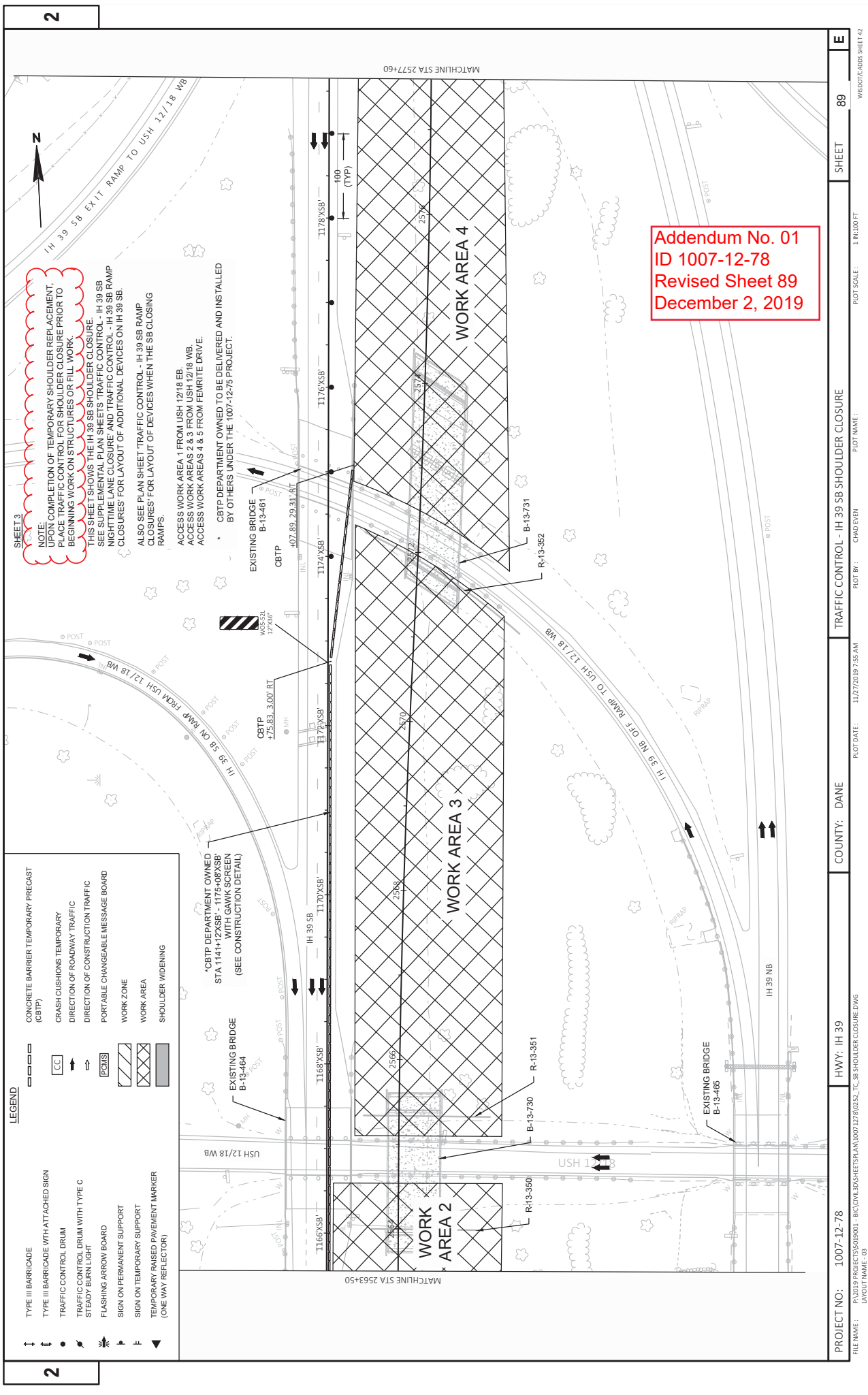
12/18 WB RIGHT LANE	39/90 SB MIDDLE LANE
FRAME A	FRAME B

PLACE DURING NIGHTTIME WORK

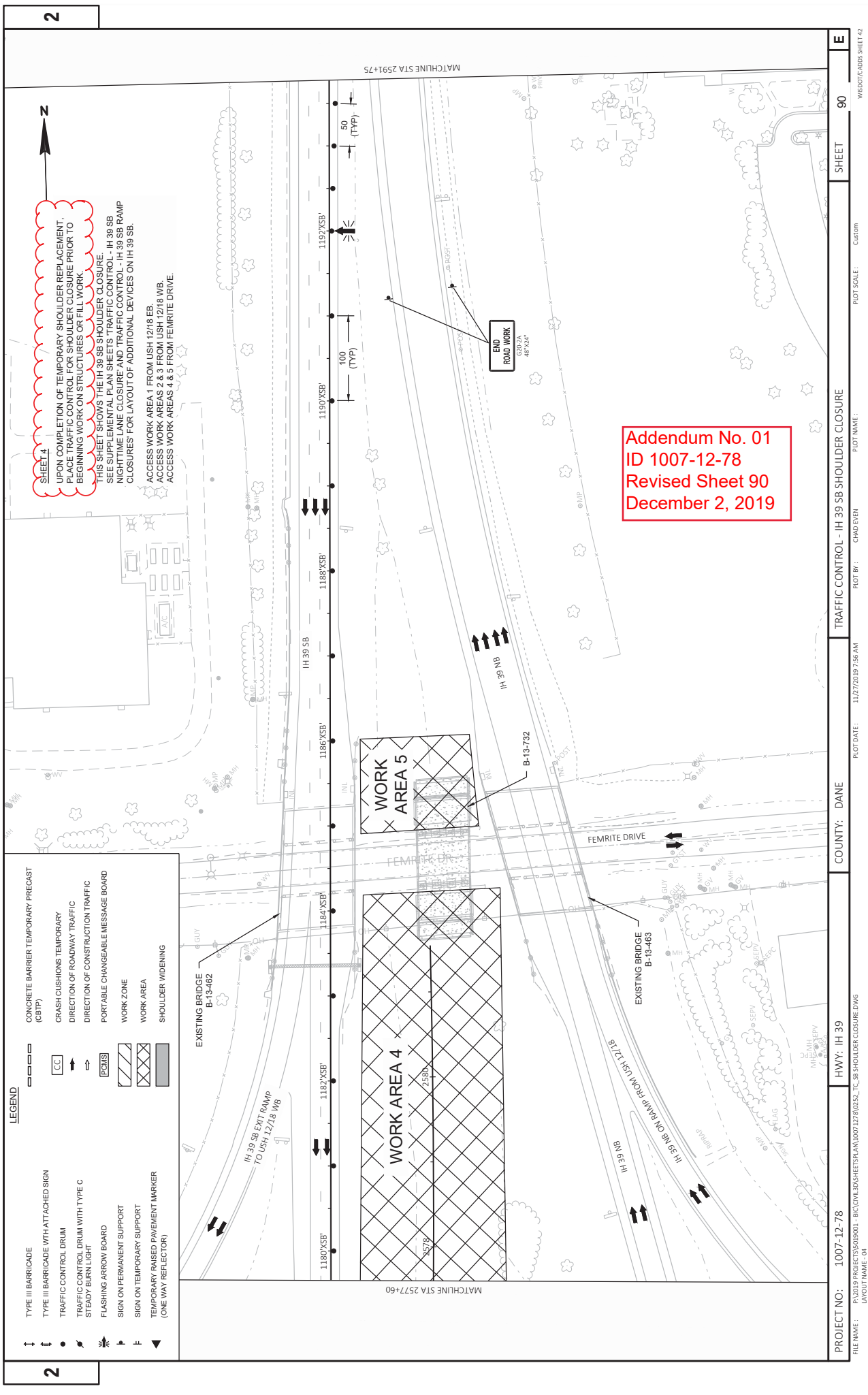




Addendum No. 01
ID 1007-12-78
Revised Sheet 87
December 2, 2019

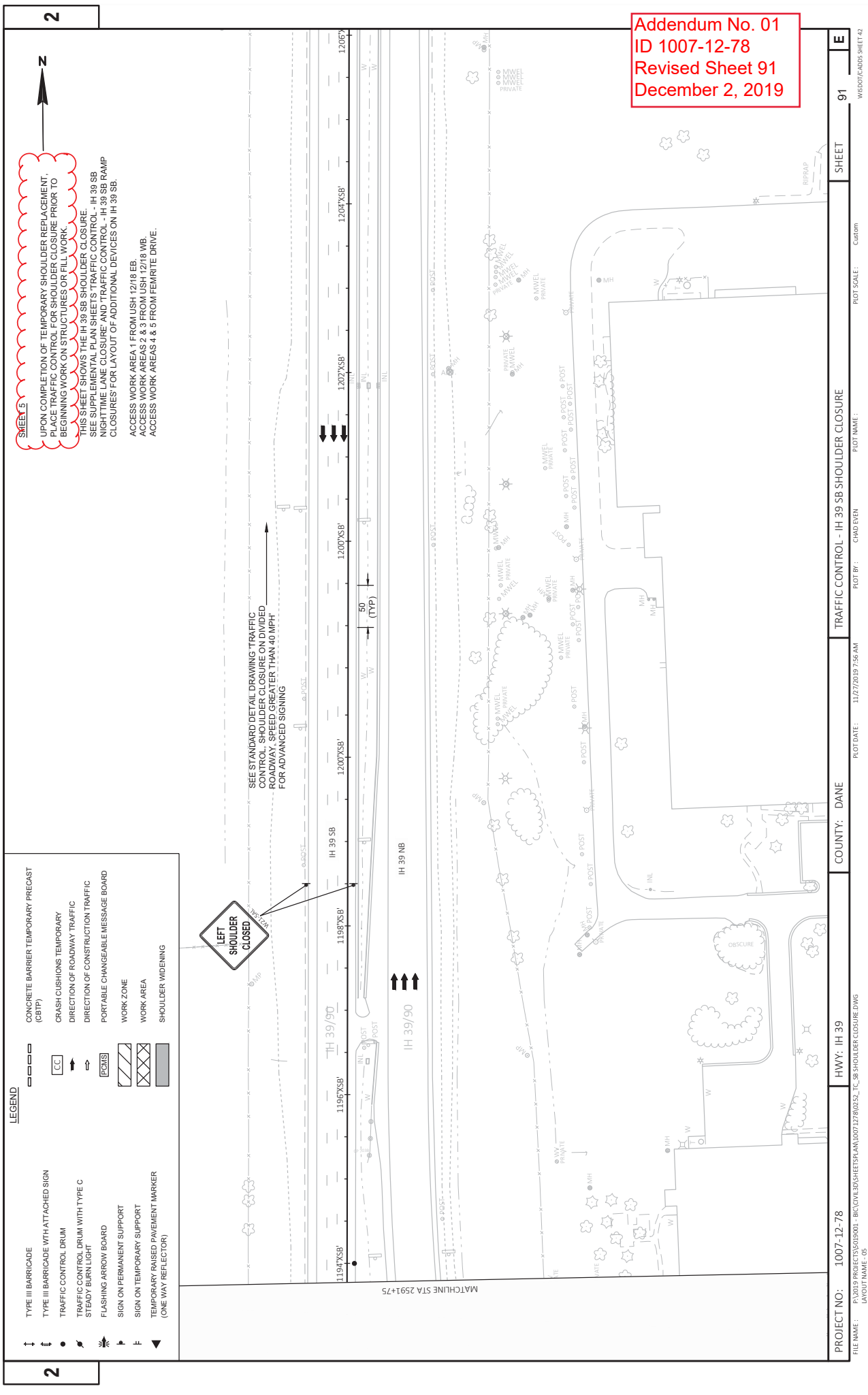


PROJECT NO: 1007-12-78	COUNTY: DANE	TRAFFIC CONTROL - IH 39 SB SHOULDER CLOSURE	SHEET 89
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LANDSCAPE: 03	HWY: IH 39		WSDOT/CADD SHEET 42



2

2



Addendum No. 01
ID 1007-12-78
Revised Sheet 91
December 2, 2019

EARTHWORK SUMMARY

Work Area	LOCATION	STATION	STATION	205.0100		FILL	208.1100	645.0220	SPV.0035.001	MASS
				CUT(2)	EXCAVATION COMMON (1)		SELECT BORROW (4)	GEOGRID TYPE SR		
				CY	CY	CY	CY	SY	EMBANKMENT (5)	ORDINATE +/- (6)
N/A	USH 12/18 EB - RIGHT SHOULDER	87+38'XEB'	99+33'XEB'	1,140	0	600	0	0	600	540
	IH 39 SB TO USH 12/18 EB - RIGHT SHOULDER	22+40'XN'	26+21'XN'	310	0	180	0	0	180	130
	USH 12/18 EB - IH 39 SB TO USH 12/18 ENTRANCE LANE/SHOULDER	99+33'XEB'	113+34'XEB'	2,550	0	420	0	0	420	2,130
	BEGIN PROJECT GRADING	GRADING	GRADING	3	0	160	0	0	160	-157
1	IH 39 NB - WORK AREA 1	2533+98	2558+79	480	7,220	167,900	7,220	10,600	167,900 (7)	-160,200
	IH 39 SB - WORK AREA 1	2533+98'TSB'	2559+69'TSB'	4,270	0	21,500	0	0	21,500	-17,230
	USH 12/18 EB - SOUTH APPROACH	GRADING	GRADING	3	0	1,280	0	0	1,280	-1,277
	Project ID: 1007-12-74/75	2546+00	2557+50	14	0	1,460	0	0	-80,000	0
2	USH 12/18 EB - NORTH APPROACH	GRADING	GRADING	48	0	37	0	0	1,460	-1,748
	IH 39 SB - DITCH GRADING	1162+71'XSB'	1174+07'XSB'	210	0	0	0	0	37	11
	IH 39 SB - SHOULDER	99+32'XEB'	106+12'XEB'	706	0	48	0	0	0	210
	USH 12/18 EB - LEFT SHOULDER	GRADING	GRADING	7	0	42,700	0	0	48	652
3	IH 39 NB - WORK AREA 2	2560+65	2563+73	1,240	0	42,700	0	0	42,700	-41,460
	USH 12/18 WB - RIGHT SHOULDER	100+58'XWB'	105+09'XWB'	940	0	790	0	0	790	150
	USH 12/18 WB - SOUTH APPROACH	GRADING	GRADING	7	0	1,330	0	0	1,330	-1,323
	USH 12/18 WB - NORTH APPROACH	GRADING	GRADING	2	0	1,650	0	0	1,650	-1,643
4	IH 39 NB - WORK AREA 3	100+55'XWB'	105+09'XWB'	720	0	200	0	0	200	520
	USH 12/18 WB - LEFT SHOULDER	2565+60	2571+64	560	4,010	86,600	4,010	2,220	86,600	-82,030
	IH 39 NB TO USH 12/18 WB - RIGHT SHOULDER	17+75'XL'	24+05'XL'	450	0	74	0	0	74	376
	IH 39 NB TO USH 12/18 WB - SOUTH APPROACH	GRADING	GRADING	1	0	1,280	0	0	1,280	-1,279
5	IH 39 NB TO USH 12/18 WB - NORTH APPROACH	GRADING	GRADING	0	0	2,550	0	0	2,550	-2,550
	IH 39 NB TO USH 12/18 WB - DITCH GRADING	GRADING	GRADING	490	0	170	0	0	170	320
	IH 39 NB - WORK AREA 4	2574+28	2581+63	840	0	58,300	0	0	58,300	-57,460
	FEMRITE DRIVE - SOUTH APPROACH	GRADING	GRADING	23	0	630	0	0	630	-607
	FEMRITE DRIVE - SOUTH APPROACH	47+00'FD'	56+50'FD'	560	0	54	0	0	54	506
	FEMRITE DRIVE - LEFT SHOULDER	48+50'FD'	56+50'FD'	350	0	47	0	0	47	303
	FEMRITE DRIVE - NORTH APPROACH	GRADING	GRADING	29	0	400	0	0	400	-371
	UNDISTRIBUTED			0	5,620	0	5,620	6,410	0	5,620
CATEGORY 1000 SUBTOTALS				15,940	16,850	390,360	16,850	19,230	310,360	-357,570
PROJECT TOTALS				15,940	16,850	390,360	16,850	19,230	310,360	-357,570

1) EXCAVATION COMMON IS THE SUM OF THE CUT AND EBS EXCAVATION COLUMNS . ITEM NUMBER 205.0100.

2) CUT VOLUME INCLUDES CONCRETE AND ASPHALTIC SURFACE MATERIAL.

3) EBS EXCAVATION TO BE BACKFILLED WITH SELECT BORROW.

4) MARSH EXCAVATION TO BE BACKFILLED WITH ROADWAY EMBANKMENT EXCEPT AS NOTED IN NOTE 7. THE NEED FOR MARSH EXCAVATION IS TO BE DETERMINED IN THE FIELD BY THE PROJECT ENGINEER.

4) SELECT BORROW IS USED IN EBS EXCAVATION AREAS WHERE WATER IS ENCOUNTERED DURING EXCAVATION. PLACE SELECT BORROW TO AN ELEVATION 1' ABOVE THE WATER LINE.

5) ROADWAY EMBANKMENT = FILL + EBS - SELECT BORROW

6) MASS ORDINATE = (CUT + EBS - FILL). A POSITIVE MASS ORDINATE QUANTITY INDICATES AN EXCESS OF MATERIAL FOR THE STATION RANGE SHOWN AND A NEGATIVE MASS ORDINATE QUANTITY INDICATES A SHORTAGE OF MATERIAL FOR THE STATION RANGE SHOWN. OF EXCAVATION COMMON, AND IF IT CAN BE REUSED ON SITE.

7) EMBANKMENT PLACED IN THE FALL OF 2019 AND SPRING OF 2020 BY THE CONTRACTOR FROM PROJECT ID 1007-12-74/75 IN WORK AREA 1 FROM STA 2546+00 TO STA 2557+50. EMBANKMENT IS NOT SHOWN ON PROJECT PLANS OR CROSS SECTIONS. EMBANKMENT QUANTITY FOR WORK AREA 1 FROM STA 2533+98 TO 2558+79 HAS NOT BEEN ADJUSTED TO ACCOUNT FROM THE ADDITIONAL QUANTITY. CONTACT REGION CONSTRUCTION ENGINEER MARK SPONEM AT (608) 245-2627 FOR ADDITIONAL INFORMATION AND COORDINATION

Addendum No. 01
ID 1007-12-78
Revised Sheet 186
December 2, 2019

ASPHALTIC PAVEMENT ITEMS

CATEGORY	STATION	STATION	LOCATION	LOWER		UPPER		TACK	455.0605	460.7222		460.7424		465.0110		REMARKS
				LAYER	THICKNESS	LAYER	THICKNESS			HMA PAVEMENT	2 HT 58-28 S	HMA PAVEMENT	4 HT 58-28 H	HMA PAVEMENT	4 HT 58-28 V	
1000	3540+78 'TSB'	-	2559+54 'TSB'	IH 39 SB, LT	4.25	2.50	130	0	610	0	360	0	0	0	0	TEMP SB CONNECTION
1000	1162+71 'XSB'	-	1166+29 'XSB'	IH 39 SB, RT	4.25	2.50	20	0	90	0	50	0	0	0	0	SHOULDER
1000	1167+48 'XSB'	-	1174+06 'XSB'	IH 39 SB, RT	4.25	2.50	36	170	170	0	100	0	0	0	0	SHOULDER
1000	87+38 'XEB'	-	99+33 'XEB'	US 12/18 EB, RT	3.00	2.00	99	330	330	0	220	0	0	0	0	SHOULDER WIDENING
1000	99+33 'XEB'	-	113+46 'XEB'	US 12/18 EB, RT	4.00	0.00	51	0	0	230	0	0	0	0	0	SHOULDER
1000	99+92 'XEB'	-	106+24 'XEB'	US 12/18 EB, LT	2.75	2.25	27	80	70	0	0	0	0	0	0	SHOULDER WIDENING
1000	90+67 'XWB'	-	96+97 'XWB'	US 12/18 WB, LT	2.75	2.25	23	70	60	0	0	0	0	0	0	SHOULDER WIDENING
1000	90+67 'XWB'	-	112+46 'XWB'	US 12/18 WB, RT	2.75	2.25	65	200	200	160	0	0	0	0	0	SHOULDER WIDENING
1000	100+55 'XWB'	-	112+14 'XWB'	US 12/18 WB, LT	2.75	2.25	55	170	170	140	0	0	0	0	0	SHOULDER WIDENING
1000	22+63 'XN'	-	26+21 'XN'	SB TO EB RAMP, RT	4.00	0.00	12	0	0	50	0	0	0	0	0	SHOULDER
1000	18+57 'XL'	-	24+05 'XL'	NB TO WB RAMP, RT	2.75	2.25	16	50	40	0	0	0	0	0	0	SHOULDER
1000	21+11 'XL'	-	21+33 'XL'	NB TO WB RAMP, LT	2.75	2.25	1	3	2	0	0	0	0	0	0	SHOULDER
1000	47+00 'XFD'	-	56+50 'XFD'	FEMRITE DR, RT	3.25	2.00	52	190	110	0	0	0	0	0	0	SHOULDER WIDENING
1000	48+50 'XFD'	-	56+50 'XFD'	FEMRITE DR, LT	3.25	2.00	38	140	80	0	0	0	0	0	0	SHOULDER WIDENING
1000	UNDISTRIBUTED															20

TOTALS:

626 2,103 1,162 510 20 20

CULVERT ITEMS

CATEGORY	PIPE NAME	STATION	OFFSET	ELEV. FT.	OUTLET	ELEV. FT.	SLOPE %	CLASS III		CLASS IV		CLASS V		APRON ENDWALLS FOR CULVERT PIPE		MARKERS CULVERT END	REINFORCED CONCRETE CLASS IV		REINFORCED CONCRETE CLASS V		SPV.0090.002 BORE AND JACK CULVERT PIPE
								24-INCH	36-INCH	24-INCH	30-INCH	36-INCH	42-INCH	24-INCH	36-INCH		30-INCH	42-INCH	30-INCH	42-INCH	
1000	C200	2546+00	115.3' RT	858.80	151.8' LT	857.47	0.50	-	-	-	179	-	-	-	-	2	-	-	-	-	633.5200*
1000	C300	2562+25	138' RT	859.10	2562+25	857.42	0.47	-	-	-	-	-	-	-	-	2	-	-	-	-	SPV.0090.003
1000	C400	2575+00	53' LT	886.90	2575+00	91' RT	885.50	0.97	-	-	-	-	-	-	-	2	-	-	-	-	REINFORCED CONCRETE
1000	C500	2579+00	48' LT	884.90	2579+00	96' RT	883.50	0.97	-	-	-	-	-	-	-	2	-	-	-	-	CLASS IV
1000	C600	103+25 'XEB'	67.6' RT	860.50	103+25 'XEB'	22.4' LT	860.05	0.50	-	-	-	-	-	-	-	2	-	-	-	-	42-INCH
1000	C700	107+25 'XEB'	55.3' RT	863.85	107+25 'XEB'	47.2' RT	863.76	1.12	-	-	8	-	-	-	-	1	-	-	-	-	SPV.0090.003
1000	C800	102+60 'XWB'	47.5' LT	861.50	102+60 'XWB'	28.5' RT	861.00	0.66	-	-	-	-	-	-	-	2	-	-	-	-	REINFORCED CONCRETE
1000	C900	21+03 'XL'	54.3' LT	867.00	29.7' RT	866.00	1.09	-	-	-	-	-	-	-	-	2	-	-	-	-	CLASS V
TOTALS:								288	92	90	187	76	188	6	3	4	2	15	88	168	

*ADDITIONAL QUANTITIES ELSEWHERE

CULVERT PAVEMENT ITEMS

CATEGORY	PIPE NAME	STATION	SY	TON	REMOVING PAVEMENT	DENSE 1 1/4 INCH	BASE	STATION	OFFSET	ELEV. FT.	CONCRETE PAVEMENT	CONCRETE PAVEMENT	CONCRETE PAVEMENT	CONCRETE PAVEMENT	CONCRETE PAVEMENT	CONCRETE PAVEMENT	CONCRETE PAVEMENT	CONCRETE PAVEMENT	CONCRETE PAVEMENT	CONCRETE PAVEMENT	CONCRETE PAVEMENT
1000	C600	103+25 'XEB'	60	90	20	30	30	20	30	30	60	60	60	60	60	60	60	60	60	60	60
1000	C800	102+60 'XWB'	30	60	15	22	22	15	22	22	30	30	30	30	30	30	30	30	30	30	30
1000	C900	21+04 'XL'	35	75	20	14	14	20	14	14	24	24	24	24	24	24	24	24	24	24	24
TOTALS:			125	225	55	66	66	55	66	66	90	90	90	90	90	90	90	90	90	90	90

CONCRETE CURB & GUTTER

CATEGORY	STATION	STATION	LOCATION	TYPE A	LF
1000	22+40 'XN'	-	22+55 'XN'	EB TO SB RAMP, RT	15
TOTALS:					15

*ADDITIONAL QUANTITIES ELSEWHERE

MARKING LINE

*ADDITIONAL QUANTITIES ELSEWHERE

Addendum No. 01
ID 1007-12-78
Revised Sheet 193
December 2, 2019

PROJECT NO:	1007-12-78	HWY:	IH 39	COUNTY:	DANE	MISCELLANEOUS QUANTITIES	SHEET	193
FILE NAME:	P:\2009 PROJECTS\1007-12-78\1007-12-78\DWG_MOLDING_LAYOUT_NAME_12							
	PLOT DATE:		11/06/2015 7:57 PM		PLOT BY:		KYLE CORNELIUS	
WSDOT/CADDIS SHEET 42								

[illegible][illegible][illegible][illegible][illegible]

TRAFFIC CONTROL ITEMS

CATEGORY	LOCATION	643.0300			643.0420			643.0500			643.0600			643.0705			643.0715			643.0800			643.0900			643.0910			643.0920			643.1050		
		* STAGE DURATION	DAYS	EACH*	TRAFFIC CONTROL DURMS	DAYS	EACH*	TRAFFIC CONTROL BARRICADES TYPE III	DAYS	EACH*	TRAFFIC CONTROL FLEXIBLE TUBULAR MARKER POSTS	DAYS	EACH	BASES	TRAFFIC CONTROL WARNING LIGHTS TYPE A	DAYS	EACH*	TRAFFIC CONTROL WARNING LIGHTS TYPE C	DAYS	EACH*	TRAFFIC CONTROL ARROW BOARDS	DAYS	EACH*	TRAFFIC CONTROL SIGNS	DAYS	EACH	# CYCLES	SIGNS	EACH	# CYCLES	SIGNS	TRAFFIC CONTROL SIGNS POMS		
USH 12/18 EB FREEWAY CLOSURE																																		
ADVANCED NOTICE		14	15	210		--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2	14		
STRUCTURE WORK		3	200	600	9	27								14	42	39	117	4	12	15	45									11	33			
USH 12/18 EB FREEWAY CLOSURE SUBTOTAL				810	27									42		117		12		45											47			
USH 12/18 WB FREEWAY CLOSURE																																		
ADVANCED NOTICE		14	15	210		--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	2	14			
FREEWAY CLOSURE		3	160	480	7	21								11	33	55	165	3	9	11	33									12	36			
WORK AREA 4 SUBTOTAL				690	21									33		165		9		33											50			
IH 39/90 NB TO USH 12/18 WB RAMP CLOSURE																																		
ADVANCED NOTICE		21	10	210		--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	1	7			
STRUCTURE WORK		3	115	345										--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	5	15			
ROADWAY ITEMS		2	115	230	5	10								8	16	--	--	--	--	7	14	--	--	--	--	--	--	--	--	5	10			
WORK AREA 4 SUBTOTAL				785	10									16		--	--	--	14												32			
DETOUR SIGNING																																		
IH 39/90 SB TO USH 12/18 EB		100	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	76	7,600	4	1	4	--	--	--	--	--	1	7			
USH 12/18 WB TO IH 39/90 SB		100	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	76	7,600	4	1	4	--	--	--	--	--	1	7				
DETOUR SUBTOTALS				--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	15,200		8										14			
UNDISTRIBUTED																																		
				17,530	510									840	2,810		150		7,160	10									10	60				
PROJECT TOTALS				87,650	2,543	25	25	4,199	14,062	753	35,785	30	40																	303				

TRAFFIC CONTROL GAWK SCREEN

		SPV.0090.201	SPV.0090.202		
		TRAFFIC CONTROL	TRAFFIC CONTROL		
		GAWK SCREEN	GAWK SCREEN		
		FURNISHED	INSTALLED		
CATEGORY	STATION	STATION	LOCATION	LF	COMMENTS
1000	1140+12 'XSB'	- 1175+08 'XSB'	IH 39 SB, RT	3496	CBTP ALONG SB MEDIAN SHOULDER
TOTALS:				3,496	3,496

Addendum No. 01
ID 1007-12-78
Revised Sheet 196
December 2, 2019

PROJECT NO: 1007-12-78

HWY: IH 39

COUNTY: DANE

MISCELLANEOUS QUANTITIES

SHEET

196

E

FILE NAME: P:\2019 PROJECTS\5019001 - BUCKWILD\SHEET\PLAN\10071278\0302_MQ.DWG

LAYOUT NAME: 1S

PLOT DATE: 11/27/2019 8:41 AM

PLOT BY: CHAD EVEN

PLOT NAME:

WISDOT/CADDS SHEET 42



Proposal Schedule of Items

Page 1 of 16

Proposal ID: 20191210001 Project(s): 1007-12-78

Federal ID(s): WISC 2019732

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0120 Clearing	27.000 ID	_____.	_____.
0004	201.0220 Grubbing	27.000 ID	_____.	_____.
0006	204.0100 Removing Pavement	5,014.000 SY	_____.	_____.
0008	204.0110 Removing Asphaltic Surface	1,769.000 SY	_____.	_____.
0010	204.0150 Removing Curb & Gutter	390.000 LF	_____.	_____.
0012	204.0157 Removing Concrete Barrier	347.000 LF	_____.	_____.
0014	204.0165 Removing Guardrail	1,985.000 LF	_____.	_____.
0016	204.0180 Removing Delineators and Markers	17.000 EACH	_____.	_____.
0018	204.0220 Removing Inlets	1.000 EACH	_____.	_____.
0020	204.0245 Removing Storm Sewer (size) 01. 12-Inch	243.000 LF	_____.	_____.
0022	204.0270 Abandoning Culvert Pipes	2.000 EACH	_____.	_____.
0024	204.0291.S Abandoning Sewer	38.000 CY	_____.	_____.
0026	204.9060.S Removing (item description) 01. Apron Endwall	1.000 EACH	_____.	_____.
0028	205.0100 Excavation Common	32,790.000 CY	_____.	_____.
0030	206.1000 Excavation for Structures Bridges (structure) 702. B-13-731	LS	LUMP SUM	_____.
0032	206.1000 Excavation for Structures Bridges (structure) 703. B-13-732	LS	LUMP SUM	_____.



Proposal Schedule of Items

Page 3 of 16

Proposal ID: 20191210001 Project(s): 1007-12-78

Federal ID(s): WISC 2019732

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	415.0100 Concrete Pavement 10-Inch	709.000 SY	_____.	_____.
0066	415.0120 Concrete Pavement 12-Inch	2,284.000 SY	_____.	_____.
0068	416.0610 Drilled Tie Bars	306.000 EACH	_____.	_____.
0070	416.0620 Drilled Dowel Bars	167.000 EACH	_____.	_____.
0072	416.1110 Concrete Shoulder Rumble Strips	1,891.000 LF	_____.	_____.
0074	416.1715 Concrete Pavement Repair SHES	90.000 SY	_____.	_____.
0076	416.1725 Concrete Pavement Replacement SHES	35.000 SY	_____.	_____.
0078	455.0605 Tack Coat	626.000 GAL	_____.	_____.
0080	460.2000 Incentive Density HMA Pavement	2,160.000 DOL	1.00000	2,160.00
0082	460.7222 HMA Pavement 2 HT 58-28 S	2,103.000 TON	_____.	_____.
0084	460.7424 HMA Pavement 4 HT 58-28 H	1,162.000 TON	_____.	_____.
0086	460.7624 HMA Pavement 4 HT 58-28 V	510.000 TON	_____.	_____.
0088	465.0110 Asphaltic Surface Patching	20.000 TON	_____.	_____.
0090	465.0125 Asphaltic Surface Temporary	55.000 TON	_____.	_____.
0092	465.0315 Asphaltic Flumes	14.000 SY	_____.	_____.
0094	465.0400 Asphaltic Shoulder Rumble Strips	7,583.000 LF	_____.	_____.
0096	501.1000.S Ice Hot Weather Concreting	29,300.000 LB	_____.	_____.



Proposal Schedule of Items

Page 11 of 16

Proposal ID: 20191210001 Project(s): 1007-12-78

Federal ID(s): WISC 2019732

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0308	630.0200 Seeding Temporary	2,273.000 LB	_____.	_____.
0310	630.0300 Seeding Borrow Pit	5,120.000 LB	_____.	_____.
0312	630.0500 Seed Water	1,664.000 MGAL	_____.	_____.
0314	633.0100 Delineator Posts Steel	9.000 EACH	_____.	_____.
0316	633.0500 Delineator Reflectors	18.000 EACH	_____.	_____.
0318	633.1000 Delineators Barrier Wall	9.000 EACH	_____.	_____.
0320	633.5200 Markers Culvert End	31.000 EACH	_____.	_____.
0322	638.2101 Moving Signs Type I	7.000 EACH	_____.	_____.
0324	642.5401 Field Office Type D	1.000 EACH	_____.	_____.
0326	643.0300 Traffic Control Drums	87,650.000 DAY	_____.	_____.
0328	643.0420 Traffic Control Barricades Type III	2,543.000 DAY	_____.	_____.
0330	643.0500 Traffic Control Flexible Tubular Marker Posts	25.000 EACH	_____.	_____.
0332	643.0600 Traffic Control Flexible Tubular Marker Bases	25.000 EACH	_____.	_____.
0334	643.0705 Traffic Control Warning Lights Type A	4,199.000 DAY	_____.	_____.
0336	643.0715 Traffic Control Warning Lights Type C	14,062.000 DAY	_____.	_____.
0338	643.0800 Traffic Control Arrow Boards	753.000 DAY	_____.	_____.



Proposal Schedule of Items

Page 12 of 16

Proposal ID: 20191210001 Project(s): 1007-12-78

Federal ID(s): WISC 2019732

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0340	643.0900 Traffic Control Signs	35,785.000 DAY	_____.	_____.
0342	643.0910 Traffic Control Covering Signs Type I	30.000 EACH	_____.	_____.
0344	643.0920 Traffic Control Covering Signs Type II	40.000 EACH	_____.	_____.
0346	643.1000 Traffic Control Signs Fixed Message	180.500 SF	_____.	_____.
0348	643.1050 Traffic Control Signs PCMS	303.000 DAY	_____.	_____.
0350	643.1055.S Truck or Trailer Mounted Attenuator	4.000 DAY	_____.	_____.
0352	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0354	645.0111 Geotextile Type DF Schedule A	898.000 SY	_____.	_____.
0356	645.0120 Geotextile Type HR	654.000 SY	_____.	_____.
0358	645.0220 Geogrid Type SR	19,230.000 SY	_____.	_____.
0360	646.1020 Marking Line Epoxy 4-Inch	31,978.000 LF	_____.	_____.
0362	646.3020 Marking Line Epoxy 8-Inch	4,112.000 LF	_____.	_____.
0364	646.5020 Marking Arrow Epoxy	2.000 EACH	_____.	_____.
0366	646.9010 Marking Removal Line Water Blasting 4-Inch	9,170.000 LF	_____.	_____.
0368	646.9110 Marking Removal Line Water Blasting 8-Inch	275.000 LF	_____.	_____.
0370	649.0105 Temporary Marking Line Paint 4-Inch	14,935.000 LF	_____.	_____.



Proposal Schedule of Items

Page 13 of 16

Proposal ID: 20191210001 Project(s): 1007-12-78

Federal ID(s): WISC 2019732

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0372	649.0205 Temporary Marking Line Paint 8-Inch	210.000 LF	_____.	_____.
0374	649.0760 Temporary Marking Raised Pavement Marker Type I	50.000 EACH	_____.	_____.
0376	652.0125 Conduit Rigid Metallic 2-Inch	100.000 LF	_____.	_____.
0378	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,775.000 LF	_____.	_____.
0380	653.0222 Junction Boxes 18x12x6-Inch	8.000 EACH	_____.	_____.
0382	690.0150 Sawing Asphalt	1,471.000 LF	_____.	_____.
0384	690.0250 Sawing Concrete	1,099.000 LF	_____.	_____.
0386	715.0415 Incentive Strength Concrete Pavement	910.000 DOL	1.00000	910.00
0388	715.0502 Incentive Strength Concrete Structures	28,818.000 DOL	1.00000	28,818.00
0390	715.0603 Incentive Strength Concrete Barrier	3,660.000 DOL	1.00000	3,660.00
0392	715.0710 Optimized Aggregate Gradation Incentive	4,750.000 DOL	1.00000	4,750.00
0394	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	3,200.000 HRS	5.00000	16,000.00
0396	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	6,000.000 HRS	5.00000	30,000.00
0398	SPV.0035 Special 001. Roadway Embankment	310,360.000 CY	_____.	_____.
0400	SPV.0035 Special 700. High Performance Concrete (HPC) Masonry Structures	2,530.000 CY	_____.	_____.



Wisconsin Department of Transportation

December 4, 2019

**Division of Transportation Systems
Development**

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631

Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

**Proposal #01: 1007-12-78, WISC 2019 732
Illinois State Line – Madison
USH 12/18 Intchg/Core NB/Early Work
IH 39
Dane County**

Letting of December 10, 2019

This is Addendum No. 02, which provides for the following:

Special Provisions:

Revised Special Provisions	
Article No.	Description
17	Native American Hiring

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

ADDENDUM NO. 02

1007-12-78

December 4, 2019

Special Provisions

17. Native American Hiring.

*Replace paragraph two under section titled **Pre-Bid** with the following:*

Ho-Chunk Nation Department of Labor contact information:

Angela K. Ward, Executive Director
Department of Labor
PO Box 667
Black River Falls, WI 54615
715-284-5877 ext: 1139
angela.ward@ho-chunk.com

END OF ADDENDUM