

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **018**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Brown	1227-08-76	WISC 2020254	Manitowoc - Green Bay; STH 172-Atkinson Drive	IH 043

## ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: May 12, 2020 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 01, 2021	<b>SAMPLE NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal 12%	This contract is exempt from federal oversight.

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

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

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

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

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

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

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

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

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

Notary Seal

Type of Work: Grading, Base, Asphalt Pavement, Curb and Gutter, Concrete Masonry Overlays, Deck Repair, Bridge Painting, Guardrail, Pavement Markings, Sign Bridge	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

## **PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Effective with August 2015 Letting**

### **BID PREPARATION**

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

##### **A General**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Bidder Name**

**BN00**

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

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

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

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

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

# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

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

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

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

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

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

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

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

## NOTARY FOR PRINCIPAL

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

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

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

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

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

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

**Notary Seal**

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

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

## NOTARY FOR SURETY

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

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

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

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

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

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

**Notary Seal**

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



# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



## March 2010

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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

## Special Provisions

### Table of Contents

Article	Description	Page #
1.	General.....	3
2.	Scope of Work.....	3
3.	Pre-Bid Meeting. ....	3
4.	Prosecution and Progress.....	3
5.	Lane Rental Fee Assessment. (IH 43 Shoulder Reconstruction Only).....	8
6.	Traffic. ....	9
7.	Holiday Work Restrictions. ....	13
8.	Utilities.....	13
9.	Railroad Insurance and Coordination - Wisconsin Central Ltd (CN). ....	15
10.	Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.....	18
11.	Environmental Protection, Phragmites.....	18
12.	Erosion Control Structures.....	18
13.	Survey Monument Coordination .....	19
14.	Notice to Contractor, Verification of Asbestos Inspection, No Asbestos Found. ....	19
15.	Removing Guardrail .....	19
16.	QMP HMA Pavement Nuclear Density. ....	19
17.	Expansion Device, B-05-0211, B-05-0214, B-05-0223, B-05-0224.....	24
18.	Removing Asphaltic Concrete Deck Overlay B-5-202, Item 509.9010.S.01; Removing Asphaltic Concrete Deck Overlay B-5-203, Item 509.9010.S.02; Removing Asphaltic Concrete Deck Overlay B-5-208, Item 509.9010.S.03; Removing Asphaltic Concrete Deck Overlay B-5-209, Item 509.9010.S.04; Removing Asphaltic Concrete Deck Overlay B-5-210, Item 509.9010.S.05; Removing Asphaltic Concrete Deck Overlay B-5-211, Item 509.9010.S.06; Removing Asphaltic Concrete Deck Overlay B-5-212, Item 509.9010.S.07; Removing Asphaltic Concrete Deck Overlay B-5-213, Item 509.9010.S.08; Removing Asphaltic Concrete Deck Overlay B-5-214, Item 509.9010.S.09; Removing Asphaltic Concrete Deck Overlay B-5-215, Item 509.9010.S.10; Removing Asphaltic Concrete Deck Overlay B-5-216, Item 509.9010.S.11; Removing Asphaltic Concrete Deck Overlay B-5-219, Item 509.9010.S.12; Removing Asphaltic Concrete Deck Overlay B-5-220, Item 509.9010.S.13; Removing Asphaltic Concrete Deck Overlay B-5-221, Item 509.9010.S.14; Removing Asphaltic Concrete Deck Overlay B-5-222, Item 509.9010.S.15; Removing Asphaltic Concrete Deck Overlay B-5-223, Item 509.9010.S.16; Removing Asphaltic Concrete Deck Overlay B-5-224, Item 509.9010.S.17. ....	25
19.	Cleaning Parapets, Item 509.9050.S. ....	26
20.	Structure Repainting General. ....	27
21.	Structure Repainting Recycled Abrasive B-5-0205, Item 517.1800.S.01; Structure Repainting Recycled Abrasive B-5-0206, Item 517.1800.S.02; Structure Repainting Recycled Abrasive B-5-0219, Item 517.1800.S.03; Structure Repainting Recycled Abrasive B-5-0220, Item 517.1800.S.04; Structure Repainting Recycled Abrasive B-5-0221, Item 517.1800.S.05; Structure Repainting Recycled Abrasive B-5-0222, Item 517.1800.S.06; Structure Repainting Recycled Abrasive B-5-0217, Item 517.1800.S.07; Structure Repainting Recycled Abrasive B-5-0218 Item 517.1800.S.08. ....	28
22.	Structure Overcoating Cleaning and Priming B-5-0202, Item 517.3000.S.01; Structure Overcoating Cleaning and Priming B-5-0203, Item 517.3000.S.02; Structure Overcoating Cleaning and Priming B-5-0211, Item 517.3000.S.03; Structure Overcoating Cleaning and Priming B-5-0214, Item 517.3000.S.04.....	30

23.	Containment and Collection of Waste Materials B-5-0202, Item 517.4000.S.01; Containment and Collection of Waste Materials B-5-0203, Item 517.4000.S.02; Containment and Collection of Waste Materials B-5-0211, Item 517.4000.S.03; Containment and Collection of Waste Materials B-5-0214, Item 517.4000.S.04. ....	32
24.	Negative Pressure Containment and Collection of Waste Materials B-5-0205, Item 517.4050.S.01; Negative Pressure Containment and Collection of Waste Materials B-5-0206, Item 517.4050.S.02; Negative Pressure Containment and Collection of Waste Materials B-5-0219, Item 517.4050.S.03; Negative Pressure Containment and Collection of Waste Materials B-5-0220, Item 517.4050.S.04; Negative Pressure Containment and Collection of Waste Materials B-5-0221, Item 517.4050.S.05; Negative Pressure Containment and Collection of Waste Materials B-5-0222, Item 517.4050.S.06; Negative Pressure Containment and Collection of Waste Materials B-5-0217, Item 517.4050.S.07; Negative Pressure Containment and Collection of Waste Materials B-5-0218, Item 517.4050.S.08. ....	33
25.	Portable Decontamination Facility, Item 517.6001.S. ....	34
26.	Labeling and disposal of Waste Material. ....	35
27.	Slope Paving Repair Crushed Aggregate, Item 604.9010.S. ....	37
28.	Adjusting Inlet Covers ....	38
29.	Manhole, Inlet, and Catch Basin Adjusting Rings ....	38
30.	Cover Plates Temporary, Item 611.8120.S. ....	38
31.	Traffic Control. ....	39
32.	Portable Automated Real-Time Traffic Queue Warning System, Item 643.1200.S. ....	39
33.	Truck or Trailer-Mounted Attenuator, Item 643.1055.S. ....	42
34.	Nighttime Work Lighting-Stationary. ....	43
35.	Blue Specific Service Signs. ....	44
36.	Cleaning and Painting Bearings, Item SPV.0060.01. ....	44
37.	Street Sweeping, Item SPV.0075.001. ....	45
38.	Cleaning Concrete Girder Ends, Item SPV.0090.01. ....	46

**SPECIAL PROVISIONS**

**1. General.**

Perform the work under this construction contract for Project 1227-08-76, Manitowoc – Green Bay, STH 172 – Atkinson Drive, IH 43, Brown 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 (20191121)

**2. Scope of Work.**

The work under this contract shall consist of concrete approach slab replacement, bridge deck milling and concrete overlays, concrete surface repairs, structure wingwall replacement, adjusting inlet structures, bridge painting, pavement markings and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-05 0090901)

**3. Pre-Bid Meeting.**

**Non-mandatory Pre-Bid Meeting.**

*Add the following to standard spec 102.3.1:*

Prospective bidders may attend a pre-bid meeting at Tuesday, April 28, 2020 at 1:00 PM at Green Bay/Lake Michigan conference rooms at the Department of Transportation, located at 944 VanDerperren Way, Green Bay, WI, 54304-0080.

No meeting minutes will be prepared. Issues discovered at the meeting will be handled by addendum.

stp-102-010 (20150630)

**4. Prosecution and Progress.**

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

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

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

Work cannot begin before July 6, 2020.

**Staging:**

Complete the following by October 30, 2020:

Reconstructing IH 43 shoulders:

- 16 calendar days
- Can construct same time as B-5-211 & B-5-214
- Single lane closures during restricted times

B-5-208 (IH 43 over University Ave)

- Complete Concrete Overlay
- Reconstructing shoulder cannot happen at same time.
- Cannot begin work before September 8, 2020
- Full ramp closure is allowed for 40 calendar days

B-5-211 (N IH 43 on ramp)

- Complete Concrete Overlay
- Full ramp closure is allowed for 35 calendar days

B-5-214 (STH 54 off ramp)

- Complete Concrete Overlay
- Full ramp closure is allowed for 35 calendar days
- Cannot be closed at the same time as B-5-223

B-5-223 (Webster off ramp over Irwin Ave)

- Complete Concrete Overlay
- Cannot begin work before September 8, 2020
- Full closure is allowed for 35 calendar days
- Cannot be closed at the same time as B-5-214

Painting of the above structures can occur at any time within the allowed 2020 timeframe.

### **Winter Shutdown**

Winter shutdown will commence in the Fall of 2020 with the completion of the 2020 work listed above. Do not resume work until March 1, 2021 unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned start of construction in 2021. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

Complete the following in 2021:

B-5-202 (CTH V/Mason)

- Complete concrete overlay prior to May 28, 2021
- Complete bridge painting

B-5-203 (CTH V/Mason)

- Complete concrete overlay prior to May 28, 2021
- Complete bridge painting

B-5-205 (IH 43 over Superior Rd)

- Complete bridge painting

B-5-206 (IH 43 over Superior Rd)

- Complete bridge painting

B-5-209 (IH 43 over University Ave)

- Complete concrete overlay prior to May 28, 2021

B-5-210 (IH 43 over University Ave)

- Full ramp closure allowed
- Complete concrete overlay prior to May 28, 2021
- Complete with work for S-05-145

B-5-212 (IH 43 over STH 54/STH 57 ramps)

- Complete outside half of concrete overlay prior to May 28, 2021
- Complete inside half of concrete overlay prior to July 2, 2021
- Webster SB on-ramp (B-5-221) cannot be closed during concrete overlay, outside half of B-5-212
- Must be closed concurrently with B-5-215

B-5-213 (IH 43 over STH 54/STH 57 ramps)

- Complete concrete overlay prior to July 2, 2021
- Webster NB on-ramp (B-5-224) cannot be closed during concrete overlay, outside half of B-5-213
- Must be closed concurrently with B-5-216

B-5-215 (IH 43 over STH 54/STH 57 ramps)

- Complete outside half of concrete overlay prior to May 28, 2021
- Complete inside half of concrete overlay prior to July 2, 2021
- Webster SB on-ramp (B-5-221) cannot be closed during concrete overlay, outside half of B-5-215
- Must be closed concurrently with B-5-212

B-5-216 (IH 43 over STH 54/STH 57 ramps)

- Complete concrete overlay prior to July 2, 2021
- Webster NB on-ramp (B-5-224) cannot be closed during concrete overlay, outside of B-5-216
- Must be closed concurrently with B-5-213

B-5-217 (STH 54 WB)

- Complete bridge painting

B-5-218 (STH 54 EB)

- Complete bridge painting

B-5-219 (IH 43 over Danz Ave)

- Complete concrete overlay prior to July 2, 2021
- Complete bridge painting

B-5-220 (IH 43 over Danz Ave)

- Complete concrete overlay prior to July 2, 2021
- Complete bridge painting

B-5-221 (IH 43 over Irwin Ave)

- Complete concrete overlay prior to July 2, 2021
- Webster SB on-ramp, full closure during outside concrete overlay of B-5-221.
- Cannot be closed at the same time as B-5-212/215, outside concrete overlay.
- Complete bridge painting

B-5-222 (IH 43 over Irwin Ave)

- Complete concrete overlay prior to July 2, 2021
- Complete bridge painting

B-5-224 (IH 43 & Webster)

- Complete concrete overlay prior to July 2, 2021
- Cannot be closed the same time as B-5-213 & B-5-216, concrete overlay outside.

C-05-59 (south of Greenbriar Rd)

- Complete wingwall prior to May 28, 2021

C-05-72 (Atkinson Dr ramp)

- Complete wingwall work

S-05-145 (Off ramp to STH 54/57 north/east)

- Complete all work prior to May 28, 2021
- Complete at the same time as B-5-210

Painting of the above structures can occur at any time within the allowed 2021 timeframe.

TMA to be used during parapet repairs of B-5-205/206, and during lane closures for concrete overlays on adjacent structures for NB and SB.

## **Interim Liquidated Damages – Interim Calendar Days**

### **Structure B-5-208**

Complete all work for bridge B-5-208, concrete overlay, under staged construction to open ramp and restore all lanes of traffic within 40 calendar days from the time the bridge is closed.

If the contractor fails to complete all contract work for B-5-208 within 40 calendar days of the closure date, the department will assess the contractor \$2,500 for damages in interim liquidated damages for each calendar day that B-5-208 remains incomplete beyond 40 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the facility remains incomplete beyond 12:01 AM.

### **Structure B-5-211**

Complete all work for bridge B-5-211, concrete overlay under stage construction to open ramp within 35 calendar days from the time the bridge is closed.

If the contractor fails to complete all contract work for B-5-211 within 35 calendar days of the closure date, the department will assess the contractor \$1,250 for damages in interim liquidated damages for each calendar day that B-5-211 remains incomplete beyond 35 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the facility remains incomplete beyond 12:01 AM.

### **Structure B-5-214**

Complete all work, except bridge girder painting operations, for bridge B-5-214, concrete overlay under stage construction to open ramp within 35 calendar days from the time the bridge is closed.

If the contractor fails to complete all contract work for B-5-214 within 35 calendar days of the closure date, the department will assess the contractor \$2,000 for damages in interim liquidated damages for each calendar day that B-5-214 remains incomplete beyond 35 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the facility remains incomplete beyond 12:01 AM

### **Structure B-5-223**

Complete all work for bridge B-5-223, concrete overlay under stage construction to open ramp within 35 calendar days from the time the bridge is closed.

If the contractor fails to complete all contract work for B-5-223 within 35 calendar days of the closure date, the department will assess the contractor \$3,250 for damages in interim liquidated damages for each calendar day that B-5-223 remains incomplete beyond 35 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the facility remains incomplete beyond 12:01 AM.

### **Interim Liquidated Damages – October 30, 2020**

Complete all 2020 work described above for IH 43 shoulders, B-5-208, B-5-211, B-5-214, and B-5-223, and fully reopen the roadways prior to October 31, 2020.

If the contractor fails to all complete all 2020 work described above for IH 43 shoulders, B-5-208, B-5-211, B-5-214, and B-5-223, and fully reopen the roadways prior to October 31, 2020, the department will assess the contractor \$7,500 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, October 31, 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.

### **Interim Liquidated Damages- May 27, 2021**

Complete all concrete overlays and associated incidental work for B-5-202, B-5-203, B-5-209, B-5-210, B-5-212 (outside) and B-5-215 (outside), wing wall C-05-59, and sign structure S-05-145, and fully reopen the roadways prior to May 28, 2021.

If the contractor fails to complete the concrete overlays and associated incidental work for B-5-202, B-5-203, B-5-209, B-5-210, B-5-212 (outside) and B-5-215 (outside), wing wall C-05-59, and sign structure S-05-145, and fully reopen the roadways prior to May 28, 2021, the department will assess the contractor \$10,000 in interim liquidated damages for each calendar day that the work is not completed after 12:01 AM, May 28, 2021. 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.

### **Interim Liquidated Damages- July 1, 2021**

Complete all remaining concrete overlays, wing wall work, and associated incidental work for B-5-212 (inside half), B-5-215 (inside half), B-05-213, B-5-216, B-5-219, B-5-220, B-5-221, B-5-222, and B-5-224, and fully reopen the roadways prior to July 2, 2021.

If the contractor fails to complete the remaining concrete overlays, wing wall work, and associated incidental work for B-5-212 (inside half), B-5-215 (inside half), B-05-213, B-5-216, B-5-219, B-5-220, B-5-221, B-5-222, and B-5-224, and fully reopen the roadways prior to July 2, 2021, the department will assess the contractor \$15,000 in interim liquidated damages for each calendar day that the work is not completed after 12:01 AM, July 2, 2021. 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.

### **Enhanced Liquidated Damages**

*Replace standard spec 108.11 paragraph (3) as follows:*

The department will assess \$10,000 in daily liquidated damages. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.

### **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).

If additional construction activities beyond what was originally specified are required to complete the work, approval from the engineer, following coordination with WisDOT REC, is required prior to initiating these activities.

### **Migratory Birds**

Swallow and other migratory birds' nests have been observed on or under the existing bridges. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act.

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

Birds (20090901)

## **5. Lane Rental Fee Assessment. (IH 43 Shoulder Reconstruction Only).**

### **A General**

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

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

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule. Coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project.

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

### **B Lane Rental Fee Assessment for Fall 2020 work (IH 43 Shoulder Reconstruction)**

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:

- Lane Rental Rate IH-43 NB - \$500 per 15 minute increments
- Lane Rental Rate IH-43 SB - \$625 per 15 minute increments

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

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

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

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

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

stp-108-065 (20161130)

## **6. Traffic.**

### **2020 Construction**

- Nighttime single lane closures allowed for IH 43 for constructing shoulder improvements at the mainline structures during lane closure restriction times.
- Concrete Overlay B-5-208, single lane on IH 43 and ramp closure on 54 NB to IH 43 Southbound. Single lane closure allowed on IH 43 during the time period for work on structure B-5-208.
- Concrete Overlay B-5-211, full closure of IH 43 Southbound SE Ramp, follow detour in plans.
- Concrete Overlay B-5-214, full closure of IH 43 Northbound to NW Ramp, follow detour in plans.
- Concrete Overlay B-5-223, full closure of IH 43 Northbound off ramp, follow detour in plans.
- Additional lane shifts may be needed for structural painting.

The Portable Automated Real-Time Traffic Queue Warning System shall only be used for IH-43 Southbound traffic in 2020.

### **2021 Construction**

#### Completed by May 27, 2021

- Traffic shift to outside shoulder to allow concrete overlays on inside lanes. Reconstruct inside shoulder during closures.
- Concrete Overlay B-5-202, single lane closure on IH 43 Southbound.
- Concrete Overlay B-5-203, single lane closure on IH 43 Northbound.
- Concrete Overlay B-5-209, single lane closure on IH 43 Northbound (IH 43 over University Ave)
- Concrete Overlay B-5-210, full closure of IH 43 Northbound off ramp to STH 57 Eastbound, follow detour in plans. During this closure must completely install S-05-145.
- Concrete Overlay B-5-212/215, ramp closure for B-5-215, and single lane closure for B-5-212. Traffic will be on inside half, construction on outside half.

#### Completed by July 1, 2021

Concrete Overlay B-5-212/215, traffic will be on outside half, construction on inside half.

- Concrete Overlay B-5-213/216 outside, ramp closure for B-5-213 outside, and single lane closures for B-5-216 outside, follow detour in plans.
- Concrete Overlay B-5-219, single lane closure on IH 43 Southbound.
- Concrete Overlay B-5-220, single lane closure on IH 43 Northbound.
- Concrete Overlay B-5-221, single lane closure on IH 43 Southbound and Webster SB on-ramp closure.

- Concrete Overlay B-5-222, single lane closure on IH 43 Northbound
- Concrete Overlay B-5-224, full closure of IH 43 Northbound on-ramp for outside, follow detour in plans.

The Portable Automated Real-Time Traffic Queue Warning System will be used for IH-43 Northbound and Southbound traffic in 2021.

Full ramp closure of B-05-212, B-05-213, B-05-215, B-05-216, B-05-221, and B-05-224 to complete concrete overlays will use detours.

Follow the construction operations as outlined in the staging overview sheets and other plan details. Items listed below are not limited to, but only highlight construction activities, that are subject to interim completion dates, liquidated damages, or penalties.

### **Detours**

B-5-208 Detour - Route IH 43 southbound STH 54/57 northbound ramp detour traffic to continue STH 54/57 northbound, turn north onto Nicolet Drive, turn west onto STH 54/57 southbound to IH 43 southbound.

B-5-210 Detour - Route IH 43 northbound detour traffic to north to Webster Ave. off-ramp, west onto Webster Ave. south onto IH 43 southbound on-ramp, IH 43 southbound to IH 43 southwest off-ramp east onto STH 54/57 southbound.

B-5-214 - Route IH 43 northbound STH 54/57 southbound ramp detour traffic to STH 54/57 northbound, turn north onto Nicolet Drive, turn west onto STH 54/57 southbound.

B-5-211 - Route IH 43 southbound, STH 54/57 northbound ramp traffic, detour to take IH 43 southbound to E. Mason Street, travel west on E. Mason Street to IH 43 northbound ramp, travel northbound on IH 43 to STH 54/57 southbound ramp.

B-5-213/216 - Route STH 54/57 northbound to IH 43 northbound ramp traffic detour to continue to STH 54/57 northbound, turn north onto Nicolet Drive, turn west onto STH 54/57 southbound, continue to IH 43 on-ramp.

B-5-212/215 - Route STH 54/57 southbound to IH 43 southbound ramp traffic detour to IH 43 northbound ramp, continue on IH 43 northbound to Webster Ave. off-ramp, west onto Webster Ave. south onto IH 43 southbound on-ramp.

B-5-223 – Route - IH 43 northbound traffic/Webster off ramp traffic detour to continue on IH 43 northbound to Atkinson Road, south onto Atkinson Road, south to IH 43 southbound on-ramp.

B-5-224 – Route - Webster Avenue WB Entrance on-ramp to IH 43 northbound traffic, detour traffic to IH 43 SB to STH 54/57 northbound, turn north onto Nicolet Drive, turn west onto STH 54/57 southbound to IH 43 northbound on-ramp.

### **Sign Structure Installation**

Construct sign structure during simultaneous ramp closure.

### **Bridge Painting:**

Bridge painting can occur at any time. Traffic control and closures shall be coordinated with engineer and city.

## Wisconsin Lane Closure System Advance Notification

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

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

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

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

### Temporary Work Zone Clear Zone Working Restrictions.

The temporary work zone clear zone for this project is 18-feet from the edge of traveled way. If auxiliary lanes are present, clear zone is from the outside edge of the auxiliary lane.

Do not perform work in the median at any time unless protected by concrete barrier temporary precast in both directions except as allowed during lane closure periods.

Do not perform work within the clear zone unless protected by concrete barrier temporary precast or a lane closure during the allowed closure periods.

If 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.

ner-104-001 (20181017)

### Lane Closure Restriction Times

I-43 between STH 172 and STH 54/57

Northbound:

- 7:00 AM - 7:00 PM, Monday-Friday
- 9:00 AM - 5:00 PM Saturday
- 11:00 AM - 5:00 PM Sunday

Southbound:

- 6:00 AM - 7:00 PM, Monday-Friday
- 9:00 AM - 6:00 PM Saturday
- 9:00 AM - 7:00 PM Sunday

## I-43 between Leo Frigo and STH 54/57

### Northbound:

- 6:00 AM - 9:00 AM and 3:00 PM - 6:00 PM, Monday-Thursday
- 6:00 AM - 7:00 PM, Friday
- 9:00 AM - 2:00 PM, Saturday
- 10:00 AM - 3:00 PM, Sunday

### Southbound:

- 6:00 AM - 9:00 AM and 3:00 PM - 6:00 PM, Monday-Thursday
- 6:00 AM - 7:00 PM, Friday
- 10:00 AM - 2:00 PM, Saturday
- 10:00 AM - 5:00 PM, Sunday

## Portable Changeable Message Signs – Message Prior Approval

After coordinating with department construction field staff, notify the Northeast Region Traffic Section at (920) 366-8033 (secondary contact number is (920) 360-3107) three business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Region Traffic Unit will review the proposed message and either approve the message or make necessary changes.

## Temporary Regulatory Speed Limit Reduction

A reduction of the posted regulatory speed limit from 70 or 65 mph to 55 mph is required when any of the following conditions are created within the project limits: 1. Bi-directional traffic separated by tubular markers. 2. Lane(s) closed and workers are present within 12 feet of the open lane. 3. Lane(s) closed during non-working hours. All other Work Zone configurations and conditions shall reduce the permanent posted speed limit to 60 mph.

No portion of sign text shall be visible when not in use, regardless if it is temporary or permanent regulatory speed limit sign.

During approved temporary regulatory speed limit reductions, install regulatory speed limit signs on the inside and outside shoulders of the roadway at the beginning of the reduced regulatory speed zone, after all locations where traffic may enter the highway segment or every 1/2 mile within the reduced regulatory speed zone. Signs shall be installed at the end of the temporary regulatory speed zone to designate the end of the temporary regulatory speed zone and inform drivers the posted regulatory speed limit reverts back to the original posted speed limit. To minimize possible confusion to the traveling public and to ensure appropriate speed enforcement, enhanced attention to placement and changing of speed limit signs is required.

Coordinate with department construction field staff to notify the Northeast Region Traffic Section with field location(s) of the temporary regulatory speed zone. Primary contact phone number: (920) 366-4747 (secondary contact number is (920) 366-8033). Contact the Northeast Region Traffic Section at least 14 calendar days before installation of the temporary regulatory speed zone. After notification, Northeast Region Traffic will finalize a "Temporary Speed Zone Declaration" to meet statutory requirements, allowing enforcement of this temporary regulatory speed limit.

When construction activities impede the location of a post mounted regulatory speed limit sign, mount the regulatory speed limit sign on portable supports that meet the "crashworthy" definition and height criteria in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

ner-643-055 (20181114)

## 7. **Holiday Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 43 and STH 54/STH 57 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, September 4, 2020 to 6:00 AM Tuesday, September 8, 2020 for Labor Day;
- From noon Friday, May 28, 2021 to 5:00 AM Tuesday, June 1, 2021 for Memorial Day;
- From noon Friday, July 2, 2021 to 5:00 AM Monday, July 5, 2021 for Independence Day;
- From noon Friday, September 3, 2021 to 6:00 AM Tuesday, September 7, 2021 for Labor Day.

107-005 (20050502)

### **Special Event Work Restrictions**

- Maintain two lanes on IH-43 NB and IH-43 SB during all Lambeau Field events with an expected attendance of more than 30,000 from 5 hours prior to the event until 8 hours after the scheduled start time of the event.

## 8. **Utilities.**

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

107-065 (20080501)

Additional detailed information regarding the location of utility facilities is available at the region WisDOT office during normal working hours.

**AT&T Wisconsin** has underground and overheard **communication** facilities within the project limits. No conflicts anticipated.

The field contact for this project is Shea Gorzelanczyk, (920) 433-4250, [sg2528@att.com](mailto:sg2528@att.com).

**ATC Management, Inc.** has overheard **electric transmission** facilities within the project limits. No conflicts anticipated.

The field contact for this project is Chris Dailey, (262) 506-6884, [cdailey@atcllc.com](mailto:cdailey@atcllc.com).

**Brown County Technology Services** has underground fiber **communication** facilities within the project limits. No conflicts anticipated.

The field contact for this project is Dan Becker, (920) 676-3496, (920) 301-7902, [dbecker@mcewi.com](mailto:dbecker@mcewi.com).

**CenturyLink Communications, LLC** has underground fiber **communication** facilities within the project limits. No conflicts anticipated.

The field contact for this project is Shad Garcia, (262) 606-0896, (414) 908-1009, [shad.garcia@centurylink.com](mailto:shad.garcia@centurylink.com).

**Charter Communications** has overhead and underground **communication** facilities within the project limits. No conflicts anticipated.

The field contact for this project is Vincent Albin, (920) 378-0444, (920) 831-9249, [vince.albin@charter.com](mailto:vince.albin@charter.com).

**City of Green Bay** has underground **sanitary sewer** facilities within the project limits. No conflicts anticipated.

The field contact for this project is Matthew Heckenlaible, (920) 448-3100, (920) 680-1020, [matte@greenbaywi.gov](mailto:matte@greenbaywi.gov).

**Green Bay Water Utility** has underground **water** facilities within the project limits. No conflicts anticipated.

The field contact for this project is Kristin Romanowicz, (920) 621-8071, (920) 448-3480, [kristinro@greenbaywi.gov](mailto:kristinro@greenbaywi.gov).

**NEW Water** has underground **sanitary sewer** facilities within the project limits. No conflicts anticipated.

The field contact for this project is Rob Reinhart, (920) 619-4917, (920) 438-1035, [rreinhart@newwater.us](mailto:rreinhart@newwater.us).

**PaeTec Communications, LLC** has overhead and underground **communication** facilities within the project limits. No conflicts anticipated.

The field contact for this project is Mary Beth Fisher, (414) 3139032, (262) 792-7938, [mary.b.fisher@windstream.com](mailto:mary.b.fisher@windstream.com).

**Village of Bellevue** has underground **sewer** facilities within the project limits. No conflicts anticipated.

The field contact for this project is Shawn Geiger, (920) 606-3924, (920) 593-5517, [s.geiger@villageofbellevue.org](mailto:s.geiger@villageofbellevue.org).

**Village of Bellevue** has underground **water** facilities within the project limits. No conflicts anticipated.

The field contact for this project is Shawn Geiger, (920) 606-3924, (920) 593-5517, [s.geiger@villageofbellevue.org](mailto:s.geiger@villageofbellevue.org).

**West Shore Pipe Line Company** has underground **gas** facilities within the project limits. No conflicts anticipate.

The field contact for this project is Casey Schwandt, (920) 655-1428, [cshwandt@buckeye.com](mailto:cshwandt@buckeye.com).

**Windstream KDL, LLC** has underground and overhead **communication** facilities within the project limits. No conflicts are anticipated.

The field contact for this project is Mary Beth Fisher, (414) 313-9032, (262) 792-7938, [mary.b.fisher@windstream.com](mailto:mary.b.fisher@windstream.com).

**Wisconsin Department of Transportation** has underground **communication** facilities within the project limits. No conflicts anticipated.

The field contact for this project is John Mittlestadt, (608) 205-7859, [john.mittlestadt@dot.wi.gov](mailto:john.mittlestadt@dot.wi.gov).

**Wisconsin Independent Network, LLC** has underground **communication** facilities within the project limits. No conflicts anticipated.

The field contact for this project is John Louis, (715) 864-2918, (715) 838-4012, [john.louis@wintechology.com](mailto:john.louis@wintechology.com).

**Wisconsin Public Service Corporation** has overhead **electric** facilities within the project limits. No conflicts anticipate.

The field contact for this project is Ryan Voskuil, (920) 655-1584, (920) 617-5150, [ryan.voskuil@wisconsinpublicservice.com](mailto:ryan.voskuil@wisconsinpublicservice.com).

**Wisconsin Public Service Corporation** has overhead **gas** facilities within the project limits. No conflicts anticipate.

The field contact for this project is Jim Eiden, (920) 676-8068, (920) 617-5231, [james.eiden@wisconsinpublicservice.com](mailto:james.eiden@wisconsinpublicservice.com).

## **9. Railroad Insurance and Coordination - Wisconsin Central Ltd (CN).**

### **A. Description**

Comply with standard spec 107.17 for all work affecting Wisconsin Central Ltd (CN) property and any existing tracks.

#### **A.1 Railroad Insurance Requirements**

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Wisconsin Central Ltd and Its Parents (CN).

Notify evidence of the required coverage, and duration to Jackie Macewicz, Manager Public Works; 3912 S. Pokegama Road, Superior, WI 54880; Telephone (715) 345-2503; E-mail: [Jackie.macewicz@cn.ca](mailto:Jackie.macewicz@cn.ca).

Also send a copy to the following: Jared Kinziger, NE and NC Region Railroad Coordinator; 944 Vanderperren Way, Green Bay, WI 54304; Telephone (920) 492-7713; E-mail: [jared.kinziger@dot.wi.gov](mailto:jared.kinziger@dot.wi.gov).

Include the following information on the insurance document:

- Project ID: 1227-08-76
- Project Location: Green Bay, Wisconsin
- Route Name: I43, Brown County
- Crossing ID: 281860U
- Railroad Subdivision: Fox River, Luxemburg Spur
- Railroad Milepost: 6.5
- Work Performed: Bridge Painting

#### **A.2 Train Operation**

Approximately 2 through freight trains operate daily, 3 days per week at up to 20 mph.

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

##### **Construction Contact**

Jackie Macewicz, Manager Public Works; 3192 S. Pokegama Road, Superior, WI 54880; Telephone (715) 345-2503; E-mail [jackie.macewicz@cn.ca](mailto:jackie.macewicz@cn.ca) for consultation on railroad requirements during construction.

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

##### **Flagging Contact**

Submit by US Mail a "Request for Flagging Services and Cable Location" form with prepayment to: Flagging-US, 17641 South Ashland Avenue, Homewood, IL 60430; [Flagging\\_US@CN.CA](mailto:Flagging_US@CN.CA). The form can be obtained at:

<http://www.cn.ca/en/safety/employees/contractors-erailsafe/utility-installations>

Requests for flagging and cable locates can take up to five business days after the railroad receives the paperwork. Reference the Wisconsin Milepost and Subdivision located in A.1. Advise Wisconsin Central Ltd (CN) that the flagging services are to be billed at the rate for a public highway project.

### **Cable Locate Contact**

In addition to contacting Diggers Hotline, follow the procedure listed under Flagging Contact.

Wisconsin Central Ltd (CN) will only locate railroad owned facilities buried in the railroad right-of-way. The railroad does not locate any other utilities.

### **A.4 Work by Railroad**

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. None

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

### **A.5 Temporary Grade Crossing**

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 at least 40 days prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

### **B Railroad Flagging**

Arrange with the railroad for the flagging of trains and safety of railroad operations if clearances specified in subsection 107.17.1 are not maintained during construction operations.

The following conditions may also warrant flagging:

1. Cranes swinging (including length of boom/outriggers and /or appurtenances) or handling materials or equipment within 25 feet of the centerline of any track.
2. Construction operations that are in proximity of power lines or railroad signal and communication lines, underground cables, fuel oil facilities or pipe lines and which might result in fire or damage to such facilities, danger to railroad operations or danger to the public in the transaction of business on railroad premises.
3. Excavation, tunneling, blasting, pile driving, placing, or removing cofferdams or sheeting, or similar activities that might cause the railroad's tracks or buildings to be undermined, heaved out of normal level, shifted out of alignment, or otherwise impaired.
4. Bridge painting activities including rigging of falsework, scaffolding or similar activities over railroad tracks.
5. Deck removal activities over railroad tracks.
6. Pouring of bridge decks in spans over an operated track.
7. At any other time in railroad representative's judgment, the contractor's work or operations constitute an intrusion into the track zone and create an extraordinary hazard to railroad traffic, and at any other time when flagging protection is necessary for safety to comply with the operating rules of the railroad.

Projects with concurrent activity may require more than one flagger.

Projects with heavy contractor activity within 25 feet of the centerline of any track or unusual or heavy impact on railroad facilities will normally require a full-time flagger.

The department and railroad will monitor operations for compliance with the above flagging requirements. Violations may result in removal from railroad property until arrangements to adhere to the flagging requirements are satisfied. If the railroad imposes additional flagging requirements beyond the above flagging requirements due to the previous violations, the contractor shall bear all costs of the additional flagging requirements.

## **C Flagging by Railroad– Railroad Does Not Pay Flagging Costs**

### **C.1 General**

*Replace paragraph (4) of standard spec 107.17.1 with the following:*

Comply with the railroad's rules and regulations regarding operations on railroad right-of-way. If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and make payment directly to the railroad. Notify the appropriate railroad representative as listed in section A.3 above, in writing, at least 40 business days before starting work near a track. Provide the specific time planned to start the operations.

Work that requires railroad flaggers to occupy the work zone for longer duration or longer than the normal work day will require 40 day written notice to the railroad.

### **C.2 Rates - Wisconsin Central Ltd and Sault Ste. Marie Bridge Company (CN)**

The following rates, reimbursement provisions, and excluded conditions will be used to determine the contractor's cost of flagging:

- \$1,300 daily rate (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses) for a 10-hour day (this includes 2 hours of overtime hours to set/remove flags) flagging day at the job site;
- \$1,500 daily rate (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses) for a 10-hour day (this includes 2 hours of overtime hours to set/remove flags) flagging day at the job site on Saturdays, Sundays or holidays;
- \$150 per hour overtime rate for all time worked before or after the 10-hour flagging day.

The railroad will require prepayment for flagging. Any time worked before or after the 10-hour flagging day will be billed at the overtime rate. The contractor is responsible for knowing the requirements of the railroad for arranging and terminating flagging services and for the associated costs of those services.

### **C.3 Reimbursement Provisions**

The actual cost for flagging will be billed by the railroad. After the completion of the work requiring flagging protection as provided in section B above, the department will reimburse 50% of the cost of such services up to the rates provided above based on paid railroad invoices, except for the excluded conditions enumerated below. In the event actual flagging rates exceed the rates stated above, the department will reimburse 100% of the portion of the rate that is greater than the rates stated above.

### **C.4 Excluded Conditions**

The department will not reimburse any of the cost for additional flagging attributable to the following:

1. Additional flagging requirements imposed by the railroad beyond the flagging requirements provided in subsection B above due to violations by the contractor.
2. Temporary construction crossings arranged for by the contractor.

The contractor shall bear all costs of the additional flagging requirements for the excluded conditions.

### **C.5 Payment for Flagging**

The department will pay for the department's portion of flagging reimbursement as specified in section C of this provision under the following item:

ITEM NUMBER	DESCRIPTION	UNIT
801.0117	Railroad Flagging Reimbursement	DOL

The reimbursement payment, as shown on the Schedule of Items, is solely for department accounting purposes. Actual flagging costs will vary based on the contractor's means and methods.

Railroads may issue progressive invoices. Notify the railroad when the work is completed and request a final invoice from the railroad. Promptly pay railroad-flagging invoices, less any charges that may be in dispute. The department will withhold flagging reimbursement until any disputed charges are resolved and the final invoice is paid. No reimbursement for flagging will be made by the department if a violation of subsection B is documented.

## **D Rail Security Awareness and Contractor Orientation**

All employees of contractors who work on CN properties are required to have minimum CN Safety and Security Awareness training. This training can be obtained by registering and following the CN link through [www.contractororientation.com](http://www.contractororientation.com). This training is good for a period of one year.

- a. Exception: CN has exempted from this training those it classifies as "Delivery Persons". Delivery Persons include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

The security awareness and contractor orientation certification must be renewed for projects that will carry over beyond the one-year period. Contractor and subcontractor employees shall wear the identification badge issued by [www.contractororientation.com](http://www.contractororientation.com) when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

If employees of contractors have a current eRailSafe badge for CN then an additional badge is not required from [www.contractororientation.com](http://www.contractororientation.com).

stp-107-034 (20190717)

## **10. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.**

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Brian Haen at (920) 366-4788.

107-054 (20080901)

## **11. Environmental Protection, Phragmites.**

Phragmites, an invasive species plant, is known to exist within the project limits and in areas that ground disturbance or excavation work is shown in the plans. All soils containing plant or root fragments that will be excavated or salvaged as part of the work within the contract shall be salvaged and used as topsoil within the immediate area of the work or deposited at an engineer approved waste site within the existing right of way within the project limits. All waste sites are subject to review and approval by the department and shall be suitable for the waste of material containing Phragmites. Waste material shall be placed in upland locations in the general area where the plant currently exists. For all equipment that comes into contact with Phragmites infested areas, use the following guidelines for inspection and cleaning of equipment prior to leaving the project site.

Locations to be verified by engineer in the field.

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

- 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;
- 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 five minutes. After cleaning, dry all equipment in a sunny location for at least three days.

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

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

Within three calendar days after completing the excavation for a substructure unit, place riprap or other permanent erosion control items required by the contract or deemed necessary by the engineer around the unit at a minimum to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as the engineer directs.

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

stp-107-070 (20191121)

### **13. Survey Monument Coordination**

The contractor is to notify the Northeast Regional Survey Coordinator, Cormac McInnis, (920) 492-5638, at least 30 days before the beginning of construction activities. The Regional Survey Coordinator will then make the arrangements to have the Public Land Survey Monument and Landmark Reference Monuments tied out.

After the majority of construction is complete (before restoration) the contractor is again to notify the Survey Coordinator that the site is ready for the replacement of the monuments. The Survey Coordinator will then make arrangements to have the Public Land Survey Monument and Landmark Reference Monuments reset.

ner-621-010 (20171213)

### **14. Notice to Contractor, Verification of Asbestos Inspection, No Asbestos Found.**

John Roelke, License Number All-119523, inspected Structure B-05-0202, B-05-0203, B-05-0205, B-05-0206, B-05-0208, B-05-0209, B-05-0210, B-05-0211, B-05-0212, B-05-0213, B-05-0214, B-05-0215, B-05-0216, B-05-0217, B-05-05-0218, B-05-0219, B-05-0220, B-05-0221, B-05-0222, B-05-0223, B-05-0224, for asbestos on August 6-7, 2012. No regulated Asbestos Containing Material (RACM) was found on these structures. A copy of the inspection reports are available from: Brian Haen, (920) 366-4788.

stp-107-127 (20120615)

### **15. Removing Guardrail**

Remove guardrail in accordance to the pertinent requirements of standard spec 204 and as hereinafter provided.

Carefully remove, disassemble at all joints, and stockpile at a location on the right-of-way, outside the construction limits, all salvageable posts, guardrail, and hardware for disposal by the owner. The contractor shall contact the Brown County Highway Department (920) 492-4925, when removal of the existing guardrail has been completed.

Remove and dispose of all other material from the right of way.

(NER11-0127)

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

#### **A Description**

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
  1. Selection of test sites.
  2. Testing.
  3. Necessary adjustments in the process.
  4. Process control inspection.

- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:  
<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>
- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:  
<http://www.atwoodsystems.com/mrs>

## **B Materials**

### **B.1 Personnel**

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

### **B.2 Testing**

- (1) Conform to ASTM D2950 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter position. Perform each test for 4 minutes of nuclear gauge count time.

### **B.3 Equipment**

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

- (1) Furnish nuclear gauges from the department's approved product list at  
<http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.
- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:

Materials Management Section  
3502 Kinsman Blvd.  
Madison, Wisconsin 53704  
Telephone: (608) 243-5998

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

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

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the correlation process. The section does not have to be the same mix design.
- (2) Correlate the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the correlation on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.
- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft<sup>3</sup>. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft<sup>3</sup> and repeat correlation process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable correlation tolerances to perform density testing on the project.

### B.3.2.2 Correlation Monitoring

- (1) After performing the gauge correlation specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform correlation monitoring of the QC, QV, and all back-up gauges at the project reference site.
- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft<sup>3</sup> of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft<sup>3</sup> of its reference value established in B.3.2.2(2).
- (4) Maintain the reference site test data for each gauge at an agreed location.

## B.4 Quality Control Testing and Documentation

### B.4.1 Lot and Sublot Requirements

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

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.
- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.
- (5) Randomly select test locations for each sublot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.
- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

Lane Width	No. of Tests	Transverse Location
5 ft or less	1	Random
Greater than 5 ft to 9 ft	2	Random within 2 equal widths
Greater than 9 ft	3	Random within 3 equal widths

Table 1

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

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.
- (2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one sublot for each layer.
- (3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.
- (4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per sublot and perform the number of random tests as specified in Table 2.

<b>Side Roads, Turn Lanes, Crossovers, Ramps, Roundabouts: Sublot/Layer tonnage</b>	<b>Minimum Number of Tests Required</b>
25 to 100 tons	1
101 to 250 tons	3
251 to 500 tons	5
501 to 750 tons	7

**Table 2**

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

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

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

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

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

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

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

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

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

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

### **B.4.2.4 Documentation**

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

## **B.4.3 Corrective Action**

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be according to standard spec 105.3.

- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

## **B.5 Department Testing**

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

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

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

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

## **B.6 Dispute Resolution**

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

## **B.7 Acceptance**

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

## **C (Vacant)**

## **D (Vacant)**

## **E Payment**

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

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

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

- (1) The department will administer density disincentives according to standard spec 460.5.2.2.

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

- (1) Delete standard spec 460.5.2.3.
- (2) If the lot density is greater than the minimum specified in standard spec table 460-3 and all individual air voids test results for that mixture are within +1.0 percent or -0.5 percent of the design target in standard spec table 460-2, the department will adjust pay for that lot as follows:

<b>Percent Lot Density Above Minimum</b>	<b>Pay Adjustment Per Ton</b>
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

- (3) The department will adjust pay under the Incentive Density HMA Pavement bid item. Adjustment under this item is not limited, either up or down, to the bid amount shown on the schedule of items.
- (4) If a traffic lane meets the requirements for disincentive, the department will not pay incentive on the integrally paved shoulder.
- (5) Submit density results to the department electronically using the MRS software. The department will validate all contractor data before determining pay adjustments.

460-020 (20100709)

## **17. Expansion Device, B-05-0211, B-05-0214, B-05-0223, B-05-0224.**

### **A Description**

This special provision describes furnishing and installing an expansion device as the plans show conforming to standard spec 502 as modified in this special provision.

### **B Materials**

The minimum thickness of the polychloroprene strip seal shall be 1/4 inch for non-reinforced elastomeric glands and 1/8 inch for reinforced glands. Furnish the strip seal gland in lengths suitable for a continuous one-piece installation at each individual expansion joint location. Provide preformed polychloroprene strip seals that conform to the requirements ASTM D3542, and have the following physical properties:

<b>Property Requirements</b>	<b>Value</b>	<b>Test Method</b>
Tensile Strength, min.	2000 psi	ASTM D412
Elongation @ Break, min	250%	ASTM D412
Hardness, Type A, Durometer	55 ± 5 pts.	ASTM D2240
Compression Set, 70 hours @212°F, max.	35%	D395 Method B Modified
Ozone Resistance, after 70 hrs. at 100°F under 20% Strain with 100 pphm ozone	No Cracks	ASTM D1149 Method A
Mass Change in Oil 3 after 70 hr. 212°F Mass Change, max.	45%	ASTM D471

Install the elastomeric strip seal gland with tools recommended by the manufacturer, and with a lubricant adhesive conforming to the requirements of ASTM D4070.

The manufacturer and model number shall be one of the following approved strip seal expansion device products:

Manufacturer	Model Number Strip Seal Gland Size <sup>[1]</sup>		
	4-Inch	5-Inch	6-Inch
D.S. Brown	SSA2-A2R-400	SSA2-A2R-XTRA	SSA2-A2R-XTRA
R.J. Watson	RJA-RJ400	RJA-RJ500	RJA-RJ600
Watson Bowman Acme	A-SE400	A-SE500	A-SE800
Commercial Fabricators	A-AS400	-----	-----

<sup>[1]</sup> Expansion device strip seal gland size requirement of 4", 5", and 6" shall be as the plans show.

Furnish manufacturer's certification for production of polychloroprene represented showing test results for the cured material supplied and certifying that it meets all specified requirements.

The steel extrusion or retainer shall conform to ASTM designation A 709 grade 36 steel. After fabrication, steel shall be galvanized conforming to the requirements ASTM A123.

Manufacturer's certifications for adhesive and steel shall attest that the materials meet the specification requirements.

stp-502-020 (20171130)

18. **Removing Asphaltic Concrete Deck Overlay B-5-202, Item 509.9010.S.01;  
Removing Asphaltic Concrete Deck Overlay B-5-203, Item 509.9010.S.02;  
Removing Asphaltic Concrete Deck Overlay B-5-208, Item 509.9010.S.03;  
Removing Asphaltic Concrete Deck Overlay B-5-209, Item 509.9010.S.04;  
Removing Asphaltic Concrete Deck Overlay B-5-210, Item 509.9010.S.05;  
Removing Asphaltic Concrete Deck Overlay B-5-211, Item 509.9010.S.06;  
Removing Asphaltic Concrete Deck Overlay B-5-212, Item 509.9010.S.07;  
Removing Asphaltic Concrete Deck Overlay B-5-213, Item 509.9010.S.08;  
Removing Asphaltic Concrete Deck Overlay B-5-214, Item 509.9010.S.09;  
Removing Asphaltic Concrete Deck Overlay B-5-215, Item 509.9010.S.10;  
Removing Asphaltic Concrete Deck Overlay B-5-216, Item 509.9010.S.11;  
Removing Asphaltic Concrete Deck Overlay B-5-219, Item 509.9010.S.12;  
Removing Asphaltic Concrete Deck Overlay B-5-220, Item 509.9010.S.13;  
Removing Asphaltic Concrete Deck Overlay B-5-221, Item 509.9010.S.14;  
Removing Asphaltic Concrete Deck Overlay B-5-222, Item 509.9010.S.15;  
Removing Asphaltic Concrete Deck Overlay B-5-223, Item 509.9010.S.16;  
Removing Asphaltic Concrete Deck Overlay B-5-224, Item 509.9010.S.17.**

#### **A Description**

This special provision describes removing asphalt bridge deck overlays with or without an underlayment of waterproof membrane by milling the entire bridge deck as the plans show.

Conform to standard spec 204 as modified in this special provision.

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

## **C Construction**

### **C.1 Milling**

Use a self-propelled milling machine that is specially designed and constructed for milling bridge decks. It shall mill without tearing or gouging the concrete masonry underlying the deck overlay. The machine shall consist of a cutting drum with carbide or diamond tip teeth. Space the teeth on the drum to mill a surface finish that is acceptable to the engineer.

Shroud the machine to prevent discharge of any loosened material into adjacent work areas or live traffic lanes. Equip the machine with electronic devices that provide accurate depth, grade and slope control, and an acceptable dust control system.

Perform milling in a manner that precludes damage to the bridge floor and results in a uniform textured finish that:

- Is free of sharp protrusions;
- Has uniform transverse grooves that measure up to 1/4 inch vertically and transversely; and
- If applicable, is acceptable to the manufacturer of the sheet waterproof membrane.

Windrowing or storing of the removed milled asphaltic concrete on the bridge is only permitted in connection with the continuous removal and pick-up operation. During nonworking hours, clear the bridge of all materials and equipment.

### **D Measurement**

The department will measure Removing Asphaltic Concrete Deck Overlay in area 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
509.9010.S.01	Removing Asphaltic Concrete Deck Overlay B-5-202	SY
509.9010.S.02	Removing Asphaltic Concrete Deck Overlay B-5-203	SY
509.9010.S.03	Removing Asphaltic Concrete Deck Overlay B-5-208	SY
509.9010.S.04	Removing Asphaltic Concrete Deck Overlay B-5-209	SY
509.9010.S.05	Removing Asphaltic Concrete Deck Overlay B-5-210	SY
509.9010.S.06	Removing Asphaltic Concrete Deck Overlay B-5-211	SY
509.9010.S.07	Removing Asphaltic Concrete Deck Overlay B-5-212	SY
509.9010.S.08	Removing Asphaltic Concrete Deck Overlay B-5-213	SY
509.9010.S.09	Removing Asphaltic Concrete Deck Overlay B-5-214	SY
509.9010.S.10	Removing Asphaltic Concrete Deck Overlay B-5-215	SY
509.9010.S.11	Removing Asphaltic Concrete Deck Overlay B-5-216	SY
509.9010.S.12	Removing Asphaltic Concrete Deck Overlay B-5-219	SY
509.9010.S.13	Removing Asphaltic Concrete Deck Overlay B-5-220	SY
509.9010.S.14	Removing Asphaltic Concrete Deck Overlay B-5-221	SY
509.9010.S.15	Removing Asphaltic Concrete Deck Overlay B-5-222	SY
509.9010.S.16	Removing Asphaltic Concrete Deck Overlay B-5-223	SY
509.9010.S.17	Removing Asphaltic Concrete Deck Overlay B-5-224	SY

Payment is full compensation for removing the asphaltic concrete with or without an underlayment of waterproof membrane; and for properly disposing of all materials.

stp-509-010 (20171130)

## **19. Cleaning Parapets, Item 509.9050.S.**

### **A Description**

This special provision describes cleaning the inside faces and top surface of the concrete parapet as the plans show and as the engineer directs

**B (Vacant)**

**C Construction**

**C.1 Blast Cleaning Operation**

Blast clean the inside face and top surface of the concrete parapet according to SSPC SP-13 and ASTM D4259 for an abrasive blast cleaning to a surface roughness and finish as the engineer directs. Before abrasive blast cleaning operations are to begin for the entire bridge parapet, prepare a representative trial area on the parapet concrete surface, and have the method of blast cleaning approved by the engineer.

**C.2 Water Cleaning Operation**

After abrasive blast cleaning operations are completed, clean the prepared parapet surface with water according to ASTM D4258. Remove with this water cleaning all dust and loose material from the parapet inside face and top that is to be coated with pigmented surface sealer. Provide an adequate drying time of the parapet inside face and top surface of at least 24 hours before coating with the pigmented surface sealer. Remove all loose concrete, dirt, dust, or blast material that remains on the bridge deck, as the engineer directs.

**D Measurement**

The department will measure Cleaning Parapets in length by the linear foot of parapet, acceptably cleaned.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
509.9050.S	Cleaning Parapets	LF

Payment is full compensation for abrasive blast cleaning; for water cleaning; and for all additional clean-up of the concrete surface and surrounding bridge deck area.

509-050 (20151210)

**20. Structure Repainting General.**

**A General**

**A.1 Inspection**

On all structures in this contract, notify the engineer of any missing or broken bolts or nuts, any missing or broken rivets, or of any cracks or flaws in the steel members while cleaning or painting.

**A.2 Date Painted**

At the completion of all painting work, stencil in black paint or contrasting color paint the date of painting the bridge. The numbers shall be three inches (75 mm) in height and shall show the month and year in which the painting was completed: e.g., 11-95 (November 1995). On each bridge painted, stencil the date at two locations. On truss bridges, stencil the date on the cover plates of end posts near and above the top of the railings at the oncoming traffic end. On steel girder bridges, stencil the date on the inside of the outside stringers at the abutments. The date on grade separation bridges shall be readable when going under the structure or at some equally visible surface near the ends of the bridge, as designated by the engineer.

**A.3 Graffiti Removal**

Remove any graffiti on concrete abutments, piers, pier caps, parapet railings, slope paving or any other location at the direction of the engineer. Use a brush sandblast to remove graffiti.

The above work will not be measured and paid for separately but will be considered incidental to other items in the contract.

**B (Vacant)**

## **C Construction**

### **C.1 Repainting Methods**

Do not perform blasting, cleaning and painting on days of high winds. Prevailing winds in excess of 15 mph (25 km/hr) shall be considered high winds.

Place the final field coat of paint on the exterior of the exterior beams as a continuous painting operation. Stop at splices, vertical stiffeners or other appropriate locations so that lap marks are not evident or noticeable.

Completely clean and remove spent abrasive and other waste materials resulting from the contractor's operation from bridge deck surfaces, gutter lines, drains, curbs, bridge seats, pier caps, slope paving, roadway below, and all structural members and assemblies.

### **C.2 Inspection**

*Add the following to standard spec 105.9:*

Furnish, erect and move scaffolding and other appropriate equipment to permit the inspector the opportunity to closely observe all affected surfaces. The scaffolding, with appropriate safety devices, shall meet the approval of the engineer.

517-005 (20150630)

- 21. Structure Repainting Recycled Abrasive B-5-0205, Item 517.1800.S.01;  
Structure Repainting Recycled Abrasive B-5-0206, Item 517.1800.S.02;  
Structure Repainting Recycled Abrasive B-5-0219, Item 517.1800.S.03;  
Structure Repainting Recycled Abrasive B-5-0220, Item 517.1800.S.04;  
Structure Repainting Recycled Abrasive B-5-0221, Item 517.1800.S.05;  
Structure Repainting Recycled Abrasive B-5-0222, Item 517.1800.S.06;  
Structure Repainting Recycled Abrasive B-5-0217, Item 517.1800.S.07;  
Structure Repainting Recycled Abrasive B-5-0218 Item 517.1800.S.08.**

#### **A Description**

This special provision describes surface preparation and painting of the metal surfaces according to the manufacturer's recommendations as modified in this special provision.

#### **A.1 Areas to be Cleaned and Painted**

All structural metal surfaces of:

1. Structure B-5-205 23,883 SF.
2. Structure B-5-206 23,163 SF.
3. Structure B-5-219 10,912 SF.
4. Structure B-5-220 11,159 SF.
5. Structure B-5-221 13,003 SF.
6. Structure B-5-222 9,392 SF.
7. Structure B-5-217 8,419 SF
8. Structure B-5-218 8,419 SF

Areas are approximate and given for informational purposes only.

#### **B Materials**

##### **B.1 Coating System**

Furnish a complete coating system from the department's approved list for "Structure Repainting Recycle Abrasive Structure". The color for the finish coating material shall match the color number the plans show according to Federal Standard Number 595. Supply the engineer with the product data sheets for approval before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the recommended spray nozzles and pressures, and the minimum drying time between coats.

The color of the primer must be such that a definite contrast between it and the color of the blasted steel is readily apparent. There shall be a color contrast between all subsequent coats for the paint system selected. Submit color samples of the primer and all coats to the engineer for approval before any application of paint.

## **C Construction**

### **C.1 Surface Preparation**

Before blast cleaning, solvent clean all surfaces to be coated according to SSPC-SP1.

All metal surfaces must be blast cleaned in accordance with SSPC-SP10 and verified before painting.

Upon completion of surface preparation, test representative surfaces, which were previously rusted (i.e. pitted steel) for the presence of residual chloride. Perform Surface Contamination Tests (SCAT) in accordance with the manufacturer's recommendations. The tests must be witnessed by the engineer. If chlorides are detected at levels greater than  $7\mu\text{g}/\text{cm}^2$ , continue to clean the affected areas until results are below the specified limit. Submit anticipated testing frequencies and chloride remediation methods to the Engineer for review and approval.

Apply the prime coat the same day that the metal surfaces receive the No. 10 blast or re-blast before application. Cleaned surfaces shall be of the specified condition immediately before paint application. If rust bloom occurs before applying the primer, stop the painting operation in the area of the rust bloom and re-blast and clean the area to SSPC SP-10 before applying the primer.

The steel grit and any associated equipment brought to the site and used for blast cleaning shall be clean. Remove immediately dirty grit or equipment brought to the site at no expense to the department. Furnish an abrasive that has a gradation such that it will produce a uniform surface profile between 1 to 3 mils on the steel surface, as measured in accordance with ISO 8503-5.

The abrasive blasting and recovery system shall be a completely integrated self-contained system for abrasive blasting and recovery. It shall be an open blast and recovery system that will allow no emissions from the recovery operation. The recovery equipment shall be such that the amount of contaminants in the clean recycled steel grit shall be less than 1 percent by weight as per SSPC AB-2.

Remove by grinding all fins, tears, slivers, and burred or sharp edges that are present on any steel member, or that appear during the blasting operation, and re-blast the area to give a 1 to 3 mils surface profile.

Remove all spent material and paint residue from steel surfaces with a good commercial grade vacuum cleaner equipped with a brush-type cleaning tool, and test cleanliness in accordance with ASTM D4285. The airline used for surface preparation shall have an in-line water trap and the air shall be free of oil and water as it leaves the airline.

Take care to protect freshly coated surfaces from subsequent blast cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool, or if visible rust occurs, re-blast to a near white condition. Clean and re-prime the brushed or blast cleaned surfaces in accordance with this specification.

### **C.3 Coating Application**

Apply paint according to the manufacturer's recommendations in a neat workmanlike manner. Paint application shall normally be by airless spray or inaccessible areas by brush, roller or other methods approved by the engineer.

The engineer may allow the use of conventional spray equipment after satisfactory demonstration by the contractor of the proper application technique and handling of that equipment.

Mix the paint or coatings according to the manufacturer's directions to a smooth lump-free consistency. Keep paint thoroughly mixed during the painting application.

After the inspector approves the entire cleaned surface to be coated, apply a prime coat uniformly to the entire surface. Either before or after applying the prime coat, brush or spray a stripe coat of primer on all plate edges, bolt heads, nuts, and washers. Apply succeeding coats as the product data sheet shows.

Remove all dry spray by vacuuming, wiping, or sanding if necessary.

If the application of the coating at the required thickness in one coat produces runs, bubbles, or sags; apply a "mist-coating" in multiple passes of the spray gun; separate the passes by several minutes. Where excessive coating thickness produces "mud-cracking", remove such coating back to soundly bonded coating and re-coat the area to the required thickness.

The resultant paint film shall be smooth and uniform, without skips or areas of excessive paint in accordance with SSPC PA1.

The coating is supplied for normal use without thinning. If in cool weather it is necessary to thin the coating for proper application, thin according to the manufacturer's recommendations.

During surface preparation and coating application the ambient and steel temperature shall be between 39 degrees F and 100 degrees F. The steel temperature shall be at least 5 degrees F above the dew point temperature. (This requires the steel to be dry and free of any condensation or ice regardless of the actual temperature of the steel.) The relative humidity shall not exceed 85%. The manufacturer's ambient condition requirements must be followed if they are more stringent.

Paint thickness shall be within the requirements for a three coat paint system listed in the department's approved list for Structure Repainting Recycle Abrasive Structure and the paint system being used.

Time to recoat shall be according to the manufacturer's recommendations.

The dry film thickness will be determined by use of a magnetic film thickness gage. The gage shall be calibrated for dry film thickness measurement according to SSPC-PA 2. Dry film thickness in each area measured will be based on an average of three gage readings, after calibration of the gage to account for surface profile of the bare steel as a result of surface preparation.

#### **D Measurement**

The department will measure Structure Repainting Recycled Abrasive (Structure) as a single complete lump sum unit of work, completed according to the contract and accepted.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1800.S.01	Structure Repainting Recycled Abrasive B-5-0205	LS
517.1800.S.02	Structure Repainting Recycled Abrasive B-5-0206	LS
517.1800.S.03	Structure Repainting Recycled Abrasive B-5-0219	LS
517.1800.S.04	Structure Repainting Recycled Abrasive B-5-0220	LS
517.1800.S.05	Structure Repainting Recycled Abrasive B-5-0221	LS
517.1800.S.06	Structure Repainting Recycled Abrasive B-5-0222	LS
517.1800.S.07	Structure Repainting Recycled Abrasive B-5-0217	LS
517.1800.S.08	Structure Repainting Recycled Abrasive B-5-0218	LS

Payment is full compensation for preparing and cleaning the designated surfaces; and for furnishing and applying the paint.

517-036 (20080501)

## **22. Structure Overcoating Cleaning and Priming B-5-0202, Item 517.3000.S.01; Structure Overcoating Cleaning and Priming B-5-0203, Item 517.3000.S.02; Structure Overcoating Cleaning and Priming B-5-0211, Item 517.3000.S.03; Structure Overcoating Cleaning and Priming B-5-0214, Item 517.3000.S.04.**

#### **A Description**

This special provision describes cleaning and painting with two or three coats of paint the metal surfaces.

##### **A.1 Areas to be Cleaned and Painted**

Structure B-5-202

1. Two Coat Area: 906 SF with SP 1 cleaning.
2. Three Coat Area:
  - 140 SF with SP 3 cleaning
  - 140 SF total three-coat area

#### Structure B-5-203

1. Two Coat Area: 906 SF with SP 1 cleaning.
2. Three Coat Area:
  - 140 SF with SP 3 cleaning
  - 140 SF total three-coat area

#### Structure B-5-211

1. Two Coat Area: 523 SF with SP 1 cleaning.
2. Three Coat Area:
  - 80 SF with SP 3 cleaning
  - 80 SF total three-coat area

#### Structure B-5-214

1. Two Coat Area: 503 SF with SP 1 cleaning.
2. Three Coat Area:
  - 80 SF with SP 3 cleaning
  - 80 SF total three-coat area

### **B Materials**

Furnish an epoxy coating system from the department's APL for Paint- structure maintenance.

### **C Construction**

#### **C.1 Surface Preparation**

Before overcoating or power tool cleaning, solvent clean all surfaces to be coated according to SSPC-SP1. A SSPC-SP 3 power Tool Cleaning according to Steel Structures Painting Council Specification 3 will be required on all metal surfaces to be painted with a three-coat system. Prime the same day, or re-clean before application, all metal surfaces receiving a No. 3 cleaning.

Remove all abrasive or paint residue from steel surfaces with a High Efficiency Particulate Abatement (HEPA-VAC) vacuum cleaner equipped with a brush-type cleaning tool, or by double blowing. If the double blowing method is used, vacuum the exposed top surfaces of all structural steel, including flanges, longitudinal stiffeners, splices, plates, and hangers, after the double blowing operations are completed. The air line used for blowing the steel clean shall have an inline water trap and the air shall be free of oil and water as it leaves the air line.

Take care to protect freshly coated surfaces from subsequent cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool. Clean and re-prime the brushed surfaces within the time recommended by the manufacturer.

#### **C.2 Painting**

Paint by applying two or three coats of an approved coating system as specified herein to the surfaces as described in A.1 from the department's approved products list.

#### **C.3 Coating Application**

Apply paint in a neat, workmanlike manner. The resultant paint film shall be smooth and uniform without skips or areas of excessive paint. Apply coating according to the manufacturer's recommendations.

Before applying the prime coat, coat with primer all edges, rivet and bolt heads, nuts and washers by using either a brush, roller, or spray application.

Dry Film Thickness per coat shall be a minimum of 3-mil. The dry film thickness shall be determined by use of a magnetic film thickness gage. The gage shall be calibrated for dry film thickness measurement according to SSPC-PA 2.

During surface preparation and coating application, the ambient and steel temperature shall be between 39 and 100 degrees F. The steel temperature shall be at least 5 degrees F above the dew point temperature, and the relative humidity shall not exceed 85%.

### **D Measurement**

The department will measure Structure Overcoating Cleaning and Priming (Structure), completed in accordance with the contract and accepted, as a single complete unit of work.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.3000.S.01	Structure Overcoating Cleaning and Priming B-5-0202	LS
517.3000.S.02	Structure Overcoating Cleaning and Priming B-5-0203	LS
517.3000.S.03	Structure Overcoating Cleaning and Priming B-5-0211	LS
517.3000.S.04	Structure Overcoating Cleaning and Priming B-5-0214	LS

Payment is full compensation for preparing and cleaning the designated surfaces; and for furnishing and applying the paint.

517-036 (20181119)

## 23. Containment and Collection of Waste Materials B-5-0202, Item 517.4000.S.01; Containment and Collection of Waste Materials B-5-0203, Item 517.4000.S.02; Containment and Collection of Waste Materials B-5-0211, Item 517.4000.S.03; Containment and Collection of Waste Materials B-5-0214, Item 517.4000.S.04.

### A Description

This special provision describes furnishing and erecting tarpaulins to contain, collect and store the spent material from surface preparation of steel surfaces, collecting such spent material, and labeling and storing the spent material in waste containers.

### B Materials

Provide 5-gallon lidded plastic containers for containing the spent material.

### C Construction

Erect tarpaulins or other materials to collect all of the spent material from power tool cleaning. Consider and treat all spent material as hazardous waste because it contains lead.

Collect and store all waste material collected by this operation at the bridge site for disposal. Collect and store all waste materials at the end of each workday or more often if needed. Store materials in 5-gallon lidded plastic containers.

Label each container with the date the first waste was placed in the container and the words "Hazardous Waste – EPA Waste Code D008." Lock and secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water.

Collect the spent debris by vacuuming, shoveling, sweeping, or by channeling it directly to disposal containers. The enclosure shall be thoroughly cleaned at the end of each work day.

### D Measurement

The department will measure Containment and Collection of Waste Materials (Structure), completed in accordance to the contract and accepted, as a single complete unit of work for each structure designated in the contract.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.4000.S.01	Containment and Collection of Waste Materials B-5-0202	LS
517.4000.S.02	Containment and Collection of Waste Materials B-5-0203	LS
517.4000.S.03	Containment and Collection of Waste Materials B-5-0211	LS
517.4000.S.04	Containment and Collection of Waste Materials B-5-0214	LS

Payment is full compensation for designing, erecting, operating, maintaining and disassembling the containment devices; collecting, labeling and storing spent materials in appropriate containers.

517-037 (20080902)

- 24. Negative Pressure Containment and Collection of Waste Materials B-5-0205, Item 517.4050.S.01;  
Negative Pressure Containment and Collection of Waste Materials B-5-0206, Item 517.4050.S.02;  
Negative Pressure Containment and Collection of Waste Materials B-5-0219, Item 517.4050.S.03;  
Negative Pressure Containment and Collection of Waste Materials B-5-0220, Item 517.4050.S.04;  
Negative Pressure Containment and Collection of Waste Materials B-5-0221, Item 517.4050.S.05;  
Negative Pressure Containment and Collection of Waste Materials B-5-0222, Item 517.4050.S.06;  
Negative Pressure Containment and Collection of Waste Materials B-5-0217, Item 517.4050.S.07;  
Negative Pressure Containment and Collection of Waste Materials B-5-0218, Item 517.4050.S.08.**

**A Description**

This special provision describes providing a dust collector to maintain a negative air pressure in the enclosure; furnishing and erecting enclosures as required to contain, collect and store waste material resulting from the preparation of steel surfaces for painting, and repainting, including collection of such waste material, and labeling and storing waste material in approved hazardous waste containers.

**B (Vacant)**

**C Construction**

Erect an enclosure to completely enclose (surround) the blasting operations. The ground, slope paving, or roadway cannot be used as the bottom of the enclosure unless covered by approved containment materials. So that there are no visible emissions to the air or ground or water, design, erect, operate, maintain and disassemble the enclosures in such a manner to effectively contain and collect dust and waste materials resulting from surface preparation and paint over spray. Suspend all enclosures over water from the structure or as approved by the engineer.

Construct the enclosure of flexible materials such as tarpaulins or of rigid materials such as plywood, or of a combination of flexible and rigid materials and meet SSPC Guide 6 requirements with Level 1 emissions. Systems manufactured and provided by Eagle Industries, Detroit Tarps, or equal, are preferred. The tarpaulins shall be a non-permeable material, either as part of the tarp system or have a separate non-permeable lining. Maintain all materials free of tears, cuts or holes. The vertical sides of the enclosure shall extend from the bottom of the deck down to the level of the covered work platform or covered barge where used for structures over water and shall be fastened securely to those levels to prevent the wind from lifting them. Bulkheads are required between beams to enclose the blasting area as approved by the engineer. Where bulkheads are required, construct them of plywood and properly seal them. To prevent spent materials and paint over spray from escaping the enclosed area, overlap and fasten together all seams. Place groundcovers under all equipment before operations or as approved by the engineer.

To allow proper cleaning, inspection of structures or equipment, and painting, provide safe adequate artificial lighting in areas where natural light is inadequate.

Provide a dust collector so that there are no visible emissions outside of the enclosure and so that a negative air pressure inside the enclosure is maintained. The dust collector shall be sized to maintain the minimum air flow based on the cross-sectional area of the enclosure.

A combination of positive air input and negative air pressure may be needed to maintain the minimum airflow within the enclosure.

Filter all air exhausted from the enclosure to create a negative pressure within the enclosure so as to remove all hazardous and other particulate matter.

After all debris has been removed and all painting has been approved in the containment area is complete, remove containment in accordance with SSPC Guide 6.

As a safety factor for structures over water, provide for scum control. Provide a plan for corrective measures to mitigate scum forming and list the procedures, labor and equipment needed to assure compliance. Effectively contain the scum that forms on the water and does not sink in place from moving upstream or downstream by the use of floating boom devices.

If in the use of floating boom devices, the scum tends to collect at the devices, contain, collect, store the scum, and do not allow it to travel upstream or downstream beyond the devices. Remove the scum at least once a day or more often if needed.

Collect and store at the bridge site for disposal all waste material or scum collected by this operation, or any that may have fallen onto the ground tarps. Collect and store all waste material and scum at the end of each workday or more often if needed. Storage shall be in provided hazardous waste containers. Label each container as it is filled, using the labels provided by the Hazardous Waste Disposal contractor. Check the label and ensure that the project ID, bridge number and EPA ID match the structure. Fill in the generation date when the first material is placed in the container. Secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain, or exposed to standing water.

In a separate operation, recover the recyclable abrasive for future application, and collect the paint and/or corrosion particles for disposal.

#### **D Measurement**

The department will measure Negative Pressure Containment and Collection of Waste Materials (Structure) as a single complete lump sum unit of work for each structure designated in the contract, completed in accordance with the contract and accepted.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
517.4000.S.01	Negative Pressure Containment and Collection of Waste Materials B-5-0205	LS
517.4000.S.02	Negative Pressure Containment and Collection of Waste Materials B-5-0206	LS
517.4000.S.03	Negative Pressure Containment and Collection of Waste Materials B-5-0219	LS
517.4000.S.04	Negative Pressure Containment and Collection of Waste Materials B-5-0220	LS
517.4000.S.05	Negative Pressure Containment and Collection of Waste Materials B-5-0221	LS
517.4000.S.06	Negative Pressure Containment and Collection of Waste Materials B-5-0222	LS
517.4000.S.07	Negative Pressure Containment and Collection of Waste Materials B-5-0217	LS
517.4000.S.08	Negative Pressure Containment and Collection of Waste Materials B-5-0218	LS

Payment is full compensation for designing, erecting, operating, maintaining and disassembling the containment devices; providing negative pressure exhaust ventilation; collecting, labeling and for storing spent materials in provided hazardous waste containers

stsp-517-065 (20140630)

## **25. Portable Decontamination Facility, Item 517.6001.S.**

#### **A Description**

This special provision describes furnishing and maintaining weekly, or more often if needed, a single unit portable decontamination facility.

## **B Material**

Supply and operate all equipment in accordance with OSHA.

Supply adequate heating equipment with the necessary fuel to maintain a minimum temperature of 68° F in the facility.

The portable decontamination facility shall consist of a separate "Dirty Room", "Shower Room" and "Clean Room". The facility shall be constructed so as to permit use by either sex. The facility shall have adequate ventilation.

The "Dirty Room" shall have appropriately marked containers for disposable garments, clothing that requires laundering, worker shoes, and any other related equipment. Each container shall be lined with poly bags for transporting clothing, or for disposal. Benches shall be provided for personnel.

The "Shower Room" shall include self-contained individual showering stalls that are stable and well secured to the facility. Provide showers with a continuous supply of potable hot and cold water. The wastewater must be retained for filtration, treatment, and/or for proper disposal.

The "Clean Room" shall be equipped with secure storage facilities for street clothes and separate storage facilities for protective clothing. The lockers shall be sized to store clothing, valuables and other personal belongings for each worker. Benches shall be provided for personnel.

Supply a separate hand wash facility, either attached to the decontamination facility or outside the containment.

## **C Construction**

Properly contain, store, and dispose of the wastewater.

## **D Measurement**

The department will measure Portable Decontamination Facility by each individual unit, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
517.6001.S	Portable Decontamination Facility	EACH

Payment is full compensation for furnishing and maintaining a portable decontamination facility.

stp-517-060 (20140630)

## **26. Labeling and disposal of Waste Material.**

The EPA ID number for structures are as follows:

B-05-0205 EPA # WIR000164145

B-05-0206 EPA # WIR000164145

B-05-0217 EPA # WIR000166470

B-05-0218 EPA # WIR000166470

B-05-0219 EPA # WIR000164152

B-05-0220 EPA # WIR000164152

B-05-0221 EPA # WIR000164160

B-05-0222 EPA # WIR000164160

The state has an exclusive mandatory use contract with a private waste management contractor to transport and dispose of hazardous waste.

The state's waste management contractor shall furnish and deliver appropriate hazardous waste containers and site-specific labels to each bridge site. The provided containers shall be placed at pre-selected drop-off and pick-up points at each bridge site, and these locations shall be determined at the preconstruction conference. The custody of the containers and labels shall be the responsibility of the painting contractor while they are at the job site.

Contact the waste management contractor a minimum of 10 working days in advance to request container drop-off or pickup. Provide the waste management contractor with the project ID, structure number, EPA ID, and the agreed-upon location for container staging. Contact information for the waste management contractor is located on the WisDOT Internet site at <http://wisconsindot.gov/Documents/doing-bus/eng-consultants/cnslt-rsrcs/environment/hazwaste-contacts.pdf>.

Report all reportable spills and discharges according to the contingency plan.

Labels are site-specific. Check the labels to ensure that the project ID, structure number, and EPA ID match the structure generating the waste. Apply a label to each drum when it is opened for the first time. Fill in the date on the label the first day material is accumulated in the drum. The following page is an example of a properly filled-in label.

During paint removal operations, continuously monitor and notify the project inspector of the status of waste generation and quantity stored so that timely disposal can be arranged.

stp-517-055 (20190618)

HAZARDOUS WASTE

WW-5257580999-001-01-0

# STORAGE LABEL

RQ, HAZARDOUS WASTE, SOLID, n.o.s.,  
(LEAD), 9, NA3077, III, (D008)

Enter the date that waste  
materials were first placed into  
the container

EPA CODE: E/D008 STATE: S

WIP#: 391498

WIP DESC: BRIDGE SAND WITH LEAD

DATE ACCUMULATED: 07/01/2005

HAZARDOUS WASTE – FEDERAL LAW PROHIBITS IMPROPER DISPOSAL IF FOUND,  
CONTACT THE NEAREST POLICE OR PUBLIC SAFETY AUTHORITY OR THE U.S.  
ENVIRONMENTAL PROTECTION AGENCY.

WISC DOT BRIDGE # B-29-53/54

I-94 OVER CTH H

PROJECT ID # 5882-03-70

CAMP DOUGLAS, WI 54618

(608) 963-0871

GENERATOR EPA ID

WIR000121103

Project ID Number on  
label must match the  
Project Number  
assigned by the  
WIDOT

Bridge Number and  
Address on label must  
match specific bridge  
from which waste was  
generated.

EPA ID Number on  
label is specific to the  
bridge from which the  
waste is generated.

## 27. Slope Paving Repair Crushed Aggregate, Item 604.9010.S.

### A Description

This special provision describes providing crushed aggregate slope paving where erosion has occurred.

Conform to standard spec 604 as modified in this special provision.

### B Materials

Furnish materials conforming to standard spec 604.2.

## C Construction

*Replace paragraph (1) of standard spec 604.3.2 with the following:*

(1) Place the crushed aggregate on the prepared foundation in areas where erosion has occurred. Shape and consolidate it using mechanical or hand methods to provide a stable, even and uniform surface

## D Measurement

The department will measure Slope Paving Repair Crushed Aggregate by the cubic yard, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
604.9010.S	Slope Paving Repair Crushed Aggregate	CY

Payment is full compensation for all excavating and backfilling required to prepare the foundation; disposing of surplus materials; providing, handling, placing, and consolidating the crushed aggregate; providing, handling, heating, and for applying the asphaltic material.

604-010 (20100709)

## 28. Adjusting Inlet Covers

Construct in accordance with Section 611 of the Standard Specifications, except as follows:

*Replace standard spec 611.3.7 with the following:*

- (1) Adjust the lids of covers on resurfacing projects using adjustment castings designated for the purpose. Adjustment castings shall be in accordance with the material requirements of standard spec 611. Provide the manufacturer's Certification of Compliance, product data sheet, and installation instructions to the engineer at least 14 days prior to the work.

## 29. Manhole, Inlet, and Catch Basin Adjusting Rings

*Add to standard spec 611.3:*

### When using concrete adjustment rings:

The height of the grade ring shall equal (to within an inch and not to exceed) the height of the adjustment to minimize the number of joints in the chimney section. Multiple grade rings will not be allowed where one will suffice. Concrete grade rings less than 2-inches in thickness are not allowed. Concrete rings shall be of a size that closely matches the inside and outside dimensions of the structures.

### When using rubber adjustment rings:

Rubber grade rings shall be in a flat and/or tapered configuration of a size to closely match the inside and outside dimensions of circular or rectangular structures, installed individually or in combination not to exceed 3-inches in height. If more than 3-inches of adjustment is necessary, use one concrete ring 3-inches or more in height with rubber rings on top of the concrete ring. If multiple rubber adjustment rings are necessary, a maximum of two adjustment rings can be used. Rubber grade rings shall be tapered to match the cross slope and profile of the roadway.

ner-611-050 (20190722)

## 30. Cover Plates Temporary, Item 611.8120.S.

### A Description

This special provision describes furnishing, installing and removing a steel plate to cover and support asphaltic pavement and traffic loading at manholes, inlets and similar structures during milling and paving operations.

### B Materials

Provide a 0.25-inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

**C (Vacant)**

**D Measurement**

The department will measure Cover Plates Temporary 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
611.8120.S	Cover Plates Temporary	EACH

Payment is full compensation for furnishing, installing, and removing the cover plates.

The steel plates shall become the property of the contractor when no longer needed in the contract work.

611-006 (20151210)

**31. Traffic Control.**

Perform this work conforming to standard spec 643, and as the plans show, or as the engineer approves, except as follows.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as the plans show. Submit this plan ten days before the preconstruction conference.

The turning of traffic control devices when not in use to obscure the message will not be allowed under this contract.

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

Conduct operations in such a manner that causes the least interference and inconvenience to the free flow of vehicles on the roadways. This includes the following:

Do not park or store any vehicle, piece of equipment, or construction materials on the right of way, unless otherwise specified in the traffic control article or without approval of the engineer.

All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.

Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1000 feet. Activate the beam when merging into or exiting a live traffic lane.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at contractor expense.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.

ner-643-065 (20190410)

**32. Portable Automated Real-Time Traffic Queue Warning System, Item 643.1200.S.**

**A Description**

This special provision describes providing, repositioning, operating, maintaining, monitoring, calibrating, testing and removing a portable automated real-time traffic queue warning system (QWS) capable of measuring vehicular speeds at downstream sections of a roadway, and displaying the speed information on portable changeable message signs (PCMS) at upstream locations.

**B Materials**

Provide QWS components and software that is National Transportation Communications for ITS Protocol (NTCIP) compliant.

### **B.1 Portable Changeable Message Signs (PCMS)**

Provide PCMS conforming to standard spec 643. Ensure each PCMS is integrated with a portable traffic sensor, modem, and other equipment (e.g., automated system manager) mounted on it, and acts as a single “device” for communicating with similarly integrated “devices” and displaying real-time traffic condition information

### **B.2 Portable Traffic Sensors (PTS)**

Provide PTS that are nonintrusive and capable of capturing individual vehicle speed (mph) and traffic volume. Integrate each sensor with a modem to communicate with the automated system manager (ASM).

### **B.3 Automated System Manager (ASM)**

Provide an ASM that assesses current traffic data captured by the system PTS and communicates appropriate messages to the motorists through PCMS based on predetermined speed thresholds and messages.

### **B.4 System Communications**

Ensure QWS communications meet the following requirements:

1. Perform required configuration of the QWS’s communication system automatically during system initialization.
2. Communication between the server and any individual PCMS or PTS are independent through the full range of deployed locations, and do not rely upon communications with any other PCMS or PTS.
3. Incorporate an error detection/correction mechanism into the QWS communication system to ensure the integrity of all traffic condition data and motorist information messages.

### **B.5 System Acceptance**

Submit vendor verification to the engineer and Bureau of Traffic Operations ([DOTWorkzone@dot.wi.gov](mailto:DOTWorkzone@dot.wi.gov)) 14 calendar days before the pre-construction meeting that the system will adequately perform the functions specified in this special provision. Adequate verification includes past successful performance of the system, literature and references from successful use of the system by other agencies, and/or demonstration of the system.

Provide contact information for a designated representative responsible for monitoring the performance of the system and for making modifications to the operational settings as the engineer directs.

Provide all testing and calibration equipment

## **C Construction**

### **C.1 General**

Install and reposition Portable Automated Real-Time Queue Warning System per quantities with PCMS and PTS spaced every mile starting one mile upstream of the taper and one PTS near the lane closure taper or as the engineer directs. Provide plan to the engineer and Bureau of Traffic Operations ([DOTWorkzone@dot.wi.gov](mailto:DOTWorkzone@dot.wi.gov)) 14 calendar days before the pre-construction meeting.

Number the devices in chronological order so they are visible from the shoulder with 6-inch white high reflective sheeting.

Provide technical personnel for all system calibration, operation, maintenance, and timely on-call support services.

Promptly correct the system within 24 hours of becoming aware of a deficiency in the operation or individual part of the system. A minimum of three days before deployment, place the QWS and demonstrate to the department that the QWS is operational.

Maintain the QWS for the duration of the project. Ensure the system operates continuously (24 hours, 7 days a week) in the automated mode throughout the duration of the project.

Remove the system upon project completion.

### **C.2 Reports**

Provide an electronic copy of a weekly summary report of all data via email to the engineer. Ensure the report includes, at a minimum, the average speed per sensor, traffic volume, time in congestive state per sensor and number of triggers per day.

### **C.3 Meetings**

Attend mandatory in-person pre-construction meetings with the department. Attend additional meetings as deemed necessary by the department. These meetings may be held in person or via teleconference, as scheduled by the department.

### **C.4 Programming**

#### **C.4.1 General**

Program the QWS to ensure that the following general operations are performed:

1. Provide a password protected login to the ASM, website and all other databases.
2. Provide real-time data from the ASM to a website with a full color mapping feature and refresh every 60 seconds. Make data on website available to the department staff at all times for the duration of the work zone activity. Ensure website includes:
  - Vehicle speeds
  - PCMS messaging
  - Device locations
  - Traffic volume
3. Archive all traffic data and PCMS messages in a Microsoft Excel format with date and time stamps.
4. Configure the website to quantify system failures which includes communication disruption between any devices in the system configuration, PCMS malfunctioning, PTS malfunction, loss of power, low battery, etc.
5. Automatically generate and send an email alert any time a user specified queue is detected by the system.
6. Provide default and advisory messages automatically based on traffic conditions.
7. Ensure the system autonomously restarts in case of any power failure.
8. Provide the department access to manually override PCMS messages for a user-specified duration, after which automatic operation will resume display of messages appropriate to the prevailing traffic conditions. Document all override messages.

#### **C.4.2 System Operation Strategy**

Arrange for the vendor/manufacturer to coordinate system operation, detection, trends/thresholds, and messaging parameters with the engineer.

The sequences below are a minimum requirement and can be adjusted by the engineer at their discretion.

##### **Free Flow:**

If the current speed on a roadway section is at or above 40 mph, the upstream PCMS will display nothing except for lighting the four corners to show that it is on.

##### **Slow Traffic:**

If the current speed on any downstream section of the roadway is between the 39 mph and 20 mph (for example, 35 mph), the following two phase messages will be displayed on the upstream PCMS as shown below:

EVENT	FRAME 1	FRAME 2
Speeds 20 mph to 39 mph	SLOW TRAFFIC AHEAD	PREPARE TO STOP

**Stopped Traffic:**

If the current speed on a roadway section of the roadway drops below 20 mph, the following two phase messages will be displayed on the upstream PCMS as shown below:

EVENT	FRAME 1	FRAME 2
Speeds 0 mph to 19 mph	TRAFFIC STOPPED AHEAD	EXPECT DELAYS

**C.5 Calibration and Testing**

At the beginning of the project and monthly throughout the duration of the project, perform a successful field test and calibration at the QWS location to verify the system is detecting accurate vehicle speeds and volumes, and accurately relaying the information to the ASM and the PCMS.

Send email of successful calibration and testing to the engineer.

**D Measurement**

The department will measure Portable Automated Real-Time Traffic Queue Warning System by the day, acceptably completed, measured as each complete system per roadway.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
643.1200.S	Portable Automated Real-Time Traffic Queue Warning System	DAY

Payment is full compensation for providing, repositioning, operating, maintaining, monitoring, calibrating, testing, and removing the complete system consisting of PCMS, PTS, ASM, and system communications.

Failure to correct a deficiency to the PCMS, PTS, or ASM within 24 hours after notification from the engineer or the department will result in a one-day deduction of the measured quantity for each day in which the deficiency is not corrected.

Failure to correct the website within 24 hours after notification from the engineer will result in a 10% reduction of the day quantity for each day the website is down.

The engineer will have sole discretion to assess the deductions for an improperly working QWS.

stp-643-045 (20191121)

**33. 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)

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

#### **A Description**

Provide 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 prior to 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)

## **35. Blue Specific Service Signs.**

*Add the following to standard spec 638.3.4:*

Do not remove or move blue specific service signs or their associated posts. Specific service signs are signs with logos that identify commercial entities providing gas, food, lodging, camping, or attractions. A separate contractor, Interstate Logos - Wisconsin, is responsible for these signs. Contact Interstate Logos - Wisconsin at (844) 496-9163 a minimum of 14 calendar days in advance to coordinate removing, moving, or re-installation of these signs.

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

638-010 (20150630)

## **36. Cleaning and Painting Bearings, Item SPV.0060.01.**

### **A Description**

This special provision describes cleaning and painting the existing steel bearings on structures as shown on the plans, as directed by the engineer, and in accordance with standard spec 517.

### **B Materials**

Furnish a complete epoxy coating system from the department's approved product list. Use the same coating system for all repairs due to handling, shipping and erecting, and for all other uncoated areas. The color of epoxy shall be white, and the urethane coating material shall match the color number shown on the plans in accordance with Federal Standard Number 595B, as printed in 1989. Supply the engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the minimum drying time for shop or field applied coats, and the recommended procedures for coating galvanized bolts, nuts, and washers.

## **C Construction**

### **C.1 Surface Preparation**

Clean areas of loose paint and rust by wire brushing, grinding, or other mechanical means. Sound paint does not need to be removed.

After cleanup and storage of waste material, blast cleaning is allowed for only those areas where paint has been removed. Shield adjacent painted areas during blast cleaning operations. The blasting sand does not have to be collected.

Furnish adequate containment methods as required to contain and collect waste material resulting from the preparation of painted steel surfaces for painting. All clean-up activities should minimize dust. Store waste materials in hazardous waste containers provided by the department.

### **C.2 Coating Application**

Apply paint in a neat, workmanlike manner, and in accordance with the manufacturer's instructions and recommendations. Paint application shall be brushed on.

## **D Measurement**

The department will measure Cleaning and Painting Bearings as each individual bearing, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Cleaning and Painting Bearings	EACH

Payment for Cleaning and Painting Bearings is full compensation for preparing and cleaning the designated bearings; furnishing and applying the paint; cleaning up; and containing and collecting all waste materials.

## **37. Street Sweeping, Item SPV.0075.001.**

### **A Description**

This special provision describes removing small dirt and dust particles from the roadway using a street sweeper periodically during the project as the engineer directs.

### **B (Vacant)**

### **C Construction**

Provide a self-contained mechanical or air conveyance street sweeper and dispose of the material collected.

### **D Measurement**

The department will measure Street Sweeping by the hour that the street sweeper is on the project picking up and removing debris from the roadway.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.001	Street Sweeping	HRS
ner-628-060 (20171213)		

**38. Cleaning Concrete Girder Ends, Item SPV.0090.01.**

**A Description**

This Special Provision describes the removing of any loose, delaminated, or deteriorated concrete from end 5 feet of concrete girders, cleaning and painting any exposed bar steel reinforcement or steel prestressing strand - where shown in the plans, and as directed the engineer.

**B (Vacant)**

**C Construction**

**C.1 Surface preparation**

Use construction methods in accordance with standard spec 203 and 517, and as hereinafter provided:

1. Take necessary precautions while removing deteriorated concrete to preclude damage to the remaining sound concrete and preserve all existing reinforcing steel and prestressing strand. Clean, realign and retie existing reinforcing steel, as the engineer considers necessary.
2. Blast clean all exposed bar steel reinforcement and steel prestressing strand to remove all rust and corrosion prior to painting.
3. Where removal of the deteriorated concrete extends to a depth behind the bar steel reinforcement or steel prestressing strand, repair the area after painting bar steel reinforcement and steel prestressing strand. This repair work shall be done in accordance with, and paid for as, concrete surface repair.

**C.2 Coating Application**

Apply organic zinc rich primer and a top coat in a neat, workmanlike manner, and in accordance with the Manufacturer's instruction and recommendations. Paint application shall be by brush. The color of the primer shall be such that a definite contrast between it and the color of the blasted steel is readily apparent. The color of the paint's top coat shall be concrete gray.

**D Measurement**

The department will measure Cleaning Concrete Girder Ends per linear foot of end section of concrete girder, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Cleaning Concrete Girder Ends	LF

Payment is full compensation for removing loose, delaminated, or deteriorated concrete; preparing and cleaning exposed steel; furnishing and applying paint to exposed steel surfaces; cleaning up; containing, collecting, and disposal of all waste materials.

## ADDITIONAL SPECIAL PROVISION 3

### DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

#### 1. Description

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

## 2. Definitions

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

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

## 3. DBE Percentage Required at Bid Submission

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

## 4. WisDOT Interpretation of Federal DBE Program Provision

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

### a. Department's DBE Evaluation Process

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

### b. Documentation Submittal

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

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

(1) **Bidder Meets DBE Goal**

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

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

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

c. **Bidder Fails to Submit Documentation**

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

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

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

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

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

## b. Prime Contractors should:

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

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

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

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

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

## 6. Use of Joint Checks

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

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

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

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

## 7. Bidder's Appeal Process

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

## 8. Department's Criteria for DBE Participation

### Directory of DBE firms

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

## 9. Counting DBE Participation

### Assessing DBE Work

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

## 10. Commercially Useful Function

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

## 11. Credit Evaluation for Trucking

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

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

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

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

### a. Manufacturers

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

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

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

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

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

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

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

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

### 13. Credit Evaluation for DBE Primes

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

### 14. Joint Venture

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

### 15. Mentor Protégé

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

### 16. DBE Replacement or Termination

#### Contractual Requirement

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

#### Contractor Considerations

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

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

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

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

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

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

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

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

**Evaluation and Response to the Request**

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

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

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

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

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

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

## **18. Contract Modifications**

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

## **19. Payment**

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

## APPENDIX A

### Sample Contractor Solicitation Letter Page 1

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

---

#### 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](mailto:Joe@joetheplumber.com)

Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

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

### REQUEST FOR QUOTATION

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

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

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

**Please check all that apply**

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

**Prime Contractor 's Contact Person**

**DBE Contractor Contact Person**

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_

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

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

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

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

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

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

## **APPENDIX B**

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

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

#### **Primes**

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

#### **DBE**

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

## APPENDIX C

### Types of Efforts considered in determining GFE

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

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

## **APPENDIX D**

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

*Excerpt from Appendix A of 49 CFR Part 26*

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

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

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

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

## Appendix E

### Small Business Network [SBN] Overview

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

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

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

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

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

## **ADDITIONAL SPECIAL PROVISION 4**

### **Payment to First-Tier Subcontractors**

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

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

### **Payment to Lower-Tier Subcontractors**

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

### **Release of Routine Retainage**

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

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

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

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

## Additional Special Provision 6

### ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

---

#### 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 <sup>[1]</sup> .....	AASHTO T2
Percent passing the 200 sieve .....	AASHTO T11
Gradation <sup>[1]</sup> .....	AASHTO T27
Gradation of extracted aggregate .....	AASHTO T30
Moisture content <sup>[1]</sup> .....	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 <sup>[1]</sup> .....	AASHTO T103
Lightweight Pieces in Aggregate .....	AASHTO T113
Fracture .....	ASTM D5821 as modified in CMM 8-60
Moisture/density <sup>[1]</sup> .....	AASHTO T99 and AASHTO T180
In-place density <sup>[1]</sup> .....	AASHTO T191
Asphaltic material extraction .....	CMM 8-36 WisDOT Test Method 1560

<sup>[1]</sup> 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 <sup>[1]</sup>
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 <sup>[2]</sup>	—	note <sup>[2]</sup>	note <sup>[3]</sup>
Sodium sulfate soundness AASHTO T104 loss by weight						
dense	<=18%	<=18%	—	—	—	note <sup>[3]</sup>
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 <sup>[6]</sup> loss by weight						
dense	<=18%	<=18%	note <sup>[2]</sup>	—	—	note <sup>[3]</sup>
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 <sup>[3]</sup>
Plasticity AASHTO T90	<=6 <sup>[4]</sup>	<=6 <sup>[4]</sup>	<=6 <sup>[4]</sup>	—	—	note <sup>[3]</sup>
Fracture ASTM D5821 <sup>[6]</sup> min one face by count						
dense	58%	58%	58%	—	note <sup>[5]</sup>	note <sup>[3]</sup>
open-graded	90%	90%	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>

<sup>[1]</sup> The final aggregate blend must conform to the specified gradation.

<sup>[2]</sup> 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.

<sup>[3]</sup> Required as specified for the individual component materials defined in columns 2 - 6 of the table before blending.

<sup>[4]</sup> For base placed between old and new pavements, use crushed stone, crushed gravel, or crushed concrete with a plasticity index of 3 or less.

<sup>[5]</sup> >=75 percent by count of non-asphalt coated particles.

<sup>[6]</sup> 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 <sup>[1]</sup> ..... | AASHTO T103 |
| Sodium sulfate soundness of aggregates (R-4, 5 cycles).....    | AASHTO T104 |
| Extraction of bitumen .....                                    | AASHTO T164 |

<sup>[1]</sup> 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) When specified in 460.3.3.1, 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 <sup>[1]</sup>	15.0 min <sup>[2]</sup>	16.0 - 17.5	16.0 min	17.0 min

<sup>[1]</sup> 14.5 for LT and MT mixes.

<sup>[2]</sup> 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 <sup>[1]</sup>	43 <sup>[1]</sup>	45	45
Sand Equivalency (AASHTO T176, min)	40	40 <sup>[2]</sup>	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 <sup>[3]</sup>	<= 89.0 <sup>[3]</sup>	<= 89.0	___
% Gmm Nmax	<= 98.0	<= 98.0	<= 98.0	<= 98.0
Dust to Binder Ratio <sup>[4]</sup> (% passing 0.075/Pbe)	0.6 - 1.2 <sup>[5]</sup>	0.6 - 1.2 <sup>[5]</sup>	0.6 - 1.2 <sup>[5]</sup>	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[6] [8]</sup>	65 - 75 <sup>[6] [7] [9]</sup>	65 - 75 <sup>[6] [7] [9]</sup>	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) <sup>[10] [11]</sup>				
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

<sup>[1]</sup> For No 6 (4.75 mm) nominal maximum size mixes, the specified fine aggregate angularity is 43 for LT and 45 MT mixes.

<sup>[2]</sup> For No 6 (4.75 mm) nominal maximum size mixes, the specified sand equivalency is 43 for MT mixes.

<sup>[3]</sup> The percent maximum density at initial compaction is only a guideline.

<sup>[4]</sup> 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.

<sup>[5]</sup> 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.

<sup>[6]</sup> 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.

<sup>[7]</sup> For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

<sup>[8]</sup> For No. 2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[9]</sup> For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[10]</sup> WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

<sup>[11]</sup> 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 <sup>[1]</sup>	+1.3/-1.0	+1.0/-0.7
VMA in percent <sup>[2]</sup>	- 0.5	- 0.2

<sup>[1]</sup> For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

<sup>[2]</sup> VMA limits are based on requirements for each mix design nominal maximum aggregate size in table 460-1. 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 <sup>[3]</sup> (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) <sup>[1]</sup>	1.75	3 <sup>[2]</sup>	2.5	4
No. 5 (9.5 mm) <sup>[1]</sup>	1.25	3 <sup>[2]</sup>	2	3
No. 6 (4.75 mm)	0.75	1.25	1.25	1.25

<sup>[1]</sup> SMA mixtures use nominal size No. 4 (12.5 mm) or No. 5 (9.5 mm).

<sup>[2]</sup> SMA mixtures with nominal sizes of No. 4 (12.5 mm) and No. 5 (9.5 mm) have no maximum lower layer thickness specified.

<sup>[3]</sup> 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<sup>[1]</sup>**

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		LT and MT	HT	SMA <sup>[5]</sup>
TRAFFIC LANES <sup>[2]</sup>	LOWER	93.0 <sup>[3]</sup>	93.0 <sup>[4]</sup>	—
	UPPER	93.0	93.0	93.0
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	—
	UPPER	92.0	92.0	92.0

<sup>[1]</sup> 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.

<sup>[2]</sup> Includes side roads, crossovers, turn lanes, ramps, parking lanes, bike lanes, and park-and-ride lots as defined by the contract plans.

<sup>[3]</sup> Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[4]</sup> 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 <sup>[1]</sup> .....	AASHTO T2
Lightweight pieces in aggregate .....	AASHTO T113
Material finer than No. 200 sieve <sup>[1]</sup> .....	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 <sup>[1]</sup> .....	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 <sup>[1]</sup> .....	AASHTO T85
Flat & elongated pieces based on a 3:1 ratio <sup>[1]</sup> .....	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

<sup>[1]</sup> 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 <sup>[1][4]</sup>	TMS, AGGTEC-1, ACT-AGG
Percent passing the No. 200 sieve	AASHTO T11 <sup>[1]</sup>	AGGTEC-I, ACT-AGG
Fine and coarse aggregate gradation	AASHTO T27 <sup>[1]</sup>	
Aggregate moisture content	AASHTO T255 <sup>[1]</sup>	
Fractured faces	ASTM D5821 <sup>[1]</sup>	
Liquid limit	AASHTO T89	Aggregate Testing for Transportation Systems (ATTS) GRADINGTEC-I, or ACT-GRADING
Plasticity index	AASHTO T90 <sup>[3]</sup>	
Sampling freshly mixed concrete	AASHTO R60	PCCTEC-1 ACT-PCC
Air content of fresh concrete	AASHTO T152 <sup>[2]</sup>	
Air void system of fresh concrete	AASHTO TP118 <sup>[5]</sup>	
Concrete slump	AASHTO T119 <sup>[2]</sup>	
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

<sup>[1]</sup> As modified in CMM 8-60.

<sup>[2]</sup> As modified in CMM 8-70.

<sup>[3]</sup> 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.

<sup>[4]</sup> Plant personnel may operate equipment to obtain samples under the direct observation of a TMS or higher.

<sup>[5]</sup> Consolidate by rodding.

**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<sup>[1]</sup> 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.

<sup>[1]</sup> 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  $\leq 500$  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  $\leq 6000$  tons and  $\geq 500$  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**

---

**104.6.1.2.3 Drop-Off and Hazard Protection**

Correct errata by changing 2 inches or greater to greater than 2 inches.

- (1) Eliminate vertical drop-offs greater than 2 inches and edge slopes steeper than 3:1 between adjacent lanes open to traffic.

---

**305.3.3.3 Shoulders Adjacent to Asphaltic Pavement or Surfacing**

Correct errata by changing 2-inch or more to greater than 2-inch.

- (2) If the roadway remains open to through traffic during construction and a greater than 2-inch drop-off occurs within 3 feet or less from the edge of the traveled way, eliminate the drop-off within 48 hours after completing that days paving. Unless the special provisions specify otherwise, provide aggregate shoulder material compacted to a temporary 3:1 or flatter cross slope from the surface of the pavement edge.

---

**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 1<sup>st</sup> Tier and DBE Payments During Construction

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

B. Costs for conforming to this special provision are incidental to the contract.

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

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

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

## **ADDITIONAL SPECIAL PROVISION 9**

### **Electronic Certified Payroll or Labor Data Submittal**

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

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

(2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.

(4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov). Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

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

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **Non-discrimination Provisions**

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:**

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

**APRIL 2013**

**ADDITIONAL FEDERAL-AID PROVISIONS**

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**Effective August 2015 letting**

### **BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

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

## Cargo Preference Act Requirement

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

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

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

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

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

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

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

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

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

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

**I. PREVAILING WAGE RATES**

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

**II. COVERAGE OF TRUCK DRIVERS**

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

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. [https://www.dol.gov/whd/FOH/FOH\\_Ch15.pdf](https://www.dol.gov/whd/FOH/FOH_Ch15.pdf)
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

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

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

Details are available online at:

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

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

### **III. POSTINGS AT THE SITE OF THE WORK**

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

### **IV. RESOURCES**

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: WI20200010 03/06/2020

Superseded General Decision Number: WI20190010

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 \$10.80 for calendar year 2020 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 \$10.80 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 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/28/2020
3	03/06/2020

BRWI0001-002 06/03/2019

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.80	24.28
-----		
BRWI0002-002 06/01/2019		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.94	23.30
-----		
BRWI0002-005 06/01/2019		

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...	\$ 35.51	23.37
-----		
BRWI0003-002 06/03/2019		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.18	23.90
-----		
BRWI0004-002 06/01/2019		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.43	25.10
-----		
BRWI0006-002 06/01/2019		

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.06	23.02
-----		
BRWI0007-002 06/03/2019		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.57	24.22
-----		
BRWI0008-002 06/01/2019		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.93	24.22
-----		
BRWI0011-002 06/03/2019		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.18	23.90
-----		
BRWI0019-002 06/03/2019		

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.40	24.68
-----		
BRWI0034-002 06/03/2019		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.56	24.23
-----		
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 06/03/2019

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:.....	\$ 33.52	29.75%+10.26

-----

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 06/03/2019

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:.....	\$ 33.56	26%+11.01

-----  
ELEC0430-002 01/01/2020

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 40.30	22.19

-----  
ELEC0494-005 06/01/2019

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 41.03	25.11

-----  
\* ELEC0494-006 01/01/2020

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

	Rates	Fringes
Electricians:.....	\$ 34.99	22.31
-----		
ELEC0494-013 06/01/2019		

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.....	\$ 20.53	18.13
Technician.....	\$ 30.18	19.58

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 06/01/2019

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 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

-----

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 06/01/2019

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 35.07	27.62

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

-----  
IRON0008-003 06/01/2019

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates	Fringes
-------	---------

IRONWORKER.....\$ 37.12 27.87

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

-----  
IRON0383-001 06/01/2019

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.....	\$ 35.50	26.57

-----  
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 06/03/2019

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

-----  
IRON0512-021 06/03/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 33.19	29.40

-----  
LAB00113-002 06/03/2019

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
--	-------	---------

LABORER

Group 1.....	\$ 29.02	21.92
Group 2.....	\$ 29.17	21.92
Group 3.....	\$ 29.37	21.92
Group 4.....	\$ 29.52	21.92
Group 5.....	\$ 29.67	21.92
Group 6.....	\$ 25.51	21.92

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	21.92
Group 2.....	\$ 28.37	21.92
Group 3.....	\$ 28.42	21.92
Group 4.....	\$ 28.62	21.92
Group 5.....	\$ 28.47	21.92
Group 6.....	\$ 25.36	21.92

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	21.92
Group 2.....	\$ 28.23	21.92
Group 3.....	\$ 28.43	21.92
Group 4.....	\$ 28.40	21.92
Group 5.....	\$ 28.73	21.92
Group 6.....	\$ 25.22	21.92

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 06/01/2019

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.08	20.36

-----  
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 06/01/2019

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 33.30	23.86
Brush.....	\$ 32.95	23.86
Spray & Sandblast.....	\$ 33.70	23.86

PAIN0802-002 06/01/2019

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 30.93	18.44

PREMIUM PAY:  
    Structural Steel, Spray, Bridges =   \$1.00 additional per  
    hour.

PAIN0802-003 06/01/2019

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.....	\$ 30.93	18.58

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 06/02/2019

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 25.76	13.33

-----  
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.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

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.

=====

END OF GENERAL DECISION"

**August 2018**

## **NOTICE TO BIDDERS WAGE RATE DECISION**

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



## Proposal Schedule of Items

Page 1 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

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	203.0200 Removing Old Structure (station) 01. STA 701N+23.79	LS	LUMP SUM	_____.
0004	203.0200 Removing Old Structure (station) 02. STA 706S+57.83	LS	LUMP SUM	_____.
0006	203.0200 Removing Old Structure (station) 03. STA 707N+31.15	LS	LUMP SUM	_____.
0008	203.0200 Removing Old Structure (station) 04. STA 511N+60 Barrell Wall Next to Wing 2	LS	LUMP SUM	_____.
0010	203.0200 Removing Old Structure (station) 05. STA 901+00 Northwest Wing	LS	LUMP SUM	_____.
0012	204.0100 Removing Pavement	8,600.000 SY	_____.	_____.
0014	204.0110 Removing Asphaltic Surface	3,400.000 SY	_____.	_____.
0016	204.0115 Removing Asphaltic Surface Butt Joints	9,600.000 SY	_____.	_____.
0018	204.0165 Removing Guardrail	1,149.000 LF	_____.	_____.
0020	204.0175 Removing Concrete Slope Paving	4.000 SY	_____.	_____.
0022	205.0100 Excavation Common	4,200.000 CY	_____.	_____.
0024	206.1000 Excavation for Structures Bridges (structure) 01. B-05-213	LS	LUMP SUM	_____.
0026	206.1000 Excavation for Structures Bridges (structure) 02. B-05-215	LS	LUMP SUM	_____.
0028	206.1000 Excavation for Structures Bridges (structure) 03. B-05-216	LS	LUMP SUM	_____.



## Proposal Schedule of Items

Page 2 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	206.2000 Excavation for Structures Culverts (structure) 01. C-05-59	LS	LUMP SUM	_____.
0032	206.2000 Excavation for Structures Culverts (structure) 02.C-05-72	LS	LUMP SUM	_____.
0034	206.5000 Cofferdams (structure) 01. C-05-72	LS	LUMP SUM	_____.
0036	210.1500 Backfill Structure Type A	213.000 TON	_____.	_____.
0038	210.2500 Backfill Structure Type B	16.000 TON	_____.	_____.
0040	211.0100 Prepare Foundation for Asphaltic Paving (project) 01.1227-08-76	LS	LUMP SUM	_____.
0042	213.0100 Finishing Roadway (project) 01.1227-08-76	1.000 EACH	_____.	_____.
0044	305.0110 Base Aggregate Dense 3/4-Inch	780.000 TON	_____.	_____.
0046	305.0120 Base Aggregate Dense 1 1/4-Inch	5,600.000 TON	_____.	_____.
0048	305.0500 Shaping Shoulders	118.000 STA	_____.	_____.
0050	455.0605 Tack Coat	1,490.000 GAL	_____.	_____.
0052	460.2000 Incentive Density HMA Pavement	3,140.000 DOL	1.00000	3,140.00
0054	460.5224 HMA Pavement 4 LT 58-28 S	4,900.000 TON	_____.	_____.
0056	465.0400 Asphaltic Shoulder Rumble Strips	9,892.000 LF	_____.	_____.
0058	502.0100 Concrete Masonry Bridges	18.000 CY	_____.	_____.
0060	502.3101 Expansion Device 01. B-05-211	34.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 3 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	502.3101 Expansion Device 02. B-05-214	33.000 LF	_____.	_____.
0064	502.3101 Expansion Device 03. B-5-223	38.000 LF	_____.	_____.
0066	502.3101 Expansion Device 04. B-05-224	105.000 LF	_____.	_____.
0068	502.3200 Protective Surface Treatment	13,769.000 SY	_____.	_____.
0070	502.3210 Pigmented Surface Sealer	2,521.000 SY	_____.	_____.
0072	502.4204 Adhesive Anchors No. 4 Bar	17.000 EACH	_____.	_____.
0074	502.4205 Adhesive Anchors No. 5 Bar	295.000 EACH	_____.	_____.
0076	502.4206 Adhesive Anchors No. 6 Bar	57.000 EACH	_____.	_____.
0078	502.6500 Protective Coating Clear	7.000 GAL	_____.	_____.
0080	504.0100 Concrete Masonry Culverts	16.000 CY	_____.	_____.
0082	505.0400 Bar Steel Reinforcement HS Structures	210.000 LB	_____.	_____.
0084	505.0600 Bar Steel Reinforcement HS Coated Structures	12,950.000 LB	_____.	_____.
0086	505.0904 Bar Couplers No. 4	8.000 EACH	_____.	_____.
0088	505.0905 Bar Couplers No. 5	6.000 EACH	_____.	_____.
0090	505.0906 Bar Couplers No. 6	22.000 EACH	_____.	_____.
0092	505.0907 Bar Couplers No. 7	12.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 4 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	509.0301 Preparation Decks Type 1	2,922.000 SY	_____.	_____.
0096	509.0302 Preparation Decks Type 2	1,759.000 SY	_____.	_____.
0098	509.0500 Cleaning Decks	13,673.000 SY	_____.	_____.
0100	509.1000 Joint Repair	112.000 SY	_____.	_____.
0102	509.1500 Concrete Surface Repair	1,162.000 SF	_____.	_____.
0104	509.2000 Full-Depth Deck Repair	18.000 SY	_____.	_____.
0106	509.2500 Concrete Masonry Overlay Decks	1,331.000 CY	_____.	_____.
0108	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 01. B-5-202	799.000 SY	_____.	_____.
0110	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 02. B-5-203	799.000 SY	_____.	_____.
0112	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 03. B-5-208	831.000 SY	_____.	_____.
0114	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 04. B-5-209	689.000 SY	_____.	_____.
0116	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 05. B-5-210	478.000 SY	_____.	_____.
0118	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 06. B-5-211	595.000 SY	_____.	_____.
0120	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 07. B-5-212	843.000 SY	_____.	_____.
0122	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 08. B-5-213	1,160.000 SY	_____.	_____.



## Proposal Schedule of Items

Page 5 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 09. B-05-214	557.000 SY	_____.	_____.
0126	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 10. B-05-215	1,090.000 SY	_____.	_____.
0128	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 11. B-05-216	935.000 SY	_____.	_____.
0130	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 12. B-5-219	573.000 SY	_____.	_____.
0132	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 13. B-05-220	669.000 SY	_____.	_____.
0134	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 14. B-05-221	807.000 SY	_____.	_____.
0136	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 15. B-05-222	542.000 SY	_____.	_____.
0138	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 16. B-05-223	527.000 SY	_____.	_____.
0140	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 17. B-05-224	1,779.000 SY	_____.	_____.
0142	509.9050.S Cleaning Parapets	6,640.000 LF	_____.	_____.
0144	511.1200 Temporary Shoring (structure) 01. C-5-59	420.000 SF	_____.	_____.
0146	511.1200 Temporary Shoring (structure) 02. C-05-72	61.000 SF	_____.	_____.
0148	516.0500 Rubberized Membrane Waterproofing	20.000 SY	_____.	_____.
0150	517.1800.S Structure Repainting Recycled Abrasive (structure) 01. B-5-205	LS	LUMP SUM	_____.



## Proposal Schedule of Items

Page 6 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	517.1800.S Structure Repainting Recycled Abrasive (structure) 02.B-5-206	LS	LUMP SUM	_____.
0154	517.1800.S Structure Repainting Recycled Abrasive (structure) 03. B-5-219	LS	LUMP SUM	_____.
0156	517.1800.S Structure Repainting Recycled Abrasive (structure) 04. B-05-220	LS	LUMP SUM	_____.
0158	517.1800.S Structure Repainting Recycled Abrasive (structure) 05. B-05-221	LS	LUMP SUM	_____.
0160	517.1800.S Structure Repainting Recycled Abrasive (structure) 06. B-05-222	LS	LUMP SUM	_____.
0162	517.1800.S Structure Repainting Recycled Abrasive (structure) 07.B-05-217	LS	LUMP SUM	_____.
0164	517.1800.S Structure Repainting Recycled Abrasive (structure) 08. B-5-218	LS	LUMP SUM	_____.
0166	517.3000.S Structure Overcoating Cleaning and Priming (structure) 01. B-5-202	LS	LUMP SUM	_____.
0168	517.3000.S Structure Overcoating Cleaning and Priming (structure) 02. B-5-203	LS	LUMP SUM	_____.
0170	517.3000.S Structure Overcoating Cleaning and Priming (structure) 03. B-05-211	LS	LUMP SUM	_____.
0172	517.3000.S Structure Overcoating Cleaning and Priming (structure) 04. B-05-214	LS	LUMP SUM	_____.
0174	517.4000.S Containment and Collection of Waste Materials (structure) 01. B-5-202	LS	LUMP SUM	_____.
0176	517.4000.S Containment and Collection of Waste Materials (structure) 02. B-5-203	LS	LUMP SUM	_____.



## Proposal Schedule of Items

Page 7 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0178	517.4000.S Containment and Collection of Waste Materials (structure) 03. B-05-211	LS	LUMP SUM	_____.
0180	517.4000.S Containment and Collection of Waste Materials (structure) 04. B-05-214	LS	LUMP SUM	_____.
0182	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 01. B-5-205	LS	LUMP SUM	_____.
0184	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 02. B-5-206	LS	LUMP SUM	_____.
0186	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 03. B-5-219	LS	LUMP SUM	_____.
0188	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 04. B-05-220	LS	LUMP SUM	_____.
0190	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 05. B-05-221	LS	LUMP SUM	_____.
0192	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 06. B-05-222	LS	LUMP SUM	_____.
0194	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 07. B-05-217	LS	LUMP SUM	_____.
0196	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 08. B-5-218	LS	LUMP SUM	_____.
0198	517.6001.S Portable Decontamination Facility	8.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 8 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0200	601.0452 Concrete Curb & Gutter Integral 30-Inch Type D	260.000 LF	_____.	_____.
0202	603.8000 Concrete Barrier Temporary Precast Delivered	6,071.000 LF	_____.	_____.
0204	603.8125 Concrete Barrier Temporary Precast Installed	12,142.000 LF	_____.	_____.
0206	604.0400 Slope Paving Concrete	4.000 SY	_____.	_____.
0208	604.9010.S Slope Paving Repair Crushed Aggregate	81.000 CY	_____.	_____.
0210	606.0100 Riprap Light	9.000 CY	_____.	_____.
0212	606.0200 Riprap Medium	11.000 CY	_____.	_____.
0214	611.0603 Inlet Covers Type A-S	12.000 EACH	_____.	_____.
0216	611.8115 Adjusting Inlet Covers	35.000 EACH	_____.	_____.
0218	611.8120.S Cover Plates Temporary	12.000 EACH	_____.	_____.
0220	612.0406 Pipe Underdrain Wrapped 6-Inch	129.000 LF	_____.	_____.
0222	614.0150 Anchor Assemblies for Steel Plate Beam Guard	3.000 EACH	_____.	_____.
0224	614.0397 Guardrail Mow Strip Emulsified Asphalt	414.000 SY	_____.	_____.
0226	614.0905 Crash Cushions Temporary	12.000 EACH	_____.	_____.
0228	614.2300 MGS Guardrail 3	952.000 LF	_____.	_____.
0230	614.2500 MGS Thrie Beam Transition	195.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 9 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0232	614.2610 MGS Guardrail Terminal EAT	1.000 EACH	_____.	_____.
0234	616.0406 Fence Chain Link Salvaged 6-FT	50.000 LF	_____.	_____.
0236	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1227-08-76	1.000 EACH	_____.	_____.
0238	619.1000 Mobilization	1.000 EACH	_____.	_____.
0240	624.0100 Water	50.000 MGAL	_____.	_____.
0242	625.0500 Salvaged Topsoil	2,450.000 SY	_____.	_____.
0244	628.1504 Silt Fence	800.000 LF	_____.	_____.
0246	628.2004 Erosion Mat Class I Type B	2,800.000 SY	_____.	_____.
0248	629.0210 Fertilizer Type B	2.000 CWT	_____.	_____.
0250	630.0130 Seeding Mixture No. 30	50.000 LB	_____.	_____.
0252	630.0170 Seeding Mixture No. 70	1.000 LB	_____.	_____.
0254	630.0500 Seed Water	30.000 MGAL	_____.	_____.
0256	636.0100 Sign Supports Concrete Masonry	8.000 CY	_____.	_____.
0258	636.1000 Sign Supports Steel Reinforcement HS	1,860.000 LB	_____.	_____.
0260	636.1500 Sign Supports Steel Coated Reinforcement HS	790.000 LB	_____.	_____.



## Proposal Schedule of Items

Page 10 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0262	638.3155 Removing Overhead Sign Supports Full Span (structure) 01. STA. 3568+30; S-05-37	1.000 EACH	_____.	_____.
0264	641.6600 Sign Bridge (structure) 01. S-05-145	LS	LUMP SUM	_____.
0266	643.0300 Traffic Control Drums	111,850.000 DAY	_____.	_____.
0268	643.0420 Traffic Control Barricades Type III	7,360.000 DAY	_____.	_____.
0270	643.0705 Traffic Control Warning Lights Type A	14,720.000 DAY	_____.	_____.
0272	643.0715 Traffic Control Warning Lights Type C	12,570.000 DAY	_____.	_____.
0274	643.0900 Traffic Control Signs	26,785.000 DAY	_____.	_____.
0276	643.0910 Traffic Control Covering Signs Type I	2.000 EACH	_____.	_____.
0278	643.0920 Traffic Control Covering Signs Type II	3.000 EACH	_____.	_____.
0280	643.1000 Traffic Control Signs Fixed Message	185.000 SF	_____.	_____.
0282	643.1050 Traffic Control Signs PCMS	84.000 DAY	_____.	_____.
0284	643.1055.S Truck or Trailer Mounted Attenuator	7.000 DAY	_____.	_____.
0286	643.1200.S Portable Automated Real-Time Traffic Queue Warning System	165.000 DAY	_____.	_____.
0288	645.0120 Geotextile Type HR	30.000 SY	_____.	_____.
0290	646.1020 Marking Line Epoxy 4-Inch	21,947.000 LF	_____.	_____.
0292	646.3020 Marking Line Epoxy 8-Inch	4,853.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 11 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0294	646.9000 Marking Removal Line 4-Inch	46,815.000 LF	_____.	_____.
0296	646.9100 Marking Removal Line 8-Inch	4,853.000 LF	_____.	_____.
0298	649.0105 Temporary Marking Line Paint 4-Inch	22,312.000 LF	_____.	_____.
0300	690.0150 Sawing Asphalt	8,655.000 LF	_____.	_____.
0302	690.0250 Sawing Concrete	9,855.000 LF	_____.	_____.
0304	715.0502 Incentive Strength Concrete Structures	3,200.000 DOL	1.00000	3,200.00
0306	801.0117 Railroad Flagging Reimbursement	15,600.000 DOL	1.00000	15,600.00
0308	SPV.0060 Special 01. Cleaning and Painting Bearings	16.000 EACH	_____.	_____.
0310	SPV.0075 Special 01. Street Sweeping	20.000 HRS	_____.	_____.
0312	SPV.0090 Special 01. Cleaning Concrete Girder Ends	12.000 LF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**



## Wisconsin Department of Transportation

May 6, 2020

### Division of Transportation Systems Development

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631  
Facsimile (FAX): (608) 266-8459

### NOTICE TO ALL CONTRACTORS:

**Proposal #18: 10227-08-76, WISC 2020 254**  
**Manitowoc – Green Bay**  
**STH 172-Atkinson Drive**  
**IH 43**  
**Brown County**

### Letting of May 12, 2020

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

#### Special Provisions:

Added Special Provisions	
Article No.	Description
4	Prosecution and Progress
5	Lane Rental Fee Assessment (IH 43 Shoulder Reconstruction Only)
6	Traffic

#### Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
455.0605	Tack Coat	GAL	1,490	-192	1,298
460.5224	HMA Pavement 4 LT 58-28 S	Ton	4,900	-630	4,270
643.1000	Signs Fixed Message	SF	185	550	735
643.1200.S	Portable Automated Real-Time Traffic Queue Warning System	Day	165	245	410

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
450.4000	HMA Cold Weather Paving	Ton	0	500	500
614.0920	Salvaged Rail	LF	0	1,199	1,199
614.0951	Replacing Guardrail Rail and Hardware	LF	0	50	50

Deleted Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
204.0165	Removing Guardrail	LF	1,149	-1,149	0

**Plan Sheets:**

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
33	Miscellaneous Quantities- Added 450.400 HMA Cold Weathering Paving, 455.0605 Tack Coat and 460.5224 HMA Pavement 4LT 58-28 S quantities revised.
34	Miscellaneous Quantities- Added 450.400 HMA Cold Weathering Paving, 455.0605 Tack Coat and 460.5224 HMA Pavement 4LT 58-28 S quantities revised.
36	Miscellaneous Quantities- Deleted 204.0165, Removing Guardrail.
36	Miscellaneous Quantities- Added 614.0920 Salvaged Rail, 614.0951 Replacing Guardrail Rail and Hardware.
38	Miscellaneous Quantities- 643.1200.S Portable Automated Real-Time Traffic Queue Warning System, quantities changes and added in distance.

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**

**1227-08-76**

**May 6, 2020**

**Special Provisions**

**4. Prosecution and Progress.**

*Replace entire article language with the following:*

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

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

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

Work cannot begin before July 6, 2020.

**Staging:**

Complete the following by November 13, 2020:

Reconstructing IH 43 shoulders:

- B-05-202, B-05-203, B-05-209, B-05-212, B-05-216, B-05-219, B-05-222, B-05-224
- 16 calendar days
- Can construct same time as B-5-211 & B-5-214
- Single lane closures during restricted times

B-5-208 (IH 43 SB over University Ave)

- Complete Concrete Overlay
- Reconstructing shoulder cannot happen at same time
- Cannot begin work before September 8, 2020
- Contractor to complete concrete overlay prior to November 13, 2020

B-5-211 (N IH 43 on ramp)

- Complete Concrete Overlay
- Full ramp closure is allowed for 35 calendar days
- Contractor to complete concrete overlay prior to November 13, 2020

B-5-214 (STH 54 off ramp)

- Complete Concrete Overlay
- Full ramp closure is allowed for 35 calendar days
- Cannot be closed at the same time as B-5-223
- Contractor to complete concrete overlay prior to November 13, 2020

B-5-219 (IH 43 SB over Danz Ave)

- Contractor has the option to complete concrete overlay prior to November 13, 2020
- Complete concrete overlay prior to July 2, 2021
- Contractor can have barrier wall installed over the Memorial Day Holiday on this structure
- Complete bridge painting

B-5-222 (IH 43 NB over Irwin Ave)

- Contractor has the option to complete concrete overlay prior to November 13, 2020
- Complete concrete overlay prior to May 28, 2021
- Complete bridge painting

B-5-223 (Webster off ramp over Irwin Ave)

- Complete Concrete Overlay
- Cannot begin work before September 8, 2020
- Full closure is allowed for 35 calendar days
- Cannot be closed at the same time as B-5-214
- Contractor to complete concrete overlay prior to November 13, 2020

B-5-224 (IH 43 NB & Webster)

- Contractor to complete concrete overlay prior to November 13, 2020
- Cannot begin work before September 8, 2020
- Cannot be closed the same time as B-5-213 & B-5-216, concrete overlay outside

B-5-224 (IH 43 SB & Webster)

- Contractor has the option to complete concrete overlay prior to November 13, 2020
- Cannot begin work before September 8, 2020
- If contractor starts concrete overlay in 2021, must be completed prior to July 2, 2021
- Contractor can have barrier wall installed over the Memorial Day Holiday on this structure

Painting of the above structures can occur at any time within the allowed 2020 or 2021 timeframe.

### **Winter Shutdown**

Winter shutdown will commence in the Fall of 2020 with the completion of the 2020 work listed above. Do not resume work until March 1, 2021 unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned start of construction in 2021. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

Complete the following in 2021:

B-5-202 (CTH V/Mason Southbound)

- Complete concrete overlay prior to May 28, 2021
- Complete bridge painting

B-5-203 (CTH V/Mason Northbound)

- Complete concrete overlay prior to May 28, 2021
- Complete bridge painting

B-5-205 (IH 43 SB over Superior Rd)

- Complete bridge painting

B-5-206 (IH 43 NB over Superior Rd)

- Complete bridge painting

B-5-209 (IH 43 NB over University Ave)

- Complete concrete overlay prior to May 28, 2021

B-5-210 (IH 43 NB over University Ave)

- Full ramp closure allowed
- Complete concrete overlay prior to May 28, 2021
- Complete with work for S-05-145

B-5-212 (IH 43 SB over STH 54/STH 57 ramps)

- Complete outside half of concrete overlay prior to May 28, 2021
- Contractor can have barrier wall installed over the Memorial Day Holiday on this structure
- Complete inside half of concrete overlay prior to July 2, 2021
- Webster SB on-ramp (B-5-221) cannot be closed during concrete overlay, outside half of B-5-212
- Must be closed concurrently with B-5-215

B-5-213 (IH 43 NB over STH 54/STH 57 ramps)

- Complete concrete overlay prior to May 28, 2021
- Webster NB on-ramp (B-5-224) cannot be closed during concrete overlay, outside half of B-5-213
- Must be closed concurrently with B-5-216

B-5-215 (IH 43 SB over STH 54/STH 57 ramps)

- Complete outside half of concrete overlay prior to May 28, 2021
- Contractor can have barrier wall installed over the Memorial Day Holiday on this structure
- Complete inside half of concrete overlay prior to July 2, 2021
- Webster SB on-ramp (B-5-221) cannot be closed during concrete overlay, outside half of B-5-215
- Must be closed concurrently with B-5-212

B-5-216 (IH 43 NB over STH 54/STH 57 ramps)

- Complete concrete overlay prior to May 28, 2021
- Webster NB on-ramp (B-5-224) cannot be closed during concrete overlay, outside of B-5-216
- Must be closed concurrently with B-5-213

B-5-217 (STH 54 WB)

- Complete bridge painting

B-5-218 (STH 54 EB)

- Complete bridge painting

B-5-219 (IH 43 SB over Danz Ave)

- Contractor has the option to complete concrete overlay prior to November 13, 2020

- Complete concrete overlay prior to July 2, 2021
- Contractor can have barrier wall installed over the Memorial Day Holiday on this structure
- Complete bridge painting

B-5-220 (IH 43 NB over Danz Ave)

- Complete concrete overlay prior to May 28, 2021
- Complete bridge painting

B-5-221 (IH 43 SB over Irwin Ave)

- Complete concrete overlay prior to July 2, 2021
- Webster SB on-ramp, full closure during outside concrete overlay of B-5-221
- Cannot be closed at the same time as B-5-212/215, outside concrete overlay
- Complete bridge painting

B-5-224 (IH 43 NB & Webster)

- Contractor to complete concrete overlay prior to November 13, 2020
- Cannot begin work before September 8, 2020
- Cannot be closed the same time as B-5-213 & B-5-216, concrete overlay outside

B-5-224 (IH 43 SB & Webster)

- Contractor has the option to complete concrete overlay prior to November 13, 2020
- Cannot begin work before September 8, 2020
- If contractor starts concrete overlay in 2021, must be completed prior to July 2, 2021

Contractor can have barrier wall installed over the Memorial Day Holiday on this structure

C-05-59 (south of Greenbriar Rd)

- Complete wingwall prior to October 1, 2021

C-05-72 (Atkinson Dr ramp)

- Complete wingwall work prior to October 1, 2021

S-05-145 (Off ramp to STH 54/57 north/east)

- Complete all work prior to May 28, 2021
- Complete at the same time as B-5-210

Painting of the above structures can occur at any time within the allowed 2020 or 2021 timeframe.  
TMA to be used during parapet repairs of B-5-205/206.

### **Interim Liquidated Damages – Interim Calendar Days**

#### **Structure B-5-211**

Complete all work for bridge B-5-211, concrete overlay under stage construction to open ramp within 35 calendar days from the time the bridge is closed.

If the contractor fails to complete all contract work for B-5-211 within 35 calendar days of the closure date, the department will assess the contractor \$1,250 for damages in interim liquidated damages for each calendar day that B-5-211 remains incomplete beyond 35 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the facility remains incomplete beyond 12:01 AM.

#### **Structure B-5-214**

Complete all work, except bridge girder painting operations, for bridge B-5-214, concrete overlay under stage construction to open ramp within 35 calendar days from the time the bridge is closed.

If the contractor fails to complete all contract work for B-5-214 within 35 calendar days of the closure date, the department will assess the contractor \$2,000 for damages in interim liquidated damages for each calendar day that B-5-214 remains incomplete beyond 35 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the facility remains incomplete beyond 12:01 AM.

#### **Structure B-5-223**

Complete all work for bridge B-5-223, concrete overlay under stage construction to open ramp within 35 calendar days from the time the bridge is closed.

If the contractor fails to complete all contract work for B-5-223 within 35 calendar days of the closure date, the department will assess the contractor \$3,250 for damages in interim liquidated damages for each calendar day that B-5-223 remains incomplete beyond 35 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the facility remains incomplete beyond 12:01 AM.

#### **Interim Liquidated Damages – November 13, 2020**

Complete all 2020 work described above for IH 43 shoulders, B-5-208, B-5-211, B-5-214, and B-5-223, and fully reopen the roadways prior to November 13, 2020. If contractor elects to do B-5-219, B-5-222 and B-5-224 in 2020 than they need to have completed by November 13, 2020.

If the contractor fails to all complete all 2020 work described above for IH 43 shoulders, B-5-208, B-5-211, B-5-214, B-5-219, B-5-222, B-5-223, B-5-224 and fully reopen the roadways prior to November 13, 2020, the department will assess the contractor \$3,750 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, November 13, 2020. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

#### **Interim Liquidated Damages- May 27, 2021**

Complete all concrete overlays and associated incidental work for B-5-202, B-5-203, B-5-209, B-5-210, B-5-212 (outside) and B-5-215 (outside), and sign structure S-05-145, and fully reopen the roadways prior to May 28, 2021.

If the contractor fails to complete the concrete overlays and associated incidental work for B-5-202, B-5-203, B-5-209, B-5-210, B-5-212 (outside) and B-5-215 (outside), and sign structure S-05-145, and fully reopen the roadways prior to May 28, 2021, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day that the work is not completed after 12:01 AM, May 28, 2021. 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.

#### **Interim Liquidated Damages- July 1, 2021**

Complete all remaining concrete overlays, wing wall work, and associated incidental work for B-5-212 (inside half), B-5-215 (inside half), B-05-213, B-5-216, B-5-219, B-5-220, B-5-221, B-5-222, and B-5-224, and fully reopen the roadways prior to July 2, 2021.

If the contractor fails to complete the remaining concrete overlays, wing wall work, and associated incidental work for B-5-212 (inside half), B-5-215 (inside half), B-05-213, B-5-216, B-5-219, B-5-220, B-5-221, B-5-222, and B-5-224, and fully reopen the roadways prior to July 2, 2021, the department will assess the contractor \$7,500 in interim liquidated damages for each calendar day that the work is not completed after 12:01 AM, July 2, 2021. 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.

### **Enhanced Liquidated Damages**

*Replace standard spec 108.11 paragraph (3) as follows:*

The department will assess \$5,000 in daily liquidated damages. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.

### **Fish Spawning**

There shall be no instream disturbance of Unnamed Tributary to Bower Creek (C-5-59 wingwall repair), located as a result of construction activity under or for this contract, from March 1st to June 15th both dates inclusive, in order to avoid adverse impacts upon the spawning of northern pike.

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.

### **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).

If additional construction activities beyond what was originally specified are required to complete the work, approval from the engineer, following coordination with WisDOT REC, is required prior to initiating these activities.

### **Migratory Birds**

Swallow and other migratory birds' nests have been observed on or under the existing bridges. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act.

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

## **5. Lane Rental Fee Assessment. (IH 43 Shoulder Reconstruction Only).**

*Replace entire article language with the following:*

### **A General**

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

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

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule. Coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project.

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

### **B Lane Rental Fee Assessment for Fall 2020 work (IH 43 Shoulder Reconstruction)**

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:

- Lane Rental Rate IH-43 NB - \$500 per 15 minute increments
- Lane Rental Rate IH-43 SB - \$625 per 15 minute increments

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

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

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

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

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

stp-108-065 (20161130)

## **6. Traffic.**

*Replace entire article language with the following:*

### **2020 Construction**

- Nighttime single lane closures allowed for IH 43 for constructing shoulder improvements at the mainline structures during lane closure restriction times.
- Concrete Overlay B-5-208, single lane on IH 43 and ramp closure on 54 NB to IH 43 Southbound. Single lane closure allowed on IH 43 during the time period for work on structure B-5-208.

- Concrete Overlay B-5-211, full closure of IH 43 Southbound SE Ramp, follow detour in plans
- Concrete Overlay B-5-214, full closure of IH 43 Northbound to NW Ramp, follow detour in plans
- Concrete Overlay B-5-219, single lane closure on IH 43 Southbound
- Concrete Overlay B-5-222, single lane closure on IH 43 Northbound
- Concrete Overlay B-5-223, for outside lane construction, full closure of IH 43 Northbound off ramp, follow detour in plans.
- Concrete Overlay B-5-224 NB, full closure of IH 43 Northbound on-ramp for outside, follow detour in plans.
- Concrete Overlay B-5-224 SB, single lane closure on IH 43 Southbound
- Additional lane shifts may be needed for structural painting

The Portable Automated Real-Time Traffic Queue Warning System will be used for IH-43 Northbound and Southbound traffic in 2020.

## **2021 Construction**

### Completed by May 28, 2021

- Concrete Overlay B-5-202, single lane closure on IH 43 Southbound.
- Concrete Overlay B-5-203, single lane closure on IH 43 Northbound
- Concrete Overlay B-5-209, single lane closure on IH 43 Northbound (IH 43 over University Ave)
- Concrete Overlay B-5-210, full closure of IH 43 Northbound off ramp to STH 57 Eastbound, follow detour in plans. During this closure must completely install S-05-145.
- Concrete Overlay B-5-212/215, ramp closure for B-5-215, and single outside lane closure for B-5-212, for completing outside lane construction for both structures.
- Concrete Overlay B-5-213/216 outside, ramp closure for B-5-213 outside, and single lane closures for B-5-216 outside, follow detour in plans.
- Concrete Overlay B-5-220, single lane closure on IH 43 Northbound
- Concrete Overlay B-5-222, single lane closure on IH 43 Northbound

### Completed by July 2, 2021

- Concrete Overlay B-5-212/215, single inside lane closure for B-5-212/215
- Concrete Overlay B-5-219, single lane closure on IH 43 Southbound
- Concrete Overlay B-5-221, single lane closure on IH 43 Southbound and Webster SB on-ramp closure
- Concrete Overlay B-5-224 SB, single lane closure on IH 43 Southbound

The Portable Automated Real-Time Traffic Queue Warning System will be used for IH-43 Northbound and Southbound traffic in 2021.

Full ramp closure of B-05-212, B-05-213, B-05-215, B-05-216, B-05-221, and B-05-224 to complete concrete overlays will use detours.

Follow the construction operations as outlined in the staging overview sheets and other plan details. Items listed below are not limited to, but only highlight construction activities, that are subject to interim completion dates, liquidated damages, or penalties.

## **Detours**

B-5-208 Detour - Route IH 43 southbound STH 54/57 northbound ramp detour traffic to continue STH 54/57 northbound, turn north onto Nicolet Drive, turn west onto STH 54/57 southbound to IH 43 southbound.

B-5-210 Detour - Route IH 43 northbound detour traffic to north to Webster Ave. off-ramp, west onto Webster Ave. south onto IH 43 southbound on-ramp, IH 43 southbound to IH 43 southwest off-ramp east onto STH 54/57 southbound.

B-5-214 - Route IH 43 northbound STH 54/57 southbound ramp detour traffic to STH 54/57 northbound, turn north onto Nicolet Drive, turn west onto STH 54/57 southbound.

B-5-211 - Route IH 43 southbound, STH 54/57 northbound ramp traffic, detour to take IH 43 southbound to E. Mason Street, travel west on E. Mason Street to IH 43 northbound ramp, travel northbound on IH 43 to STH 54/57 southbound ramp.

B-5-213/216 - Route STH 54/57 northbound to IH 43 northbound ramp traffic detour to continue to STH 54/57 northbound, turn north onto Nicolet Drive, turn west onto STH 54/57 southbound, continue to IH 43 on-ramp.

B-5-212/215 - Route STH 54/57 southbound to IH 43 southbound ramp traffic detour to IH 43 northbound ramp, continue on IH 43 northbound to Webster Ave. off-ramp, west onto Webster Ave. south onto IH 43 southbound on-ramp.

B-5-223 – Route - IH 43 northbound traffic/Webster off ramp traffic detour to continue on IH 43 northbound to Atkinson Road, south onto Atkinson Road, south to IH 43 southbound on-ramp.

B-5-224 – Route - Webster Avenue WB Entrance on-ramp to IH 43 northbound traffic, detour traffic to IH 43 SB to STH 54/57 northbound, turn north onto Nicolet Drive, turn west onto STH 54/57 southbound to IH 43 northbound on-ramp.

### **Sign Structure Installation**

Construct sign structure during simultaneous ramp closure.

### **Bridge Painting:**

Bridge painting can occur at any time. Traffic control and closures shall be coordinated with engineer and city.

## Wisconsin Lane Closure System Advance Notification

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

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

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

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

### Temporary Work Zone Clear Zone Working Restrictions.

The temporary work zone clear zone for this project is 18-feet from the edge of traveled way. If auxiliary lanes are present, clear zone is from the outside edge of the auxiliary lane.

Do not perform work in the median at any time unless protected by concrete barrier temporary precast in both directions except as allowed during lane closure periods.

Do not perform work within the clear zone unless protected by concrete barrier temporary precast or a lane closure during the allowed closure periods.

If 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.

ner-104-001 (20181017)

### Lane Closure Restriction Times

I-43 between STH 172 and STH 54/57

Northbound:

- 7:00 AM - 7:00 PM, Monday-Friday
- 9:00 AM - 5:00 PM Saturday
- 11:00 AM - 5:00 PM Sunday

Southbound:

- 6:00 AM - 7:00 PM, Monday-Friday
- 9:00 AM - 6:00 PM Saturday

- 9:00 AM - 7:00 PM Sunday

I-43 between Leo Frigo and STH 54/57

Northbound:

- 6:00 AM - 9:00 AM and 3:00 PM - 6:00 PM, Monday-Thursday
- 6:00 AM - 7:00 PM, Friday
- 9:00 AM - 2:00 PM, Saturday
- 10:00 AM - 3:00 PM, Sunday

Southbound:

- 6:00 AM - 9:00 AM and 3:00 PM - 6:00 PM, Monday-Thursday
- 6:00 AM - 7:00 PM, Friday
- 10:00 AM - 2:00 PM, Saturday
- 10:00 AM - 5:00 PM, Sunday

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

After coordinating with department construction field staff, notify the Northeast Region Traffic Section at (920) 366-8033 (secondary contact number is (920) 360-3107) three business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Region Traffic Unit will review the proposed message and either approve the message or make necessary changes.

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

A reduction of the posted regulatory speed limit from 70 or 65 mph to 55 mph is required when any of the following conditions are created within the project limits: 1. Bi-directional traffic separated by tubular markers. 2. Lane(s) closed and workers are present within 12 feet of the open lane. 3. Lane(s) closed during non-working hours. All other Work Zone configurations and conditions shall reduce the permanent posted speed limit to 60 mph.

No portion of sign text shall be visible when not in use, regardless if it is temporary or permanent regulatory speed limit sign.

During approved temporary regulatory speed limit reductions, install regulatory speed limit signs on the inside and outside shoulders of the roadway at the beginning of the reduced regulatory speed zone, after all locations where traffic may enter the highway segment or every 1/2 mile within the reduced regulatory speed zone. Signs shall be installed at the end of the temporary regulatory speed zone to designate the end of the temporary regulatory speed zone and inform drivers the posted regulatory speed limit reverts back to the original posted speed limit. To minimize possible confusion to the traveling public and to ensure appropriate speed enforcement, enhanced attention to placement and changing of speed limit signs is required.

Coordinate with department construction field staff to notify the Northeast Region Traffic Section with field location(s) of the temporary regulatory speed zone. Primary contact phone number: (920) 366-4747 (secondary contact number is (920) 366-8033). Contact the Northeast Region Traffic Section at least 14 calendar days before installation of the temporary regulatory speed zone. After notification, Northeast Region Traffic will finalize a "Temporary Speed Zone Declaration" to meet statutory requirements, allowing enforcement of this temporary regulatory speed limit.

When construction activities impede the location of a post mounted regulatory speed limit sign, mount the regulatory speed limit sign on portable supports that meet the "crashworthy" definition and height criteria in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

ner-643-055 (20181114)

**Schedule of Items**

Attached, dated May 6, 2020, are the revised Schedule of Items Pages 1 – 11.

**Plan Sheets**

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

Revised: 33, 34, 36, and 38.

END OF ADDENDUM

## HMA PAVEMENT

CATEGORY	STATION	TO	STATION	OFFSET	LOCATION	TACK COAT GAL	455.0605 HMA PAVEMENT 4 LT 58-28 S	460.5224 HMA PAVEMENT 4 LT 58-28 S	450.4000 HMA COLD WEATHER PAVING	REMARKS
0010	3437' NB +15	-	3438' NB +65	RT	IH 43 NB	20	39	-	-	OUTSIDE SHOULDER-4"
	3438' NB +65	-	3440' NB +24	RT	IH 43 NB	11	50	-	-	OUTSIDE SHOULDER-5"
	3441' NB +98	-	3443' NB +52	RT	IH 43 NB	11	51	-	-	OUTSIDE SHOULDER-5"
	3552' NB +27	-	3553' NB +66	RT	IH 43 NB	19	36	-	-	OUTSIDE SHOULDER-4"
	3553' NB +66	-	3555' NB +20	RT	IH 43 NB	11	51	-	-	OUTSIDE SHOULDER-5"
	3556' NB +73	-	3558' NB +31	RT	IH 43 NB	11	54	-	-	OUTSIDE SHOULDER-5"
	3574' NB +20	-	3578' NB +40	RT	IH 43 NB	23	110	-	-	OUTSIDE SHOULDER-5"
	3580' NB +33	-	3581' NB +97	RT	IH 43 NB	10	47	-	-	OUTSIDE SHOULDER-4"
	3658' NB +24	-	3659' NB +74	RT	IH 43 NB	21	40	-	-	OUTSIDE SHOULDER-5"
	3659' NB +74	-	3661' NB +24	RT	IH 43 NB	10	49	-	-	OUTSIDE SHOULDER-5"
	3662' NB +46	-	3663' NB +96	RT	IH 43 NB	11	51	-	-	OUTSIDE SHOULDER-5"
	3438' SB +40	-	3439' SB +95	LT	IH 43 SB	11	50	-	-	OUTSIDE SHOULDER-5"
	3441' SB +75	-	3443' SB +27	LT	IH 43 SB	10	49	-	-	OUTSIDE SHOULDER-5"
	3443' SB +27	-	3444' SB +77	LT	IH 43 SB	20	39	-	-	OUTSIDE SHOULDER-4"
	3570' SB +87	-	3572' SB +44	LT	IH 43 SB	13	61	-	-	OUTSIDE SHOULDER-5"
	3574' SB +20	-	3578' SB +49	LT	IH 43 SB	24	115	-	-	OUTSIDE SHOULDER-5"
	3609' SB +03	-	3610' SB +53	LT	IH 43 SB	11	51	-	-	OUTSIDE SHOULDER-5"
	3611' SB +81	-	3613' SB +31	LT	IH 43 SB	20	39	-	-	OUTSIDE SHOULDER-4"
	3670' SB +67	-	3672' SB +37	LT	IH 43 SB	13	61	-	-	OUTSIDE SHOULDER-5"
	3674' SB +09	-	3675' SB +83	LT	IH 43 SB	13	60	-	-	OUTSIDE SHOULDER-5"
	3675' SB +83	-	3677' SB +33	LT	IH 43 SB	21	40	-	-	OUTSIDE SHOULDER-4"
	3660' NB +91	-	3661' NB +23	RT	IH 43 NB OFF RAMP	10	30	-	-	B-5-223 APPROACH WEDGE
	3662' NB +45	-	3662' NB +94	RT	IH 43 NB OFF RAMP	12	34	-	-	B-5-223 DEPARTURE WEDGE
	114' ES +70	-	115' ES +33	LT/RT	5TH 54/57 EB CONNECTOR	12	36	-	-	B-5-211 APPROACH WEDGE
	116' ES +90	-	117' ES +60	LT/RT	5TH 54/57 EB CONNECTOR	15	44	-	-	B-5-211 DEPARTURE WEDGE
SUBTOTAL						371	1325	0		

## HMA PAVEMENT (CONTINUED)

CATEGORY	STATION	TO	STATION	OFFSET	LOCATION	TACK COAT GAL	455.0605 HMA PAVEMENT 4 LT 58-28 S	460.5224 HMA PAVEMENT 4 LT 58-28 S	450.4000 HMA COLD WEATHER PAVING	REMARKS
0010	3437' NB +61	-	3438' NB +61	LT	IH 43 NB	12	23	-	-	INSIDE SHOULDER-4"
	3438' NB +61	-	3440' NB +14	LT	IH 43 NB	7	34	-	-	INSIDE SHOULDER-5"
	3439' NB +62	-	3440' NB +14	RT	IH 43 NB	5	14	-	-	APPROACH WEDGE
	3441' NB +94	-	3442' NB +51	RT	IH 43 NB	5	15	-	-	DEPARTURE WEDGE
	3441' NB +94	-	3443' NB +47	LT	IH 43 NB	6	30	-	-	INSIDE SHOULDER-5"
	3552' NB +22	-	3553' NB +72	LT	IH 43 NB	12	23	-	-	INSIDE SHOULDER-4"
	3553' NB +72	-	3555' NB +26	LT	IH 43 NB	7	33	-	-	INSIDE SHOULDER-5"
	3554' NB +68	-	3555' NB +26	RT	IH 43 NB	5	15	-	-	APPROACH WEDGE
	3556' NB +81	-	3557' NB +35	RT	IH 43 NB	5	15	-	-	DEPARTURE WEDGE
	3554' NB +54	-	3555' NB +01	RT	IH 43 NB OFF RAMP	7	34	-	-	INSIDE SHOULDER-5"
	3556' NB +28	-	3556' NB +75	RT	IH 43 NB OFF RAMP	11	32	-	-	B-5-210 APPROACH WEDGE
	3573' NB +90	-	3574' NB +44	LT/RT	5TH 54/57 WB CONNECTOR	12	35	-	-	B-5-210 DEPARTURE WEDGE
	3576' NB +09	-	3576' NB +77	LT/RT	5TH 54/57 WB CONNECTOR	14	40	-	-	B-5-214 APPROACH WEDGE
	3569' NB +43	-	3570' NB +93	LT	IH 43 NB	12	23	-	-	INSIDE SHOULDER-4"
	3570' NB +93	-	3572' NB +48	LT	IH 43 NB	7	22	-	-	INSIDE SHOULDER-5"
	3572' NB +48	-	3573' NB +98	RT	IH 43 NB	7	22	-	-	APPROACH WEDGE
	3574' NB +34	-	3574' NB +86	RT	IH 43 NB	8	22	-	-	DEPARTURE WEDGE
	3574' NB +34	-	3578' NB +52	LT	IH 43 NB	16	72	-	-	INSIDE SHOULDER-5"
	3577' NB +86	-	3578' NB +52	RT	IH 43 NB	7	21	-	-	APPROACH WEDGE
	3580' NB +45	-	3581' NB +03	RT	IH 43 NB	6	16	-	-	DEPARTURE WEDGE
	3580' NB +45	-	3582' NB +16	LT	IH 43 NB	7	32	-	-	INSIDE SHOULDER-5"
	3607' NB +55	-	3609' NB +05	LT	IH 43 NB	11	21	-	-	INSIDE SHOULDER-4"
	3609' NB +05	-	3610' NB +57	LT	IH 43 NB	6	27	-	-	APPROACH WEDGE
	3610' NB +01	-	3610' NB +57	RT	IH 43 NB	7	21	-	-	DEPARTURE WEDGE
	3611' NB +72	-	3612' NB +22	RT	IH 43 NB	6	19	-	-	INSIDE SHOULDER-5"
	3611' NB +72	-	3613' NB +22	LT	IH 43 NB	6	28	-	-	INSIDE SHOULDER-5"
	3658' NB +24	-	3659' NB +74	LT	IH 43 NB	18	34	-	-	INSIDE SHOULDER-5"
	3659' NB +74	-	3661' NB +24	LT	IH 43 NB	7	34	-	-	APPROACH WEDGE
	3660' NB +74	-	3661' NB +24	RT	IH 43 NB	5	14	-	-	DEPARTURE WEDGE
	3662' NB +47	-	3662' NB +97	RT	IH 43 NB	5	13	-	-	INSIDE SHOULDER-5"
	3662' NB +47	-	3663' NB +97	LT	IH 43 NB	7	35	-	-	INSIDE SHOULDER-5"
	3669' NB +40	-	3670' NB +50	LT	IH 43 NB	15	28	-	-	INSIDE SHOULDER-4"
	3670' NB +50	-	3672' NB +17	LT	IH 43 NB	8	38	-	-	INSIDE SHOULDER-5"
	3671' NB +35	-	3672' NB +17	RT	IH 43 NB	11	34	-	-	APPROACH WEDGE
	3673' NB +89	-	3674' NB +52	RT	IH 43 NB	1	32	-	-	DEPARTURE WEDGE
	3673' NB +89	-	3675' NB +62	LT	IH 43 NB	8	32	-	-	INSIDE SHOULDER-5"

PROJECT NO: 1227-08-76

HWY: IH 43

COUNTY: BROWN

MISCELLANEOUS QUANTITIES

SHEET: 33

PLOT NAME: \_\_\_\_\_  
PLOT SCALE: 1:1

PLOT BY: \_\_\_\_\_

PLOT DATE: \_\_\_\_\_

Addendum No. 01  
ID 1227-08-76  
Revised Sheet 33  
May 6, 2020

## HMA PAVEMENT (CONTINUED)

CATEGORY	STATION	TO	STATION	OFFSET	LOCATION	TACK COAT GAL	455.0605 HMA PAVEMENT 4 LT 58-28 S	460.5224 HMA COLD WEATHER PAVING TON	REMARKS
0010	3438'SB'+47	-	3439'SB'+99	RT	IH 43 SB	7	31	-	INSIDE SHOULDER-5"
	3439'SB'+41	-	3439'SB'+99	LT	DEPARTURE WEDGE	5	15	-	DEPARTURE WEDGE
	3441'SB'+79	-	3442'SB'+31	LT	IH 43 SB	5	15	-	APPROACH WEDGE
	3441'SB'+79	-	3443'SB'+32	RT	IH 43 SB	7	31	-	INSIDE SHOULDER-5"
	3443'SB'+32	-	3444'SB'+82	RT	IH 43 SB	12	23	-	INSIDE SHOULDER-4"
	3553'SB'+95	-	3555'SB'+51	RT	IH 43 SB	6	30	-	INSIDE SHOULDER-5"
	3554'SB'+98	-	3555'SB'+51	LT	IH 43 SB	7	20	-	DEPARTURE WEDGE
	3556'SB'+95	-	3557'SB'+62	LT	IH 43 SB	9	27	-	APPROACH WEDGE
	3558'SB'+56	-	3560'SB'+03	RT	IH 43 SB	11	21	-	INSIDE SHOULDER-5"
	3570'SB'+79	-	3572'SB'+36	RT	IH 43 SB	7	32	-	INSIDE SHOULDER-4"
	3571'SB'+83	-	3572'SB'+36	LT	IH 43 SB	5	15	-	INSIDE SHOULDER-5"
	3574'SB'+09	-	3574'SB'+75	LT	IH 43 SB	7	21	-	DEPARTURE WEDGE
	3574'SB'+09	-	3578'SB'+33	RT	IH 43 SB	17	81	-	APPROACH WEDGE
	3577'SB'+77	-	3578'SB'+33	LT	IH 43 SB	8	23	-	INSIDE SHOULDER-5"
	3580'SB'+15	-	3580'SB'+94	LT	IH 43 SB	11	32	-	DEPARTURE WEDGE
	3582'SB'+49	-	3583'SB'+49	RT	IH 43 SB	8	36	-	APPROACH WEDGE
	3609'SB'+04	-	3610'SB'+54	RT	IH 43 SB	14	27	-	INSIDE SHOULDER-5"
	3611'SB'+83	-	3612'SB'+34	LT	IH 43 SB	6	29	-	INSIDE SHOULDER-5"
	3611'SB'+83	-	3613'SB'+35	RT	IH 43 SB	4	13	-	DEPARTURE WEDGE
	3613'SB'+83	-	3613'SB'+35	LT	IH 43 SB	5	14	-	APPROACH WEDGE
	3613'SB'+35	-	3614'SB'+85	RT	IH 43 SB	7	31	-	INSIDE SHOULDER-5"
	3659'SB'+75	-	3661'SB'+25	RT	IH 43 SB	13	25	-	INSIDE SHOULDER-4"
	3660'SB'+75	-	3661'SB'+25	LT	IH 43 SB	6	31	-	INSIDE SHOULDER-5"
	3662'SB'+47	-	3663'SB'+97	LT	IH 43 SB	8	22	-	DEPARTURE WEDGE
	3662'SB'+47	-	3663'SB'+97	RT	IH 43 SB	8	24	-	APPROACH WEDGE
	3663'SB'+56	-	3663'SB'+47	LT	IH 43 SB	7	35	-	INSIDE SHOULDER-5"
	3670'SB'+35	-	3672'SB'+25	RT	IH 43 SB	15	29	-	INSIDE SHOULDER-4"
	3671'SB'+35	-	3672'SB'+25	LT	IH 43 SB	9	41	-	INSIDE SHOULDER-5"
	3673'SB'+97	-	3674'SB'+54	LT	IH 43 SB	8	22	-	DEPARTURE WEDGE
	3673'SB'+97	-	3674'SB'+54	RT	IH 43 SB	4	11	-	APPROACH WEDGE
	3675'SB'+66	-	3677'SB'+16	RT	IH 43 SB	8	39	-	INSIDE SHOULDER-5"
						15	28	-	INSIDE SHOULDER-4"
						SUBTOTAL	597	1947	0

Addendum No. 01  
ID 1227-08-76  
Revised Sheet 34  
May 6, 2020

## RUMBLE STRIPS

CATEGORY	STATION	TO	STATION	LOCATION	REMARKS
0010	3437'NB'+11	-	3443'NB'+54	IH 43 NB	465.0400
	3552'NB'+22	-	3558'NB'+43	IH 43 NB	ASPHALTIC SHOULDER
	3569'NB'+28	-	3582'NB'+16	IH 43 NB	RUMBLE
	3607'NB'+51	-	3613'NB'+22	IH 43 NB	STRIPS
	3658'NB'+24	-	3663'NB'+97	IH 43 NB	LF
	3668'NB'+70	-	3675'NB'+62	IH 43 NB	922
	3438'SB'+40	-	3444'SB'+82	IH 43 SB	900
	3553'SB'+94	-	3560'SB'+26	IH 43 SB	488
	3570'SB'+80	-	3584'SB'+32	IH 43 SB	922
	3609'SB'+03	-	3614'SB'+85	IH 43 SB	487
	3659'SB'+74	-	3665'SB'+48	IH 43 SB	1,095
	3670'SB'+56	-	3677'SB'+33	IH 43 SB	908
					450
					993
					PROJECT 1227-08-76 TOTAL
					9,892

## HMA PAVEMENT (CONTINUED)

CATEGORY	STATION	TO	STATION	OFFSET	LOCATION	TACK COAT GAL	455.0605 HMA PAVEMENT 4 LT 58-28 S	460.5224 HMA COLD WEATHER PAVING TON	REMARKS
0010	3439'NB'+62	-	3440'NB'+16	RT	IH 43 NB	8	22	-	APPROACH WEDGE (OUTSIDE HALF)
	3441'NB'+96	-	3442'NB'+31	RT	IH 43 NB	7	21	-	DEPARTURE WEDGE (OUTSIDE HALF)
	3554'NB'+67	-	3555'NB'+22	RT	IH 43 NB	8	22	-	APPROACH WEDGE (OUTSIDE HALF)
	3556'NB'+77	-	3557'NB'+33	RT	IH 43 NB	8	24	-	DEPARTURE WEDGE (OUTSIDE HALF)
	3571'NB'+82	-	3572'NB'+41	RT	IH 43 NB	11	32	-	APPROACH WEDGE (OUTSIDE HALF)
	3574'NB'+27	-	3574'NB'+88	RT	IH 43 NB	12	35	-	DEPARTURE WEDGE (OUTSIDE HALF)
	3577'NB'+85	-	3578'NB'+45	RT	IH 43 NB	9	26	-	APPROACH WEDGE (OUTSIDE HALF)
	3580'NB'+38	-	3581'NB'+03	RT	IH 43 NB	10	28	-	DEPARTURE WEDGE (OUTSIDE HALF)
	3610'NB'+01	-	3610'NB'+55	RT	IH 43 NB	9	26	-	APPROACH WEDGE (OUTSIDE HALF)
	3611'NB'+71	-	3612'NB'+21	RT	IH 43 NB	9	25	-	DEPARTURE WEDGE (OUTSIDE HALF)
	3439'SB'+42	-	3439'SB'+96	LT	IH 43 SB	7	21	-	DEPARTURE WEDGE (OUTSIDE HALF)
	3441'SB'+76	-	3442'SB'+31	LT	IH 43 SB	8	22	-	APPROACH WEDGE (OUTSIDE HALF)
	3555'SB'+00	-	3555'SB'+57	LT	IH 43 SB	10	29	-	DEPARTURE WEDGE (OUTSIDE HALF)
	3557'SB'+03	-	3557'SB'+63	LT	IH 43 SB	10	29	-	APPROACH WEDGE (OUTSIDE HALF)
	3571'SB'+84	-	3572'SB'+41	LT	IH 43 SB	8	24	-	DEPARTURE WEDGE (OUTSIDE HALF)
	3574'SB'+15	-	3574'SB'+76	LT	IH 43 SB	9	26	-	APPROACH WEDGE (OUTSIDE HALF)
	3577'SB'+76	-	3578'SB'+41	LT	IH 43 SB	12	35	-	DEPARTURE WEDGE (OUTSIDE HALF)
	3580'SB'+25	-	3580'SB'+94	LT	IH 43 SB	11	33	-	APPROACH WEDGE (OUTSIDE HALF)
	3660'NB'+74	-	3661'NB'+27	RT	IH 43 NB	7	21	-	DEPARTURE WEDGE (OUTSIDE HALF)
	3662'NB'+47	-	3662'NB'+97	RT	IH 43 NB	7	20	-	APPROACH WEDGE (OUTSIDE HALF)
	3671'NB'+35	-	3672'NB'+05	RT	IH 43 NB	12	35	-	DEPARTURE WEDGE (OUTSIDE HALF)
	3673'NB'+77	-	3674'NB'+49	RT	IH 43 NB	12	36	-	APPROACH WEDGE (OUTSIDE HALF)
	3610'SB'+03	-	3610'SB'+33	LT	IH 43 SB	7	21	-	DEPARTURE WEDGE (OUTSIDE HALF)
	3613'SB'+82	-	3613'SB'+34	LT	IH 43 SB	10	26	-	APPROACH WEDGE (OUTSIDE HALF)
	3660'SB'+75	-	3661'SB'+25	LT	IH 43 SB	7	31	-	DEPARTURE WEDGE (OUTSIDE HALF)
	3662'SB'+46	-	3662'SB'+96	LT	IH 43 SB	11	33	-	APPROACH WEDGE (OUTSIDE HALF)
	3671'SB'+35	-	3672'SB'+21	LT	IH 43 SB	15	43	-	DEPARTURE WEDGE (OUTSIDE HALF)
	3674'SB'+02	-	3674'SB'+54	LT/RT	IH 43 SB	8	23	-	APPROACH WEDGE (OUTSIDE HALF)
					VAIRES	69	235	500	UNDISTRIBUTED
					PROJECT			500	
					SUBTOTAL	330	998	500	
					PROJECT 1227-08-76 TOTAL	1,298	4,270	500	

PROJECT NO: 1227-08-76

HWY: IH 43

COUNTY: BROWN

MISCELLANEOUS QUANTITIES

PROJECT 1227-08-76 TOTAL 1,298 4,270 500

SHEET 34

FILE NAME:

PLOT DATE:

PLOT BY:

PLOT SCALE: 1:1

GUARDRAIL

CATEGORY	LOCATION	614.0920 SALVAGED RAIL LF	614.0397 GUARDRAIL MOW STRIP EMULSIFIED ASPHALT SY	614.0951 REPLACING GUARDRAIL RAIL AND HARDWARE LF	614.2300 MGS GUARDRAIL 3 LF	614.2500 MGS THRIE BEAM TRANSITION LF	614.2610 MGS GUARDRAIL TERMINAL EAT EACH	REMARKS
0010	B-5-213 SE WINGWALL	332	132	-	293	39	1	
	B-5-215 SE WINGWALL	400	132	-	320	78	-	
	B-5-216 SE WINGWALL	417	150	-	339	78	-	
	S-5-145	50	-	50	-	-	-	Remove and replace existing guardrail
PROJECT 1227-08-76 TOTAL		1,199	414	50	952	195	1	

LANDSCAPING SUMMARY

CATEGORY	LOCATION	625.0500 SALVAGED TOPSOIL SY	628.1504 SILT FENCE LF	628.2004 EROSION MAT CLASS I TYPE B SY	629.0210 FERTILIZER TYPE B CWT	630.0130 SEED MIXTURE LB	630.0170 SEED MIXTURE LB	630.0500 SEED WATER MGAL	REMARKS
0010	B-5-213 SE WINGWALL	350	150	400	0.3	7	-	4	
	B-5-215 SE WINGWALL	350	150	400	0.3	7	-	4	
	B-5-216 SE WINGWALL	350	150	400	0.3	7	-	4	
	C-5-59 WINGWALL	400	100	450	0.3	8	-	5	
	C-5-72 WINGWALL	400	100	450	0.3	8	-	5	
	S-5-145	100	-	100	0.1	-	1	-	
UNDISTRIBUTED		500	150	600	0.4	12	-	7	
PROJECT 1227-08-76 TOTAL		2,450	800	2,800	2	50	1	30	

Addendum No. 01  
ID 1227-08-76  
Revised Sheet 36  
May 6, 2020

TRAFFIC CONTROL SUMMARY

STATION PROJECT	643.0300 TRAFFIC CONTROL DRUMS				643.0420 TRAFFIC CONTROL BARRICADES TYPE III				643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A				643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C				643.0900 TRAFFIC CONTROL SIGNS				643.0910 COVERING SIGNS TYPE I				643.0920 COVERING SIGNS TYPE II				643.1000 SIGNS FIXED MESSAGE				643.1050 SIGNS PORTABLE CHANGEABLE MESSAGE				REMARKS																										
	DAYS	EACH	DAYS	EACH	DAYS	EACH	DAYS	EACH	DAYS	EACH	DAYS	EACH	DAYS	EACH	DAYS	EACH	DAYS	EACH	DAYS	EACH	DAYS	EACH	DAYS	EACH	DAYS	EACH	DAYS	EACH	DAYS	EACH	SF	FIXED MESSAGE	PORTABLE MESSAGE	CHANGEABLE MESSAGE																													
	14	325	4,550	25	350	50	700	30	420	45	630	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	14	STAGE 1 MAINLINE																													
	40	145	5,800	18	720	36	1,440	30	1,200	45	1,800	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	14	STAGE 1 RAMP 5 & B-5-208																													
	50	650	32,500	40	2,000	80	4,000	30	1,500	65	3,250	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	14	STAGE 2																													
	45	650	29,250	40	1,800	80	3,600	30	1,350	65	2,925	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	14	STAGE 3																												
	30	425	12,750	35	1,050	70	2,100	30	900	60	1,800	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	14	STAGE 4																												
	60	75	4,500	4	240	8	480	20	1,200	7	420	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	IRVIN AVE. BRIDGE PAINTING																												
	60	75	4,500	4	240	8	480	20	1,200	7	420	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	DANZ AVE. BRIDGE PAINTING																													
	60	75	4,500	4	240	8	480	20	1,200	7	420	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	UNIVERSITY AVE. BRIDGE PAINTING																													
	60	75	4,500	4	240	8	480	20	1,200	7	420	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	STH 54/57 NB BRIDGE PAINTING																													
	60	75	4,500	4	240	8	480	20	1,200	7	420	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	SUPERIOR RD. BRIDGE PAINTING																												
60	75	4,500	4	240	8	480	20	1,200	7	420	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	WASON ST. BRIDGE PAINTING																													
SUBTOTAL FOR TRAFFIC CONTROL																																	0	12,925	14,720	7,360											28																
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
																																	0																														
</																																																															

LOCATION	643.0300 TRAFFIC CONTROL DRUMS		643.0420 TRAFFIC CONTROL BARRICADES TYPE III		643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A		643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C		643.0900 TRAFFIC CONTROL SIGNS		643.0910 COVERING SIGNS TYPE I		643.0920 COVERING SIGNS TYPE II		643.1000 SIGNS FIXED MESSAGE		643.1050 SIGNS PORTABLE CHANGEABLE MESSAGE		REMARKS
	DAYS	EACH	DAYS	EACH	DAYS	EACH	DAYS	EACH	DAYS	EACH	CYCLES	TYPE I	CYCLES	TYPE II	SF	FIXED MESSAGE	PORTABLE MESSAGE	DAYS	
PROJECT	14	325	4,550	25	350	50	700	30	420	45	630	--	--	--	--	--	--	7	SEE DETAILED MO'S IN DETOUR PLAN
	40	145	5,800	18	720	36	1,440	30	1,200	45	1,800	--	--	--	--	--	--	7	SEE DETAILED MO'S IN DETOUR PLAN
	50	650	32,500	40	2,000	80	4,000	30	1,500	65	3,250	--	--	--	--	--	--	7	SEE DETAILED MO'S IN DETOUR PLAN
	45	650	29,250	40	1,800	80	3,600	30	1,350	65	2,925	--	--	--	--	--	--	7	SEE DETAILED MO'S IN DETOUR PLAN
	30	425	12,750	35	1,050	70	2,100	30	900	60	1,800	--	--	--	--	--	--	7	SEE DETAILED MO'S IN DETOUR PLAN
	60	75	4,500	4	240	8	480	20	1,200	7	420	--	--	--	--	--	--	7	SEE DETAILED MO'S IN DETOUR PLAN
	60	75	4,500	4	240	8	480	20	1,200	7	420	--	--	--	--	--	--	7	SEE DETAILED MO'S IN DETOUR PLAN
	60	75	4,500	4	240	8	480	20	1,200	7	420	--	--	--	--	--	--	7	SEE DETAILED MO'S IN DETOUR PLAN
	60	75	4,500	4	240	8	480	20	1,200	7	420	--	--	--	--	--	--	7	SEE DETAILED MO'S IN DETOUR PLAN
	60	75	4,500	4	240	8	480	20	1,200	7	420	--	--	--	--	--	--	7	SEE DETAILED MO'S IN DETOUR PLAN
SUBTOTAL FOR TRAFFIC CONTROL DETOURS																			56
																			735
																			84

PROJECT 1227-08-76 TOTAL

PORTABLE AUTOMATED REAL-TIME TRAFFIC QUEUE WARNING SYSTEM (QWS)

643.1200.S

PORTABLE AUTOMATED  
REAL-TIME TRAFFIC  
QUEUE WARNING SYSTEM

LOCATION	STAGE	DISTANCE (MILES)	(DAY)
IH 43 NB	Fall 2020	8	65
IH 43 SB	Fall 2020	7	55
IH 43 NB	Spring 2021 (March-May)	8	120
IH 43 SB	Spring 2021 (March-May)	7	100
IH 43 NB	Summer 2021	8	35
IH 43 SB	Summer 2021	7	35
Total			410

Addendum No. 01  
ID 1227-08-76  
Revised Sheet 38  
May 6, 2020

PROJECT NO: 1227-08-76

HWY: IH 43

COUNTY: BROWN

MISCELLANEOUS QUANTITIES

SHEET: 38

E

FILE NAME:

PLOT DATE:

PLOT BY:

PLOT NAME:

PLOT SCALE: 1:1



## Proposal Schedule of Items

Page 1 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

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	203.0200 Removing Old Structure (station) 01. STA 701N+23.79	LS	LUMP SUM	_____.
0004	203.0200 Removing Old Structure (station) 02. STA 706S+57.83	LS	LUMP SUM	_____.
0006	203.0200 Removing Old Structure (station) 03. STA 707N+31.15	LS	LUMP SUM	_____.
0008	203.0200 Removing Old Structure (station) 04. STA 511N+60 Barrell Wall Next to Wing 2	LS	LUMP SUM	_____.
0010	203.0200 Removing Old Structure (station) 05. STA 901+00 Northwest Wing	LS	LUMP SUM	_____.
0012	204.0100 Removing Pavement	8,600.000 SY	_____.	_____.
0014	204.0110 Removing Asphaltic Surface	3,400.000 SY	_____.	_____.
0016	204.0115 Removing Asphaltic Surface Butt Joints	9,600.000 SY	_____.	_____.
0020	204.0175 Removing Concrete Slope Paving	4.000 SY	_____.	_____.
0022	205.0100 Excavation Common	4,200.000 CY	_____.	_____.
0024	206.1000 Excavation for Structures Bridges (structure) 01. B-05-213	LS	LUMP SUM	_____.
0026	206.1000 Excavation for Structures Bridges (structure) 02. B-05-215	LS	LUMP SUM	_____.
0028	206.1000 Excavation for Structures Bridges (structure) 03. B-05-216	LS	LUMP SUM	_____.
0030	206.2000 Excavation for Structures Culverts (structure) 01. C-05-59	LS	LUMP SUM	_____.



## Proposal Schedule of Items

Page 2 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	206.2000 Excavation for Structures Culverts (structure) 02.C-05-72	LS	LUMP SUM	_____.
0034	206.5000 Cofferdams (structure) 01. C-05-72	LS	LUMP SUM	_____.
0036	210.1500 Backfill Structure Type A	213.000 TON	_____.	_____.
0038	210.2500 Backfill Structure Type B	16.000 TON	_____.	_____.
0040	211.0100 Prepare Foundation for Asphaltic Paving (project) 01.1227-08-76	LS	LUMP SUM	_____.
0042	213.0100 Finishing Roadway (project) 01.1227-08-76	1.000 EACH	_____.	_____.
0044	305.0110 Base Aggregate Dense 3/4-Inch	780.000 TON	_____.	_____.
0046	305.0120 Base Aggregate Dense 1 1/4-Inch	5,600.000 TON	_____.	_____.
0048	305.0500 Shaping Shoulders	118.000 STA	_____.	_____.
0050	455.0605 Tack Coat	1,298.000 GAL	_____.	_____.
0052	460.2000 Incentive Density HMA Pavement	3,140.000 DOL	1.00000	3,140.00
0054	460.5224 HMA Pavement 4 LT 58-28 S	4,270.000 TON	_____.	_____.
0056	465.0400 Asphaltic Shoulder Rumble Strips	9,892.000 LF	_____.	_____.
0058	502.0100 Concrete Masonry Bridges	18.000 CY	_____.	_____.
0060	502.3101 Expansion Device 01. B-05-211	34.000 LF	_____.	_____.
0062	502.3101 Expansion Device 02. B-05-214	33.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 3 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

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	502.3101 Expansion Device 03. B-5-223	38.000 LF	_____.	_____.
0066	502.3101 Expansion Device 04. B-05-224	105.000 LF	_____.	_____.
0068	502.3200 Protective Surface Treatment	13,769.000 SY	_____.	_____.
0070	502.3210 Pigmented Surface Sealer	2,521.000 SY	_____.	_____.
0072	502.4204 Adhesive Anchors No. 4 Bar	17.000 EACH	_____.	_____.
0074	502.4205 Adhesive Anchors No. 5 Bar	295.000 EACH	_____.	_____.
0076	502.4206 Adhesive Anchors No. 6 Bar	57.000 EACH	_____.	_____.
0078	502.6500 Protective Coating Clear	7.000 GAL	_____.	_____.
0080	504.0100 Concrete Masonry Culverts	16.000 CY	_____.	_____.
0082	505.0400 Bar Steel Reinforcement HS Structures	210.000 LB	_____.	_____.
0084	505.0600 Bar Steel Reinforcement HS Coated Structures	12,950.000 LB	_____.	_____.
0086	505.0904 Bar Couplers No. 4	8.000 EACH	_____.	_____.
0088	505.0905 Bar Couplers No. 5	6.000 EACH	_____.	_____.
0090	505.0906 Bar Couplers No. 6	22.000 EACH	_____.	_____.
0092	505.0907 Bar Couplers No. 7	12.000 EACH	_____.	_____.
0094	509.0301 Preparation Decks Type 1	2,922.000 SY	_____.	_____.



## Proposal Schedule of Items

Page 4 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0096	509.0302 Preparation Decks Type 2	1,759.000 SY	_____.	_____.
0098	509.0500 Cleaning Decks	13,673.000 SY	_____.	_____.
0100	509.1000 Joint Repair	112.000 SY	_____.	_____.
0102	509.1500 Concrete Surface Repair	1,162.000 SF	_____.	_____.
0104	509.2000 Full-Depth Deck Repair	18.000 SY	_____.	_____.
0106	509.2500 Concrete Masonry Overlay Decks	1,331.000 CY	_____.	_____.
0108	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 01. B-5-202	799.000 SY	_____.	_____.
0110	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 02. B-5-203	799.000 SY	_____.	_____.
0112	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 03. B-5-208	831.000 SY	_____.	_____.
0114	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 04. B-5-209	689.000 SY	_____.	_____.
0116	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 05. B-5-210	478.000 SY	_____.	_____.
0118	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 06. B-05-211	595.000 SY	_____.	_____.
0120	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 07. B-05-212	843.000 SY	_____.	_____.
0122	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 08. B-5-213	1,160.000 SY	_____.	_____.



## Proposal Schedule of Items

Page 5 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0124	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 09. B-05-214	557.000 SY	_____.	_____.
0126	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 10. B-05-215	1,090.000 SY	_____.	_____.
0128	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 11. B-05-216	935.000 SY	_____.	_____.
0130	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 12. B-5-219	573.000 SY	_____.	_____.
0132	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 13. B-05-220	669.000 SY	_____.	_____.
0134	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 14. B-05-221	807.000 SY	_____.	_____.
0136	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 15. B-05-222	542.000 SY	_____.	_____.
0138	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 16. B-05-223	527.000 SY	_____.	_____.
0140	509.9010.S Removing Asphaltic Concrete Deck Overlay (structure) 17. B-05-224	1,779.000 SY	_____.	_____.
0142	509.9050.S Cleaning Parapets	6,640.000 LF	_____.	_____.
0144	511.1200 Temporary Shoring (structure) 01. C-5-59	420.000 SF	_____.	_____.
0146	511.1200 Temporary Shoring (structure) 02. C-05-72	61.000 SF	_____.	_____.
0148	516.0500 Rubberized Membrane Waterproofing	20.000 SY	_____.	_____.
0150	517.1800.S Structure Repainting Recycled Abrasive (structure) 01. B-5-205	LS	LUMP SUM	_____.



## Proposal Schedule of Items

Page 6 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0152	517.1800.S Structure Repainting Recycled Abrasive (structure) 02.B-5-206	LS	LUMP SUM	_____.
0154	517.1800.S Structure Repainting Recycled Abrasive (structure) 03. B-5-219	LS	LUMP SUM	_____.
0156	517.1800.S Structure Repainting Recycled Abrasive (structure) 04. B-05-220	LS	LUMP SUM	_____.
0158	517.1800.S Structure Repainting Recycled Abrasive (structure) 05. B-05-221	LS	LUMP SUM	_____.
0160	517.1800.S Structure Repainting Recycled Abrasive (structure) 06. B-05-222	LS	LUMP SUM	_____.
0162	517.1800.S Structure Repainting Recycled Abrasive (structure) 07.B-05-217	LS	LUMP SUM	_____.
0164	517.1800.S Structure Repainting Recycled Abrasive (structure) 08. B-5-218	LS	LUMP SUM	_____.
0166	517.3000.S Structure Overcoating Cleaning and Priming (structure) 01. B-5-202	LS	LUMP SUM	_____.
0168	517.3000.S Structure Overcoating Cleaning and Priming (structure) 02. B-5-203	LS	LUMP SUM	_____.
0170	517.3000.S Structure Overcoating Cleaning and Priming (structure) 03. B-05-211	LS	LUMP SUM	_____.
0172	517.3000.S Structure Overcoating Cleaning and Priming (structure) 04. B-05-214	LS	LUMP SUM	_____.
0174	517.4000.S Containment and Collection of Waste Materials (structure) 01. B-5-202	LS	LUMP SUM	_____.
0176	517.4000.S Containment and Collection of Waste Materials (structure) 02. B-5-203	LS	LUMP SUM	_____.



## Proposal Schedule of Items

Page 7 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0178	517.4000.S Containment and Collection of Waste Materials (structure) 03. B-05-211	LS	LUMP SUM	_____.
0180	517.4000.S Containment and Collection of Waste Materials (structure) 04. B-05-214	LS	LUMP SUM	_____.
0182	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 01. B-5-205	LS	LUMP SUM	_____.
0184	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 02. B-5-206	LS	LUMP SUM	_____.
0186	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 03. B-5-219	LS	LUMP SUM	_____.
0188	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 04. B-05-220	LS	LUMP SUM	_____.
0190	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 05. B-05-221	LS	LUMP SUM	_____.
0192	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 06. B-05-222	LS	LUMP SUM	_____.
0194	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 07. B-05-217	LS	LUMP SUM	_____.
0196	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 08. B-5-218	LS	LUMP SUM	_____.
0198	517.6001.S Portable Decontamination Facility	8.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 8 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0200	601.0452 Concrete Curb & Gutter Integral 30-Inch Type D	260.000 LF	_____.	_____.
0202	603.8000 Concrete Barrier Temporary Precast Delivered	6,071.000 LF	_____.	_____.
0204	603.8125 Concrete Barrier Temporary Precast Installed	12,142.000 LF	_____.	_____.
0206	604.0400 Slope Paving Concrete	4.000 SY	_____.	_____.
0208	604.9010.S Slope Paving Repair Crushed Aggregate	81.000 CY	_____.	_____.
0210	606.0100 Riprap Light	9.000 CY	_____.	_____.
0212	606.0200 Riprap Medium	11.000 CY	_____.	_____.
0214	611.0603 Inlet Covers Type A-S	12.000 EACH	_____.	_____.
0216	611.8115 Adjusting Inlet Covers	35.000 EACH	_____.	_____.
0218	611.8120.S Cover Plates Temporary	12.000 EACH	_____.	_____.
0220	612.0406 Pipe Underdrain Wrapped 6-Inch	129.000 LF	_____.	_____.
0222	614.0150 Anchor Assemblies for Steel Plate Beam Guard	3.000 EACH	_____.	_____.
0224	614.0397 Guardrail Mow Strip Emulsified Asphalt	414.000 SY	_____.	_____.
0226	614.0905 Crash Cushions Temporary	12.000 EACH	_____.	_____.
0228	614.2300 MGS Guardrail 3	952.000 LF	_____.	_____.
0230	614.2500 MGS Thrie Beam Transition	195.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 9 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0232	614.2610 MGS Guardrail Terminal EAT	1.000 EACH	_____.	_____.
0234	616.0406 Fence Chain Link Salvaged 6-FT	50.000 LF	_____.	_____.
0236	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1227-08-76	1.000 EACH	_____.	_____.
0238	619.1000 Mobilization	1.000 EACH	_____.	_____.
0240	624.0100 Water	50.000 MGAL	_____.	_____.
0242	625.0500 Salvaged Topsoil	2,450.000 SY	_____.	_____.
0244	628.1504 Silt Fence	800.000 LF	_____.	_____.
0246	628.2004 Erosion Mat Class I Type B	2,800.000 SY	_____.	_____.
0248	629.0210 Fertilizer Type B	2.000 CWT	_____.	_____.
0250	630.0130 Seeding Mixture No. 30	50.000 LB	_____.	_____.
0252	630.0170 Seeding Mixture No. 70	1.000 LB	_____.	_____.
0254	630.0500 Seed Water	30.000 MGAL	_____.	_____.
0256	636.0100 Sign Supports Concrete Masonry	8.000 CY	_____.	_____.
0258	636.1000 Sign Supports Steel Reinforcement HS	1,860.000 LB	_____.	_____.
0260	636.1500 Sign Supports Steel Coated Reinforcement HS	790.000 LB	_____.	_____.



## Proposal Schedule of Items

Page 10 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0262	638.3155 Removing Overhead Sign Supports Full Span (structure) 01. STA. 3568+30; S-05-37	1.000 EACH	_____.	_____.
0264	641.6600 Sign Bridge (structure) 01. S-05-145	LS	LUMP SUM	_____.
0266	643.0300 Traffic Control Drums	111,850.000 DAY	_____.	_____.
0268	643.0420 Traffic Control Barricades Type III	7,360.000 DAY	_____.	_____.
0270	643.0705 Traffic Control Warning Lights Type A	14,720.000 DAY	_____.	_____.
0272	643.0715 Traffic Control Warning Lights Type C	12,570.000 DAY	_____.	_____.
0274	643.0900 Traffic Control Signs	26,785.000 DAY	_____.	_____.
0276	643.0910 Traffic Control Covering Signs Type I	2.000 EACH	_____.	_____.
0278	643.0920 Traffic Control Covering Signs Type II	3.000 EACH	_____.	_____.
0280	643.1000 Traffic Control Signs Fixed Message	735.000 SF	_____.	_____.
0282	643.1050 Traffic Control Signs PCMS	84.000 DAY	_____.	_____.
0284	643.1055.S Truck or Trailer Mounted Attenuator	7.000 DAY	_____.	_____.
0286	643.1200.S Portable Automated Real-Time Traffic Queue Warning System	410.000 DAY	_____.	_____.
0288	645.0120 Geotextile Type HR	30.000 SY	_____.	_____.
0290	646.1020 Marking Line Epoxy 4-Inch	21,947.000 LF	_____.	_____.
0292	646.3020 Marking Line Epoxy 8-Inch	4,853.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 11 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0294	646.9000 Marking Removal Line 4-Inch	46,815.000 LF	_____.	_____.
0296	646.9100 Marking Removal Line 8-Inch	4,853.000 LF	_____.	_____.
0298	649.0105 Temporary Marking Line Paint 4-Inch	22,312.000 LF	_____.	_____.
0300	690.0150 Sawing Asphalt	8,655.000 LF	_____.	_____.
0302	690.0250 Sawing Concrete	9,855.000 LF	_____.	_____.
0304	715.0502 Incentive Strength Concrete Structures	3,200.000 DOL	1.00000	3,200.00
0306	801.0117 Railroad Flagging Reimbursement	15,600.000 DOL	1.00000	15,600.00
0308	SPV.0060 Special 01. Cleaning and Painting Bearings	16.000 EACH	_____.	_____.
0310	SPV.0075 Special 01. Street Sweeping	20.000 HRS	_____.	_____.
0312	SPV.0090 Special 01. Cleaning Concrete Girder Ends	12.000 LF	_____.	_____.
0314	450.4000 HMA Cold Weather Paving	500.000 TON	_____.	_____.
0316	614.0920 Salvaged Rail	1,199.000 LF	_____.	_____.
0318	614.0951 Replacing Guardrail Rail and Hardware	50.000 LF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.





## Wisconsin Department of Transportation

May 7, 2020

### Division of Transportation Systems Development

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631

Facsimile (FAX): (608) 266-8459

### NOTICE TO ALL CONTRACTORS:

**Proposal #18: 1227-08-76, WISC 2020 254**  
**Manitowoc – Green Bay**  
**STH 172-Atkinson Drive**  
**IH 43**  
**Brown County**

### Letting of May 12, 2020

This is Addendum No. 02, which provides for the following:

#### Schedule of Items:

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
643.5000	Traffic Control	EACH	0	1	1

#### Schedule of Items

Attached, dated May 7, 2020, are the revised Schedule of Items Page 11.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

END OF ADDENDUM



## Proposal Schedule of Items

Page 11 of 11

Proposal ID: 20200512018 Project(s): 1227-08-76

Federal ID(s): WISC 2020254

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0294	646.9000 Marking Removal Line 4-Inch	46,815.000 LF	_____.	_____.
0296	646.9100 Marking Removal Line 8-Inch	4,853.000 LF	_____.	_____.
0298	649.0105 Temporary Marking Line Paint 4-Inch	22,312.000 LF	_____.	_____.
0300	690.0150 Sawing Asphalt	8,655.000 LF	_____.	_____.
0302	690.0250 Sawing Concrete	9,855.000 LF	_____.	_____.
0304	715.0502 Incentive Strength Concrete Structures	3,200.000 DOL	1.00000	3,200.00
0306	801.0117 Railroad Flagging Reimbursement	15,600.000 DOL	1.00000	15,600.00
0308	SPV.0060 Special 01. Cleaning and Painting Bearings	16.000 EACH	_____.	_____.
0310	SPV.0075 Special 01. Street Sweeping	20.000 HRS	_____.	_____.
0312	SPV.0090 Special 01. Cleaning Concrete Girder Ends	12.000 LF	_____.	_____.
0314	450.4000 HMA Cold Weather Paving	500.000 TON	_____.	_____.
0316	614.0920 Salvaged Rail	1,199.000 LF	_____.	_____.
0318	614.0951 Replacing Guardrail Rail and Hardware	50.000 LF	_____.	_____.
0320	643.5000 Traffic Control	1.000 EACH	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.



## Wisconsin Department of Transportation

---

May 7, 2020

**Division of Transportation Systems  
Development**

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631  
Facsimile (FAX): (608) 266-8459

**NOTICE TO ALL CONTRACTORS:**

**Proposal #18: 10227-08-76, WISC 2020 254  
Manitowoc – Green Bay  
STH 172-Atkinson Drive  
IH 43  
Brown County**

**Letting of May 12, 2020**

This is Addendum No. 03, which provides for the following:

**Special Provisions:**

Added Special Provisions	
Article No.	Description
4	Prosecution and Progress

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**

**1227-08-76**

**May 7, 2020**

**Special Provisions**

**4. Prosecution and Progress.**

*Replace entire sections titled Interim Liquidated Damages – November 13, 2020, Interim Liquidated Damages- May 27, 2021, Interim Liquidated Damages- July 1, 2021 with the following:*

**Interim Liquidated Damages – November 13, 2020**

Complete all 2020 work described above for IH 43 shoulders, B-5-208, B-5-211, B-5-214, and B-5-223, B-5-224 NB and fully reopen the roadways prior to November 13, 2020. If contractor elects to do B-5-219, B-5-222 and B-5-224 SB in 2020 than they need to have completed prior to November 13, 2020.

If the contractor fails to all complete all 2020 work described above for IH 43 shoulders, B-5-208, B-5-211, B-5-214, B-5-219, B-5-222, B-5-223, B-5-224 NB/SB and fully reopen the roadways prior to November 13, 2020, the department will assess the contractor \$3,750 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, November 13, 2020. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

**Interim Liquidated Damages- May 28, 2021**

Complete all concrete overlays and associated incidental work for B-5-202, B-5-203, B-5-209, B-5-210, B-5-212 (outside), B-5-213, and B-5-215 (outside), B-5-216, B-5-220, B-5-222, and sign structure S-05-145, and fully reopen the roadways prior to May 28, 2021.

If the contractor fails to complete the concrete overlays and associated incidental work for B-5-202, B-5-203, B-5-209, B-5-210, B-5-212 (outside), B-5-213, and B-5-215 (outside), B-5-216, B-5-220, B-5-222, and sign structure S-05-145, and fully reopen the roadways prior to May 28, 2021, the department will assess the contractor \$5,000 in interim liquidated damages for each calendar day that the work is not completed after 12:01 AM, May 28, 2021. 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.

**Interim Liquidated Damages- July 2, 2021**

Complete all remaining concrete overlays, and associated incidental work for B-5-212 (inside half), B-5-215 (inside half), B-5-219, B-5-221, and B-5-224 SB, and fully reopen the roadways prior to July 2, 2021.

If the contractor fails to complete the remaining concrete overlays, wing wall work, and associated incidental work for B-5-212 (inside half), B-5-215 (inside half), B-5-219, B-5-221, and B-5-224 SB, and fully reopen the roadways prior to July 2, 2021, the department will assess the contractor \$7,500 in interim liquidated damages for each calendar day that the work is not completed after 12:01 AM, July 2, 2021. 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.

**END OF ADDENDUM**