

HIGHWAY WORK PROPOSAL

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

Proposal Number: **015**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Rock	5155-02-62	WISC 2020240	Evansville - Janesville; Cth M To Ush 51 B-53-0906	USH 014

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: June 9, 2020 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 16, 2020	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 5%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: Excavation, Base, HMA Pavement, Asphaltic Surface, Curb and Gutter, Sidewalk, Beam Guard, Pavement Marking, Signs, Traffic Signals, Culvert Pipe Installation	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

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

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

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 5155-02-62, Evansville - Janesville, CTH M to USH 51, USH 14, Rock 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 grading, milling asphaltic surface, base aggregate dense, concrete pavement approach slab, HMA pavement, asphaltic surface, maintenance of Structure B-53-906, pipe culverts, curb and gutter, concrete sidewalk, curb ramps, guardrail, traffic signals, signing, pavement marking, rumble strips and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

Place roadway signing, temporary pavement marking, and devices for traffic control as detailed in the plan, and in conformance to the Wisconsin Manual on Uniform Traffic Control Devices (WMUTCD), latest edition. For each traffic staging switch, adjust signs, pavement marking, and devices for traffic control completely before the end of operations on that day.

Notify property owners at least three calendar days in advance of any work affecting access to their entrance.

Provide the name and number to the following of a local person responsible for the emergency maintenance of traffic control prior to any traffic control being placed, in addition to the engineer:

Wisconsin State Patrol
Rock County Sheriff's Department
City of Janesville Police Department
City of Evansville Police Department

Notify the following 14 calendars days in advance of starting or concluding the detour for USH 14 or CTH H, or closing or reopening bridge B-53-906 over the Rock River:

Wisconsin State Patrol
Rock County Sheriff's Department
All local Police, Fire & EMS departments

Staged Construction:

Schedule of operations shall conform to the construction staging concept and schedule provided in the plan, unless the engineer approves modifications in writing. The substages listed below are shown in the plan. Major items of work associated with each substage are identified.

Stage 1 (USH 14 Open to Thru Traffic):

- Begin mill and HMA pavement overlay for USH 14 and minor side roads.
- Limit work on Rock River bridge B-53-906 to what can be done under through traffic, while maintaining a minimum clear width of 16' during flagging. To avoid a signed width restriction, do not work on guardrail or concrete pavement approach slabs.
- Reconstruct CTH H.
- Begin reconstructing side road intersections at Tolles Road, CTH E, and CTH F.
- Begin replacement of guardrail.

Stage 2 (USH 14 Thru Traffic Detoured for 60 calendar days, utilizing STH 59 and USH 51):

Stage 2A (Rock River bridge closed, prior to start of fall semester classes):

- Complete CTH M signals, curb ramps, and HMA paving from the beginning of the project through the John Lindemann Drive intersection.
- Complete the work on Rock River bridge B-53-906.
- Complete the replacement of approach slabs at bridge B-53-906.
- Complete the reconstruction of CTH E.
- Continue mill and HMA pavement overlay for USH 14 and minor side roads.
- Continue reconstructing side road intersections at Tolles Road and CTH F.
- Continue replacement of guardrail.

Stage 2B (Rock River bridge reopened, after the start of fall semester classes):

- Complete the mill and HMA pavement overlay for USH 14 and minor side roads.
- Complete the reconstruction side road intersections at Tolles Road and CTH F.
- Complete the replacement of guardrail.

Stage 3 (USH 14 Open to Thru Traffic):

- Complete sinusoidal rumble strips and permanent pavement marking.
- Complete all other remaining work.

Restrictions:

Stage 1

Closure of CTH H is allowed for a maximum of 14 calendar days during Stage 1 or Stage 2A. CTH H shall not be closed at the same time that CTH E is closed, or during traffic signals and curb ramp work at CTH M.

Closure of CTH E is allowed for a maximum of 14 calendar days and can be done through Stage 1 and/or Stage 2A. CTH E shall not be closed at the same time that CTH H is closed, or at the same time that Hackbarth Road is closed.

Stage 2

Closure of CTH H (or continuation from Stage 1).

Closure of CTH E (or continuation from Stage 1).

Signed detour for USH 14 is allowed for a maximum of 60 calendar days. The detour shall not be utilized prior to August 3, 2020, after completion of the Rock County Fair. All HMA pavement shall be placed prior to October 2, 2020.

Complete CTH M traffic signals, curb ramps, and HMA paving from the beginning of the project through the John Lindemann Drive intersection within 14 calendar days, and while USH 14 is detoured.

Other

Complete the following and open to traffic prior to August 31, 2020 for the fall school semester for the Janesville and Evansville school districts:

- Repairs to Rock River bridge B-53-906.
- Reconstruction of CTH H intersection.
- Reconstruction of CTH E intersection.
- CTH M traffic signals, curb ramps, and HMA paving from the beginning of the project through the John Lindemann Drive intersection.

During Stages 1, 2B, and 3, provide a minimum clear width of 16' when flagging.

Interim Liquidated Damages – August 30, 2020 Interim Completion Date

The following must be completed prior to August 31, 2020 to the extent that the roadway is fully open to traffic:

- Repairs to Rock River bridge B-53-906.
- Reconstruction of CTH H intersection.
- Reconstruction of CTH E intersection.
- CTH M traffic signals, curb ramps, and HMA paving from the beginning of the project through the John Lindemann Drive intersection.

If the contractor fails to complete any item of the above list prior to August 31, 2020 and open to traffic, the department will assess the contractor \$1,875 in interim liquidated damages for each calendar day that any of the above list is not open to traffic beyond 12:01 AM, August 31, 2020. An entire calendar day will be charged for any period of time within a calendar day after 12:01 AM.

Interim Liquidated Damages – USH 14 Detour

Detour USH 14 for a maximum of 60 calendar days. Do not remove the detour until USH 14 can be reopened to traffic.

If the contractor fails to remove the USH 14 detour and reopen USH 14 to two-way traffic within 60 calendar days, the department will assess the contractor \$1,875 in interim liquidated damages for each calendar day that the USH 14 detour remains beyond 60 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the detour remains after 12:01 AM.

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

Interim Liquidated Damages – October 2, 2020 Interim Completion Date

Complete all HMA paving operations prior to October 3, 2020.

If the contractor fails to complete all HMA paving operations prior to October 3, 2020, the department will assess the contractor \$1,875 in interim liquidated damages for each calendar day that HMA Paving operations remain incomplete beyond 12:01 AM, October 3, 2020. An entire calendar day will be charged for any period of time within a calendar day that the detour remains after 12:01 AM.

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

Milling and Paving Restrictions:

All requirements and restrictions under this heading "Milling and Paving Restrictions" also apply where distressed pavement below the typical depth mill is removed and replaced.

After milling and before placing HMA pavement for USH 14 or for side roads, coordinate with the engineer to inspect the milled surface, and where directed by the engineer, remove and replace distressed pavement below the mill, per the detail in the plan.

Two-way USH 14 traffic may run on a milled surface in one or both lanes if the elevation difference between opposing lanes is less than 2", for up to 24 hours, signed for "Grooved Pavement/35 MPH" (WO8-52/WO13-1), per SDD Traffic Control, Signing on Roadways with Milled Surfaces. Within 24 hours of opening a USH 14 lane to traffic, cover the milled surface with at least one layer of HMA pavement.

Do not expose any asphaltic longitudinal notched wedge to traffic for more than five calendar days, unless agreed to by the engineer

For two-way traffic during all stages, except that part of Stage 2A when the Rock River bridge is closed, the elevation difference between opposing lanes must be less than 2", supplemented with signing for "Uneven Lanes" (W8-11), per Traffic Control, Drop-Off Signing. This signing requirement also applies to that part of Stage 2A when the Rock River bridge is closed.

For an elevation difference of 2" or more between opposing lanes under two-way traffic during that part of Stage 2A when the Rock River bridge is closed, provide a slope of 3:1 or flatter per SDD 15D39, and reduce the elevation difference to less than 2" within 24 hours, or prior to a weekend, whichever comes first.

When HMA pavement layers are brought up to even elevation for opposing lanes during all stages, except that part of Stage 2A when the Rock River bridge is closed, and before opening the roadway to two-way traffic without flagging, provide pavement marking as follows:

- Lower Layer of HMA Pavement: Temporary yellow centerline 4" paint for solid no passing zone lines and 4'-long skips. Place these yellow pavement markings during the same flagging operation as the milling and HMA paving, before opening the roadway to two-way traffic.
- Upper Layer of HMA Pavement: Permanent yellow centerline 4" same day epoxy for solid no passing zone lines and 12.5'-long skips.

After HMA pavement layers are brought up to even elevation for opposing lanes during that part of Stage 2A when the Rock River bridge is closed, and before opening the roadway to two-way traffic without flagging, provide pavement marking as follows:

- Lower Layer of HMA Pavement: Temporary yellow centerline 4" paint for yellow 4'-long skips. For both directions of travel, place DO NOT PASS signs (R4-1, 24"X30") with orange flags, located immediately downstream of each public road intersection, and between intersections, located no more than 1/4-mile apart. Place these yellow pavement markings and temporary signs during the same flagging operation as the milling and HMA paving, before opening the roadway to two-way traffic.
- Upper Layer of HMA Pavement: Permanent yellow centerline 4" same day epoxy for solid no passing zone lines and 12.5'-long skips.

Flag traffic as necessary for the installation of the USH 14 cross culvert at Station 311+20, or the reconstruction of Tolles Road. When opening the roadway to two-way traffic afterward, an unpaved base aggregate dense driving surface is permitted under the following conditions:

- Apply SDD 15D45 ("Traffic Control Signing Roadways with Loose Gravel"). Provide advance advisory signing (WO13-1) of 35 mph for USH 14, and 25 mph for Tolles Road.
- For USH 14, the unpaved surface under two-way traffic is only permitted during Stage 2A when the Rock River bridge is closed, not exceeding a duration of seven calendar days. Do not exceed 25' for the length of unpaved surface. (If the culvert is replaced during any other stage, place at least two layers of HMA pavement for both lanes prior to reopening USH 14 to two-way traffic.)
- For Tolles Road, limit the unpaved surface to seven calendar days.
- Maintain a safe driving surface for the base aggregate dense:
 - Provide a base aggregate dense surface at least 6" thick, at the top matching the surface elevation of the abutting pavement. (Later removal of base aggregate dense for HMA paving will be incidental to other work.)
 - Shape and compact to avoid standing water in case of rain.
 - Monitor and maintain the surface daily to prevent ruts and potholes from developing.

- Provide a minimum clear width of 24' for USH 14 and 20' for Tolles Road, with drums spaced at 25' lining the shoulders to protect drop-offs.
- If necessary, to prevent airborne dust, apply water or Dust Control Surface Treatment. Water/Dust Control Surface Treatment used for this purpose will not be measured and paid for separately but will instead be considered incidental to other items of work.

Fish Spawning

There shall be no instream disturbance of the Rock River as a result of construction activity under or for this contract, from March 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of fish species.

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.

Migratory Birds/Swallows

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 required portions of 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 either by removing unoccupied nests during the non-nesting season or by installing a suitable netting device on the remaining structure prior to nesting activity. Maintain netting until the bridge is removed. Include the cost for preventing nesting in the cost of Removing Old Structure.

Northern Long-eared Bat (*Myotis septentrionalis*)

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

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

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

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

4. Traffic.

Notify the Evansville School District, Janesville School District, and applicable bus services 7 calendar days prior to and 1 day prior to the following traffic changes:

- USH 14 closure and utilization of detour
- Rock River B-53-906 bridge reopening to traffic
- USH 14 fully open to traffic

Except during flagging and the signed detour, maintain two-way through traffic on USH 14.

During Stage 2, provide a signed detour for USH 14 along STH 59 and USH 51. During the detour, accommodate emergency services and buses at all times. For additional information, see the plan, and the article Prosecution and Progress.

During Stage 2A, when Rock River bridge B-53-906 is fully closed for construction, place devices and signs for traffic control in a manner to discourage through mainline traffic from attempting to drive through the USH 14 work zone.

Hourly restrictions for flagging along USH 14 are provided in the table below.

Hourly Restrictions for USH 14 Flagging			
Stage 1, Stage 2B, Stage 3 (Bridge over Rock River Open to Traffic)			Stage 2A (USH 14 through Traffic Detoured & Bridge Closed)
Weekdays – West of CTH E (Starting 7:00 PM Sunday and Concluding 3:00 PM the Following Friday)	Weekdays – At CTH E and East of CTH E (Starting 7:00 PM Sunday and Concluding 7:00 AM the Following Friday)	Weekends – Throughout Project (Starting 7:00 PM Friday and concluding 7:00 AM the Following Monday)	Any Day of Week – Throughout Project
Restricted to 7:00 PM to 3:00 PM the Following Day	Restricted to 7:00 PM to 7:00 AM the Following Morning	Restricted to 7:00 PM to 7:00 AM the Following Morning	No Hourly Restrictions

Restrictions on length of work zone along USH 14 for flagging are provided in the table below.

Maximum Work Zone Length for USH 14 Flagging			
West of CTH H		At CTH H and East of CTH H	
Daytime Hours (7:00 AM to 7:00 PM)	Nighttime Hours (7:00 PM to 7:00 AM)	Daytime Hours (7:00 AM to 7:00 PM)	Nighttime Hours (7:00 PM to 7:00 AM)
1.25 miles	2.0 miles	1.0 miles	2.0 miles

When flagging east of Station 880+25, relocate the WB USH 14 lane drop from its existing location just west of USH 51 to east of USH 51, as shown in the plan, to minimize the potential for queuing to back up into the lane drop. When USH 14 is open to through traffic during Stage 1 or Stage 3, the lane drop may only be relocated during permitted hours for flagging, then moved back to its existing location when USH 14 is reopened to two-way traffic. When USH 14 through traffic is under signed detour during Stage 2, the WB lane drop relocation may remain in place continuously.

At and east of the entrance for Blackhawk Technical College: Center for Transportation Studies (Station 893+25 LT), restrict flagging to the time of day starting one hour after classes end and concluding one hour before classes begin the next day. Limit all work requiring flagging east of Station 893+25 to 7 calendar days. These restrictions are in addition to the above general hourly restrictions for flagging along USH 14.

Side road flagging within 300' of USH 14 matches hourly restrictions for the adjoining section of USH 14. On township-jurisdiction side roads, flagging more than 300' from USH 14 is permitted any time, such as at the north limits of the reconstruction for Tolles Road, Station 54+00TR to Station 56+75TR.

At the CTH M intersection, keep CTH M open to through traffic and USH 14 open to local traffic during Stage 2A work on the traffic signals, curb ramps, and the mill and overlay of the pavement. Limit work at the CTH M intersection to 14 calendar days. Flag to close lanes as needed to construct traffic signal loop detectors half-at-a-time, concurrent with the mill and overlay of the pavement. Before flagging at the CTH M intersection, coordinate with southwest region to either de-energize the traffic signal, or modify its phasing, as described in the article Temporary Timing and Phasing of Traffic Signals.

CTH H may be fully closed continuously for up to 14 calendar days during Stage 1 or Stage 2A. Do not close CTH H concurrently with the CTH E closure, or concurrently with work on traffic signals and curb ramps at CTH M.

CTH E may be fully closed continuously for up to 14 calendar days during Stage 1 or Stage 2A. Do not close CTH E concurrently with the CTH H closure, or concurrently with the Hackbarth Road closure.

Rock County plans to close and detour CTH F, as described under the article Other Contracts.

Tolles Road and other local side roads may intermittently be fully closed, with the following stipulations:

- A side road may only be closed during flagging operations on USH 14 that extend across the intersection with the side road.
- On weekdays during the fall school semester (Stage 2B and 3), closure of a side road is restricted to 7:00 AM to 7:00 PM.
- Concurrent closure of consecutive side roads along the same side of USH 14 is not permitted.
- Closure is not permitted for dead-end side roads having no outlet other than USH 14.

Maintain pedestrian access during the Stage 2A replacement of curb ramps at the USH 14 intersections with CTH M and John Lindemann Drive. As shown in the plan for the north leg crosswalk at CTH M, maintain usable ADA-compliant temporary pedestrian surface plate, barrier, and curb ramps, and removable tape crosswalk and stop line pavement marking. As shown in the plan, maintain usable ADA-compliant temporary pedestrian surface plate and barrier to access existing sidewalk paralleling the side road along the east side of CTH M, and the west side along John Lindemann Drive. Curb ramps may be closed in the SW quadrant of the CTH M intersection, and in both existing locations at the John Lindemann Drive intersection. Limit curb replacement and the temporary condition for pedestrian access to 14 calendar 14 days.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 14 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 Thursday, July 2, 2020 to 6:00 AM Monday, July 6, 2020 for Independence Day;
- From noon Friday, September 4, 2020 to 6:00 AM Tuesday, September 8, 2020 for Labor Day;

stp-107-005 (20181119)

6. Utilities.

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

stp-107-065 (20080501)

Additional information regarding recently relocated utility facilities may be available on permits issued to the utility companies. These permits can be viewed at the Region Office during normal working hours. Contact WisDOT Utility Engineer, Richard Olson, at (608) 982-6153 for further information.

There are underground and overhead utility facilities located within the project limits. Coordinate construction activities with a call to Digger's Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to insure the integrity of underground facilities and maintain code clearance from overhead facilities at all times.

All station locations, offsets and depths that are referenced are approximate locations.

Alliant Energy - Electric has existing overhead **electric** lines within the project limits in the following location:

- Paralleling USH 14 from Station 436+80 to Station 822+00 and from CTH E to the east end of the project. With electric lines paralleling some of the side roads, and some service drops.

Alliant Energies overhead electric work for CTH H (Station 628+65 to Station 647+65, USH 14) (Station 127+00 'H' to 133+00 'H') is as follows

Station	
STA 629+90, 34'LT	Existing pole (46/3) to remain, add pole key
STA 631+60, 33'LT	Discontinue existing pole (48/2), new pole installed at STA 631+60, 45'LT, 8 ft. alley arm
STA 633+70, 48'LT	Existing pole (50/2) to remain, add pole key, contractor to work around pole
STA 634+85, 50'LT	Existing Pole (51/1) to remain
STA 635+85, 53'LT	Existing pole (52/1) to remain, contractor to work around anchor
STA 132+80 'H', 32'RT	Existing pole (0/2) to remain
STA 131+15 'H', 30'RT	Discontinue existing pole (0/1), new pole installed at 131+40 'H', 30'RT, add anchor (0/2)
STA 128+85, 33'RT	Discontinue existing pole (0/52), new pole installed at 129+00 'H' 39'RT, 8 ft. double alley arm, install taller pole extra deep, contractor to work around pole
STA 127+10 'H', 30'RT	Existing pole (0/51) to remain
STA 639+80, 65'LT	Discontinue existing pole (2/1), new pole installed at 639+80, 75'LT, contractor to work around anchor
STA 641+20, 55'LT	Discontinue existing pole (3/00), new pole installed at 641+20, 70'LT
STA 641+35, 50'RT	Existing pole (3/52) to remain
STA 642+10, 42'RT	Existing pole (4/52) to remain
STA 642+60, 44'LT	Discontinue existing pole (4/00), new pole installed at 639+80, 64'LT contractor to work around anchor
STA 644+00, 37'LT	Discontinue existing pole (5/00), new pole installed at 644+00, 54'LT
STA 645+90, 38'RT	Existing pole (8/52) to remain
STA 646+00, 35'LT	Existing pole (8/00) to remain, add span guy to pole 8/52

Overhead electric for CTH E (Station 799+55 to Station 817+05, USH 14) (Station 198+50 'E' to Station 204+84 'RBN').

Station	
STA 800+00, 32'LT	Existing pole (8/0) to remain
STA 802+00, 36'LT	Existing pole (12/0) to remain
STA 803+85, 32'LT	Existing pole (16/1) to remain
STA 806+25, 41'LT	Existing pole (12/1) to remain, contractor to work around
STA 808+00, 53'RT	Existing pole (11/51) to remain, contractor to work around (street light pole)
STA 808+80, 51'LT	Existing pole (26/1) to remain
STA 811+65, 65'LT	Existing pole (31/1) to remain
STA 812+40, 70'RT	Existing pole (15/52) to remain
STA 814+40, 75'LT	Existing pole (37/1) to remain (ATC pole)
STA 817+30, 80'LT	Existing pole (42/1) to remain (ATC pole)
STA 811+65 LT, 50'LT to STA 817+20, 50'LT	This pole line belongs to Windstream-PaeTec is the owner of this pole line
STA 198+40 'E', 40'RT	Existing pole (15/48) to remain
STA 200+55 'E', 45'RT	Existing pole (14/49) to remain, contractor to work around pole
STA 200+55 'E', 45'LT	Existing pole (13/49) to remain
STA 201+00 'E', 54'LT	Install new pole and anchor for span guy
STA 201+25 'E', 43'RT	ATC pole. Alliant Energy is attached to pole (14/50). Alliant Energy's anchoring will be in conflict. Alliant Energy will remove anchoring and install a span guy.
STA 201+70 'E', 45'LT	Existing pole (14/51) to remain, contractor to work around anchors

Overhead electric for CTH F (Station 873+40 to Station 880+25, USH 14) (Station 260+00 'F' to Station 262+00 'F').

Station	
STA 873+40 to STA 880+25	No conflicts, existing poles to remain
STA 260+55 'F', 25'LT	Remove Pole (26/0)
STA 261+50 'F', 25'LT	Install new pole (26/1) and install anchor
STA 261+80 'F', 25'LT	Remove existing pole (26/1)
STA 260+55 'F', 25'LT to STA 261+80 'F', 25'LT	Remove span guy
STA 261+50 'F', 25'LT to STA 261+80 'F', 25'LT	Extend Primary

Pole removals will take place after Charter, Windstream/PaeTec and AT&T have relocated their facilities. Alliant Energy will coordinate with Charter, Windstream/PaeTec and AT&T.

This work is anticipated to be completed prior to construction.

Field contact for Alliant Energy – Electric is Todd Wolfe, (608) 757-7518 office, (608) 295-0544 mobile or email toddwolfe@alliantenergy.com.

Alliant Energy - Gas has existing **gas** facilities within the project limits in the following location

- Paralleling USH 14 from CTH H to the east end of the project. The gas line parallels the south side of USH 14 from CTH H to North River Road, then crosses USH 14 near River Road and parallels the north side of USH 14 east of North River Road. Alliant has gas lines paralleling every side roads at and east of CTH H, some of which cross USH 14. Alliant Energy has 12 service drops crossing USH 14 west of the Rock River, and two service drops crossing USH 14 east of the Rock River.

Alliant Energies gas work for CTH 'H' (Station 628+65 to Station 647+65, USH 14) (Station 127 'H' to Station 133 'H') is as follows:

Station	
STA 628+65 to STA 637+50	No facilities, no conflicts
STA 133+00 'H' LT to STA 131+00 'H' LT	Discontinue existing main including crossing to RT
STA 133+00 'H' RT to STA 131+00 'H' RT	Install new gas main at an approximate 4' depth , STA 133+00, 35' RT, 131+50, 45' RT, 133+00, 60' RT (Reconnect to existing main just north of project)
STA 638+50 LT to STA 640+80 LT	Discontinue gas main including crossing to RT
STA 638+50 LT to STA 639+45 LT	Install new gas main at an approximate 4' depth, STA 638+50, 116' LT, STA 639+00, 95'LT, STA 639+45, 70' LT; Reconnect to existing main at STA 639+45, 56'RT, install crossing at an approximate 5' depth
STA 638+55 RT to STA 639+45 RT	Discontinue existing gas main (Relocate service to salon)
STA 644+78, 30'LT – 40'LT	Lower 10' section 1'
STA 644+80 LT & RT to STA 647+55 LT & RT	No conflicts

Alliant Energies gas work for CTH E (Station 799+55 to Station 817+05, USH 14) (Station 198+50 'E' to 204+84 'RBN):

Station	
STA 799+55 RT to STA 800+50 RT	Existing gas pipe to remain, no conflicts
STA 800+50 RT to STA 814+00 RT	Discontinue existing main
STA 800+50 RT to STA 814+00 RT	Install new main at an approximate 4' depth, (STA 800+50, 24'RT, STA 801+00, 36'RT, STA 802+00, 46'RT, STA 803+00, 53'RT, STA 804+00, 59'RT, STA 805+00, 66 RT, STA 806+00, 71'RT, STA 807+00, 75' RT, STA 808+00, 80' RT) Install new main at an approximate 8' depth (STA 809+00, 85' RT, STA 810+00, 90' RT) Install new main at an approximate 4' depth (S, STA 810+00, 90' RT) Install new main at an approximate 4' depth (STA 811+45, 90' RT, STA 811+70, 65' RT, STA 812+00, 60' RT, STA 814+00, 60' RT) Reconnect to existing main at STA 814+00, 41' RT
STA 814+00 RT to STA 817+05 RT	Existing gas pipe to remain, No conflicts
STA 802+15 RT	Transfer existing service to new main, new pipe at approximate 4' depth
STA 803+00 RT	Transfer existing service to new main, new pipe at approximate 4' depth
STA 198+25 RT to STA 204+45 'RBN' 21' RT	Discontinue existing main

Station	
STA 812+00 RT to STA 204+45 'RBN' 21' RT	Install new main for N Robinson LN at an approximate 4' depth
STA 808+25 RT to STA 198+25 'E' LT & RT	Install new main at an approximate 4' depth, STA 808+25, 85' RT, STA 809+00, 155' RT, STA 202+00 'E' 145' LT, STA 201+00 'E' 60' LT, STA 200+00 'E' 45' LT, STA 199+00 'E' 45' RT, STA 198+25 'E' 35' LT, Cross CTH E and connect to existing main at approximate STA 198+25 'E' RT

Gas work for CTH F (Station 873+40 to Station 880+25, USH 14) (Station 260+00 'F' to Station 262+00 'F').

Station	
STA 873+40 LT to STA 870+45 LT	Existing gas pipe to remain, No conflict
STA 870+45 LT to STA 880+30 LT	Discontinue existing main
STA 874+65, 62' LT to STA 874+65, 40' RT	Discontinue existing main
STA 260+60 'F' 25' LT to STA 261+60 'F' 25' LT	Discontinue existing main
STA 260+60 'F' 50' LT to STA 261+60 'F' 25' LT	Install new gas main at an approximate 4' depth, STA 260+60 'F' 50' LT, STA 261+00 'F' 50' LT, STA 261+60 'F' 25' LT connect to existing main
STA 874+00, 60' LT to STA 880+30, 25' LT	Install new gas main at an approximate 4' depth, STA 874+00 60' LT, STA 874+00 40' RT, STA 876+00 40' RT, STA 878+00 40' RT, STA 878+00 40' RT, STA 880+30 40' RT, STA 880+30 25' LT connect to existing main

This work is anticipated to be completed prior to construction.

Field contact for Alliant Energy – Gas is Todd Wolfe, (608) 757-7518 office, (608) 295-0544 mobile or email toddwolfe@alliantenergy.com.

AT&T Wisconsin has existing **communication** lines within the project limits in the following location

- Paralleling USH 14 along with multiple locations crossing USH 14 throughout the project. Including lines paralleling some of the side roads.

AT&T will be placing sections of cable in conflict at the intersection of Tolles Rd & USH 14, intersection of CTH H & USH 14 and guardrail conflict at Station 479+50 to 484+00. Work will start approximately April 15, 2020 and take approximately 30 working days to complete.

AT&T will adjust facilities around the culvert installation or extension at the following locations during construction; Station 311+20, Station 421+25, Station 634+00, Station 644+50 and will take approximately 10 working days to complete with a 5 working day notification given to AT&T when work can start.

Field contact for AT&T is Carol Anason, (608) 252-2385 office, (608) 622-2079 mobile or email ca2624@att.com.

ATC Management, Inc. (American Transmission Company) has existing 69 kV and 345 kV **aerial transmission line** within the project limits in the following locations

- Crossing USH 14 at Station 676+00. ATC also has an aerial transmission line paralleling USH 14 from CTH E to the east end of the project. No conflicts are anticipated.

Maintain a safe working clearance to the 69 kV and 345 kV conductors at all times based on the latest OSHA requirements.

Field contact for ATC is Doug Vosberg, (608) 677-7650 office or email dvosberg@atcllc.com.

Charter Communications has an existing underground and aerial **communication** lines within the project limits in the following locations

- Aerial facilities are on Alliant Energies power poles within the project limits, Charter will coordinate with Alliant Energy to relocate their facilities in conjunction with Alliant Energies relocation work.
- Charter has underground fiber optic facilities from Station 808+75 to Station 809+80 where road grading is taking place. Contractor shall notify Charter 10 working days prior to work being done so Charter's on-site inspector can be present anytime excavation work is conducted within 10 feet of the facility.

This work is anticipated to be completed prior to construction.

Field contact for Charter Communications is David Moldenhauer, (608) 373-7538 office, (608) 206-0494 mobile, or email david.moldenhauer@charter.com.

City of Evansville – Sewer has existing **sanitary sewer** facilities within the project limits in the following location

- Near and within the USH 14 intersection at CTH M. No conflicts anticipated.

Contact for City of Evansville is Chad Renly, (608) 882-2288 office, (608) 490-1313 mobile or email chad.renly@ci.evansville.wi.gov.

City of Janesville – Sewer has existing **sanitary** facilities within the project limits. No conflicts are anticipated.

Contact for City of Janesville is Craig Thiesenhausen, (608) 373-3471 office, (608) 931-8010 mobile or email Thiesenhausen@ci.janesville.wi.us.

City of Janesville – Water has existing **water** facilities within the project limits in the following location:

- A line paralleling the south side of USH 14 east of Station 887+50 to the east end of the project, with a service drop crossing USH 14 at Station 892+35. No conflicts are anticipated.

Contact for City of Janesville is Craig Thiesenhausen, (608) 373-3471 office, (608) 931-8010 mobile or email Thiesenhausen@ci.janesville.wi.us.

Evansville Water & Light – Water has existing **water** facilities within the project limits in the following locations

- Near and within the USH 14 intersection at CTH M. No conflicts are anticipated.

Contact for Evansville Water & Light is Chad Renly, (608) 882-2288 office, (608) 490-1313 mobile or email chad.renly@ci.evansville.wi.gov.

Evansville Water & Light – Electricity has existing overhead **electric** facilities within the project limits in the following locations:

- The City has an overhead electric line paralleling USH 14 from CTH M to just east of Riley Road, and overhead electric lines paralleling all side roads within that segment except for John Lindemann Drive and the north leg of Weary Road. No conflicts anticipated.

Contact for Evansville Water & Light is Chad Renly, (608) 882-2288 office, (608) 490-1313 mobile or email chad.renly@ci.evansville.wi.gov.

Northern Natural Gas has existing 20-inch diameter gas/petroleum line within the project limits at the following location

- Crossing USH 14 approximately between Station 490+00 and Station 492+00. With depth readings provided by field operations show a minimum cover of 60 inches on the mainline throughout its crossing of USH 14. Minimum of 36 inches of cover must be maintained over Northern Natural Gas's pipeline at all times during all earthwork and other grading modifications. Stopping or sitting over the top of the pipeline, running on in slopes or ditches over the top of the pipeline, at an elevation lower than the roadway top shall not be permitted. No staging of equipment or material over the pipeline shall be permitted. No conflicts are anticipated.

Contractor shall notify Northern Natural Gas's field representative 5 working days prior to working within 25 feet of the pipeline so Northern Natural Gas's field representative can be on site.

Contact for Northern Natural Gas is Lenny Klaas, (402) 530-2806 office, (608) 778-8514 mobile or email Leonard Klaas@nngc.com.

Pae-Tec Communications – see Windstream KDL, LLC.

Rock Energy Co-op has existing overhead and underground **electric** within the project limits in the following locations

- Aerial line paralleling the east side of Fellows Road, crossing USH 14 at Station 421+50. Buried electric line paralleling CTH H to the east, crossing USH 14 at Station 637+78.

Rock Energy will directional bore a new line from Station 127+00'H' to Station 132+00'H' so that they are 10' below existing pavement height from Station 129+00'H' to Station 131+50'H'. Rock Energy will be crossing USH 14 at Station 637+75 and it will be in pipe. Old line will be left discontinued in place at approximately 3 ft. below existing grade.

This work is anticipated to be completed prior to construction.

Field contact for Rock Energy Co-op is Tony Haffelder, (920) 752-4550 office, (920) 728-2379 mobile or email Tonyh@rock.coop.

We Energies – Gas has an existing **gas** line within the project limits in the following location:

- 6" PE gas main crossing on CTH M on the north side of USH 14.
- Two gas mains crossing USH 14 on the East side of CTH M paralleling each other close to one another.
- Paralleling the north side of USH 14 from CTH M to John Lindemann Drive, and in the vicinity of Weary Road. Extended the gas main along USH14 going west from N Weary Rd to approximately Station 244+00.
- Extending the gas main along N Weary Rd south of USH 14.

No conflicts anticipated.

We Energies – Gas has discontinued facilities at the intersection of CTH M and USH 14, and the intersection of N Weary Rd and USH 14.

It is imperative that the highway contractor contact We Energies before removing any gas facilities, to verify that they have been discontinued and carry no natural gas. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification. We-Energies Gas Dispatch, 1 (800) 261-5325.

Field contact for We Energies – Gas is Adam Maring, (608) 328-5679 office, (608) 426-1715 mobile or email adam.maring@we-energies.com.

West Shore Pipeline has a liquid gas/petroleum line within the project limits in the following location

- 12" diameter steel high pressure liquid petroleum pipeline in a 16" diameter steel casing crossing USH 14 at Station 608+25. No conflicts anticipated.

Field contact for West Shore Pipeline is Kevin Carr, (815) 621-9413 mobile or email kcarr@buckeye.com.

Windstream KDL – PaeTec Communications has existing **communications** lines within the project limits is the following locations

- Paralleling USH 14 from Cassidy Road to the east end of the project, and a communication line paralleling Edgewood Drive. West of Edgewood Drive, one-line parallels USH 14, all on the north side except from Station 607+90 to Station 623+30. East of Edgewood Drive, lines parallel USH 14 along both sides.

Windstream to transfer existing aerial attachments to new Alliant Energy – Electric poles at the following locations.

- Station 631+58, 34' LT
- Station 131+19H, 30' RT
- Station 639+79, 60' LT
- Station 641+20, 56' LT
- Station 642+60, 45' LT
- Station 644+03, 38' LT

Windstream to relocate buried fiber & duct 2' south of the north USH 14 ROW between Station 803+85 and Station 811+68. Windstream to convert existing aerial fiber between Station 811+68 and Station 822+00 to buried fiber in duct at an offset of 60'-66' LT.

Existing Windstream-owned poles at the following locations are to be removed:

- Station 811+68, 50' LT
- Station 813+48, 52' LT
- Station 815+33, 52' LT
- Station 817+18, 52' LT
- Station 818+78, 53' LT
- Station 822+00, 61' LT

Windstream to place HH and marker at Station 822+00, 63' LT and tie in to existing buried fiber in duct to the east.

Existing Windstream handhold at Station 875+75, 55' LT to be lowered to accommodate proposed grade cuts. This work is anticipated to be completed prior to construction.

Field contact for Windstream KDL – PaeTec is Eric Becker, (920) 461-9825 office or email eric.becker@windstream.com.

7. Other Contracts.

In 2020, Rock County plans to use county forces to construct improvements to CTH F extending north of USH 14. Construction for CTH F is expected to be from early June to early October. The work on CTH F includes new 4" HMA pavement, minor widening of lanes and shoulders, flattening sharp horizontal curves, and repaving intersections. The north limit for the CTH F project is about six miles north of USH 14, near the Village of Indianford. The county plans to detour CTH F through traffic onto USH 51 and CTH M, overlapping the USH 51 portion of the signed detour for USH 14 between USH 14 to CTH M. Coordinate with the CTH F contractor for traffic control, and proposed work abutting at the USH 14/CTH F intersection for the two projects. The contact for Rock County is Nick Elmer, Assistant Director of Public Works, phone (608) 757-5489 office or (608) 295-2615 cell, email Nick.Elmer@co.rock.wi.us.

8. Railroad Insurance and Coordination - Union Pacific Railroad Company.

A Description

Comply with standard spec 107.17 for all work affecting Union Pacific Railroad Company 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 Union Pacific Railroad Company.

Notify evidence of the required coverage, and duration to David C. LaPlante, Senior Manager-Real Estate-Special and Public Projects, 1400 Douglas St. STOP 1690, Omaha, NE 68179; Telephone: (402) 544-8563; E-mail: dclaplane@up.com.

Also send a copy to the following: Teri Beckman, SW Madison Region Railroad Coordinator; 2101 Wright Street, Madison, WI 53704; Telephone (608) 733-1923; E-mail: teri.beckman@dot.wi.gov.

Include the following information on the insurance document:

- Project ID: 5155-02-30
- Project Location: Evansville, Wisconsin
- Route Name: USH 14, Rock County
- Crossing ID: 178049D
- Railroad Subdivision: Harvard
- Railroad Milepost: 105.55
- Work Performed: Detour for work on HWY 14 will be going over this crossing for about two weeks.

A.2 Train Operation

Approximately 47 through freight trains operate daily at up to 5 mph to 10 mph.

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

Construction Contact

Chris T. Keckeisen, Manager Special Projects - Industry & Public Projects Engineering Department; 1400 Douglas, MS 0910, Omaha, NE, 68179; Telephone (402) 5445131; E-mail ctkecke@up.com or Richard Ellison, Project coordinator, 207 Powell Avenue, Labadie, MO, 63055; Telephone (847) 323-7197; E-mail richardellison@up.com 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

See Construction Contact. If more than 30 days of flagging is required contact UP 30 days prior to needing a flagger on site. Reference the Wisconsin Milepost and Subdivision located in A.1.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact the UP Call Before You Dig line at (800) 336-9193 at least five working days before the locate is needed. Normal business hours are 6:30 AM to 6:30 PM, Central Time, Monday through Friday, except holidays and are subject to change. Calls will be routed at all times in case of an emergency. Reference the Wisconsin Milepost and Subdivision located in A.1.

UP will only locate railroad owned cable 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

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.

A.6 Rail Security Awareness and Contractor Orientation

Prior to entry on railroad right-of-way, the contractor shall arrange for on-line security awareness and contractor orientation training and testing and be registered through "e-RAILSAFE" for all contractor and subcontractor employees working on railroad right-of-way. See e-railsafe.com "Information". The security awareness and contractor orientation training is shown under the railroad's name.

The department has secured right of entry to railroad property; neither the contractor nor subcontractors or their employees will be required to sign a right of entry form.

The security awareness and contractor orientation certification is valid for 2 year(s) and must be renewed for projects that will carry over beyond the 2 year period. Contractor and subcontractor employees shall wear the identification badge issued by e-RAILSAFE when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

stp-107-026 (20190506)

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

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Alex Hagen at (608) 246-3830. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

10. Construction Over or Adjacent to Navigable Waters.

The Rock River is classified as a federal navigable waterway under standard spec 107.19.

stp-107-060 (20171130)

This reach of the Rock River is regularly used by recreational watercraft. It will be necessary to place navigational aids around the construction area during construction. A Waterway Marker Application and Permit is required for both types of navigational markers (informational vs. control/restrictive) prior to construction. A local ordinance will also be required for buoys that control or restrict navigation. Adequate time should be allowed for the passage of an ordinance with the local municipality. A local ordinance is not required for information navigational aids (a waterway marker permit is required). The Wisconsin Department of Natural Resources will determine which type of navigational aids are needed according to the project design and methods used during construction. The general steps for submission of a Waterway Marker Application and Permit are as follows:

1. Please fill out the Waterway Marker Application and Permit form here:
<http://dnr.wi.gov/files/PDF/forms/8700/8700-058C.pdf>
2. The Wisconsin Department of Transportation should be listed as the applicant.
3. Be sure to include an aerial map-diagram or engineered-diagram of the work location and the placement of the waterway markers (buoys). If proposed GPS coordinates for each buoy are not provided, then markers placed on the diagram must show distance (in feet) from each marker location and from one permanent fixture as a benchmark.
4. Provide the completed application/permit to the local municipality having jurisdictional authority over the area in which the waterway markers will be placed. If an ordinance is required, consult with the local municipality regarding their ordinance process.
5. Forward the signed application/permit to the Boating Program Specialist:

Penny Kanable
Wisconsin Department of Natural Resources
101 S. Webster Street – LE/8
Madison, WI 53703
(608) 228-9352
Penny.kanable@wisconsin.gov
6. The Boating Program Specialist will communicate with the local Warden and Recreational Safety Warden in processing and finalizing the permit. If the permit application is incomplete or additional information is needed, the Boating Program Specialist will work with DNR's Regional DOT Liaison to resolve.

7. Permanent Navigational Aids: The process outlined above will also apply to the placement of permanent navigational aids. This includes modifications, additions or temporary relocations of existing navigational aids. The locations of existing buoys (or other navigational aids) must be included in the permit application.

11. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found, Structure B-53-906.

John Roelke, License Number All-119523, inspected Structure B-53-906 for asbestos on July 18, 2013 and June 15, 2015. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Alex Hagen, PE, WisDOT SW Region, (608) 246-3830.

In accordance with NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Alex Hagen, PE, WisDOT SW Region, (608) 246-3830 and DOT BTS-ESS attn: Hazardous Materials Specialist, PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-53-906, STH 19 over the Rock River
- Site Address: 3.6 miles East of JCT CTH H, Section 10 and 15, T3N, R12E, Town of Janesville, Rock County, Wisconsin.
- Ownership Information: WisDOT Transportation SW Region, 2101 Wright Street, Madison, WI 53704-2559
- Contact: Alex Hagen, PE, WisDOT SW Region
- Phone: (608) 246-3830
- Age: 72 years old. This structure was constructed in 1948.
- Area: 13440 SF of deck

Insert the following paragraph in Section 6.g.:

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

stp-107-125 (20120615)

12. Notice to the Contractor – Inadvertent Discovery of Contaminated Soil.

A.1 Description

Underground contamination is present underneath USH 14 just east of the CTH H intersection and is located well below the limits of the proposed excavation. The following provision is included in case any contaminants are identified at this location or other locations during construction.

A.2 Notice to the Contractor – Inadvertent Discovery of Contaminated Soil

If contaminated material or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer.

A.3 Coordination

Coordinate work under this contract with the environmental consultant retained by the department:

Contact Sharlene TeBeest
 WisDOT BTS-ESS
Address: RM 451 Hill Farm State Building
 4802 Sheboygan Ave.
 Madison WI 53707-7965
Office: (608) 266-1476
Cell: (608) 692-4546
Email: sharlene.tebeest@dot.wi.gov

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the treatment and disposal facility;
3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
4. Obtaining the necessary approvals for disposal of contaminated soil from the treatment and disposal facility.

A.4 Protection of Groundwater Monitoring Wells

Unabandoned groundwater monitoring wells are not expected to be present within the construction limits. If encountered, notify the environmental consultant and coordinate with the environmental consultant the abandonment or adjustment of the wells by others. The environmental consultant will provide maps indicating locations of all known monitoring wells, if requested by contractor.

13. Archaeological Site.

The Ball Tavern Cemetery is located in the northwest corner of the USH 14/Tolles Road intersection at Station 308+00 within the limits shown on the plans.

Notify the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at (608) 266-0099 at least two weeks before commencement of any ground disturbing activities. BTS-EPDS will determine if a qualified archaeologist will need to be on site during construction of this area.

Do not use the site for borrow or waste disposal. Do not use the site area not currently capped by asphalt/concrete for the staging of personnel, equipment and/or supplies.

stp-107-220 (20180628)

A 157.70 petition/authorization has been issued by WisDOT for the work in this area. If human bone is discovered during construction, cease work activities immediately and WisDOT should contact the Wisconsin Historical Society at 1 (800) 342-7834 or (608) 264-6507 for compliance with Wis. Statute 157.7- regarding the protection of human burial sites.

14. Historical Sites.

Historical properties are located along USH 14 from Station 243+20 to 248+00 LT and Station 883+75 to 889+50 LT. Safety fence is included in the plans for installation just inside the right-of-way line to prevent any work from occurring beyond those limits.

15. Notice to Contractor, Geodetic Survey Control Stations.

Destroying Geodetic Survey Control Station DF9817

JANESVILLE C GPS (DF9817) is located at approximately Station 805+50, 32' RT, within proposed limits for grading.

When removing the concrete base, separate and salvage the disk. Retain the disk in the field office for WisDOT Central Office Geodetic Surveys Unit staff to collect and deliver to the NGS Regional Geodetic Advisor – Great Lakes Region (MI-IN-IL-WI).

The cost of removing and salvaging the disk will be incidental to the bid item “Removing Concrete Bases.”

JANESVILLE C GPS shall be eliminated from the Wisconsin Geodetic Survey Control Network and the data sheet removed from the National Spatial Reference System (NSRS) database after the disk has been delivered to the NGS Regional Geodetic Advisor - Great Lakes Region (MI-IN-IL-WI).

Avoiding Geodetic Survey Control Station DF9816

1V07 (DF9816) is located at approximately Station 735+50, 30' RT, outside the limit of proposed work.

Do not damage, disturb, bump, or move the monument during construction operations. Keep equipment for milling, HMA paving, shoulder work, rumble strips, pavement marking, or any other operation, at least ten feet away from the monument.

Contact

Notify the contact below for the following: 1) at least five working days prior to working within 100-feet of a geodetic survey control station; 2) after the disk for JANESVILLE C GPS (DF9817) has been removed, salvaged, and stored at the field office; 3) if 1V07 (DF9816) is disturbed, bumped, or moved during construction operations.

Jacob Rockweiler, P.E., WisDOT Wisconsin Height Modernization Program Manager, phone (608) 243-5992, email jacob.rockweiler@dot.wi.gov.

Resources

Additional information about geodetic survey control stations is provided in the Construction Materials Manual (CMM), Section 7-85.2, at the following link:

<https://wisconsindot.gov/rdwy/cmm/cm-07-85.pdf>

16. Temporary Timing and Phasing of Traffic Signals.

The maintaining authority may elect to temporarily retime one or more of the following traffic signals during the signed detour for USH 14: USH 14/CTH M; USH 51/STH 59; USH 14/USH 51. Contact Collin Webb of the department's southwest region (SWR) office at (608) 792-5824 one calendar week (seven days) prior to either initiating or concluding the signed detour for USH 14.

When constructing improvements to the CTH M traffic signal, provide a typical condition maintaining all vehicular traffic movements at the intersection, with the traffic signal in service. When the north leg crosswalk is temporarily relocated and/or the west leg crosswalk is closed, cover the pedestrian crossing signals. Prior to flagging at the intersection to mill and overlay the asphalt pavement or work on a loop detector, coordinate with SWR to temporarily have the traffic signal either de-energized, or the phasing adjusted to flash (red-red) mode. Contact Collin Webb one calendar week (seven days) prior to initiating work on the CTH M traffic signal, or in advance of flagging through the intersection.

17. Select Borrow.

Conform to standard spec 208 as modified in this special provision.

Material

Furnish and use material that consists of granular material meeting the following requirements: Not more than 25% of that passing the No. 4 sieve shall pass the No. 200 sieve.

stp-208-005 (20031103)

18. Hauling Excess Shoulder Material, Item 305.0504.S.

A Description

This special provision describes moving excess suitable shoulder material longitudinally along the roadway to areas of deficiency as the engineer directs.

B (Vacant)

C Construction

After the asphaltic removing or salvaging operation, move the suitable shoulder material, which is in excess after shaping the shoulders to the required cross section, to areas of deficiency as the engineer directs.

D Measurement

The department will measure Hauling Excess Shoulder Material in volume by the cubic yard in the vehicle.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
305.0504.S	Hauling Excess Shoulder Material	CY

Payment is full compensation for loading, hauling, placing, and for compacting the material.

stp-305-010 (20030820)

19. Base Aggregate Dense ¾-Inch, Item 305.0110.

Revise standard spec 301.2.4.3 as follows:

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

(SWR 305.01-09212015)

20. Base Aggregate Dense 1 ¼-Inch, Item 305.0120.

Revise standard spec 305.2.2.1 when base is ≥ 50% crushed gravel as follows:

Use 1 ¼-Inch base aggregate that conforms to the following gradation requirements.

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

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

(SWR 305.02-08032016)

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

A Description

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

Perform work according to standard spec 460 and as follows.

B Materials

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

C Construction

C.1 Test Strip

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

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

C.1.1 Sampling and Testing Intervals

C.1.1.1 Volumetrics

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

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

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

C.1.1.2 Density

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

C.1.2 Field Tests

C.1.2.1 Density

For contracts that include STSP 460-020 QMP Density in addition to PWL, a gauge comparison according to CMM 8-15.7 shall be completed prior to the day of test strip construction. Daily standardization of gauges on reference blocks and a project reference site shall be performed according to CMM 8-15.8. A standard count shall be performed for each gauge on the material placed for the test strip, prior to any additional data collection. Nuclear gauge readings and pavement cores shall be used to determine nuclear gauge correlation according to Appendix A. The two to three readings for the five locations across the mat for each of two zones shall be provided to the engineer. The engineer will analyze the readings of each gauge relative to the densities of the cores taken at each location. The engineer will determine the average difference between the nuclear gauge density readings and the measured core densities to be used as a constant offset value. This offset will be used to adjust raw density readings of the specific gauge and shall appear on the density data sheet along with gauge and project identification. An offset is specific to the mix and layer; therefore, a separate value shall be determined for each layer of each mix placed over a differing underlying material for the contract. This constitutes correlation of that individual gauge for the given layer. Two gauges per team are not required to be onsite daily after completion of the test strip. Any data collected without a correlated gauge will not be accepted.

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

The target maximum density to be used in determining core density is the average of the three volumetric/mix Gmm values from the test strip multiplied by 62.24 lb/ft³. In the event mix and density portions of the test strip procedure are separated, or if an additional density test strip is required, the mix portion must be conducted prior to density determination. The target maximum density to determine core densities shall then be the Gmm four-test running average (or three-test average from a PWL volumetric-only test strip) from the end of the previous day's production multiplied by 62.24 lb/ft³. If no PWL production volumetric test is to be taken in a density-only test strip, a non-random three-part split mix sample will be taken and tested for Gmm by the department representative. The department Gmm test results from this non-random test will be entered in the HMA PWL Test Strip Spreadsheet and must conform to the Acceptance Limits presented in C.2.1.

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

C.1.3 Laboratory Tests

C.1.3.1 Volumetrics

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

Theoretical maximum specific gravities of each mixture sample will be obtained according to AASHTO T 209 as modified in CMM 8-36.6.6. Bulk specific gravities of both gyratory compacted samples and field cores shall be determined according to AASHTO T 166 as modified in CMM 8-36.6.5. The bulk specific gravity values determined from field cores shall be used to calculate a correction factor (i.e., offset) for each QC and QV nuclear density gauge. The correction factor will be used throughout the remainder of the layer.

C.2 Acceptance

C.2.1 Volumetrics

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

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

^[1] Asphalt content more than -0.5% below the JMF will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1.

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

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

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

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

C.2.2 Density

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

TABLE 460-3 MINIMUM REQUIRED DENSITY^[1]

LAYER	MIXTURE TYPE	
	LT & MT	HT
LOWER	93.0 ^[2]	93.0 ^[3]
UPPER	93.0	93.0

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

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

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

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

C.2.3 Test Strip Approval and Material Conformance

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

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

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

PWL Test Strip Approval and Material Conformance Criteria

PWL Value for Air Voids and Density	Test Strip Approval	Material Conformance	Post-Test Strip Action
Both PWL \geq 75	Approved ¹	Material paid for according to Section E.	Proceed with Production
$50 \leq$ Either PWL $<$ 75	Not Approved	Material paid for according to Section E.	Consult BTS to determine need for additional test strip.
Either PWL $<$ 50	Not Approved	Unacceptable material removed and replaced or paid for at 50% of the contract unit price according to Section E.	Construct additional Volumetrics or Density test strip as necessary.

¹ In addition to these PWL criteria, mixture volumetric properties must conform to the limits specified in C.2.1, split sample comparison must have a passing result and an acceptable gauge-to-core correlation must be completed.

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

- Passing/Resolution of Split Sample Comparison
- Volumetrics/mix PWL value \geq 75
- Density PWL value \geq 75
- Acceptable correlation

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

D Measurement

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

E Payment

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

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

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

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

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

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

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

PAY ADJUSTMENT FOR HMA PAVEMENT AIR VOIDS & DENSITY

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

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

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

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

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

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

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

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

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

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

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

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

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22. HMA Pavement Percent Within Limits (PWL) QMP.

A Description

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

B Materials

Conform to the requirements of standard spec 450, 455, and 460 except where superseded by this special provision. The department will allow only one mix design for each HMA mixture type per layer required for the contract, unless approved by the engineer. The use of more than one mix design for each HMA pavement layer will require the contractor to construct a new test strip according to HMA Pavement Percent Within Limits (PWL) QMP Test Strip Volumetrics and HMA Pavement Percent Within Limits (PWL) QMP Test Strip Density articles at no additional cost to the department.

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

460.2.8.2.1.3.1 Contracts under Percent within Limits

(1) Furnish and maintain a laboratory at the plant site fully equipped for performing contractor QC testing. Have the laboratory on-site and operational before beginning mixture production.

(2) Obtain random samples and perform tests according to this special provision and further defined in Appendix A: *Test Methods & Sampling for HMA PWL QMP Projects*. Obtain HMA mixture samples from trucks at the plant. For the subplot in which a QV sample is collected, discard the QC sample and test a split of the QV sample.

(3) Perform sampling from the truck box and three-part splitting of HMA samples according to CMM 8-36. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield three splits for all random sampling per subplot. All QC samples shall provide the following: QC, QV, and Retained. The contractor shall take possession and test the QC portions. The department will observe the splitting and take possession of the samples intended for QV testing (i.e., QV portion from each sample)

and the Retained portions. Additional sampling details are found in Appendix A. Label samples according to CMM 8-36. Additional handling instructions for retained samples are found in CMM 8-36.

(4) Use the test methods identified below to perform the following tests at a frequency greater than or equal to that indicated:

- Blended aggregate gradations according to AASHTO T 30.
- Asphalt content (AC) in percent determined by ignition oven method according to AASHTO T 308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T 164 Method A or B, or automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1.
- Bulk specific gravity (Gmb) of the compacted mixture according to AASHTO T 166 as modified in CMM 8-36.6.5.
- Maximum specific gravity (Gmm) according to AASHTO T 209 as modified in CMM 8-36.6.6.
- Air voids (Va) by calculation according to AASHTO T 269.
- Voids in Mineral Aggregate (VMA) by calculation according to AASHTO R35.

(5) Lot size shall consist of 3750 tons with sublots of 750 tons. Test each design mixture at a frequency of 1 test per 750 tons of mixture type produced and placed as part of the contract. Add a random sample for any fraction of 750 tons at the end of production for a specific mixture design. Partial lots with less than three subplot tests will be included into the previous lot for data analysis and pay adjustment. Volumetric lots will include all tonnage of mixture type under specified bid item unless otherwise specified in the plan.

(6) Conduct field tensile strength ratio tests according to AASHTO T283, without freeze-thaw conditioning cycles, on each qualifying mixture according to CMM 8-36.6.14. Test each full 50,000-ton production increment, or fraction of an increment, after the first 5,000 tons of production. Perform required increment testing in the first week of production of that increment. If field tensile strength ratio values are below the spec limit, notify the engineer. The engineer and contractor will jointly determine a corrective action.

Delete standard spec 460.2.8.2.1.5 and 460.2.8.2.1.6.

Replace standard spec 460.2.8.2.1.7 Corrective Action with the following:

460.2.8.2.1.7 Corrective Action

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

ITEM	ACTION LIMITS	ACCEPTANCE LIMITS
Percent passing given sieve:		
37.5-mm	+/- 8.0	
25.0-mm	+/- 8.0	
19.0-mm	+/- 7.5	
12.5-mm	+/- 7.5	
9.5-mm	+/- 7.5	
2.36-mm	+/- 7.0	
75-µm	+/- 3.0	
AC in percent ^[1]	-0.3	-0.5
Va		- 1.5 & +2.0
VMA in percent ^[2]	- 0.5	-1.0

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

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

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

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

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

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

Replace standard spec 460.2.8.3.1.2 Personnel Requirements with the following:

460.2.8.3.1.2 Personnel Requirements

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

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

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

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

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

460.2.8.3.1.4 Department Verification Testing Requirements

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

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

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

- Bulk specific gravity (Gmb) of the compacted mixture according to AASHTO T 166 as modified in CMM 8-36.6.5.
- Maximum specific gravity (Gmm) according to AASHTO T 209 as modified in CMM 8-36.6.6.
- Air voids (Va) by calculation according to AASHTO T 269.
- Voids in Mineral Aggregate (VMA) by calculation according to AASHTO R 35.
- Asphalt Content (AC) in percent determined by ignition oven method according to AASHTO T 308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T 164 Method A or B, or automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1.

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

Delete standard spec 460.2.8.3.1.6.

Replace standard spec 460.2.8.3.1.7 Dispute Resolution with the following:

460.2.8.3.1.7 Data Analysis for Volumetrics

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

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

[1] The Retained portion of the split from the lot in the analysis window with a QV test result furthest from the QV mean (not necessarily the subplot identifying that variances or means do not compare) will be referee tested by the bureau's AASHTO accredited laboratory and certified personnel. All previous lots within the analysis window are subject to referee testing and regional lab testing as deemed necessary. Referee test results will replace the QV data of the subplot(s).

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

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

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

- i. If referee testing results in an increased calculated pay factor, the department will pay for the cost of the additional referee testing.
- ii. If referee testing of a disputed lot results in an equal or lower calculated pay factor, the department will assess a pay reduction for the additional referee testing at \$2,000/lot under the Referee Testing administrative item.

(3) The department will notify the contractor of the referee test results within 3 working days after receipt of the samples by the department's AASHTO accredited laboratory. The intent is to provide referee test results within 7 calendar days from completion of the lot.

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

(5) Unacceptable material (i.e., resulting in a PWL value less than 50 or individual QC or QV test results not meeting the Acceptance Requirements of 460.2.8.2.1.7 as modified herein) will be referee tested by the bureau's AASHTO accredited laboratory and certified personnel and those test results used for analysis. Such material may be subject to remove and replace, at the discretion of the engineer. If the engineer allows the material to remain in place, it will be paid at 50% of the HMA Pavement contract unit price. Replacement or pay adjustment will be conducted on a subplot basis. If an entire PWL subplot is

removed and replaced, the test results of the newly placed material will replace the original data for the subplot. Any remove and replace shall be performed at no additional cost to the department. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test will be conducted and under such circumstances will be entered into the HMA PWL Production spreadsheet for data analysis and pay determination.] The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

Delete standard spec 460.2.8.3.1.8 Corrective Action.

C Construction

Replace standard spec 460.3.3.2 Pavement Density Determination with the following:

460.3.3.2 Pavement Density Determination

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

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

460.3.3.3 Analysis of Density Data

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

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

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

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

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

D Measurement

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

E Payment

Replace standard spec 460.5.2 HMA Pavement with the following:

460.5.2 HMA Pavement

460.5.2.1 General

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

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

460.5.2.2 Calculation of Pay Adjustment for HMA Pavement using PWL

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

PAY FACTOR FOR HMA PAVEMENT AIR VOIDS & DENSITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

stp-460-050 (20191121)

23. Appendix A.

Test Methods & Sampling for HMA PWL QMP Projects.

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

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

WisDOT Procedure for Nuclear Gauge/Core Correlation – Test Strip

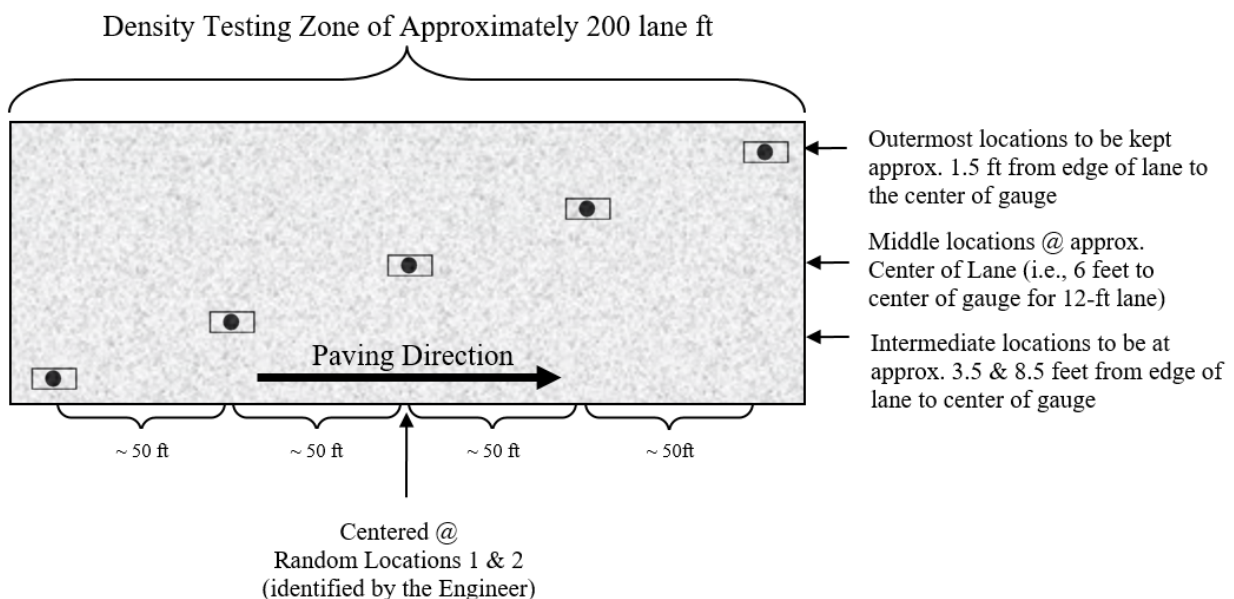



Figure 1: Nuclear/Core Correlation Location Layout

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

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

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

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

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



The nuclear site is the same for QC and QV readings for the test strip, i.e., the QC and QV teams are to take nuclear density gauge readings in the same footprint. Each of the QC and QV teams are to take a minimum of two one-minute readings per nuclear site, with the gauge rotated 180 degrees between readings, as seen here:



Figure 2: Nuclear gauge orientation for (a) 1st one-minute reading and (b) 2nd one-minute reading

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



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

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

Each core 150 mm (6 inches) in diameter will be taken at locations as identified in Figure 1. Each random core will be full thickness of the layer being placed. The contractor is responsible for thoroughly drying cores obtained from the mat according to ASTM D 7227 prior to using specimens for in-place density determination according to AASHTO T 166 as modified by CMM 8-36.6.5.

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

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

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

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

degrees from one another. For both QC and QV test locations, if the two readings exceed 1.0 pcf of one another, a third reading is conducted in the same orientation as the first reading. In this event, all three readings are averaged, the individual test reading of the three which falls farthest from the average value is discarded, and the average of the remaining two values is used to represent the location for the gauge. The subplot density testing layout is depicted in Figure 4, with QC test locations shown as solid lines and QV as dashed.

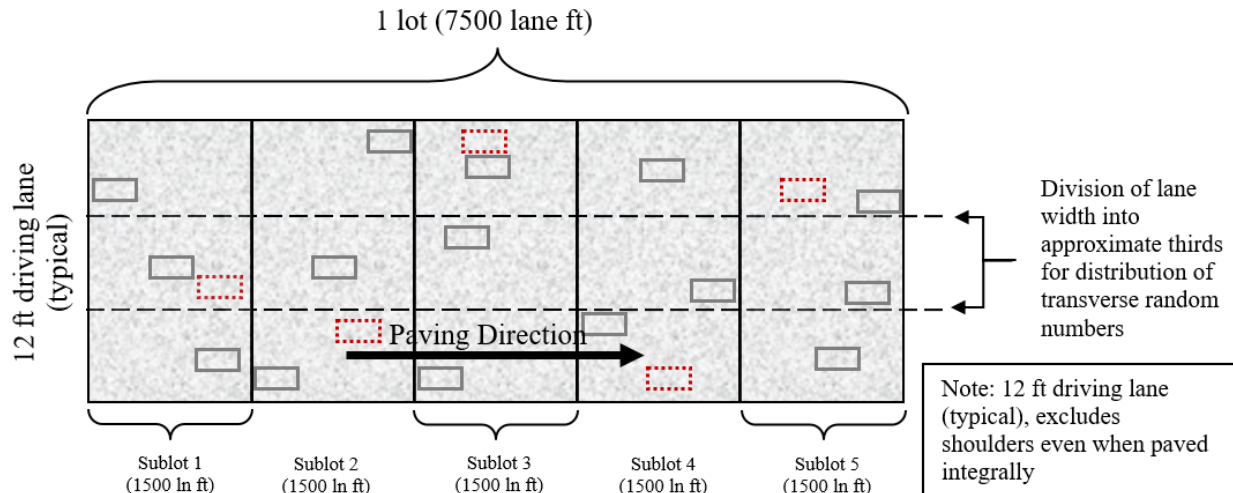


Figure 4: Locations of main lane HMA density testing (QC=solid lines, QV=dashed)

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

Perform footprint testing as soon as both the QC and QV nuclear density technician are onsite and a minimum of once per day to ensure the gauges are not drifting apart during a project. Footprint testing compares the density readings of two gauges at the same testing location and can be done at any randomly selected location on the project. Each gauge conducts 2 to 3 1-minute tests according to CMM 8-15 and the final results from each gauge are compared for the location. If the difference between the QC and QV gauges exceeds 1.0 pcf (0.7 percent) investigate the cause, check gauge moisture and density standards and perform a second footprint test. If the cause of the difference between gauge readings cannot be identified, the regional HMA Coordinator will use their gauge to investigate the situation with the QC and QV personnel, with the consultation of the RSO, to determine necessary actions. Both teams are encouraged to conduct footprint testing as often as they feel necessary.

Sampling for WisDOT HMA PWL QMP Production

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

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

Sampling Hot Mix Asphalt

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

Example 1

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

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

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

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

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

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

It's intended that the plant operator not be advised ahead of time when samples are to be taken.

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

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

Calculation of PWL Mainline Tonnage Example

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

Solution:

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

24. HMA Pavement Longitudinal Joint Density.

A Description

This special provision incorporates longitudinal joint density requirements into the contract and describes the data collection, acceptance, and procedure used for determination of pay adjustments for HMA pavement longitudinal joint density. Pay adjustments will be made on a linear foot basis, as applicable per pavement layer and paving lane. Applicable longitudinal joints are defined as those between any two or more traffic lanes including full-width passing lanes, turn lanes, or auxiliary lanes more than 1500 lane feet. This excludes any joint with one side defined as a shoulder and ramp lanes of any length. Longitudinal joints placed during a test strip will be tested for information only to help ensure the roller pattern will provide adequate longitudinal joint density during production. Longitudinal joint density test results collected during a test strip are not eligible for pay adjustment.

Pay is determined according to standard spec 460, HMA Pavement Percent Within Limits QMP special provisions, and as modified within.

B Materials

Revise standard spec 460.3.3.1(1) table 460-3 by adding footnotes [6] and [7]:

TABLE 460-3 MINIMUM REQUIRED DENSITY^{[1][6][7]}

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		LT and MT	HT	SMA ^[5]
TRAFFIC LANES ^[2]	LOWER	93.0 ^[3]	93.0 ^[4]	—
	UPPER	93.0	93.0	—
SIDE ROADS, CROSSOVERS, TURN LANES, & RAMPS	LOWER	93.0 ^[3]	93.0 ^[4]	—
	UPPER	93.0	93.0	—
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	—
	UPPER	92.0	92.0	—

^[1] The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer may investigate the acceptability of that material.

^[2] Includes parking lanes, bike lanes as determined by the engineer

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

^[4] Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

^[5] The minimum required densities for SMA mixtures are determined according to [CMM 8-15](#).

^[6] Minimum reduced by 1.5 percent at longitudinal joint with lateral confinement (i.e., confined).

^[7] Minimum reduced by 3.0 percent at longitudinal joint having no lateral confinement (i.e., unconfined).

C Construction

Add the following to standard spec 460.3.3.2:

- (5) Establish companion density locations at each applicable joint. Each companion location shares longitudinal stationing with a QC or QV density location within each subplot and is located transversely with the center of the gauge 6-inches from the final joint edge of the paving area. Sublot and lot numbering remains the same as mainline densities, however, in addition to conventional naming, joint identification must clearly indicate “M” for inside/median side of lane or “O” for outside shoulder side of lane, as well as “U” for an unconfined joint or “C” for a confined joint (e.g., XXXXX-MC or XXXXX-OU).
- (6) Each joint will be measured, reported, and accepted under methods, testing times, and procedures consistent with the program employed for mainline density, i.e., PWL.

- (7) For single nuclear density test results greater than 3.0% below specified minimums, the department will perform the following per [standard spec 460.3.3.1](#) as modified here within:
- a) Testing at 50 foot increments both ahead and behind the unacceptable site.
 - b) Continued 50 foot incremental testing until test values indicate higher than or equal to -3.0 percent from target joint density.
 - c) Materials within the incremental testing indicating lower than -3.0 percent from target joint density are defined as unacceptable and will be handled with remedial action as defined in the payment section of this document.
 - d) The remaining subplot average (exclusive of unacceptable material) will be determined by the first forward and backward 50 foot incremental tests that reach the criteria of higher than or equal to -3.0 percent from target joint density.

Note: If the 50 foot testing extends into a previously accepted subplot, remedial action is required up to and inclusive of such material; however, the results of remedial action must not be used to recalculate the previously accepted subplot density. When this occurs, the lane feet of any unacceptable material will be deducted from the subplot in which it is located, and the previously accepted subplot density will be used to calculate pay for the remainder of the subplot.

- (8) Joint density measurements will be kept separate from all other density measurements and entered as an individual data set into Atwood Systems.
- (9) Placement and removal of excess material outside of the final joint edge, to increase joint density at the longitudinal joint nuclear testing location, will be done at the contractor's discretion and cost. This excess material and related labor will be considered waste and will not be paid for by the department. Joints with excess material placed outside of the final joint edge to increase joint density or where a notched wedge is used will be considered unconfined joints. Inlay paving operations (e.g. where one lane is milled and paved prior to the adjacent lane being milled and paved) will limit payment for additional material to 2 inches wider than the final paving lane width at the centerline and will be considered confined joints.
- (10) If echelon paving is performed at the contractor's description to increase longitudinal joint density, additional cost related to echelon paving will not be paid for by the department. The joint between echelon paving lanes will be placed at the centerline and both sides of the joint will be considered confined joints.

D Measurement

- (1) The department will measure each side of applicable longitudinal joints, as defined in Section A of this special provision, by the linear foot of pavement acceptably placed. Measurement will be conducted independently for the inside or median side and for the outside or shoulder side of paving lanes with two applicable longitudinal joints. Each paving layer will be measured independently.

E Payment

Add the following as 460.5.2.4 Pay Adjustment for HMA Pavement Longitudinal Joint Density:

- (1) The department will administer longitudinal joint density adjustments under the Incentive Density HMA Pavement Longitudinal Joints and Disincentive Density HMA Pavement Longitudinal Joints items. The department will adjust pay based on density relative to the specified targets in Section B of this special provision, and linear foot of the HMA Pavement bid item for that subplot as follows:

PAY ADJUSTMENT FOR HMA PAVEMENT LONGITUDINAL JOINT DENSITY	
PERCENT SUBLOT DENSITY ABOVE/BELOW SPECIFIED MINIMUM	PAY ADJUSTMENT PER LINEAR FOOT
Equal to or greater than +1.0 confined, +2.0 unconfined	\$0.40
From 0.0 to +0.9 confined, 0.0 to +1.9 unconfined	\$0
From -0.1 to -1.0	\$(0.20)
From -1.1 to -2.0	\$(0.40)
From -2.1 to -3.0	\$(0.80)
More than -3.0	REMEDIAL ACTION ^[1]

^[1] Remedial action must be approved by the engineer and agreed upon at the time of the pre-pave meeting, and may include partial sublots as determined and defined in 460.3.3.2(7) of this document

- (2) The department will not assess joint density disincentives for pavement placed in cold weather because of a department-caused delay as specified in [standard spec 450.5.2\(3\)](#).
- (3) The department will not pay incentive on the longitudinal joint density if the traffic lane is in disincentive. A disincentive may be applied for each mainline lane and all joint densities if both qualify for a pay reduction.

The department will pay incentive for longitudinal joint density under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
460.2007	Incentive Density HMA Pavement Longitudinal Joints	DOL

The department will administer disincentives under the Disincentive Density HMA Pavement Longitudinal Joints administrative item.

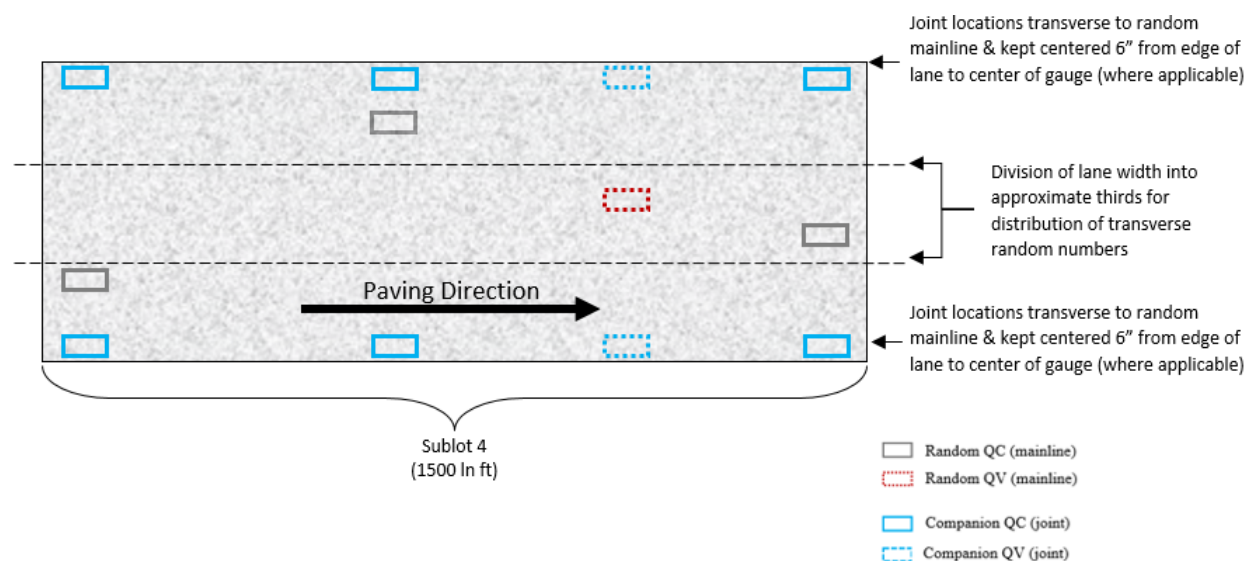
bts-Longitudinal Joint Density (20181215)

Appendix

WisDOT Longitudinal Joint – Nuclear Gauge Density Layout

Each QC and QV density location must have a companion density location at any applicable joint. This companion location must share longitudinal stationing with each QC or QV density location and be located transversely with the center of the gauge 6-inches from the edge of the paving area.

For HMA Pavement Percent Within Limits QMP projects, this appears as follows:



Further Explanation of PAY ADJUSTMENT FOR HMA PAVEMENT LONGITUDINAL JOINT DENSITY Table

	Confined				
	Lower Layer (On Base)		Upper Layer		
	LT/MT	HT	LT/MT	HT	
Mainline Target (SS 460-3)	91.0	92.0	93.0	93.0	-
Confined Target (mainline - 1.5)	89.5	90.5	91.5	91.5	-
Equal to or greater than +1.0	≥ 90.5	≥ 91.5	≥ 92.5	≥ 92.5	\$0.40
From 0.0 to +0.9	90.4 - 89.5	91.4 - 90.5	92.4 - 91.5	92.4 - 91.5	\$0
From -0.1 to -1.0	89.4 - 88.5	90.4 - 89.5	91.4 - 90.5	91.4 - 90.5	(\$0.20)
From -1.1 to -2.0	88.4 - 87.5	89.4 - 88.5	90.4 - 89.5	90.4 - 89.5	(\$0.40)
From -2.1 to -3.0	87.4 - 86.5	88.4 - 87.5	89.4 - 88.5	89.4 - 88.5	(\$0.80)
More than -3.0	< 86.5	< 87.5	< 88.5	< 88.5	REMEDIAL ACTION

	Unconfined				
	Lower Layer (On Base)		Upper Layer		
	LT/MT	HT	LT/MT	HT	Pay Adjust
Mainline Target (SS 460-3)	91.0	92.0	93.0	93.0	-
Unconfined Target (Mainline - 3.0)	88.0	89.0	90.0	90.0	-
Equal to or greater than +2.0	≥ 90.0	≥ 91.0	≥ 92.0	≥ 92.0	\$0.40
From 0.0 to +1.9	89.9 - 88.0	90.9 - 89.0	91.9 - 90.0	91.9 - 90.0	\$0
From -0.1 to -1.0	87.9 - 87.0	88.9 - 88.0	89.9 - 89.0	89.9 - 89.0	(\$0.20)
From -1.1 to -2.0	86.9 - 86.0	87.9 - 87.0	88.9 - 88.0	88.9 - 88.0	(\$0.40)
From -2.1 to -3.0	85.9 - 85.0	86.9 - 86.0	87.9 - 87.0	87.9 - 87.0	(\$0.80)
More than -3.0	< 85.0	< 86.0	< 87.0	< 87.0	REMEDIAL ACTION

25. Sawing Pavement Deck Preparation Areas, Item 509.0310.S.

A Description

This special provision describes sawing around deteriorated areas requiring deck repairs under the Preparation Decks bid items on decks receiving asphalt or polymer overlays and for deck repairs that will not receive an overlay.

B (Vacant)

C Construction

The department will sound and mark areas of deteriorated concrete that require deck preparation. The engineer may identify and mark additional areas as the work is being performed.

Wet cut a minimum of 1 inch deep and at least 2 inches outside of the marked areas. Bound each marked area by providing cuts aligned parallel and perpendicular to the deck centerline.

Remove sawing sludge after completing each area. Do not allow sludge or resulting residue to enter a live lane of traffic, storm sewer, stream, lake, reservoir, marsh, or wetland. Dispose of sludge at an acceptable material disposal site located off the project limits or, if the engineer allows, within the project limits.

D Measurement

The department will measure Sawing Pavement Deck Preparation Areas by the linear foot, acceptably completed, measured as the total linear feet of bounding cuts.

The department will not measure for payment over-cuts or cuts made beyond what is required to bound engineer-marked deterioration limits.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
509.0310.S	Sawing Pavement Deck Preparation Areas	LF

Payment is full compensation for making all saw cuts; and for debris disposal.

stp-509-070 (20180628)

26. 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 equipment to allow the inspector to closely observe all affected surfaces. The scaffolding, with appropriate safety devices, shall meet the approval of the engineer.

stp-517-005 (20150630)

27. Labeling and Disposal of Waste Material.

The EPA ID number for Structure B-53-906 is #WIR000172502.

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

<https://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.

28. Structure Repainting Recycled Abrasive B-53-906, Item 517.1800.S.

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-53-906 2,420 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 according to 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) according to 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 according to 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 according to 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 according to this specification.

C.2 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 according to 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 B-53-906 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	Structure Repainting Recycled Abrasive B-53-906	LS

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

stp-517-050 (20190618)

29. Negative Pressure Containment and Collection of Waste Materials, B-53-906, Item 517.4500.S.

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 according to 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 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
517.4500.S	Negative Pressure Containment and Collection of Waste Materials B-53-906	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.

stp-517-065 (20140630)

30. 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 Materials

Supply and operate all equipment according to 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)

31. Fence Safety, Item 616.0700.S.

A Description

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

B Materials

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

Furnish fence fabric meeting the following requirements.

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

C Construction

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

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

stp-616-030 (20160607)

32. Field Office.

Add the following to standard spec 642:

Provide and maintain a portable handwashing station at every project field office. The station shall include a hands-free sink with foot pump-operated faucet, soap dispenser, paper towel dispenser, fresh water supply, and collection tank for gray water. Regularly service and maintain the handwashing station and all supplies as needed, and properly dispose of all materials. Costs associated with the handwashing station are incidental to the field office bid item.

33. Nighttime Work Lighting-Stationary.

A Description

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

B (Vacant)

C Construction

C.1 General

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

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

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

C.2 Portable Lighting

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

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

C.3 Light Level and Uniformity

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

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

C.4 Glare Control

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

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

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

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

C.5 Continuous Operation

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

D (Vacant)

E Payment

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

stp-643-010 (20100709)

34. Locating No-Passing Zones, Item 648.0100.

For this project, the spotting sight distance in areas with a 55 mph posted speed limit is 0.26 miles (1373 feet).

stp-648-005 (20060512)

35. Landmark Reference Monuments Special, Item SPV.0060.01.

A Description

This special provision describes preserving the location and constructing new reference monuments for existing Public Land Survey System (PLSS) section corner monuments within the proposed construction limits.

B Materials

The department can furnish aluminum monument caps if necessary. Otherwise, all materials for the monumentation and witness ties will be the responsibility of the contractor to provide. Any monuments that satisfy Wisconsin Administrative Code Chapter AE-7 will be acceptable.

C Construction

Complete the work according to the pertinent requirements of standard spec 621.3 and as follows:

Obtain existing tie sheets from Rock County Surveyor Brad Heuer. Locate and verify existing PLSS monuments and ties. Furnish, and install if necessary, temporary and/or permanent ties. Provide a temporary tie sheet to the department and the Rock County Surveyor, for use by the public during the construction phase of the project and before the final monumentation is complete.

Perpetuate and/or reset all PLSS monuments and witnesses under the direction of a State of Wisconsin Licensed Professional Land Surveyor. Prepare the temporary and final PLSS monument records according to the Wisconsin Administrative Code Chapter AE-7. Prepare and File new monument records with the Rock County Surveyor according to AE-7 and provide a copy of the same to the Wis-DOT SW Region-Madison Survey Coordinator. This work shall be overseen and completed by a State of Wisconsin Licensed Professional Land Surveyor.

The approximate location of the section corners that will likely be disturbed due to the proposed construction:

Landmark Reference Monument

Station	Offset	Township	Range	Section Corner
638+24.13	74.65 RT	3N	11 E	NE Corner Section 13
662+77.11	1.60' RT	3N	12 E	N 1/4 Corner Section 18
689+46.49	5.74' LT	3N	12 E	NE Corner Section 18
716+22.75	1.09' LT	3N	12 E	N 1/4 Corner Section 17
743+03.00	5.58' LT	3N	12 E	NE Corner Section 17
769+36.18	2.39' RT	3N	12 E	N 1/4 Corner Section 16
795+76.69	1.58' LT	3N	12 E	NE Corner Section 16
822+26.95	0.33' RT	3N	12 E	N 1/4 Corner Section 15
848+33.71	1.76' LT	3N	12 E	NE Corner Section 15
874+94.62	12.23' RT	3N	12 E	N 1/4 Corner Section 14

Notify the Rock County Surveyor and Wis-DOT/SW Region-Madison Survey Coordinator five working days prior to construction operations that may disturb existing monuments, with pertinent questions or for department provided monument caps.

D Measurement

The department will measure Landmark Reference Monuments Special by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Landmark Reference Monuments Special	EACH

This price shall be payment in full for furnishing a Professional Land Surveyor; obtaining existing PLSS monument record tie sheet(s); preparing, providing and filing temporary/final PLSS monument record tie sheet(s) from a Professional Land Surveyor; all survey work related to the perpetuation process; the furnishing and placing of all PLSS survey monuments; the furnishing and placement of any necessary witness ties; the removal of the existing monument(s) if necessary; and excavating for the placement of the new monument(s) if necessary.

36. Verify Landmark Reference Monuments, Item SPV.0060.02.

A Description

This special provision describes verifying, restoring, and preserving reference (witness) monuments for existing U.S. public land survey corners.

B Materials

Provide reference monument materials that satisfy Wisconsin Administrative Code Chapter A-E 7.07. The department will furnish aluminum monument caps if requested.

C Construction

Complete work under the direction of a Registered Land Surveyor in the state of Wisconsin, according to the pertinent requirements of standard spec 621.3 and as follows.

Obtain existing tie sheets from the county surveyor. Locate and verify existing U.S. public land survey corner monuments and reference ties to at least 4 reference monuments. Restore or reestablish missing or damaged reference monuments.

If required, install temporary reference monuments for construction. Provide a temporary tie sheet to the department and the county surveyor for use by the public during the construction phase of the project and before final monumentation is complete.

Prepare and file final U.S. public land survey monument records according to the Wisconsin Administrative Code Chapter A-E 7.08. Provide a copy to the WisDOT SW Region Madison Survey Coordinator.

D Measurement

The department will measure Verify Landmark Reference Monuments by each U.S. public land survey corner, acceptably verified, tied and preserved.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Verify Landmark Reference Monuments	EACH

Payment is full compensation for obtaining existing tie sheets; for locating and preserving corner monuments; for locating, verifying, restoring and preserving reference monuments; for providing reference monument materials; for temporary reference monuments; and for preparing and filing final monument records.

Restoring or reestablishing missing or damaged survey corners will be considered extra work. Replacing survey corners damaged due to construction operations is incidental to the contract.

(SWR 621.03-20171023)

37. Bearing Repair, Item SPV.0060.03.

A Description

This special provision describes removing the existing weld between the girder and bearing, removing the existing bearing hardware, and replacing them with new hardware as shown in the plans.

B Materials

B.1 General

Furnish high-strength bolts according to standard spec 506.3.12.3.

C Construction

Construction shall be according to standard spec 506.3, in addition to the following:

Remove the existing weld between the girder and bearing as detailed in the plans, and as directed by the engineer. Method of removal may include either grinding or metal arc gouging. Take care to prevent damage to existing girders, anchor bolts, and bearing components to be preserved.

Dispose of removed material according to pertinent provisions of standard spec 203. Existing paint may contain lead.

Bearings shall be cleaned and painted, paid for under the bid item "Cleaning and Painting Bearings".

D Measurement

The department will measure Bearing Repair as each individual bearing, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Bearing Repair	EACH

Payment for Bearing Repair is full compensation for removing the existing weld, removing and disposing of existing bearing hardware; and for furnishing and installing the new bearing hardware.

38. Cleaning and Painting Bearings, Item SPV.0060.04.

A Description

This special provision describes cleaning and painting the existing steel bearings on structures conforming to standard spec 517 and as directed by the engineer.

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 conforming to 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 containment methods as required to contain and collect waste material resulting from the preparation of painted steel surfaces for painting. All cleanup 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 conforming to 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 measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	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.

39. Removing Billboards, Item SPV.0060.05.

A Description

This special provision describes removing existing billboards and supports according to the applicable sections of standard spec 638 and as hereinafter provided.

B (Vacant)

C Construction

Remove the complete billboard unit including signs, supports, footings, and all appurtenances from the locations designated on the plans. Excavate to remove the footings and provide adequate backfill and compaction of the removal area to eliminate settling. Restore the surface around the location to the same condition as the surrounding area and as directed by the engineer. Billboards with multiple supports and signs at the same location, but not necessarily connected, will be considered one complete unit.

D Measurement

The department will measure Removing Billboards as each individual complete billboard unit removed, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Removing Billboards	Each

Payment is full compensation for removing the signs, supports, footings and all appurtenances associated with the billboard; for removal from the project site; and for backfilling any necessary areas. Removed items are the property of the contractor.

**40. Asphaltic Centerline Rumble Strips Sinusoidal 2-Lane Rural, Item SPV.0090.01;
Asphaltic Shoulder Rumble Strips Sinusoidal 2-Lane Rural, Item SPV.0090.02.**

A Description

This work consists of constructing continuous sinusoidal rumble strips at asphaltic pavement centerline and paved shoulders according to these special provisions, the provisions of standard spec 465, the plan details and as directed by the engineer.

B (Vacant)

C Construction

Mill the sinusoidal rumble strips according to standard spec 465.3.3. Provide a sighting device or equivalent guidance system on the grinding equipment to enable the operator to maintain the rumble strip alignment. Construct sinusoidal rumble strips within 2 inches of the specified alignment. Additionally, mill pavement indentations according to the construction detail dimensions and within 0.06 inches in depth and 10 percent in length and width.

Gap sinusoidal rumble strips at intersections, bridges and approach slabs, railroads, driveways, passing and climbing lanes, bypass lanes and other miscellaneous crossings according to the standard details.

D Measurement

The department will measure Special Asphaltic Centerline and Shoulder Rumble Strips Sinusoidal 2-Lane Rural by the linear foot, acceptably completed, measured as the length of continuous milled surface indentations and without deductions for unmilled gaps of 50 feet or less in length. Unmilled gaps greater than 50 feet in length will be deducted for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Asphaltic Centerline Rumble Strips Sinusoidal 2-Lane Rural	LF
SPV.0090.02	Asphaltic Shoulder Rumble Strips Sinusoidal 2-Lane Rural	LF

Payment is full compensation for milling; for sweeping or vacuuming; and for disposing of waste materials.

41. Strip Seal Gland Replacement, Item SPV.0090.03.

A Description

This special provision describes removing deteriorated strip seal glands at expansion joints and furnishing and installing new strip seal glands as shown on the plans, and as hereinafter provided.

B Materials

The minimum thickness of the polychloroprene (neoprene) 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 of ASTM D3542, and have the following physical properties:

Property Requirements	Value	Test Method
Tensile Strength, min.	2000 psi	ASTM D412
Elongation @ Break, min	250%	ASTM D412
Hardness, Type A, Durometer	60 ± 5 pts.	ASTM D2240
Compression Set, 70 hours @212°F, max.	35%	D395 Method B Modified
Ozone Resistance, after 70 hrs. at 100°F	No Cracks	ASTM D1149 Method A under 20% Strain with 100 pphm ozone
Mass Change in Oil 3 after 70 hr. @212°F	45%	ASTMD471 Mass Change, max.

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 size of the neoprene strip seal is to match existing (4 -inch). The manufacturer and model number shall be obtained from the Fabricated bridge components current approved products list.

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.

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

C Construction

Remove accumulated foreign material from the joint surface prior to removing existing strip seal glands.

After a joint's surface has been cleaned and allowed to dry out, remove the existing strip seal gland. Cut the existing gland down the center and remove/cut-out as much of the existing neoprene between the joint as possible to aid in removing the portions of the neoprene embedded in the steel retainer channels. Remove the remaining portions of neoprene embedded in the steel channels, using steel picks and tire spoons as required. Dispose of all removed waste material according to applicable solid waste disposal regulations.

After the steel channels are empty and free of the existing neoprene, clean the steel channel's interior section that comes in contact with the neoprene extrusions using wire brushes or by sand blasting in order to remove all debris and old adhesive. Use a compressed air wand to remove any abrasive material that has accumulated in the steel channels after blasting. If cleaning is done by blasting, spent abrasive material shall be collected and prevented from falling into the water or onto the land below, and be disposed of according to applicable solid waste disposal regulations. Cleaning of the steel channels shall be done just prior to new gland installation. The joint must be dry during new gland installation, therefore, do not clean the joint if precipitation is imminent.

Install the new elastomeric strip seal glands with tools recommended by the manufacturer, and with a lubricant adhesive conforming to the requirements of ASTM D4070. Adhesive shall arrive to job-site in factory sealed containers and shall have been produced less than one year prior to the installation date.

D Measurement

The department will measure Strip Seal Gland Replacement in length by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Strip Seal Gland Replacement	LF

Payment is full compensation for removing and disposing of existing strip seal glands; cleaning steel retainer channels; and furnishing and installing the new strip seal glands including adhesive.

42. Remove Loop Detector Wire and Lead-In Cable, USH 14 & CTH M, Item SPV.0105.01.

A Description

This special provision describes removing loop detector wire and lead-in cable at the intersection of USH 14 & CTH M and removing the loop detector wire and lead-in cable for loop detectors impacted by construction activity. Removal will be according to standard spec 204, as shown in the plans, and as hereinafter provided.

B (Vacant)

C Construction

Notify WisDOT SW Region (Dale Roth, 608-516-6435) at least three working days prior to the removal of the loop detector wire and lead-in cable. Remove and dispose of detector lead-in cable including loop wire for abandoned loops off the right-of-way.

D Measurement

The department will measure Remove Loop Detector Wire and Lead-In Cable as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Remove Loop Detector Wire and Lead-In Cable, USH 14 & CTH M	LS

Payment is full compensation for removing, scrapping, and disposing of material.

43. Remove and Reinstall Traffic Signal Standards and Pedestrian Push Buttons, USH 14 & CTH M, Item SPV.0105.02.

A Description

This special provision describes removing and reinstalling traffic signal standards and pedestrian push buttons at the intersection of USH 14 & CTH M.

Electrical wiring shall be handled according to the pertinent provisions of standard spec 204 and 652 and as hereinafter provided.

B Materials

The contractor shall supply any incidental materials required to complete the work described in this special provision according to the pertinent provisions of standard spec 658. These materials include replacement of any item damaged as a result of the salvage of the wiring during construction.

Traffic signal standard SB10 will be relocated from its existing location in the northwest quadrant of the intersection. One of the two pedestrian push buttons shall remain attached to the single pole. The other pedestrian push button shall be relocated to the newly installed signal pole (SB11). The traffic signal standard in the northeast quadrant that encompasses the pedestrian signal face and push button shall be relocated to the location of SB12 as shown in the plans.

Existing 13-ft traffic signal standard and signal faces at SB4 will be replaced with 15-ft standard and new signal face nos. 6 (5-section) and 10 (3-section).

Existing 20-ft trombone arm and signal face at SB5 will be replaced with 25-ft arm and new face no. 5 (5-section).

Pedestrian push button shall be moved from SB8 to SB9 per the plans.

C Construction

Prior to removal from its existing location, inspect and provide a list of any damaged or non-working pedestrian push buttons to the engineer. Any equipment not identified as damaged or not working shall be replaced by the contractor at no cost to WisDOT.

D Measurement

The department will measure Remove and Reinstall Traffic Signal Standards and Pedestrian Push Buttons as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Remove and Reinstall Traffic Signal Standards and Pedestrian Push Buttons, USH 14 & CTH M	LS

Payment is full compensation for removing and reinstalling all materials associated with the traffic signal standards, pedestrian push buttons and cabling during construction.

44. Remove and Reinstall Loop Detector Wire and Lead-In Cable, USH 14 & USH 51, Item SPV.0105.03.

A Description

This special provision describes removing and reinstalling loop detector wire and lead-in cable at the intersection of USH 14 and USH 51 to accommodate the construction efforts occurring on USH 14. Electrical wiring shall be handled according to the pertinent provisions of standard spec 204 and 652 and as hereinafter provided. This bid item includes the removal and reinstallation of loop detector wire and lead-in cable at the intersection.

B Materials

The contractor shall supply any incidental materials required to complete the work described in this special provision according to the pertinent provisions of standard spec 652. These materials include replacement of any item damaged as a result of the salvage of the wiring during construction.

C Construction

Prior to removal from its existing location, inspect and provide a list of any damaged or non-working loop detector wire and lead-in cable to the engineer. Any equipment not identified as damaged or not working shall be replaced by the contractor at no cost to WisDOT. In addition, the contractor shall contact the WisDOT SW Region (Dale Roth, 608-516-6435) three days' notice prior to disturbing/removal of pavement near loops 61A and 61B so splice kits can be cut out so lead-in does not get pulled back from cabinet.

Carefully disconnect and remove the loop detector wire and lead-in cable associated with loop detectors 61A and 61B as shown in the plans. Pull the loop detector wire and lead-in cable back to pull box 'PB5' and store the cabling there until the construction efforts on USH 14 are complete and the new conduit loop detector and pull boxes have been installed. Ensure that the pull box (PB5) housing the loop detector wire and lead-in cable and all associated hardware remains intact during construction and is not disrupted as a result of construction.

D Measurement

The department will measure Remove and Reinstall Loop Detector Wire and Lead-In Cable as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Remove and Reinstall Loop Detector Wire and Lead-In Cable, USH 14 & USH 51	LS

Payment is full compensation for removing and reinstalling all materials associated with the loop detector wire and lead-in cable during construction.

45. Removing Distressed Pavement Milling, Item SPV.0180.01.

A Description

This special provision describes the removal and disposal of additional 2 to 3.5-inches of asphaltic pavement by milling in areas of distressed pavement. This will be completed in spot locations throughout the project as directed by the engineer.

B (Vacant)

C Construction

C.1 Milling

Use a milling machine designed and constructed for milling pavements without tearing or gouging the underlying surface. 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.

The milling operation is to be done in a manner to prevent damage to the remaining pavement. It should result in a reasonably uniform plane surface free of excessively large scarification marks, and with the uniform transverse slope required on the plans or directed by the engineer.

Any milled surface will not be allowed during nonworking hours. Windrowing or storing of the removed milled asphaltic pavement on the road is only permitted in connection with the continuous removal and pick-up operation. During nonworking hours, clear the road of all materials and equipment.

The removed material shall become the property of the contractor. Properly dispose of it according to standard spec 204.

C.2 Cleaning

Clean the milled surface by removing all dust, dirt, debris, or other foreign or loose material.

C.3 Pavement Prep

The cleaned milled surface will have Tack Coat applied and be filled with Asphaltic Surface.

D Measurement

The department will measure Removing Distressed Pavement Milling by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Removing Distressed Pavement Milling	SY

Payment is full compensation for removing the asphaltic surface; cleaning the milled surface; properly disposing of all materials; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work. Tack Coat and Asphaltic Surface will be paid for separately.

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46. Methacrylate Flood Seal, Item SPV.0180.02.

A Description

This special provision describes surface preparation of bridge deck, furnishing and applying a protective methacrylate sealer and broadcast sand, and any incidentals necessary to complete the project as specified or as shown in plans or as authorized by the engineer.

B Materials

The bridge deck sealer shall consist of a methacrylate sealant, sand to prefill cracks, and broadcast sand.

B.1 Methacrylate Sealant

The following methacrylate sealants are acceptable for use provided that the requirements of this specifications are met:

Product	Manufacturer
MasterSeal 630 (formerly Degadeck Crack Sealer Plus)	BASF
T-78	Transpo Industries
KBP 204 P SEAL	Kwik Bond Polymers

or an approved equal

B.2 Fine Grade Sand

Provide fine grade abrasive sand (20/40 abrasive) for prefilling large cracks unable to be prefilled with sealant alone.

Submit sand material data to the engineer for review and address all written comments. Submit storage and use plan to the engineer documenting procedures for maintaining dry sand and within gradation requirements above.

B.3 Broadcast Sand

Provide a commercial quality dry blast sand with an average absorption of no more than 1%. 95% of the sand shall pass the No. 8 sieve and at least 95% shall be retained on the No. 20 sieve.

C Construction

C.1 General

C.1.1 Pre-Installation Conference

Conduct a pre-installation conference with the manufacturer's representative prior to construction to establish procedures for maintaining optimum working conditions and coordination of work. Furnish the engineer with a copy of the recommended procedures and the manufacturer's instructions.

C.1.2 Contractor Personnel Requirements

Experienced personnel are required to be actively present during the seal application.

A technical representative from the sealer manufacturer must be present during first application. The need for manufacturer's representative may be waived if the contractor provides evidence and reference contacts for work involving at least 5 bridges treated with the same products and within the last two years. Contractor experience record in no way relieves the contractor from applying according to this specification and as recommended by the manufacturer.

C.1.3 Material Storage and Safety Plan

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

Safety Plan: Prior to arrival of the product on the job site, provide a product shipping, storage, and use safety plan to detail how the product will be delivered and stored on site in a manner that will not allow the constituent components to come in contact with each other in the event of a spill or container leakage. This plan must also include a description of the safety training workers applying the product have received regarding the product's use, and list any and all safety precautions which must be taken during application of the product.

C.2 Surface Preparation

Prepare the entire deck (or portion of the deck to be overlaid in one placement when staged construction is being employed) to ensure the concrete surface is dry, thoroughly clean, and free from dust or other loose material.

Remove substances such as dirt, oil, asphalt, rubber, curing compound, paint, carbonation, grease, slurry, membranes, rust, weak surface mortar, laitance, and other foreign or potentially detrimental materials by abrasive blasting. Thoroughly blast clean with hand-held equipment any areas inaccessible by the shotblasting equipment. Determine an acceptable abrasive blasting or shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that removes substances without damaging the underlying substrate. Concrete removals shall not exceed 1/16 inch in depth.

Remove existing pavement markings on the surface of the bridge deck, which include white outside edge lines for traffic lanes, and the double yellow centerline.

Do not perform surface preparation more than 24 hours prior to the application of the methacrylate sealer. The prepared surface shall not be exposed to vehicular or pedestrian traffic other than that required for sealer placement and approved by the engineer. If the prepared surface is reopened to traffic prior to sealer placement, the surface shall be re-inspected for any contaminants and subsequently remove contaminants by use of abrasive blasting or shotblasting at no additional cost to the department.

The engineer may consider alternate surface preparation methods per the methacrylate sealer manufacturer's recommendations. The engineer must approve the final surface preparation and deck cleanliness prior to the contractor placing the methacrylate sealer. Prior to methacrylate sealer placement, cure concrete for a minimum of 21 days.

Just prior to methacrylate sealer placement, clean all dust, debris, and concrete fines from the deck surface including vertical faces of curbs and barrier walls up to a height of 2-in above the surface with compressed air. Use a direct 125 psi air blast, from a compressor unit with a minimum pressure of 365 ft³ / min., over the entire surface to remove all dust and debris paying special attention to carefully clean all deck cracks. Use a suitable oil trap between the air supply and nozzle. Use ASTM D4285 "Standard Test Method for Indicating Oil or Water in Compressed Air" to ensure the compressed air is oil

and moisture free. The air stream must be free of oil and moisture. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely.

Perform a visual inspection of the surface that is to receive the methacrylate sealer. Locate and mark all cracks greater than 0.024 inch. Unless directed otherwise on the plans, prefill all cracks greater than 0.024 inch with the same methacrylate sealer or a pre-promoted version of the sealer prior to the methacrylate sealer. Where sealant soaks-in/withdraws from top of crack, place fine grade abrasive sand (20/40 abrasive) in crack and reapply methacrylate sealant to seal to top of crack. When sealant has not retreated after gel time, the crack is considered prefilled. Do not fill crack with sand beyond top of concrete surface.

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

Provide shielding as necessary to prevent dust or debris from striking vehicular traffic.

Air dry a wet deck for a minimum of 48 hours before applying the sealer. Dry time may be reduced to 24 hours if an approved ASTM D4263 moisture test reveals the concrete is dry. Do not apply sealer materials during wet weather conditions or if adverse weather conditions are anticipated within 12 hours of the completion of sealer application. Do not mix or apply any of these products at temperatures lower or higher than those specified in their product literature. Apply the sealant at the coolest time of the day within these limitations. Application by spray methods will not be permitted during windy conditions, if the engineer predicts unsatisfactory results.

The engineer shall approve the prepared surface prior to applying the methacrylate sealer.

C.3 Application of the Sealer

Apply the sealer conforming to the manufacturer's instructions.

Apply an approved methacrylate to bridge deck or on surfaces as directed by the engineer. At least 30 calendar days before the start of the work, provide the engineer with the sealer Manufacturer's written instructions for application and use.

Do not thin or alter the methacrylate sealer unless specifically required in the Manufacturer's instructions.

Mix the sealer before and during its use as recommended by the Manufacturer. Distribute the sealant as a flood coat in a gravity-fed process by broom, roller, or with a spray bar near the surface so the spray pattern and coverage rates are reasonably uniform to the satisfaction of the Engineer. Apply the sealant at a minimum rate of 90 square feet/gallon.

Protect all expansion joints and prevent the crack sealant from contacting the strip seal glands. Protect all striping and traffic markings from marring, sealant application and reduction in reflective properties. Replace any striping and traffic markings that are marred by sealant.

Prior to completion of gel time of the flood seal and before broadcasting sand, broom uncured sealant in the direction of tining or deck grooves to promote maintenance of the deck texture for traction.

Broadcast sand to refusal into uncured resin to create traction and absorb sealant that is not penetrating into cracks. Broadcast approved sand into the wet, uncured resin no sooner than 10 minutes after applying resin but within gel time of product, unless directed otherwise by the Manufacturer. Apply approved sand at a minimum rate of 250 lbs. per 1000 square feet.

Allow the sealant to dry according to the Manufacturer's instructions. Do not allow vehicular traffic onto the treated areas until the sealer has dried and the treated surfaces provide safe skid resistance and traction. Remove non-adhered sand from bridge deck and joints by power sweeping the deck and vacuuming the joints. Traffic or equipment will be allowed on the sealed deck after the engineer has determined:

1. The treated deck surface is tack-free and non-oily;
2. The sand cover adheres and resists brushing by hand;
3. Excess sand and absorbent material has been removed; and
4. No sealant material will be tracked beyond limits of treatment by traffic.

D Measurement

The department will measure Methacrylate Flood Seal bid item 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
SPV.0180.02	Methacrylate Flood Seal	SY

Payment for Methacrylate Flood Seal is full compensation for furnishing and applying the sealer to the bridge decks, as described above, including surface preparation, and all incidentals thereto. Cleanup of excess sand in joints and on bridge deck and removal of pavement markings will not be paid for separately. Restoration of damaged or marred striping will be considered incidental to application requirements of Methacrylate Flood Seal.

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

1. Description

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

2. Definitions

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

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

3. DBE Percentage Required at Bid Submission

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

4. WisDOT Interpretation of Federal DBE Program Provision

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

a. Department's DBE Evaluation Process

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

b. Documentation Submittal

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

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

(1) **Bidder Meets DBE Goal**

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

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

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

c. **Bidder Fails to Submit Documentation**

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

5. Department's Criteria for Good Faith Effort

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

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

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

b. Prime Contractors should:

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

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

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

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

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

6. Use of Joint Checks

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

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

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

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

7. Bidder's Appeal Process

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

8. Department's Criteria for DBE Participation

Directory of DBE firms

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

9. Counting DBE Participation

Assessing DBE Work

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

10. Commercially Useful Function

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

11. Credit Evaluation for Trucking

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

12. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

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

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

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

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

13. Credit Evaluation for DBE Primes

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

14. Joint Venture

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

15. Mentor Protégé

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

16. DBE Replacement or Termination

Contractual Requirement

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

Contractor Considerations

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

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

The Request to Replace or Terminate a DBE

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

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

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

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

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

Evaluation and Response to the Request

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

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

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

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

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

- a. Send an email to the DBE Engineer at DBE_Alert@dot.wi.gov describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.

If the scope change added work for a participating DBE; list the date and reason for the scope change.

- b. Forward a complete, signed Attachment 'A' form to the DBE Office at DBE_Alert@dot.wi.gov. A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.

The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

18. Contract Modifications

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

19. Payment

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

APPENDIX A
Sample Contractor Solicitation Letter Page 1
This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor 's Contact Person

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 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.
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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
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208.5 Payment

Replace paragraph three with the following effective with the December 2019 letting:

- (3) The department will adjust pay for material obtained from within the project right-of-way limits but outside project excavation limits, furnished under 208.2.2, as specified in 104.8.

301.2.3 Sampling and Testing

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Department and contractor testing shall conform to the following:

Sampling ^[1]	AASHTO T2
Percent passing the 200 sieve	AASHTO T11
Gradation ^[1]	AASHTO T27
Gradation of extracted aggregate	AASHTO T30
Moisture content ^[1]	AASHTO T255
Liquid limit	AASHTO T89
Plasticity index	AASHTO T90
Wear	AASHTO T96
Sodium sulfate soundness (R-4, 5 cycles)	AASHTO T104
Freeze/thaw soundness ^[1]	AASHTO T103
Lightweight Pieces in Aggregate	AASHTO T113
Fracture	ASTM D5821 as modified in CMM 8-60
Moisture/density ^[1]	AASHTO T99 and AASHTO T180
In-place density ^[1]	AASHTO T191
Asphaltic material extraction	CMM 8-36 WisDOT Test Method 1560

^[1] As modified in CMM 8-60.

301.2.4.5 Aggregate Base Physical Properties

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Furnish aggregates conforming to the following:

TABLE 301-2 AGGREGATE BASE PHYSICAL PROPERTIES

PROPERTY	CRUSHED STONE	CRUSHED GRAVEL	CRUSHED CONCRETE	RECLAIMED ASPHALT	REPROCESSED MATERIAL	BLENDED MATERIAL
Gradation AASHTO T27						
dense	305.2.2.1	305.2.2.1	305.2.2.1	305.2.2.2	305.2.2.1	305.2.2.1 ^[1]
open-graded	310.2	310.2	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>
Wear AASHTO T96 loss by weight	<=50%	<=50%	note ^[2]	—	note ^[2]	note ^[3]
Sodium sulfate soundness AASHTO T104 loss by weight						
dense	<=18%	<=18%	—	—	—	note ^[3]
open-graded	<=12%	<=12%	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>
Freeze/thaw soundness AASHTO T103 ^[6] loss by weight						
dense	<=18%	<=18%	note ^[2]	—	—	note ^[3]
open-graded	<=18%	<=18%	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>
Liquid limit AASHTO T89	<=25	<=25	<=25	—	—	note ^[3]
Plasticity AASHTO T90	<=6 ^[4]	<=6 ^[4]	<=6 ^[4]	—	—	note ^[3]
Fracture ASTM D5821 ^[6] min one face by count						
dense	58%	58%	58%	—	note ^[5]	note ^[3]
open-graded	90%	90%	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>	<u>not allowed</u>

^[1] The final aggregate blend must conform to the specified gradation.

^[2] No requirement for material taken from within the project limits. For material supplied from a source outside the project limits:

- LA wear maximum of 50 percent loss, by weight.
- Freeze thaw maximum of 42 percent loss, by weight.

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

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

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

^[6] as modified in CMM 8-60.

450.2.2 Aggregate Sampling and Testing

Replace paragraph one with the following effective with the December 2019 letting:

- (1) The department and the contractor will sample and test according to the following methods, except as revised with the engineer's approval:
- | | |
|--|-------------|
| Sampling aggregates..... | AASHTO T2 |
| Material finer than No. 200 sieve | AASHTO T11 |
| Sieve analysis of aggregates | AASHTO T27 |
| Mechanical analysis of extracted aggregate..... | AASHTO T30 |
| Sieve analysis of mineral filler | AASHTO T37 |
| Los Angeles abrasion of coarse aggregate | AASHTO T96 |
| Freeze-thaw soundness of coarse aggregate ^[1] | AASHTO T103 |
| Sodium sulfate soundness of aggregates (R-4, 5 cycles)..... | AASHTO T104 |
| Extraction of bitumen | AASHTO T164 |

^[1] As modified in CMM 8-60.2.

450.3.2.6.3 Compaction Roller Pattern Determined by Growth Curve

Add 450.3.2.6.3 as a new subsection effective with the December 2019 letting:

450.3.2.6.3 Compaction Roller Pattern Determined by Growth Curve

- (1) 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 ^[1]	15.0 min ^[2]	16.0 - 17.5	16.0 min	17.0 min

^[1] 14.5 for LT and MT mixes.

^[2] 15.5 for LT and MT mixes.

460.2.7 HMA Mixture Design

Replace paragraph one with the following effective with the December 2019 letting:

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. Ensure that SMA mixture designs adhere to AASHTO R 46 and AASHTO M 325 in addition to the required test procedures outlined in CMM 8-66 table 1 and CMM 8-66 table 2. Determine the specific gravity of fines or super fines used as a mineral filler or additional stabilizer in SMA designs according to AASHTO T 100. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to CMM 8-66.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	LT	MT	HT	SMA
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	35
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103 as modified in CMM 8-60.2) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821 as modified in CMM 860) (one face/2 face, % by count)	65/___	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40 ^[1]	43 ^[1]	45	45
Sand Equivalency (AASHTO T176, min)	40	40 ^[2]	45	50
Clay Lumps and Friable Particle in Aggregate (AASHTO T112)	<= 1%	<= 1%	<= 1%	<= 1%
Plasticity Index of Material Added to Mix Design as Mineral Filler (AASHTO T89/90)	<= 4	<= 4	<= 4	<= 4
Gyratory Compaction				
Gyrations for Nini	6	7	8	7
Gyrations for Ndes	40	75	100	65
Gyrations for Nmax	60	115	160	100
Air Voids, %Va (%Gmm Ndes)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.5 (95.5)
% Gmm Nini	<= 91.5 ^[3]	<= 89.0 ^[3]	<= 89.0	___
% Gmm Nmax	<= 98.0	<= 98.0	<= 98.0	<= 98.0
Dust to Binder Ratio ^[4] (% passing 0.075/Pbe)	0.6 - 1.2 ^[5]	0.6 - 1.2 ^[5]	0.6 - 1.2 ^[5]	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 ^{[6] [8]}	65 - 75 ^{[6] [7] [9]}	65 - 75 ^{[6] [7] [9]}	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) ^{[10] [11]}				
no antistripping additive	0.75 min	0.75 min	0.75 min	0.80 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)	___	___	___	<= 0.30
Minimum Effective Asphalt Content, Pbe (%)	___	___	___	5.5

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

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

^[3] The percent maximum density at initial compaction is only a guideline.

^[4] For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

^[5] For No 6 (4.75 mm) nominal maximum size mixes, the specified dust to binder ratio limits are 1.0 - 2.0 for LT mixes and 1.5 - 2.0 for MT and HT mixes.

^[6] For No. 6 (4.75mm) nominal maximum size mixes, the specified VFB is 67 - 79 percent for LT mixes and 66 - 77 percent for MT and HT mixes.

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

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

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

^[10] WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

^[11] Run TSR at asphalt content corresponding to 3.0% air void regressed design, or 4.5% air void design for SMA, using distilled water for testing.

460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Replace paragraph four with the following effective with the December 2019 letting:

- (4) Use the test methods identified below, or other methods the engineer approves, to perform the following tests at the frequency indicated:

Blended aggregate gradations:

Drum plants:

- Field extraction by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1. Gradation of resulting aggregate sample determined according to AASHTO T30.
- Belt samples, optional for virgin mixtures, obtained from stopped belt or from the belt discharge using an engineer-approved sampling device and performed according to AASHTO T11 and T27.

Batch plants:

- Field extraction by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164 method A or B; or automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1. Gradation of resulting aggregate sample determined according to AASHTO T30.

Asphalt content (AC) in percent:

AC by ignition oven according to AASHTO T308 (CMM 8-36.6.3.6), by chemical extraction according to AASHTO T-164 method A or B; or by automated extraction according to ASTM D8159 as modified in CMM 8-36.6.3.1. Gradation of resulting aggregate sample determined according to AASHTO T30.

Bulk specific gravity of the compacted mixture according to AASHTO T166.

Maximum specific gravity according to AASHTO T209.

Air voids (Va) by calculation according to AASHTO T269.

VMA by calculation according to AASHTO R35.

460.2.8.2.1.4.2 Control Charts

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Maintain standardized control charts at the laboratory. Record contractor test results on the charts the same day as testing. Record data on the standardized control charts as follows:
- Blended aggregate gradation tests in percent passing. Of the following, plot sieves required in table 460-1: 37.5-mm, 25.0-mm, 19.0-mm, 12.5-mm, 9.5-mm, 4.75-mm, 2.36-mm, 1.18-mm, 0.60-mm, and 0.075-mm.
 - Asphalt material content in percent.
 - Air voids in percent.
 - VMA in percent.
- (2) Plot both the individual test point and the running average of the last 4 data points on each chart. Show QC data in black with the running average in red. Draw the warning limits with a dashed green line and the JMF limits with a dashed red line. The contractor may use computer generated black-and-white printouts with a legend that clearly identifies the specified color-coded components.

460.2.8.2.1.5 Control Limits

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
4.75-mm	+/- 5.0	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
1.18-mm	+/- 4.0	+/- 3.0
0.60-mm	+/- 4.0	+/- 3.0
0.075-mm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent ^[1]	+1.3/-1.0	+1.0/-0.7
VMA in percent ^[2]	- 0.5	- 0.2

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

^[2] 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 ^[3] (in inches)
No. 1 (37.5 mm)	4.5	6	4.5	6
No. 2 (25.0 mm)	3.0	5	4	6
No. 3 (19.0 mm)	2.25	4	3	5
No. 4 (12.5 mm) ^[1]	1.75	3 ^[2]	2.5	4
No. 5 (9.5 mm) ^[1]	1.25	3 ^[2]	2	3
No. 6 (4.75 mm)	0.75	1.25	1.25	1.25

^[1] SMA mixtures use nominal size No. 4 (12.5 mm) or No. 5 (9.5 mm).

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

^[3] For use on cross-overs and shoulders.

- (2) Place leveling layers using No. 4 (12.5 mm), No. 5 (9.5 mm), or No. 6 (4.75 mm) mixtures. Leveling layers may be thinner than the minimum lower layer thickness for the mixture used.
- (3) Place wedging layers as the contract specifies or engineer directs. Wedging layers have no specified minimum or maximum thickness.

460.3.3.1 Minimum Required Density

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Compact No. 6 mixtures in lower layers as specified in 450.3.2.6.2 and in upper layers as specified in 450.3.2.6.3. For other HMA mixtures, compact all layers to the density table 460-3 specifies.

TABLE 460-3 MINIMUM REQUIRED DENSITY^[1]

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

^[1] The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer will investigate the acceptability of that material according to CMM 8-15.11.

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

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

^[4] Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

460.3.3.2 Pavement Density Determination

Replace paragraph three with the following effective with the December 2019 letting:

- (3) A lot is defined in CMM 8-15 and placed within a single layer for each location and target maximum density category indicated in table 460-3. The lot density is the average of all samples taken for that lot. The department determines the number of tests per lot according to CMM 8-15.

460.5.2.1 General

Replace paragraph six with the following effective with the December 2019 letting:

- (6) If during a QV dispute resolution investigation the department discovers unacceptable mixture defined by one or more of the following:
- Va less than 2.5 or greater than 6.5 percent for SMA, or for other mixes, less than 1.5 or greater than 5.0 percent.
 - VMA more than 1.0 percent below the minimum or above the maximum specified in table 460-1.
 - AC more than 0.5 % below the JMF target.

Remove and replace the material, or if the engineer allows the mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

501.2.5.5 Sampling and Testing

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Sample and test aggregates for concrete according to the following:

Sampling aggregates ^[1]	AASHTO T2
Lightweight pieces in aggregate	AASHTO T113
Material finer than No. 200 sieve ^[1]	AASHTO T11
Unit weight of aggregate	AASHTO T19
Organic impurities in sands	AASHTO T21
Sieve analysis of aggregates	AASHTO T27
Effect of organic impurities in fine aggregate	AASHTO T71
Los Angeles abrasion of coarse aggregate	AASHTO T96
Alkali Silica Reactivity of Aggregates	ASTM C1260
Alkali Silica Reactivity of Combinations of Cementitious Materials and Aggregates	ASTM C1567
Freeze-thaw soundness of coarse aggregate ^[1]	AASHTO T103
Sodium sulfate soundness of coarse aggregates (R-4, 5 cycles)	AASHTO T104
Specific gravity and absorption of fine aggregate	AASHTO T84
Specific gravity and absorption of coarse aggregate ^[1]	AASHTO T85
Flat & elongated pieces based on a 3:1 ratio ^[1]	ASTM D4791
Sampling fresh concrete	AASHTO R60
Making and curing concrete compressive strength test specimens	AASHTO T23
Compressive strength of molded concrete cylinders	AASHTO T22

^[1] As modified in CMM 8-60.

505.2.2 Bar Steel Reinforcement

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Conform to AASHTO M31, type S or type W.

505.2.3 High-Strength Bar Steel Reinforcement

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Conform to AASHTO M31, grade 60, type S or type W.

505.2.4.1 General

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Conform to AASHTO M31, grade 60, type S or type W. Ensure that the coating is applied in a CRSI certified epoxy coating plant. Bend bars that require bending before coating, unless the fabricator can bend the bar without damaging the coating.

505.2.6.1 General

Replace paragraph one with the following effective with the December 2019 letting:

- (1) For dowel bars and straight tie bars, there is no requirement for bend tests. Ensure that the bars are the specified diameter and length the plans show.

505.2.6.2.2 Solid Dowel Bars

Replace paragraph one with the following effective with the December 2019 letting:

- (1) Furnish coated bars conforming to AASHTO M31 grade 40 or 60. Alternatively the contractor may furnish dowel bars conforming to AASHTO M227 grade 70-80. Coat in a plant certified by the Concrete Reinforcing Steel Institute with a thermosetting epoxy conforming to AASHTO M254, type B.

625.3.2 Processing Topsoil or Salvaged Topsoil

Delete paragraph four effective with the December 2019 letting.

701.3.1 General

Replace the entire text with the following effective with the December 2019 letting:

- (1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Use the test methods specified in table 701-1.

TABLE 701-1 TESTING AND CERTIFICATION STANDARDS

TEST	TEST STANDARD	MINIMUM REQUIRED CERTIFICATION (any one of the certifications listed for each test)
Random Sampling	CMM 8-30.9.2	Transportation Materials Sampling Technician (TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG) PCC Technician I (PCCTEC-I) PCCTEC-I Assistant Certified Technician (ACT-PCC) Grading Technician I (GRADINGTEC-I) Grading Assistant Certified Technician (ACT-GRADING)
Sampling Aggregates	AASHTO T2 ^{[1][4]}	TMS, AGGTEC-1, ACT-AGG
Percent passing the No. 200 sieve	AASHTO T11 ^[1]	AGGTEC-I, ACT-AGG
Fine and coarse aggregate gradation	AASHTO T27 ^[1]	
Aggregate moisture content	AASHTO T255 ^[1]	
Fractured faces	ASTM D5821 ^[1]	
Liquid limit	AASHTO T89	Aggregate Testing for Transportation Systems (ATTS) GRADINGTEC-I, or ACT-GRADING
Plasticity index	AASHTO T90 ^[3]	
Sampling freshly mixed concrete	AASHTO R60	PCCTEC-1 ACT-PCC
Air content of fresh concrete	AASHTO T152 ^[2]	
Air void system of fresh concrete	AASHTO TP118 ^[5]	
Concrete slump	AASHTO T119 ^[2]	
Concrete temperature	ASTM C1064	
Making and curing concrete cylinders	AASHTO T23	
Moist curing for concrete cylinders	AASHTO M201	
Concrete compressive strength	AASHTO T22	Concrete Strength Tester (CST) CST Assistant Certified Technician (ACT-CST)
Concrete flexural strength	AASHTO T97	
Profiling	—	PROFILER

^[1] As modified in CMM 8-60.

^[2] As modified in CMM 8-70.

^[3] A plasticity check, if required under individual QMP provisions, may be performed by an AGGTEC-I in addition to the certifications listed for liquid limit and plasticity index tests.

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

^[5] Consolidate 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^[1] can be used for multiple projects. If placement on a project does not begin within 120 calendar days after the date the stockpile sample was obtained, retest the stockpile before placement begins.

^[1] Replace the stockpile test with an in-place production test for concrete pavement recycled and processed on-site; test on the first day of production.

730.3.2 Contractor QC Testing

Replace paragraph four with the following effective with the December 2019 letting:

- (4) Submit test results to the engineer within one business day of obtaining the sample, except any aggregate classification with recycled asphalt may be submitted within two business days.

730.3.4.1 Contractor QC Testing

Replace the entire text with the following effective with the December 2019 letting:

- (1) For small quantity contracts with ≤ 500 tons, submit 2 production tests or 1 stockpile test. Production tests are valid for 3 years from the date the production sample was obtained. Begin placement within 3 years of the date sampled.
- (2) For small quantity contracts with ≤ 6000 tons and ≥ 500 tons, do the following:
1. Conduct one QC stockpile test before placement.
 2. Submit 2 production tests or conduct 1 loadout test instead of placement tests. Production tests are valid for 3 years from the date the production sample was obtained; the first day of placement must be within 3 years of the date sampled.
 3. If the actual quantity placed is more than 6000 tons, on the next day of placement perform one additional random QC test for each 3000 tons of overrun, or fraction thereof.

740.3.2 Contractor QC Testing

Replace paragraph three with the following effective with the December 2019 letting:

- (3) Field-locate the beginning and ending points for each profile run. Measure the profiles of each standard and partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Define segments one wheel path wide and distinguished by length as follows:
1. Standard segments are 500 feet long.
 2. Partial segments are less than 500 feet long.

Errata

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 1st Tier and DBE Payments During Construction

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

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

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

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

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

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

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Non-discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective August 2015 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<https://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>

Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) Agreement Clauses. "Use of United States-flag vessels:"

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID**

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work.”
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

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

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: 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.

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, OZAUCKEE, 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, OZAUCKEE, 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
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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
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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.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

"General Decision Number: WI20200015 03/06/2020

Superseded General Decision Number: WI20190015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines).

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.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/28/2020
3	03/06/2020

BOIL0107-001 01/01/2017

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 35.65	29.89
Small Boiler Repair (under		
25,000 lbs/hr).....	\$ 26.91	16.00

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

BRWI0009-001 06/03/2019		

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,
AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.18	23.90

BRWI0011-002 06/03/2019		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.18	23.90

BRWI0013-002 06/03/2019		

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.56	24.23

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

BRWI0021-002 06/03/2019		

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.75	24.02

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
PILEDRIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

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

CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP2337-001 06/01/2016		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

CARP2337-003 06/01/2019		

	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 33.58	21.53
Zone B.....	\$ 33.58	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

ELEC0014-002 06/03/2019		

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST
CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 35.59	20.87

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
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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 Waupuin), 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

 ENGI0139-001 06/03/2019

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

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 46.66	22.20
Group 2.....	\$ 46.16	22.20
Group 3.....	\$ 45.66	22.20
Group 4.....	\$ 44.97	22.20
Group 5.....	\$ 41.79	22.20
Group 6.....	\$ 36.64	22.20

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour

EPA Level ""B"" Protection: \$2.00 per hour

EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads and/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantry (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

ENGI0139-003 06/03/2019

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.52	22.45
Group 2.....	\$ 40.27	22.45
Group 3.....	\$ 38.97	22.45
Group 4.....	\$ 38.44	22.45

Group 5.....	\$ 36.37	22.45
Group 6.....	\$ 34.84	22.45

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour
EPA Level ""B"" Protection: \$2.00 per hour
EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial

Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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, OZAUCREE, 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

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

LABO0113-002 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

LABO0113-003 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

LABO0113-011 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

LABO0140-002 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

PLUM0011-003 05/07/2018

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN
COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.63	20.72

PLUM0075-002 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.27	21.47

PLUM0075-004 06/01/2016

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK
COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.52	21.47

PLUM0075-009 06/01/2016

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.82	20.12

PLUM0111-007 05/28/2018

MARINETTE COUNTY (Niagara only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 33.33	24.48

PLUM0118-002 06/01/2019		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 42.95	23.60

PLUM0400-003 06/04/2018		

ADAMS,BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE,KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 36.74	19.06

PLUM0434-002 06/03/2018		

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 40.15	18.57

PLUM0601-003 06/03/2019		

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 46.89	25.29

PLUM0601-009 06/04/2017		

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 47.08	20.89

TEAM0039-002 06/01/2019		

	Rates	Fringes
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TRUCK DRIVER

1 & 2 Axle Trucks.....	\$ 29.57	22.03
3 or more axles; Euclids or Dumptor, Articulated Truck, Mechanic.....	\$ 29.72	22.03

SUWI2011-001 11/16/2011

Rates

Fringes

WELL DRILLER.....\$ 16.52

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

August 2018

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



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Federal ID(s): WISC 2020240

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0110 Clearing	366.000 SY	_____.	_____.
0004	201.0120 Clearing	106.000 ID	_____.	_____.
0006	201.0210 Grubbing	366.000 SY	_____.	_____.
0008	201.0220 Grubbing	106.000 ID	_____.	_____.
0010	203.0100 Removing Small Pipe Culverts	5.000 EACH	_____.	_____.
0012	203.0200 Removing Old Structure (station) 01. 832+00	LS	LUMP SUM	_____.
0014	204.0100 Removing Pavement	2,260.000 SY	_____.	_____.
0016	204.0110 Removing Asphaltic Surface	2,420.000 SY	_____.	_____.
0018	204.0115 Removing Asphaltic Surface Butt Joints	209.000 SY	_____.	_____.
0020	204.0120 Removing Asphaltic Surface Milling	244,702.000 SY	_____.	_____.
0022	204.0150 Removing Curb & Gutter	811.000 LF	_____.	_____.
0024	204.0155 Removing Concrete Sidewalk	107.000 SY	_____.	_____.
0026	204.0165 Removing Guardrail	2,134.000 LF	_____.	_____.
0028	204.0170 Removing Fence	1,486.000 LF	_____.	_____.
0030	204.0180 Removing Delineators and Markers	14.000 EACH	_____.	_____.
0032	204.0190 Removing Surface Drains	3.000 EACH	_____.	_____.



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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.0195 Removing Concrete Bases	1.000 EACH	_____.	_____.
0036	204.0275 Closing Culvert Pipes	1.000 EACH	_____.	_____.
0038	205.0100 Excavation Common	17,295.000 CY	_____.	_____.
0040	206.1000 Excavation for Structures Bridges (structure) 01. B-53-906	LS	LUMP SUM	_____.
0042	208.1100 Select Borrow	161.000 CY	_____.	_____.
0044	210.1500 Backfill Structure Type A	50.000 TON	_____.	_____.
0046	211.0400 Prepare Foundation for Asphaltic Shoulders	4,575.000 STA	_____.	_____.
0048	213.0100 Finishing Roadway (project) 01. 5155-02-62	1.000 EACH	_____.	_____.
0050	305.0110 Base Aggregate Dense 3/4-Inch	1,453.000 TON	_____.	_____.
0052	305.0120 Base Aggregate Dense 1 1/4-Inch	12,507.000 TON	_____.	_____.
0054	305.0500 Shaping Shoulders	1,269.000 STA	_____.	_____.
0056	305.0504.S Hauling Excess Shoulder Material	100.000 CY	_____.	_____.
0058	415.0410 Concrete Pavement Approach Slab	106.000 SY	_____.	_____.
0060	416.1010 Concrete Surface Drains	4.000 CY	_____.	_____.
0062	455.0605 Tack Coat	31,615.000 GAL	_____.	_____.
0064	460.0105.S HMA Percent Within Limits (PWL) Test Strip Volumetrics	1.000 EACH	_____.	_____.



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Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0066	460.0110.S HMA Percent Within Limits (PWL) Test Strip Density	2.000 EACH	_____.	_____.
0068	460.2000 Incentive Density HMA Pavement	10,280.000 DOL	1.00000	10,280.00
0070	460.2005 Incentive Density PWL HMA Pavement	37,038.000 DOL	1.00000	37,038.00
0072	460.2007 Incentive Density HMA Pavement Longitudinal Joints	109,400.000 DOL	1.00000	109,400.00
0074	460.2010 Incentive Air Voids HMA Pavement	52,379.000 DOL	1.00000	52,379.00
0076	460.6224 HMA Pavement 4 MT 58-28 S	51,939.000 TON	_____.	_____.
0078	465.0105 Asphaltic Surface	5,140.000 TON	_____.	_____.
0080	465.0110 Asphaltic Surface Patching	100.000 TON	_____.	_____.
0082	465.0120 Asphaltic Surface Driveways and Field Entrances	401.000 TON	_____.	_____.
0084	465.0305 Asphaltic Surface Safety Islands	18.000 TON	_____.	_____.
0086	465.0315 Asphaltic Flumes	141.000 SY	_____.	_____.
0088	502.0100 Concrete Masonry Bridges	9.000 CY	_____.	_____.
0090	502.2000 Compression Joint Sealer Preformed Elastomeric (width) 01. 2 1/2 IN	68.000 LF	_____.	_____.
0092	502.4205 Adhesive Anchors No. 5 Bar	76.000 EACH	_____.	_____.
0094	505.0600 Bar Steel Reinforcement HS Coated Structures	1,120.000 LB	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0096	509.0301 Preparation Decks Type 1	1.000 SY	_____.	_____.
0098	509.0310.S Sawing Pavement Deck Preparation Areas	10.000 LF	_____.	_____.
0100	509.1500 Concrete Surface Repair	155.000 SF	_____.	_____.
0102	516.0500 Rubberized Membrane Waterproofing	8.000 SY	_____.	_____.
0104	517.1800.S Structure Repainting Recycled Abrasive (structure) 01. B-53-906	LS	LUMP SUM	_____.
0106	517.4500.S Negative Pressure Containment and Collection of Waste Materials (structure) 01. B-53-906	LS	LUMP SUM	_____.
0108	517.6001.S Portable Decontamination Facility	1.000 EACH	_____.	_____.
0110	520.1018 Apron Endwalls for Culvert Pipe 18-Inch	6.000 EACH	_____.	_____.
0112	520.3318 Culvert Pipe Class III-A 18-Inch	170.000 LF	_____.	_____.
0114	520.8000 Concrete Collars for Pipe	6.000 EACH	_____.	_____.
0116	520.8700 Cleaning Culvert Pipes	3.000 EACH	_____.	_____.
0118	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	2.000 EACH	_____.	_____.
0120	521.1024 Apron Endwalls for Culvert Pipe Steel 24-Inch	4.000 EACH	_____.	_____.
0122	521.1518 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 18-Inch 6 to 1	4.000 EACH	_____.	_____.
0124	521.3118 Culvert Pipe Corrugated Steel 18-Inch	168.000 LF	_____.	_____.



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Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0126	521.3124 Culvert Pipe Corrugated Steel 24-Inch	100.000 LF	_____.	_____.
0128	522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch	130.000 LF	_____.	_____.
0130	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	124.000 LF	_____.	_____.
0132	522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch	74.000 LF	_____.	_____.
0134	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	4.000 EACH	_____.	_____.
0136	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	6.000 EACH	_____.	_____.
0138	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	4.000 EACH	_____.	_____.
0140	601.0120 Concrete Curb Type J	298.000 LF	_____.	_____.
0142	601.0411 Concrete Curb & Gutter 30-Inch Type D	70.000 LF	_____.	_____.
0144	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	937.000 LF	_____.	_____.
0146	602.0405 Concrete Sidewalk 4-Inch	1,071.000 SF	_____.	_____.
0148	602.0505 Curb Ramp Detectable Warning Field Yellow	50.000 SF	_____.	_____.
0150	606.0200 Riprap Medium	179.000 CY	_____.	_____.
0152	611.0636 Inlet Covers Type HM-S	1.000 EACH	_____.	_____.
0154	611.0642 Inlet Covers Type MS	1.000 EACH	_____.	_____.



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Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0156	611.3004 Inlets 4-FT Diameter	1.000 EACH	_____.	_____.
0158	611.3901 Inlets Median 1 Grate	1.000 EACH	_____.	_____.
0160	614.2330 MGS Guardrail 3 K	1,475.000 LF	_____.	_____.
0162	614.2500 MGS Thrie Beam Transition	157.000 LF	_____.	_____.
0164	614.2610 MGS Guardrail Terminal EAT	8.000 EACH	_____.	_____.
0166	616.0700.S Fence Safety	1,350.000 LF	_____.	_____.
0168	618.0100 Maintenance And Repair of Haul Roads (project) 01. 5155-02-62	1.000 EACH	_____.	_____.
0170	619.1000 Mobilization	1.000 EACH	_____.	_____.
0172	623.0200 Dust Control Surface Treatment	21,090.000 SY	_____.	_____.
0174	624.0100 Water	140.000 MGAL	_____.	_____.
0176	625.0500 Salvaged Topsoil	31,211.000 SY	_____.	_____.
0178	627.0200 Mulching	12,284.000 SY	_____.	_____.
0180	628.1104 Erosion Bales	8.000 EACH	_____.	_____.
0182	628.1504 Silt Fence	5,249.000 LF	_____.	_____.
0184	628.1520 Silt Fence Maintenance	10,488.000 LF	_____.	_____.
0186	628.1905 Mobilizations Erosion Control	5.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0188	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH	_____.	_____.
0190	628.2004 Erosion Mat Class I Type B	17,584.000 SY	_____.	_____.
0192	628.2023 Erosion Mat Class II Type B	2,439.000 SY	_____.	_____.
0194	628.7005 Inlet Protection Type A	1.000 EACH	_____.	_____.
0196	628.7015 Inlet Protection Type C	7.000 EACH	_____.	_____.
0198	628.7020 Inlet Protection Type D	1.000 EACH	_____.	_____.
0200	628.7504 Temporary Ditch Checks	277.000 LF	_____.	_____.
0202	628.7555 Culvert Pipe Checks	52.000 EACH	_____.	_____.
0204	628.7560 Tracking Pads	11.000 EACH	_____.	_____.
0206	629.0210 Fertilizer Type B	20.000 CWT	_____.	_____.
0208	630.0120 Seeding Mixture No. 20	637.000 LB	_____.	_____.
0210	630.0140 Seeding Mixture No. 40	227.000 LB	_____.	_____.
0212	630.0200 Seeding Temporary	982.000 LB	_____.	_____.
0214	630.0500 Seed Water	884.000 MGAL	_____.	_____.
0216	631.1100 Sod Erosion Control	346.000 SY	_____.	_____.
0218	633.5200 Markers Culvert End	18.000 EACH	_____.	_____.
0220	634.0612 Posts Wood 4x6-Inch X 12-FT	3.000 EACH	_____.	_____.



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Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0222	634.0614 Posts Wood 4x6-Inch X 14-FT	5.000 EACH	_____.	_____.
0224	634.0616 Posts Wood 4x6-Inch X 16-FT	9.000 EACH	_____.	_____.
0226	634.0618 Posts Wood 4x6-Inch X 18-FT	3.000 EACH	_____.	_____.
0228	634.0620 Posts Wood 4x6-Inch X 20-FT	1.000 EACH	_____.	_____.
0230	637.2210 Signs Type II Reflective H	109.000 SF	_____.	_____.
0232	637.2230 Signs Type II Reflective F	28.000 SF	_____.	_____.
0234	638.2102 Moving Signs Type II	56.000 EACH	_____.	_____.
0236	638.2602 Removing Signs Type II	8.000 EACH	_____.	_____.
0238	638.3000 Removing Small Sign Supports	7.000 EACH	_____.	_____.
0240	638.4000 Moving Small Sign Supports	52.000 EACH	_____.	_____.
0242	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0244	643.0300 Traffic Control Drums	11,000.000 DAY	_____.	_____.
0246	643.0410 Traffic Control Barricades Type II	200.000 DAY	_____.	_____.
0248	643.0420 Traffic Control Barricades Type III	8,000.000 DAY	_____.	_____.
0250	643.0705 Traffic Control Warning Lights Type A	15,000.000 DAY	_____.	_____.
0252	643.0715 Traffic Control Warning Lights Type C	200.000 DAY	_____.	_____.
0254	643.0800 Traffic Control Arrow Boards	7.000 DAY	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0256	643.0900 Traffic Control Signs	26,000.000 DAY	_____.	_____.
0258	643.0920 Traffic Control Covering Signs Type II	45.000 EACH	_____.	_____.
0260	643.1050 Traffic Control Signs PCMS	49.000 DAY	_____.	_____.
0262	643.1070 Traffic Control Cones 42-Inch	500.000 DAY	_____.	_____.
0264	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0266	644.1430 Temporary Pedestrian Surface Plate	900.000 SF	_____.	_____.
0268	644.1601 Temporary Pedestrian Curb Ramp	28.000 DAY	_____.	_____.
0270	644.1810 Temporary Pedestrian Barricade	230.000 LF	_____.	_____.
0272	645.0130 Geotextile Type R	341.000 SY	_____.	_____.
0274	646.1020 Marking Line Epoxy 4-Inch	5,360.000 LF	_____.	_____.
0276	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	131,485.000 LF	_____.	_____.
0278	646.3020 Marking Line Epoxy 8-Inch	754.000 LF	_____.	_____.
0280	646.3040 Marking Line Grooved Wet Ref Epoxy 8-Inch	4,526.000 LF	_____.	_____.
0282	646.4520 Marking Line Same Day Epoxy 4-Inch	110,215.000 LF	_____.	_____.
0284	646.5020 Marking Arrow Epoxy	15.000 EACH	_____.	_____.
0286	646.5120 Marking Word Epoxy	2.000 EACH	_____.	_____.



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Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0288	646.6120 Marking Stop Line Epoxy 18-Inch	351.000 LF	_____.	_____.
0290	646.7120 Marking Diagonal Epoxy 12-Inch	1,247.000 LF	_____.	_____.
0292	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	393.000 LF	_____.	_____.
0294	646.8120 Marking Curb Epoxy	98.000 LF	_____.	_____.
0296	646.8220 Marking Island Nose Epoxy	10.000 EACH	_____.	_____.
0298	646.9010 Marking Removal Line Water Blasting 4-Inch	200.000 LF	_____.	_____.
0300	648.0100 Locating No-Passing Zones	10.460 MI	_____.	_____.
0302	649.0105 Temporary Marking Line Paint 4-Inch	71,000.000 LF	_____.	_____.
0304	649.0150 Temporary Marking Line Removable Tape 4-Inch	1,745.000 LF	_____.	_____.
0306	649.0250 Temporary Marking Line Removable Tape 8-Inch	200.000 LF	_____.	_____.
0308	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	250.000 LF	_____.	_____.
0310	650.4000 Construction Staking Storm Sewer	2.000 EACH	_____.	_____.
0312	650.4500 Construction Staking Subgrade	9,496.000 LF	_____.	_____.
0314	650.5000 Construction Staking Base	9,496.000 LF	_____.	_____.
0316	650.5500 Construction Staking Curb Gutter and Curb & Gutter	1,305.000 LF	_____.	_____.



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Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0318	650.6000 Construction Staking Pipe Culverts	19.000 EACH	_____.	_____.
0320	650.7000 Construction Staking Concrete Pavement	33.000 LF	_____.	_____.
0322	650.8000 Construction Staking Resurfacing Reference	68,375.000 LF	_____.	_____.
0324	650.8500 Construction Staking Electrical Installations (project) 01. 5155-02-62	LS	LUMP SUM	_____.
0326	650.9000 Construction Staking Curb Ramps	5.000 EACH	_____.	_____.
0328	650.9910 Construction Staking Supplemental Control (project) 01. 5155-02-62	LS	LUMP SUM	_____.
0330	650.9920 Construction Staking Slope Stakes	9,530.000 LF	_____.	_____.
0332	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	42.000 LF	_____.	_____.
0334	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	37.000 LF	_____.	_____.
0336	652.0800 Conduit Loop Detector	1,101.000 LF	_____.	_____.
0338	653.0135 Pull Boxes Steel 24x36-Inch	2.000 EACH	_____.	_____.
0340	654.0101 Concrete Bases Type 1	4.000 EACH	_____.	_____.
0342	655.0230 Cable Traffic Signal 5-14 AWG	191.000 LF	_____.	_____.
0344	655.0250 Cable Traffic Signal 9-14 AWG	465.000 LF	_____.	_____.
0346	655.0700 Loop Detector Lead In Cable	2,679.000 LF	_____.	_____.



Proposal Schedule of Items

Page 12 of 13

Proposal ID: 20200609015 Project(s): 5155-02-62

Federal ID(s): WISC 2020240

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0348	655.0800 Loop Detector Wire	3,148.000 LF	_____.	_____.
0350	657.0100 Pedestal Bases	3.000 EACH	_____.	_____.
0352	657.0405 Traffic Signal Standards Aluminum 3.5-FT	2.000 EACH	_____.	_____.
0354	657.0425 Traffic Signal Standards Aluminum 15-FT	1.000 EACH	_____.	_____.
0356	657.0595 Trombone Arms 25-FT	1.000 EACH	_____.	_____.
0358	658.0173 Traffic Signal Face 3S 12-Inch	1.000 EACH	_____.	_____.
0360	658.0175 Traffic Signal Face 5S 12-Inch	2.000 EACH	_____.	_____.
0362	690.0150 Sawing Asphalt	12,560.000 LF	_____.	_____.
0364	690.0250 Sawing Concrete	70.000 LF	_____.	_____.
0366	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
0368	740.0440 Incentive IRI Ride	53,800.000 DOL	1.00000	53,800.00
0370	SPV.0060 Special 01. Landmark Reference Monuments Special	10.000 EACH	_____.	_____.
0372	SPV.0060 Special 02. Verify Landmark Reference Monuments	40.000 EACH	_____.	_____.
0374	SPV.0060 Special 03. Bearing Repair	2.000 EACH	_____.	_____.
0376	SPV.0060 Special 04. Cleaning and Painting Bearings	16.000 EACH	_____.	_____.
0378	SPV.0060 Special 05. Removing Billboards	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 13 of 13

Proposal ID: 20200609015 Project(s): 5155-02-62

Federal ID(s): WISC 2020240

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0380	SPV.0090 Special 01. Asphaltic Centerline Rumble Strip Sinusoidal 2-Lane Rural	53,612.000 LF	_____.	_____.
0382	SPV.0090 Special 02. Asphaltic Shoulder Rumble Strip Sinusoidal 2-Lane Rural	107,812.000 LF	_____.	_____.
0384	SPV.0090 Special 03. Strip Seal Gland Replacement	33.000 LF	_____.	_____.
0386	SPV.0105 Special 01. Remove Loop Detector Wire and Lead-In Cable, USH 14 & CTH M	LS	LUMP SUM	_____.
0388	SPV.0105 Special 02. Remove and Reinstall Traffic Signal Standards and Ped Push Buttons	LS	LUMP SUM	_____.
0390	SPV.0105 Special 03. Remove and Reinstall Loop Detector Wire and Lead-In Cable, USH 14 & USH 51	LS	LUMP SUM	_____.
0392	SPV.0180 Special 01. Removing Distressed Pavement Milling	17,130.000 SY	_____.	_____.
0394	SPV.0180 Special 02. Methacrylate Flood Seal	1,370.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE



Wisconsin Department of Transportation

June 4, 2020

Division of Transportation Systems Development

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #15: 5155-02-62, WISC 2020 240
Evansville - Janesville
CTH M to USH 51 B-53-0906
USH 14
Rock County

Letting of June 9, 2020

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

Special Provisions:

Revised Special Provisions	
Article No.	Description
3	Prosecution and Progress

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
646.4520	Marking Line Same Day Epoxy 4-Inch Yellow	LF	110,215	5,500	115,715
649.0105	Temporary Marking Line Paint 4-Inch	LF	71,000	5,500	76,500

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
31	Centerline Sinusoidal Rumble Strip Detail – Revised note to clarify placement of pavement markings
32	Shoulder Sinusoidal Rumble Strip Detail – Eliminated portion of pavement marking note referring to temporary markings
122-125	Traffic Control Details for Stage 3 – Removed note regarding placement of 4-Inch Yellow temporary marking on lower layer of HMA pavement
157	Miscellaneous Quantity Sheet – Revised quantity for Marking Line Same Day Epoxy 4-Inch Yellow and added note at bottom of sheet
158	Miscellaneous Quantity Sheet – Revised quantity for Temporary Marking Line Paint 4-Inch

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

5155-02-62

June 4, 2020

Special Provisions

3. 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.

Place roadway signing, temporary pavement marking, and devices for traffic control as detailed in the plan, and in conformance to the Wisconsin Manual on Uniform Traffic Control Devices (WMUTCD), latest edition. For each traffic staging switch, adjust signs, pavement marking, and devices for traffic control completely before the end of operations on that day.

Notify property owners at least three calendar days in advance of any work affecting access to their entrance.

Provide the name and number to the following of a local person responsible for the emergency maintenance of traffic control prior to any traffic control being placed, in addition to the engineer:

Wisconsin State Patrol
Rock County Sheriff's Department
City of Janesville Police Department
City of Evansville Police Department

Notify the following 14 calendars days in advance of starting or concluding the detour for USH 14 or CTH H, or closing or reopening bridge B-53-906 over the Rock River:

Wisconsin State Patrol
Rock County Sheriff's Department
All local Police, Fire & EMS departments

Staged Construction:

Schedule of operations shall conform to the construction staging concept and schedule provided in the plan, unless the engineer approves modifications in writing. The substages listed below are shown in the plan. Major items of work associated with each substage are identified.

Stage 1 (USH 14 Open to Thru Traffic):

- Begin mill and HMA pavement overlay for USH 14 and minor side roads.
- Limit work on Rock River bridge B-53-906 to what can be done under through traffic, while maintaining a minimum clear width of 16' during flagging. To avoid a signed width restriction, do not work on guardrail or concrete pavement approach slabs.
- Reconstruct CTH H.
- Begin reconstructing side road intersections at Tolles Road, CTH E, and CTH F.

- Begin replacement of guardrail.

Stage 2 (USH 14 Thru Traffic Detoured for 60 calendar days, utilizing STH 59 and USH 51):

Stage 2A (Rock River bridge closed, prior to start of fall semester classes):

- Complete CTH M signals, curb ramps, and HMA paving from the beginning of the project through the John Lindemann Drive intersection.
- Complete the work on Rock River bridge B-53-906.
- Complete the replacement of approach slabs at bridge B-53-906.
- Complete the reconstruction of CTH E.
- Continue mill and HMA pavement overlay for USH 14 and minor side roads.
- Continue reconstructing side road intersections at Tolles Road and CTH F.
- Continue replacement of guardrail.

Stage 2B (Rock River bridge reopened, after the start of fall semester classes):

- Complete the mill and HMA pavement overlay for USH 14 and minor side roads.
- Complete the reconstruction side road intersections at Tolles Road and CTH F.
- Complete the replacement of guardrail.
- Complete sinusoidal centerline rumble strips, and permanent yellow 12.5' skip dash and no passing zone solid line pavement marking along the centerline.

Stage 3 (USH 14 Open to Thru Traffic):

- Complete sinusoidal shoulder rumble strips and permanent white edgeline pavement marking along shoulders.
- Complete all other remaining work.

Restrictions:

Stage 1

Closure of CTH H is allowed for a maximum of 14 calendar days during Stage 1 or Stage 2A. CTH H shall not be closed at the same time that CTH E is closed, or during traffic signals and curb ramp work at CTH M.

Closure of CTH E is allowed for a maximum of 14 calendar days and can be done through Stage 1 and/or Stage 2A. CTH E shall not be closed at the same time that CTH H is closed, or at the same time that Hackbarth Road is closed.

Stage 2

Closure of CTH H (or continuation from Stage 1).

Closure of CTH E (or continuation from Stage 1).

Signed detour for USH 14 is allowed for a maximum of 60 calendar days. The detour shall not be utilized prior to August 3, 2020, after completion of the Rock County Fair. All HMA pavement shall be placed prior to October 2, 2020.

Complete CTH M traffic signals, curb ramps, and HMA paving from the beginning of the project through the John Lindemann Drive intersection within 14 calendar days, and while USH 14 is detoured.

Other

Complete the following and open to traffic prior to August 31, 2020 for the fall school semester for the Janesville and Evansville school districts:

- Repairs to Rock River bridge B-53-906.
- Reconstruction of CTH H intersection.
- Reconstruction of CTH E intersection.
- CTH M traffic signals, curb ramps, and HMA paving from the beginning of the project through the John Lindemann Drive intersection.

During Stages 1, 2B, and 3, provide a minimum clear width of 16' when flagging.

Interim Liquidated Damages – August 30, 2020 Interim Completion Date

The following must be completed prior to August 31, 2020 to the extent that the roadway is fully open to traffic:

- Repairs to Rock River bridge B-53-906.
- Reconstruction of CTH H intersection.
- Reconstruction of CTH E intersection.
- CTH M traffic signals, curb ramps, and HMA paving from the beginning of the project through the John Lindemann Drive intersection.

If the contractor fails to complete any item of the above list prior to August 31, 2020 and open to traffic, the department will assess the contractor \$1,875 in interim liquidated damages for each calendar day that any of the above list is not open to traffic beyond 12:01 AM, August 31, 2020. An entire calendar day will be charged for any period of time within a calendar day after 12:01 AM.

Interim Liquidated Damages – USH 14 Detour

Detour USH 14 for a maximum of 60 calendar days. Do not remove the detour until USH 14 can be reopened to traffic.

If the contractor fails to remove the USH 14 detour and reopen USH 14 to two-way traffic within 60 calendar days, the department will assess the contractor \$1,875 in interim liquidated damages for each calendar day that the USH 14 detour remains beyond 60 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the detour remains after 12:01 AM.

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

Interim Liquidated Damages – October 2, 2020 Interim Completion Date

Complete all HMA paving operations prior to October 3, 2020.

If the contractor fails to complete all HMA paving operations prior to October 3, 2020, the department will assess the contractor \$1,875 in interim liquidated damages for each calendar day that HMA Paving operations remain incomplete beyond 12:01 AM, October 3, 2020. An entire calendar day will be charged for any period of time within a calendar day that the detour remains after 12:01 AM.

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

Milling and Paving Restrictions:

All requirements and restrictions under this heading "Milling and Paving Restrictions" also apply where distressed pavement below the typical depth mill is removed and replaced.

After milling and before placing HMA pavement for USH 14 or for side roads, coordinate with the engineer to inspect the milled surface, and where directed by the engineer, remove and replace distressed pavement below the mill, per the detail in the plan.

Two-way USH 14 traffic may run on a milled surface in one or both lanes if the elevation difference between opposing lanes is less than 2", for up to 24 hours, signed for "Grooved Pavement/35 MPH" (WO8-52/WO13-1), per SDD Traffic Control, Signing on Roadways with Milled Surfaces. Within 24 hours of opening a USH 14 lane to traffic, cover the milled surface with at least one layer of HMA pavement.

Do not expose any asphaltic longitudinal notched wedge to traffic for more than five calendar days, unless agreed to by the engineer

For two-way traffic during all stages, except that part of Stage 2A when the Rock River bridge is closed, the elevation difference between opposing lanes must be less than 2", supplemented with signing for "Uneven Lanes" (W8-11), per Traffic Control, Drop-Off Signing. This signing requirement also applies to that part of Stage 2A when the Rock River bridge is closed.

For an elevation difference of 2" or more between opposing lanes under two-way traffic during that part of Stage 2A when the Rock River bridge is closed, provide a slope of 3:1 or flatter per SDD 15D39, and reduce the elevation difference to less than 2" within 24 hours, or prior to a weekend, whichever comes first.

Provide 4" yellow pavement marking for the USH 14 centerline at all times, except during flagging operations. Use temporary paint for milled surfaces, and for the lower HMA layer. Use same day epoxy for the upper HMA layer. When open to thru traffic and the detour is not in service during Stage 1, provide 4'-long skips, and solid yellow lines for no passing zones if placed on HMA pavement. On a milled surface during any stage, or when the detour is in service under Stage 2A and Stage 2B, including the upper HMA layer prior to installation of centerline rumble strips and permanent yellow pavement marking, provide 4'-long skips, but instead of solid yellow lines, install DO NOT PASS signs (R4-1, 24"X30") at the beginning of no passing zones, and install additional R4-1 signs within no passing zones at 1 mile intervals and after county trunk highway intersections.

Flag traffic as necessary for the installation of the USH 14 cross culvert at Station 311+20, or the reconstruction of Tolles Road. When opening the roadway to two-way traffic afterward, an unpaved base aggregate dense driving surface is permitted under the following conditions:

- Apply SDD 15D45 ("Traffic Control Signing Roadways with Loose Gravel"). Provide advance advisory signing (WO13-1) of 35 mph for USH 14, and 25 mph for Tolles Road.
- For USH 14, the unpaved surface under two-way traffic is only permitted during Stage 2A when the Rock River bridge is closed, not exceeding a duration of seven calendar days. Do not exceed 25' for the length of unpaved surface. (If the culvert is replaced during any other stage, place at least two layers of HMA pavement for both lanes prior to reopening USH 14 to two-way traffic.)
- For Tolles Road, limit the unpaved surface to seven calendar days.
- Maintain a safe driving surface for the base aggregate dense:
 - Provide a base aggregate dense surface at least 6" thick, at the top matching the surface elevation of the abutting pavement. (Later removal of base aggregate dense for HMA paving will be incidental to other work.)
 - Shape and compact to avoid standing water in case of rain.
 - Monitor and maintain the surface daily to prevent ruts and potholes from developing.

- Provide a minimum clear width of 24' for USH 14 and 20' for Tolles Road, with drums spaced at 25' lining the shoulders to protect drop-offs.
- If necessary, to prevent airborne dust, apply water or Dust Control Surface Treatment. Water/Dust Control Surface Treatment used for this purpose will not be measured and paid for separately but will instead be considered incidental to other items of work.

Fish Spawning

There shall be no instream disturbance of the Rock River as a result of construction activity under or for this contract, from March 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of fish species.

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.

Migratory Birds/Swallows

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 required portions of 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 either by removing unoccupied nests during the non-nesting season or by installing a suitable netting device on the remaining structure prior to nesting activity. Maintain netting until the bridge is removed. Include the cost for preventing nesting in the cost of Removing Old Structure.

Northern Long-eared Bat (*Myotis septentrionalis*)

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

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

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

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

Schedule of Items

Attached, dated June 4, 2020, are the revised Schedule of Items Pages 9 and 10.

Plan Sheets

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

Revised: 31, 32, 122, 123, 124, 125, 157, 158.

END OF ADDENDUM

GENERAL NOTES

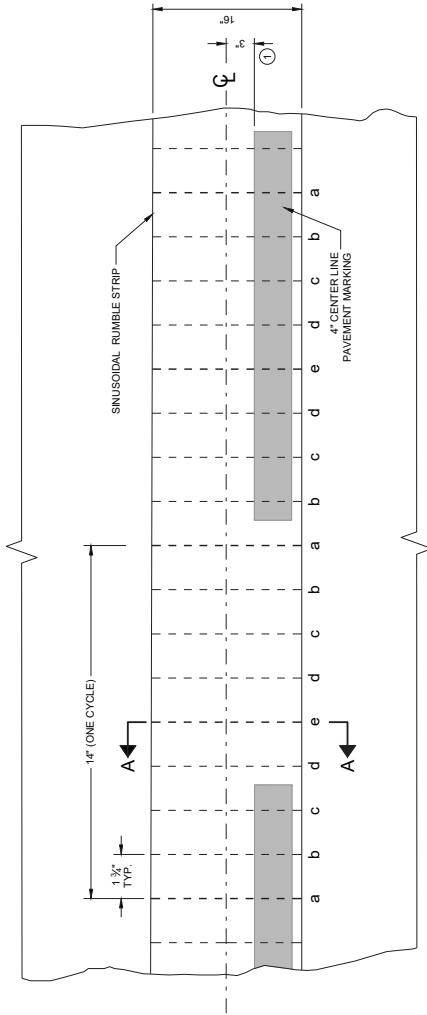
DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND APPLICABLE SPECIAL PROVISIONS.

GAP SINUSOIDAL RUMBLE STRIPS AT INTERSECTIONS, BRIDGE AND APPROACH SLABS, RAILROADS, DRIVEWAYS, PASSING AND CLIMBING LANES, AND OTHER MISCELLANEOUS CROSSINGS.

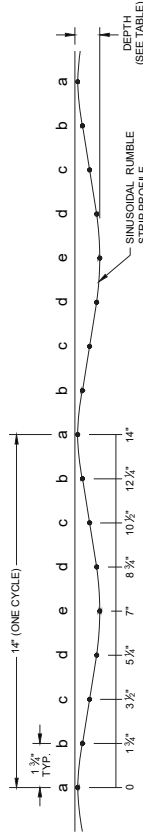
SHOULDER RUMBLE STRIPS MAY BE OMITTED IN AREAS WITH HIGH CONCENTRATIONS OF DRIVEWAYS WHEN DIRECTED BY THE ENGINEER.

PLACE 4" LONG YELLOW MARKING STRIPS PRIOR TO RUMBLE STRIP INSTALLATION. PERMANENT MARKINGS ARE INSTALLED AFTER RUMBLE STRIP INSTALLATION.

① REFER TO STD 1503 - SHEET "B" LONGITUDINAL MARKINGS (MAINLINE).



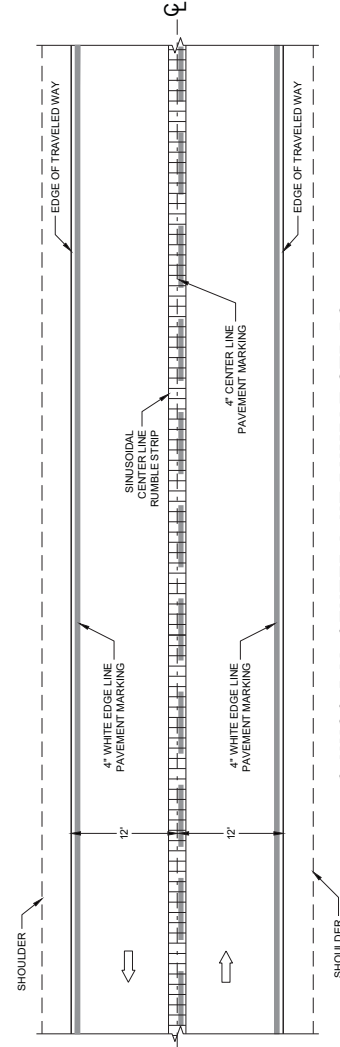
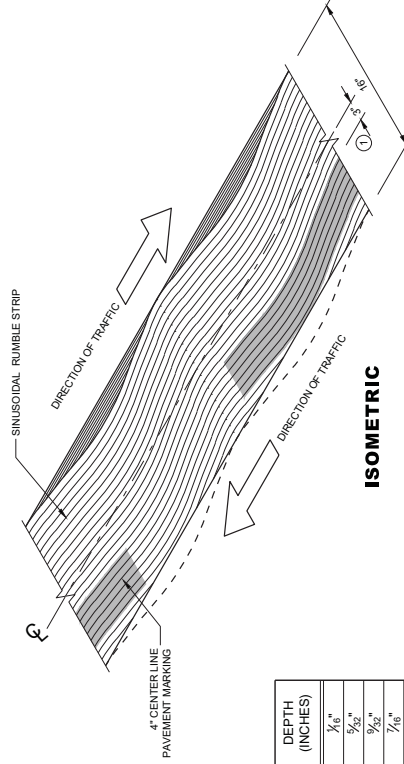
PLAN VIEW
SINUSOIDAL CENTER LINE RUMBLE STRIPS



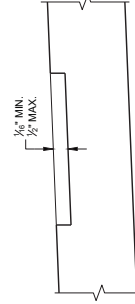
PROFILE VIEW
SINUSOIDAL SHOULDER RUMBLE STRIPS

LOCATION	DEPTH (INCHES)
a	3/8"
b	3/4"
c	9/8"
d	1 1/8"
e	1 3/8"

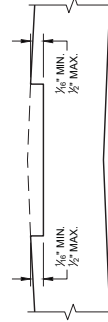
ISOMETRIC



SINUSOIDAL CENTER LINE RUMBLE STRIPS,
2-LANE ASPHALTIC ROADWAY



SECTION A - A
SUPERELEVATED ROADWAY



SECTION A - A
CROWNED ROADWAY

Addendum No. 01
ID 5155-02-62
Revised Sheet 31
June 4, 2020

PROJECT NO: 5155-02-62

HWY: USH 14

COUNTY: ROCK

CONSTRUCTION DETAILS

SHEET 31

E

FILE NAME: C:\WORK FROM HOME\41078600 - USH 14\DETAIL SINUS CENTER LINE.DWG

LAYOUT NAME: 135 - 2018

PLOT DATE: 6/9/2020 9:30 AM

PLOT BY: MUENCH, DOUGLAS

PLOT SCALE: Custom

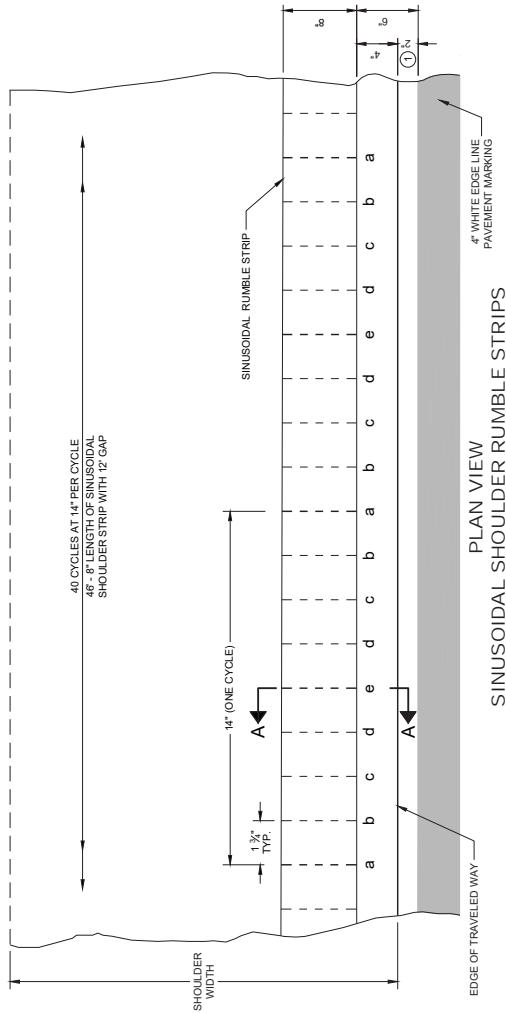
W5507/CADD SHEET 42

GENERAL NOTES

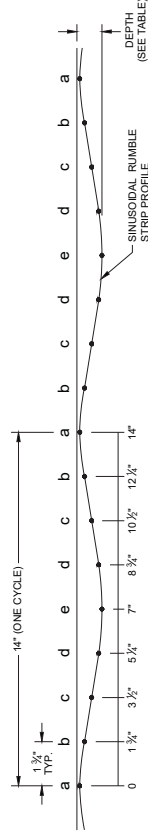
DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND APPLICABLE SPECIAL PROVISIONS.
GAP SINUSOIDAL RUMBLE STRIPS AT INTERSECTIONS, BRIDGE AND APPROACH SLABS, RAILROADS, DRIVEWAYS, PASSING AND CLIMBING LANES, AND OTHER MISCELLANEOUS CROSSINGS

SHOULDER RUMBLE STRIPS MAY BE OMITTED IN AREAS WITH HIGH CONCENTRATIONS OF

PERMANENT MARKINGS ARE INSTALLED AFTER RUMBLE STRIP INSTALLATION.

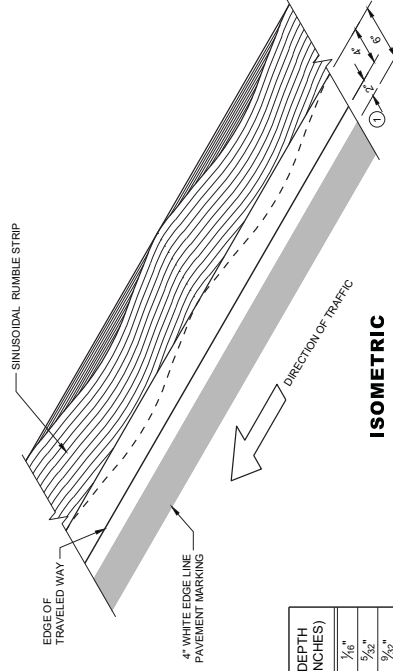


PLAN VIEW
SINUSOIDAL SHOULDER RUMBLE STRIPS

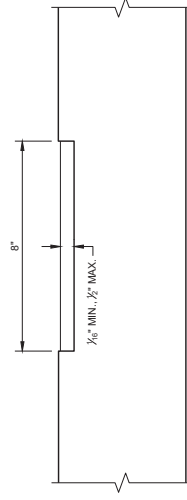


PROFILE VIEW
SINUSOIDAL SHOULDER RUMBLE STRIPS

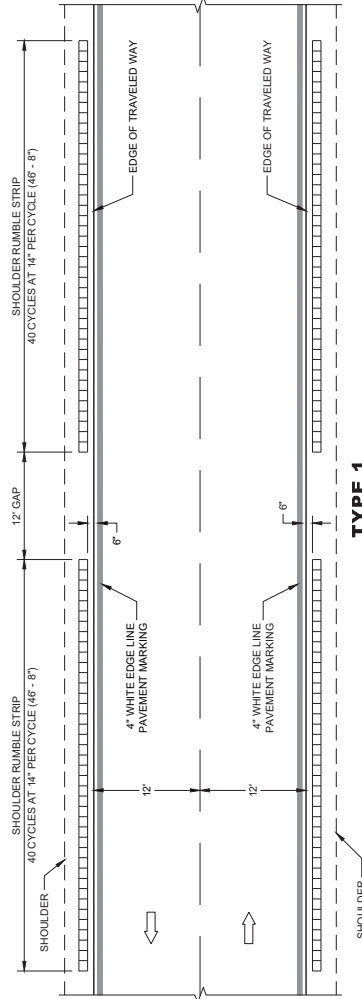
LOCATION	DEPTH (INCHES)
a	1/16"
b	3/32"
c	7/32"
d	7/16"
e	1/2"



ISOMETRIC



SECTION A - A



TYPE 1
SINUSOIDAL SHOULDER RUMBLE STRIPS,
2-LANE ASPHALTIC ROADWAY

Addendum No. 01
ID 5155-02-62
Revised Sheet 32
June 4, 2020

PROJECT NO: 5155-02-62

HWY: USH 14

COUNTY: ROCK

CONSTRUCTION DETAILS

SHEET 32

E

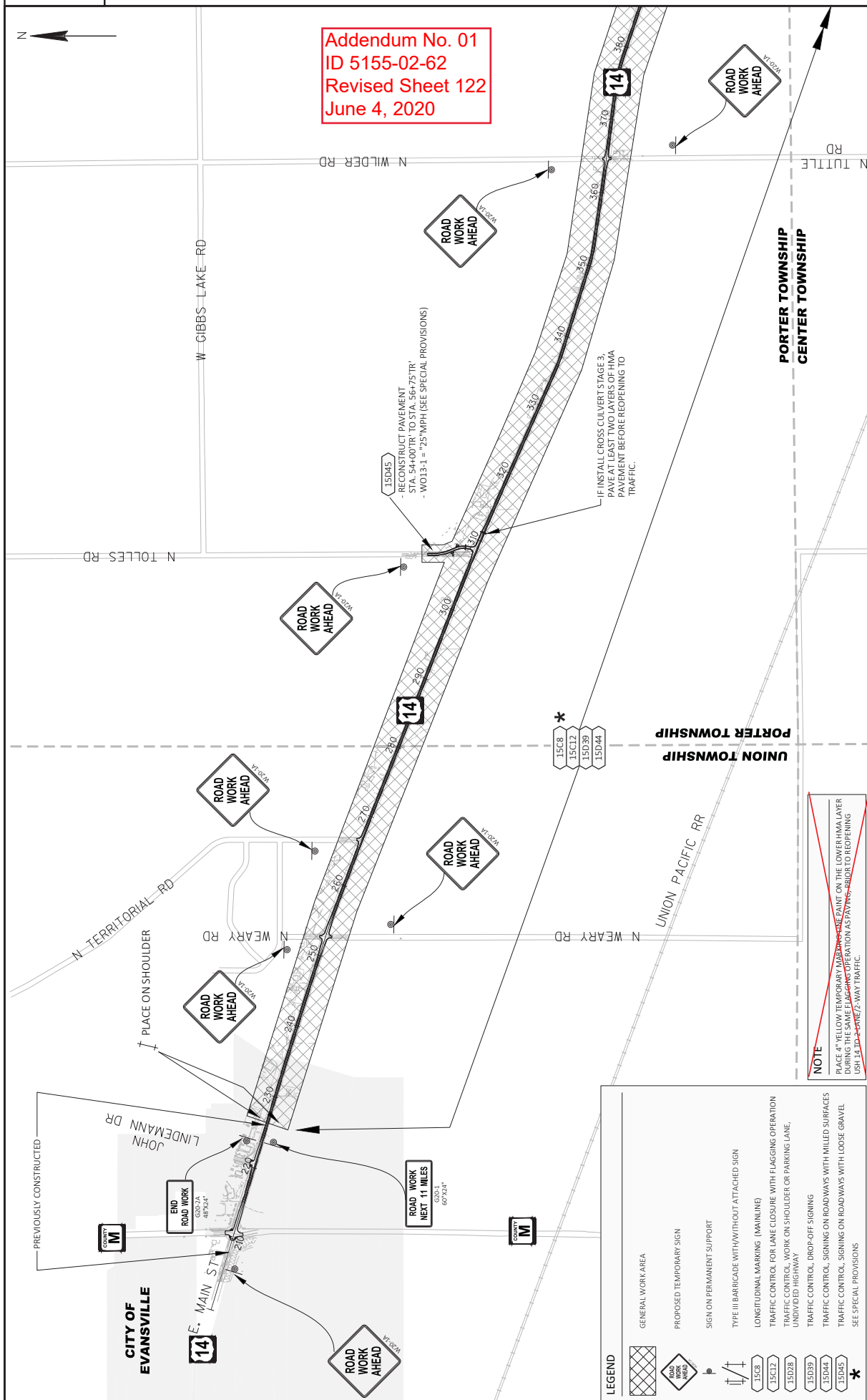
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LAYOUT NAME: 138--2018

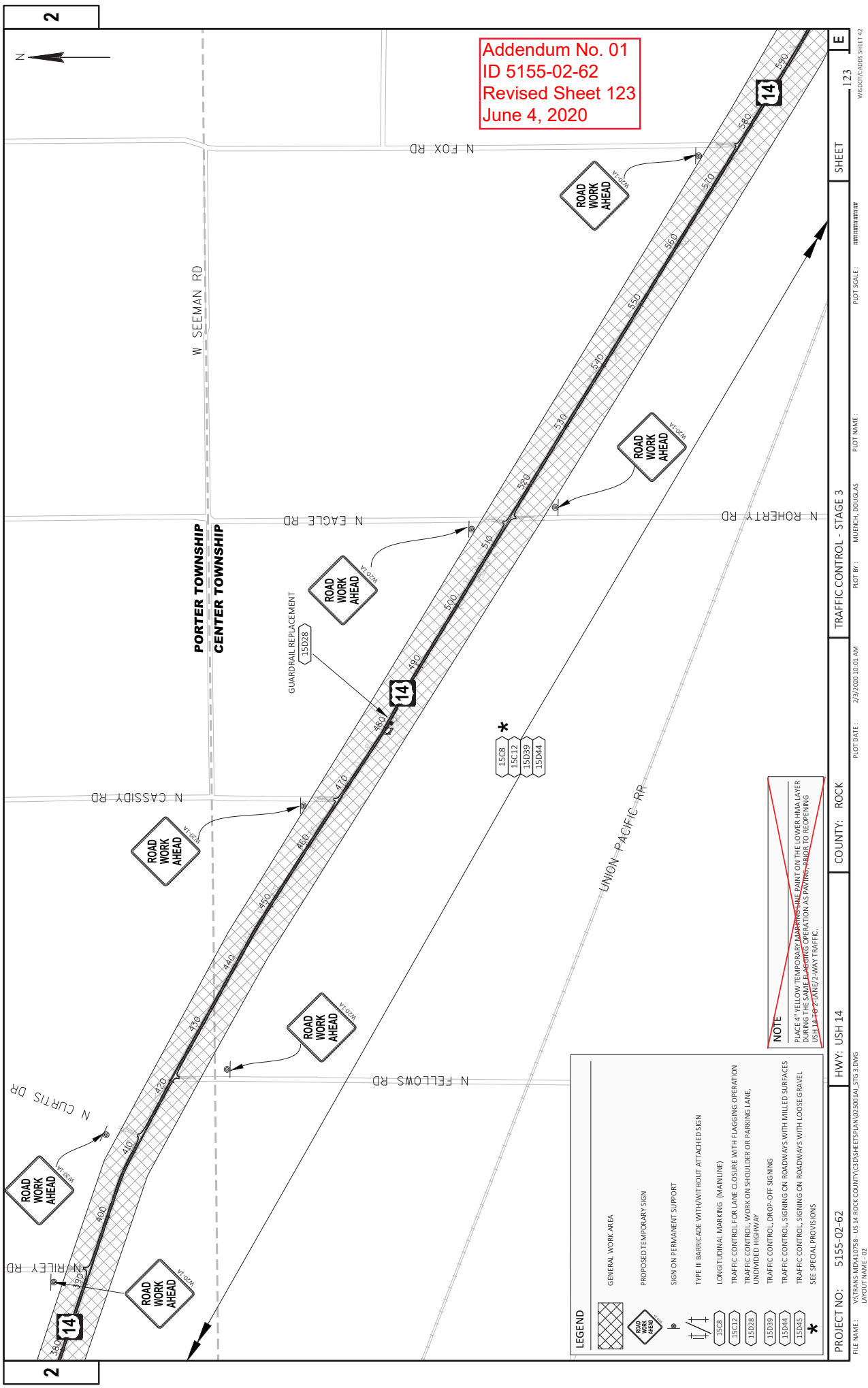
PLOT DATE: 6/9/2020 11:41 AM

PLOT BY: MUENCH, DOUGLAS

PLOT SCALE: Custom

W5507/CADD5 SHEET 42





Addendum No. 01
ID 5155-02-62
Revised Sheet 123
June 4, 2020

GENERAL WORK AREA

PROPOSED TEMPORARY SIGN

SIGN ON PERMANENT SUPPORT

TYPE III BARRICADE WITH/WITHOUT ATTACHED SIGN

LONGITUDINAL MARKING (MAINLINE)

TRAFFIC CONTROL FOR LANE CLOSURE WITH FLAGGING OPERATION

TRAFFIC CONTROL, WORK ON SHOULDER OR PARKING LANE, UNDIVIDED HIGHWAY

TRAFFIC CONTROL, DROP-OFF SIGNING

TRAFFIC CONTROL, SIGNING ON ROADWAYS WITH MILLED SURFACES

TRAFFIC CONTROL, SIGNING ON ROADWAYS WITH LOOSE GRAVEL

SEE SPECIAL PROVISIONS

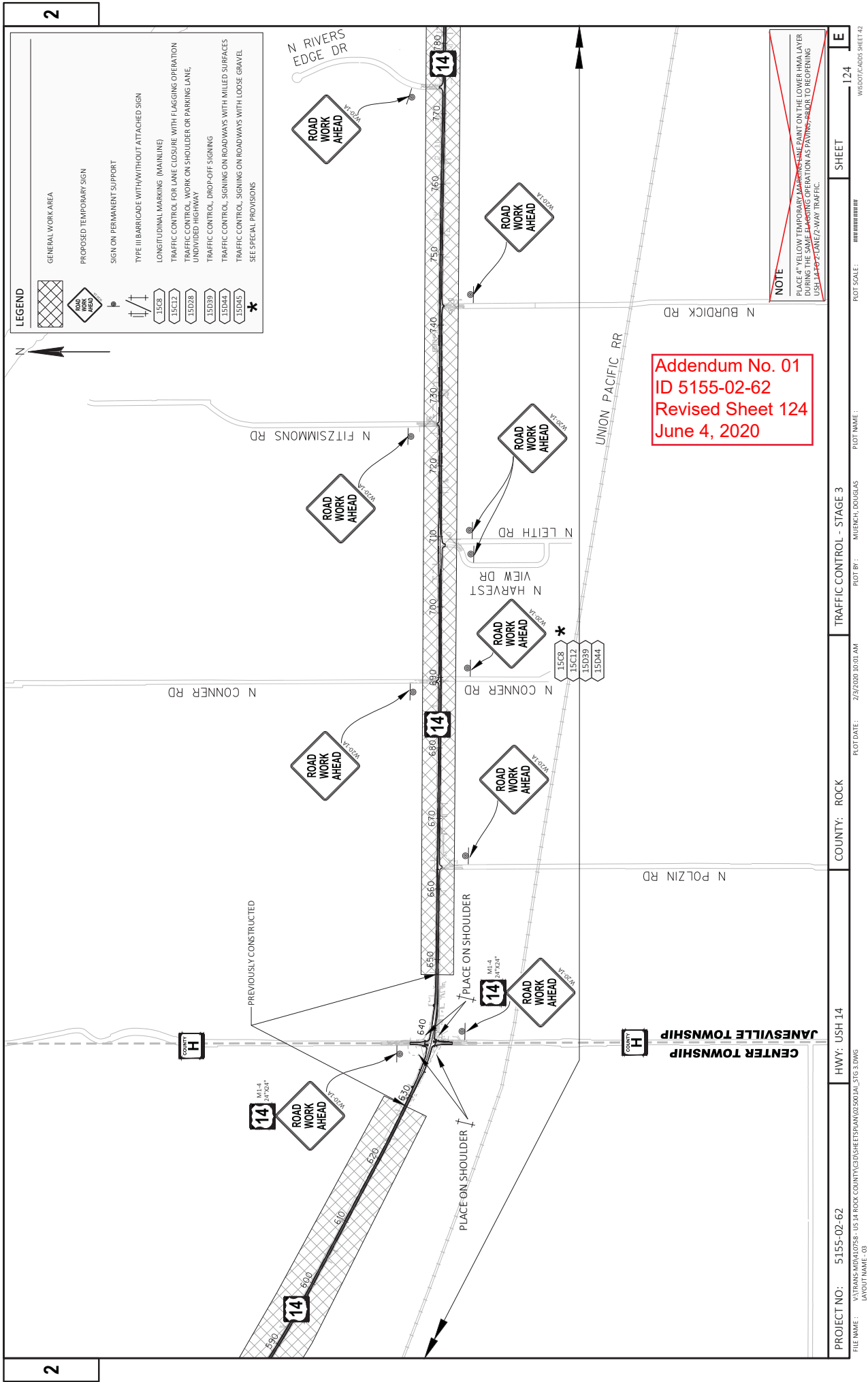
*

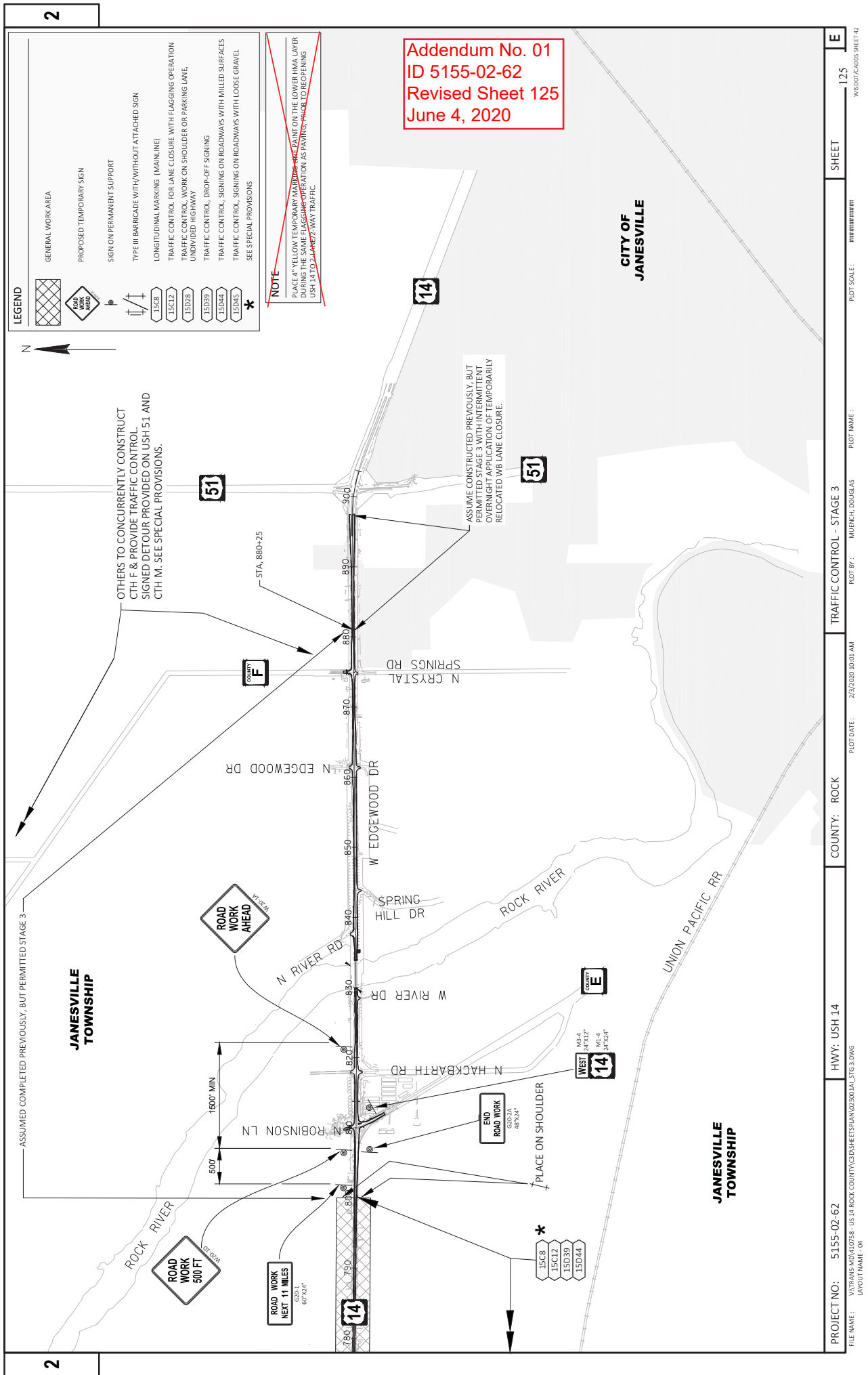
NOTE
PLACE 4" YELLOW TEMPORARY MARKING LINE PAINT ON THE LOWER HMA LAYER DURING THE SAME FLAGGING OPERATION AS PAINTING PRIOR TO REOPENING USH 14 TO 2-LANE/2-WAY TRAFFIC.

PROJECT NO: 5155-02-62
HWY: USH 14
COUNTY: ROCK
TRAFFIC CONTROL - STAGE 3
PLOT BY: MUECH, DOUGLAS
PLOT NAME: #####
PLOT SCALE: WSDOT/CADD SHEET 42
SHEET 123
E

FILE NAME: V:\TRANS\M0410758 - US 14 ROCK COUNTY\GIS\USHE159A\GIS503IAL\516 3.DWG
LAND TRAFFIC - 02

DATE: 2/2/2020 10:01 AM
PLOT DATE:





Addendum No. 01
ID 5155-02-62
Revised Sheet 157
June 4, 2020

3

PERMANENT PAVEMENT MARKING

LOCATION OR STA. TO STA.		OFFSET	ALIGN	LOCATION	646.1020	646.4520	646.1040	646.3020	646.3040	646.5020	646.5120	646.6120	646.7120	646.7420	646.8120	646.8220	648.0100
					MARKING LINE EPOXY 4-INCH YELLOW	MARKING LINE DAY EPOXY 4-INCH YELLOW	MARKING LINE GROOVED WET REF 4-INCH WHITE	MARKING LINE GROOVED WET REF 4-INCH WHITE	MARKING LINE GROOVED WET REF 8-INCH WHITE	MARKING ARROW EPOXY	MARKING WORDS EPOXY	MARKING STOP LINE EPOXY	MARKING DIAGONAL EPOXY 12-INCH YELLOW	MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH WHITE	MARKING CURB EPOXY	MARKING ISLAND EPOXY NOSE	LOCATING NO-PASSING ZONES
*PROJECT-WIDE		CL	-	CENTER LINE 4' SKIP DASH	-	5500	-	-	-	-	-	-	-	-	-	-	-
216+50 - 622+25		CL	-	CENTER LINE	-	60863	-	-	-	-	-	-	-	-	-	-	7.68
216+50 - 622+25		L/RT	-	EDGE LINES AT CROSSROADS	-	-	433	-	100	-	-	-	-	-	-	-	-
253+14 - 254+16		LT	-	N WEARY RD	-	-	-	102	-	-	-	-	-	-	-	-	-
309+45 - 311+20		LT	-	USH 14 MARKINGS	-	-	-	175	-	-	-	-	-	-	-	-	-
654+00 - 800+75		L/RT	-	EDGE LINES	-	-	28340	-	-	-	-	-	-	-	-	-	-
654+00 - 800+75		CL	-	CENTER LINE (SOLID & SKIP DASH)	-	22012	-	-	-	-	-	-	-	-	-	-	2.78
654+00 - 800+75		L/RT	-	EDGE LINES AT CROSSROADS	-	-	127	-	-	-	-	-	-	-	-	-	-
707+21 - 710+26		L/RT	-	N LEITH RD	-	-	-	343	-	-	-	-	-	-	-	-	-
CTH M INTERSECTION																	
209+80 - 216+50		-	-	USH 14 MARKINGS	-	725	991	262	7	1	63	-	-	131	-	-	-
CTH M		-	-	CTH M MARKINGS	263	-	-	147	4	-	93	-	-	164	-	-	-
JOHN LINDEMANN DRIVE																	
JOHN LINDEMANN DRIVE (NO ALIGNMENT)		-	-	-	-	-	-	-	-	-	22	-	-	98	-	-	-
CTH H																	
622+25 - 628+66		L/RT	-	USH 14 MARKINGS	-	802	1282	-	-	-	-	-	-	-	-	-	-
628+66 - 646+53		CL/L/RT	-	USH 14 MARKINGS	-	5762	3382	-	1004	-	-	-	381	-	-	-	-
646+53 - 654+00		L/RT	-	USH 14 MARKINGS	-	1495	1495	-	-	-	-	-	-	-	-	-	-
127+00 - 133+00		CL/L/RT	H	CTH H MARKINGS	849	861	-	284	-	-	87	-	-	-	60	6	-
CTH E																	
800+75 - 818+00		CL/L/RT	-	USH 14 MARKINGS	-	4336	2895	-	1495	-	-	-	168	307	-	-	-
198+50 - 202+75		CL/L/RT	E	CTH E MARKINGS	820	711	-	323	4	1	53	-	-	-	28	3	-
ROCK RIVER AREA																	
818+00 - 861+50		CL/L/RT	-	USH 14 MARKINGS	794	8303	7442	-	643	-	-	-	297	-	-	-	-
CTH F																	
861+50 - 897+52		CL/L/RT	-	USH 14 MARKINGS	-	5917	6989	-	402	-	-	-	94	-	10	1	-
260+00 - 261+44		CL/L/RT	F	CTH F MARKINGS	145	123	-	-	-	-	33	-	-	-	-	-	-
TOTALS					2871	2489	115715	131485	754	4526	15	2	351	940	98	10	10.46

* PLACE PRIOR TO RUMBLE STRIP INSTALLATION. ALL OTHER QUANTITIES FOR ITEM 646.4520 ARE PERMANENT, PLACED AFTER RUMBLE STRIPS ARE INSTALLED.

PROJECT NO: 5155-02-62

HWY: USH 14

COUNTY: ROCK

MISCELLANEOUS QUANTITIES

SHEET NO: 157

E

3

TEMPORARY PAVEMENT MARKING

STAGE	LOCATION	COLOR	DESCRIPTION	**649.0105		649.0150		649.0250		649.0850	
				TEMPORARY MARKING LINE PAINT 4-INCH	LF	TEMPORARY MARKING LINE REMOVABLE TAPE 4-INCH	LF	TEMPORARY MARKING LINE REMOVABLE TAPE 8-INCH	LF	TEMPORARY MARKING STOP LINE REMOVABLE TAPE 18-INCH	LF
1	227+00 - 638+00	YELLOW	USH 14 CL - SOLID & 4' SKIP DASH	50000	-	-	-	-	-	-	-
1	638+00 - 799+00	YELLOW	USH 14 CL - SOLID & 4' SKIP DASH	20000	-	-	-	-	-	-	-
2A	209+80 - 227+00	YELLOW	USH 14 CL - 4' SKIP DASH	200	-	-	-	-	-	-	-
2A	799+00 - 897+51	YELLOW	USH 14 CL - 4' SKIP DASH	800	-	-	-	-	-	-	-
2A	894+50 - 900+25 LT	YELLOW	WB USH 14, TEMPORARY INSIDE EDGELINE	-	575	-	-	-	-	-	-
2A	WB USH 14, EAST OF USH 51	WHITE	TAPER FOR LEFT TURN LANE	-	-	-	200	-	-	-	-
2A	WB USH 14, EAST OF USH 51	YELLOW	WB USH 14, TEMPORARY LANE DROP	-	-	950	-	-	-	-	-
2A	NORTH LEG, CTH M INTERSECTION	WHITE	CROSSWALK	-	-	220	-	-	-	-	-
2A	USH 14/CTH M INTERSECTION	WHITE	APPROACHES TO USH 14	-	-	-	-	-	-	100	100
2A & 2B	USH 14/CTH H INTERSECTION	WHITE	APPROACHES TO USH 14	-	-	-	-	-	-	100	100
2A & 2B	USH 14/CTH E INTERSECTION	WHITE	WB APPROACH TO USH 14	-	-	-	-	-	-	50	50
UNDISTRIBUTED	PROJECT-WIDE	YELLOW	USH 14 CL - 4' SKIP DASH ON MILLED SURFACE	5500	-	-	-	-	-	-	-
TOTALS				76500		1745		208		250	

** PLACE TEMPORARY PAVEMENT MARKINGS BEFORE OPENING TO 2-WAY TRAFFIC

MARKING REMOVAL LINE WATER BLASTING 4-INCH

STAGE	DESCRIPTION	LOCATION	646.9010	LF
2A	WHITE LANE LINE DASH	TEMPORARY LANE DROP - WB USH 14, EAST OF USH 51	150	150
2A	WHITE LANE LINE DASH TEMP LEFT TURN LANE TAPER	WB USH 14, EAST OF USH 51	50	50
TOTAL			200	

Addendum No. 01
ID 5155-02-62
Revised Sheet 158
June 4, 2020



Proposal Schedule of Items

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Proposal ID: 20200609015 Project(s): 5155-02-62

Federal ID(s): WISC 2020240

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0256	643.0900 Traffic Control Signs	26,000.000 DAY	_____.	_____.
0258	643.0920 Traffic Control Covering Signs Type II	45.000 EACH	_____.	_____.
0260	643.1050 Traffic Control Signs PCMS	49.000 DAY	_____.	_____.
0262	643.1070 Traffic Control Cones 42-Inch	500.000 DAY	_____.	_____.
0264	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0266	644.1430 Temporary Pedestrian Surface Plate	900.000 SF	_____.	_____.
0268	644.1601 Temporary Pedestrian Curb Ramp	28.000 DAY	_____.	_____.
0270	644.1810 Temporary Pedestrian Barricade	230.000 LF	_____.	_____.
0272	645.0130 Geotextile Type R	341.000 SY	_____.	_____.
0274	646.1020 Marking Line Epoxy 4-Inch	5,360.000 LF	_____.	_____.
0276	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	131,485.000 LF	_____.	_____.
0278	646.3020 Marking Line Epoxy 8-Inch	754.000 LF	_____.	_____.
0280	646.3040 Marking Line Grooved Wet Ref Epoxy 8-Inch	4,526.000 LF	_____.	_____.
0282	646.4520 Marking Line Same Day Epoxy 4-Inch	115,715.000 LF	_____.	_____.
0284	646.5020 Marking Arrow Epoxy	15.000 EACH	_____.	_____.
0286	646.5120 Marking Word Epoxy	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 10 of 13

Proposal ID: 20200609015 Project(s): 5155-02-62

Federal ID(s): WISC 2020240

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0288	646.6120 Marking Stop Line Epoxy 18-Inch	351.000 LF	_____.	_____.
0290	646.7120 Marking Diagonal Epoxy 12-Inch	1,247.000 LF	_____.	_____.
0292	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	393.000 LF	_____.	_____.
0294	646.8120 Marking Curb Epoxy	98.000 LF	_____.	_____.
0296	646.8220 Marking Island Nose Epoxy	10.000 EACH	_____.	_____.
0298	646.9010 Marking Removal Line Water Blasting 4-Inch	200.000 LF	_____.	_____.
0300	648.0100 Locating No-Passing Zones	10.460 MI	_____.	_____.
0302	649.0105 Temporary Marking Line Paint 4-Inch	76,500.000 LF	_____.	_____.
0304	649.0150 Temporary Marking Line Removable Tape 4-Inch	1,745.000 LF	_____.	_____.
0306	649.0250 Temporary Marking Line Removable Tape 8-Inch	200.000 LF	_____.	_____.
0308	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	250.000 LF	_____.	_____.
0310	650.4000 Construction Staking Storm Sewer	2.000 EACH	_____.	_____.
0312	650.4500 Construction Staking Subgrade	9,496.000 LF	_____.	_____.
0314	650.5000 Construction Staking Base	9,496.000 LF	_____.	_____.
0316	650.5500 Construction Staking Curb Gutter and Curb & Gutter	1,305.000 LF	_____.	_____.