

HIGHWAY WORK PROPOSAL

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

Proposal Number: **001**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Ozaukee Milwaukee	1229-04-70	WISC 2021385	I-43 North South Freeway; Silver Spring Dr To Sth 60	IH 043

ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: July 13, 2021 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time November 15, 2021	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 2%	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, Concrete Pavement, Curb and Gutter, Pavement Marking, Signs, FTMS, Storm Sewer	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.

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STSP'S Revised January 13, 2021

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1229-04-70, I-43 North South Freeway, Silver Spring Dr to STH 60, Const/Work Zone Prep, Milwaukee and Ozaukee 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, 2021 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 (20210113)

2. Scope of Work.

The work under this contract shall consist of removing overhead sign Structure S-40-16 and S-45-401, removals, grading, dense graded base, concrete pavement repair and replacement, concrete curb and gutter, asphaltic surface temporary, FTMS, erosion control, storm sewer, permanent signing, traffic control, pavement marking, restoration, 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.

The completion date is based on an expedited work schedule and may require extraordinary forces and equipment; work on Saturdays and Sundays; and work at night.

Indicate on the proposed schedule of operations that a large force and adequate equipment will be needed to assure that the work will be completed within the established contract time.

Be advised that there will be multiple mobilizations and/or remobilizations to complete construction operations. No additional payment will be made, by the department, for additional mobilizations.

Obtain all permits required that may be required for off peak and nighttime work, including hauling of materials. Cost of all permits are incidental to the project.

From Station 1307+75 to Station 1308+25 NB and SB, notify the WisDOT TMC prior to sawing concrete pavement. Contact Jeffrey Madson at (414) 225-3723 seven days in advance.

Provide 7 day advanced notice to the department prior to removing the overhead freeway DMS on overhead sign structure S-45-401.

Clear debris and buildup at temporary precast concrete barrier scuppers and openings as directed by the engineer to ensure proper drainage is maintained. Cost of clearing debris and buildup from scuppers are incidental to the concrete barrier temporary precast bid items.

A Nightly Freeway Shoulder Restoration

When working on the IH 43 NB and SB shoulders without the protection of concrete barrier temporary precast, no open excavation or storing of materials and equipment within the clear zones and no vertical drop-offs greater than 2 inches adjacent to the travel lanes will be permitted during Peak Hours and Off

Peak Hours with no lane closures. At the end of every Off Peak and nighttime closure, fill all excavated areas, restore the shoulders with base aggregate dense as shown on the plans, and remove all materials and equipment from the clear zones. Provide shoulder cross slopes with an 8% maximum rollover with the adjacent travel lanes for Peak Hour and Off Peak Hour freeway traffic operations providing two lanes in each direction. Before opening to two lanes of traffic, place traffic control drums at the inside edge of shoulder as shown on the plans. Nightly freeway shoulder restoration will be paid for under the Base Aggregate Dense 1 ¼-Inch bid item.

In Stage 1, when placing HMA pavement lower layers per the layers and gradations shown on the plans, no vertical drop-offs greater than 2 inches will be permitted where the shoulder abuts the adjacent travel lanes for Peak Hour and Off Peak Hour freeway traffic operations providing two lanes in each direction. Before opening to two lanes of traffic, place traffic control drums at the inside edge of shoulder as shown on the plans. From Station 1271+08.37 to Station 1367+92.50 NB and SB, place 2 inches of HMA pavement (upper layer) per the layer and gradation shown on the plans in one continuous pass during Freeway Single Lane Closure Hours (Off Peak Hours) only. From Station 1578+00.00 to Station 1784+50.00, place two inches of HMA pavement (upper layer) per the layer and gradation provided in the plans during Freeway Single Lane Closure (Off peak hours) only.

B Schedule of Operations

Traffic shifts shown in a given stage may occur at different times during that stage depending on the controlling elements for a given traffic movement. Do not move to the next stage until all work in the current stage is completed or as approved by the engineer. The department anticipates that the schedule for each stage shall be as follows:

Stage 1 IH 43 – Milwaukee County (Station 1271+08.37 to Station 1367+92.50)

September 2021 to October 2021:

- Perform work during Freeway Single Lane Closure Hours (Off peak hours) only.
- Replace IH 43 NB and SB shoulders as shown on the plans.

Stage 1 IH 43 – Ozaukee County (Station 1578+00.00 to Station 1784+50.00)

September 2021 to November 2021:

- Perform work during Freeway Single Lane Closure Hours (Off peak hours) and Service Ramp Closure Hours.
- Replace IH 43 NB shoulders as shown on the plans.
- From Station 1578+00.00 to Station 1784+50.00, place two inches of HMA pavement (upper layer) per the layer and gradation provided in the plans during Freeway Single Lane Closure (Off peak hours) only.
- The work between Station 1578+00 and Station 1784+50 is independent of the work between Station 1271+08.37 and Station 1367+92.50. The department anticipates that phased work from Station 1578+00 to Station 1784+50 would occur during Stages 1, 2 & 3 of the work between Station 1271+08.37 and Station 1367+92.50.

Port Washington Road

September 2021 to October 2021:

- Perform work during Local Street Off Peak Hours (Nighttime Closure Hours) only.
- Repair and replace concrete pavement, joints, and curb and gutter as shown on the plans between Station 114+83 and Station 140+70.
- The work between Station 114+83 and Station 140+70 is independent of the IH 43 freeway work. The department anticipates that phased work from Station 114+83 to Station 140+70 would occur during Stages 1 & 2 of the IH 43 work between Station 1271+08.37 and Station 1367+92.50.
- Open Port Washington Road to all lanes of traffic in each direction prior to 6:00 am every day with no vertical drop offs adjacent to the travel lanes, curb and gutter, curb ramps, sidewalk, and driveways.

Stage 2 IH 43 – Milwaukee County (Station 1271+08.37 to Station 1367+92.50)

October 2021 to November 2021:

- Perform work after placing concrete barrier temporary precast as shown on the plans.
- Construct IH 43 NB and SB temporary widening as shown on the plans.
- Remove overhead freeway sign S-40-16 and DMS S-45-401. A one night full freeway closure is anticipated for removing overhead freeway DMS S-45-401 during non-Summerfest, non-Green Bay Packer game dates and non-Ryder Cup dates.

Stage 3 IH 43 – Milwaukee County (Station 1271+08.37 to Station 1367+92.50)

November 2021:

- Perform work during Freeway Single Lane Closure Hours (Off peak hours) only.
- Place concrete barrier temporary precast left in place as shown on the plans.

C Contractor Coordination

Provide an individual to serve as the contractor's sole point of contact for field utility coordination, traffic closure coordination, and communication for the duration of the project.

Attend weekly scheduling meetings to discuss the near-term schedule activities, address any long-term schedule issues, and discuss any relevant technical issues. Develop a rolling three-week schedule identifying the previous week worked and a two week "look ahead". Provide sufficient detail to include actual and planned activities and all the subcontractors for offsite and construction activities, addressing all activities including ramp and lane closure schedules to be performed and identifying issues requiring engineering action or input.

D Ramp Closures

No two consecutive entrance ramps or consecutive exit ramps may be closed unless it is shown in the traffic control plans or approved by the engineer.

E Portable Changeable Message Signs

Obtain acceptance from the engineer regarding the wording of all messages on portable changeable message signs prior to placing the message.

F Freeway and Service Ramp Work Restrictions

Milwaukee County and Station 1271+08.37 to Station 1367+92.50

Definitions

The following definitions apply to this contract for freeway and service ramp work restrictions:

Freeway No Lane Closures (Peak Hours)

5:30 AM – 8:30 PM	Monday, Tuesday, Wednesday, Thursday
5:30 AM – 10:00 PM	Friday
9:00 AM – 10:00 PM	Saturday
9:00 AM – 8:30 PM	Sunday

Freeway Single Lane Closure Hours (Off Peak Hours)

8:30 PM – 5:30 AM	Monday PM to Friday AM
10:00 PM – 9:00 AM	Friday PM to Saturday AM
10:00 PM – 9:00 AM	Saturday PM to Sunday AM
8:30 PM – 5:30 AM	Sunday PM to Monday AM

Service Ramp Closure Hours (not allowed)

Full Freeway Closure Hours (allowed only for DMS S-45-401 removal)

11:00 PM – 4:30 AM	Sunday, Monday, Tuesday, Wednesday, Thursday
11:00 PM – 6:00 AM	Friday, Saturday

Freeway Work Restrictions (Milwaukee County and Station 1271+08.37 to Station 1367+92.50)

Keep all lanes of IH 43 and all interchange ramps open under this contract at all times and ensure that the freeway is entirely clear for traffic and shoulders are flush with cross slopes matching the adjacent travel lanes, except as allowed in these special provisions.

Keep the IH 43 median shoulder open at all times. When work operations are actively proceeding adjacent to the IH 43 outside shoulder, traffic control devices shall be placed along the IH 43 outside travel lane as shown in the plans and as approved by the engineer.

Provide gaps in the work zone as needed to maintain ingress and egress of construction operations.

No Peak Hour lane closures are allowed.

Provide a minimum of one lane in each direction of the freeway and ensure that the freeway is entirely clear for traffic during Off Peak Hours except as allowed during Full Freeway Closure Hours for removal of DMS S-45-401. When establishing initial traffic control devices and transitioning from one stage to the next, comply with the Off Peak work hour timeframe.

In Milwaukee County, service ramp closures are not allowed, unless otherwise specified in the plan, or unless otherwise approved by the engineer for safety or operational reasons associated with other adjacent lane or freeway closures.

Do not, at any time, store equipment or materials in the median area without obtaining prior permission of the engineer, beyond that shown on the traffic control plans.

Ozaukee County and Station 1578+00.00 to Station 1784+50.00

Definitions

The following definitions apply to this contract for freeway and service ramp work restrictions:

Freeway No Lane Closures (Peak Hours)

2:00 PM – 7:00 PM	Monday, Tuesday, Wednesday, Thursday
12:00 PM – 10:00 PM	Friday

Freeway Single Lane Closure Hours (Off Peak Hours)

10:00 PM – 2:00 PM	Friday PM to Monday PM
7:00 PM – 2:00 PM (following day)	Monday, Tuesday, Wednesday
7:00 PM – 12:00 PM (following day)	Thursday

Service Ramp Closure Hours (only for CTH C NB Off & On Ramps and STH 60 NB off Ramps)

6:30 PM – 6:30 AM	Sunday – Thursday
9:30 PM – 6:30 AM	Friday – Saturday

Full Freeway Closure Hours

11:00 PM – 4:30 AM	Sunday, Monday, Tuesday, Wednesday, Thursday
11:00 PM – 6:00 AM	Friday, Saturday

Freeway Work Restrictions (Ozaukee County and Station 1578+00.00 to Station 1784+50.00)

Keep all lanes of IH 43 and all interchange ramps open under this contract at all times and ensure that the freeway is entirely clear for traffic and shoulders are flush with cross slopes matching the adjacent travel lanes, except as allowed in these special provisions.

Keep the IH 43 median shoulder open at all times. When work operations are actively proceeding adjacent to the IH 43 outside shoulder, traffic control devices shall be placed along the IH 43 outside travel lane as shown in the plans and as approved by the engineer.

Provide gaps in the work zone as needed to maintain ingress and egress of construction operations.

No weekday Peak Hour lane closures are allowed.

Provide a minimum of two lanes southbound and one lane northbound and ensure that the freeway is entirely clear for traffic during Off Peak Hours.

In Ozaukee County, close service ramps only during Service Ramp Closure Hours (only for CTH C NB IH 43 Entrance, CTH C IH 43 Exit, and STH 60 IH 43 Exit Ramps), unless otherwise specified in the plan, or unless otherwise approved by the engineer for safety or operational reasons associated with other adjacent lane or freeway closures.

Do not, at any time, store equipment or materials in the median area without obtaining prior permission of the engineer, beyond that shown on the traffic control plans.

G Rolling Closure

Short term freeway mainline and service ramp rolling closures may be allowed for a maximum of 15 minutes for the removal and erection of sign structures, equipment moves across the road, or other required work as determined by the engineer. The department will allow short term rolling closures only between 2:00 AM and 4:00 AM, and they may only be performed by freeway law enforcement.

Obtain approval from the engineer before coordinating these closures with freeway law enforcement. Coordinate 14 calendar days before closure. Present the scheduled time for the short term rolling closure at the weekly traffic meeting a minimum of one week before the closure.

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H Closure Restrictions

General

Full closure and detouring of freeway roads will be restricted to Full Freeway Closure Hours unless otherwise specified. The freeway may be closed to facilitate the removal of structures and to perform work related to major traffic shifts. Provide signed detour routes, as shown in the plans, fully open and free of construction during all full freeway and service ramp closures.

In Milwaukee County, a one night full freeway closure is anticipated for removing overhead freeway DMS S-45-401 during non-Summerfest, non-Green Bay Packer game dates and non-Ryder Cup dates. Full freeway closures are not allowed in Ozaukee County.

Service Ramp Closure Restrictions

Do not close the IH 43 entrance and exit ramps at Brown Deer Road unless otherwise approved by the engineer for overnight full freeway closures.

Permanently close the NB IH 43 exit ramp to Port Washington Road and the SB IH 43 entrance ramp from County Line Road as shown in Stage 1 of the plans.

Do not close the SB IH 43 exit ramp to Mequon Road unless otherwise approved by the engineer for overnight full freeway closures.

NB IH 43 exit ramp to CTH C and NB IH 43 entrance ramp from CTH C may be closed together for a onetime only period in 2021 from 10:00 PM on a Friday to 6:00 AM the following Monday to replace IH 43 NB shoulders as shown in Stage 1B of the plans.

NB IH 43 exit ramp to STH 60 may be closed for a onetime only period in 2021 from 10:00 PM on a Friday to 6:00 AM the following Monday to replace IH 43 NB shoulders as shown in Stage 1C of the plans.

Full closures of the NB ramps to and from CTH C will not be allowed at the same time as full closure of the NB IH 43 exit ramp to STH 60.

I Work Zone Ingress/Egress

All locations of work zone egress or ingress for construction vehicles are subject to approval from the engineer. Submit to the engineer locations for freeway access into and out of the work zone for each stage and plans, for approval, that include signage and parallel deceleration and acceleration lanes for each freeway access into and out of the work zones. Submit the locations and plans 14 calendar days prior to each stage for approval by the engineer. This will be an official submittal as defined in section 103.10.2.4 of the Contract Award and Execution located elsewhere in these Special Provisions.

At the weekly traffic meetings, provide updated information to the Work Zone Access Plan, as approved by the engineer, to direct emergency responders accessing a median barrier restricted work zone. Access for emergency responders shall be maintained at all times and not restricted by vehicles, equipment or the storage of equipment, vehicles or materials.

Access into the work zones are not allowed directly from the freeway during peak hours except where appropriate acceleration and deceleration lanes and traffic control are provided, as approved by the engineer. Access into the work zones from the freeway will be allowed at other times, subject to approval by the engineer, if operations can be safely accomplished and do not result in non-construction traffic entering the work zones. Exiting work zones directly onto the freeway are only allowed when operations do not obstruct or slow traffic on the freeway. All construction vehicles shall yield to all through traffic at all locations.

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J Local Street Work Restrictions (Port Washington Road)

Definitions

The following definitions apply to this contract for local street work restrictions:

Peak Hours

6:00 AM – 9:00 PM	Monday, Tuesday, Wednesday, Thursday, Friday
11:00 AM – 8:00 PM	Saturday
1:00 PM – 5:00 PM	Sunday

Off Peak Hours (Night Time Closure Hours)

9:00 PM – 6:00 AM	Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)
9:00 PM – 11:00 AM	Friday PM to Saturday AM
8:00 PM – 1:00 PM	Saturday PM to Sunday PM
5:00 PM – 6:00 AM	Sunday PM to Monday AM

Make at least one lane available to local street traffic in each direction at all times unless approved by the engineer. When establishing initial traffic control devices and transitioning from one stage to the next, comply with the Off Peak work hour timeframe for temporary lane closures.

Comply with all local ordinances that apply to local street work operations, including those pertaining to working during Off Peak Hours. Furnish any ordinance variance issued by the municipality or required permits to the engineer in writing 3 days before performing this work.

General

Keep sidewalks open unless otherwise shown on the plans or as approved by the engineer. Provide adequate temporary sidewalk and bridging over obstructions in the sidewalk area, as directed by the engineer.

Existing trees, street light poles, and other utility poles are to remain in place during construction unless otherwise noted in the plan. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between the trees, poles and construction equipment. No additional compensation will be made.

K All Work Restrictions

Excavation material and cleared and grubbed material should be stockpiled on upland areas an adequate distance away from wetlands, storm sewer inlets, floodplains, and the waterways as determined by engineer.

Provide the Wisconsin State Patrol, Milwaukee County Highway Maintenance, and Ozaukee County Highway Maintenance with a 24-hour emergency contact number for when maintenance is required.

L Interim Completion of Work 10/29/2021

Supplement standard spec 108.11 as follows.

If the contractor fails to complete all work on Port Washington Road by October 29, 2021, the department will assess the contractor \$1,500.00 in interim liquidated damages per day for each calendar day after 12:01 AM on October 30, 2021 that the Port Washington Road work is not complete. An entire calendar day will be charged for any period of time within a calendar day that the Port Washington Road work is not complete beyond 12:01 AM.

M Enhanced Final Liquidated Damages

Replace standard spec 108.11 paragraph (3) as follows:

The department will assess \$5000 in daily liquidated damages. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.

N 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.

O Rusty Patched Bumble Bee (*Bombus affinis*)

The rusty patched bumble bee (*Bombus affinis*) was listed as endangered by the U.S. Fish and Wildlife Service (USFWS) under the Endangered Species Act, effective March 21, 2017. Construction activities such as grading outside the mowed shoulder area have the potential to impact ground nests and wildflowers that may serve as a food source for the bee. If an active rusty-patched bumblebee nest is encountered in construction areas, contact the WisDOT Regional Environmental Coordinator, who will coordinate with USFWS.

4. Lane Rental Fee Assessment.

A General

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

The allowable lane closure times are shown in the Prosecution and Progress article.

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

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

B Lane Rental Fee Assessment

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

IH 43 Off Peak Lane Closure Extending into Weekday Peak Hours

- 2 lanes to 1 lane: \$6,000 per lane, per direction of travel, per hour broken into 15 minute increments

IH 43 Off Peak Lane Closure Extending into Weekend Peak Hours

- 2 lanes to 1 lane: \$3,000 per lane, per direction of travel, per hour broken into 15 minute increments

Local Road Off Peak Lane Closure Extending into Peak Hours

- \$1,000 per lane, per direction of travel, per hour broken into 15 minute increments

IH 43 Service Ramp

- \$1,000 per lane, per direction of travel, per hour broken into 15 minute increments

IH 43 Full Freeway Closure

- 4:30 AM to 5:30 AM: \$1,500 per lane, per direction of travel, per hour broken into 15 minute increments
- After 5:30 AM: \$6,000 per lane, per direction of travel, per hour broken into 15 minute increments

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

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

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

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

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

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5. Traffic.

General

The construction sequence, including the associated traffic control, shall be substantially accomplished as detailed in the Traffic Control Plans, and as described herein.

Unless detailed in the plans, do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this article.

Do not store equipment, vehicles, or materials on adjacent streets beyond the project limits without specific approval of the engineer.

Maintain emergency vehicle access at all times.

Prior to any traffic control being placed, provide the engineer, Wisconsin State Patrol, Milwaukee County Highway Maintenance, and Ozaukee County Highway Maintenance with the name and telephone number of a local person responsible for the emergency maintenance of traffic control.

Coordinate all traffic handling with the engineer. Place roadway signing as detailed on the plans and in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

Employ such flag person, signs, barricades, and drums as may be necessary to safeguard or protect hazards in the work zone, such as exposed manholes or drop-offs for vehicles and direct traffic at locations where construction operations may interfere or restrict the smooth flow of traffic. Make arrangements and be responsible for the prompt replacement of damaged or dislocated traffic control or guidance signs, day or night.

Traffic requirements under this contract shall be coordinated with other adjacent and concurrent Department of Transportation or local municipality projects. The contractor shall be responsible for implementing and coordinating with other contractors all traffic control as shown on the plans. Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

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 < 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)	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.

Notify the engineer and Construction Program Work Zone and Traffic Engineer if there are any changes in the schedule, early completions, or cancellations of scheduled work.

Schedule of Operations

Traffic shifts shown in a given stage may occur at different times during that stage depending on the controlling elements for a given traffic movement as approved by the engineer. The department anticipates that the schedule of major freeway traffic shifts and roadway openings and closings for each stage shall be as follows, unless approved by the engineer:

Stage 1 IH 43 Traffic (Station 1271+08.37 to Station 1367+92.50):

- Completely close the NB IH 43 exit ramp to Port Washington Road.
- Completely close the SB IH 43 entrance ramp from County Line Road.
- Outside lane closures for IH 43 NB and SB traffic permitted during Freeway Single Lane Closure Hours (Off Peak Hours) only.
- Ingress and Egress into the staging zones along IH 43, shall be completed during Freeway Single Lane Closure Hours (Off Peak Hours).
- Port Washington Road SB traffic reduced to one lane between the IH 43 NB exit ramp and County Line Road as shown on the traffic control plans.

Stage 1 IH 43 Traffic (Station 1578+00.00 to Station 1784+50.00):

- Outside lane closures for IH 43 NB traffic permitted during Freeway Single Lane Closure Hours (Off Peak Hours) only.
- Ingress and Egress into the staging zones along IH 43, shall be completed during Freeway Single Lane Closure Hours (Off Peak Hours) or with the assistance of a Safety Vehicle (incidental to the contract cost).
- NB IH 43 exit ramp to CTH C and NB IH 43 entrance ramp from CTH C may be closed together for a onetime only period in 2021 from 10:00 PM on a Friday to 6:00 AM the following Monday to replace IH 43 NB shoulders as shown in Stage 1B of the plans.
- NB IH 43 exit ramp to STH 60 may be closed for a onetime only period in 2021 from 10:00 PM on a Friday to 6:00 AM the following Monday to replace IH 43 NB shoulders as shown in Stage 1C of the plans.
- Full closures of the NB ramps to and from CTH C will not be allowed at the same time as full closure of the NB IH 43 exit ramp to STH 60.

Stage 2 IH 43 Traffic (Station 1271+08.37 to Station 1367+92.50):

- Maintain IH 43 NB and SB traffic on existing lanes as shown on the plans.
- Ingress and Egress into the staging zones along IH 43, shall be completed during Freeway Closure Hours.
- One night full freeway closure is anticipated for removing overhead freeway DMS S-45-401 during non-Summerfest, non-Green Bay Packer game dates and non-Ryder Cup dates.
- Port Washington Road SB traffic reduced to one lane between the IH 43 NB exit ramp and County Line Road as shown on the traffic control plans.

Stage 3 IH 43 Traffic (Station 1271+08.37 to Station 1367+92.50):

- Maintain IH 43 NB and SB traffic on existing lanes as shown on the plans.
- Port Washington Road SB traffic reopens to two lanes between the IH 43 NB exit ramp and County Line Road as shown on the traffic control plans.

For concrete pavement repair and replacement work on Port Washington Road between Station 114+83 and Station 140+70, the department anticipates that the schedule of major local street traffic shifts and roadway openings and closings for each stage shall be as follows, unless approved by the engineer:

Port Washington Road Traffic:

- Port Washington Road reduced to one lane in each direction during Off Peak Hours (Nighttime Closure Hours) only.

6. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 43 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 and special event periods:

- From noon Friday, September 3, 2021 to 6:00 AM Tuesday, September 7, 2021 for Labor Day;
- During Summerfest, scheduled for September 2, 2021 through September 4, 2021 and for September 9, 2021 through September 11, 2021 and for September 16, 2021 through September 18, 2021, lane closures cannot begin until one hour after the event closes each night;
- During Green Bay Packer home games, no lane closures will be allowed from four hours prior to the event until four hours after the event in both directions;
- During the Ryder Cup at Whistling Straits, scheduled for September 21, 2021 through September 26, 2021, no lane closures will be allowed from 6:00 AM to 7:00 PM in both directions.

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7. Utilities.

This contract comes under the provisions of Administrative Rule TRANS 220.

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per state statute

Some utility work, as described below, is dependent on work being performed by the contractor at a specific site. Provide the engineer and the affected utility a good-faith notice of when the utility is to start work at the site. Notice shall be given 14 to 16 calendar days in advance of when the site will be available to the utility. Follow up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

Contact utility companies listed in the plans prior to preparing bids to obtain current information on existing utility locations and the status of any new utility relocation work.

There may be discontinued utility facilities within the project limits. If a conflict with a discontinued utility facility is encountered, contact the appropriate utility owner/representative to coordinate construction activities and proper removal and disposal of said facility as necessary.

Utility working days shown herein are as defined in Wisconsin Administrative Code Chapter Trans 220.

Known utilities in the project area are as follows:

Port Washington Road (Coventry Court to Sugar Lane)

The following utilities will require adjustments during construction:

Glendale, City of – Sanitary has existing underground sanitary facilities within the project limits. Adjust manholes as shown in the plans and bid items.

Glendale, City of – Water has existing underground water facilities within the project limits. Adjust water valves as shown in the plans and bid items.

Milwaukee County – Signals has existing signal facilities at the intersection of Port Washington Road and Green Tree Road. A discontinued underground loop detector located at Station 132+36, 16' LT will be partly removed as part of concrete pavement replacement as shown in the plans.

We Energies – Electric has existing underground electric facilities within the project limits. During construction and in conjunction with grading and paving operations, We Energies - Electric will adjust an existing manhole at Station 121+20, 20'LT to final pavement grade.

The following utility owners have facilities within the project limits; however, no adjustments are anticipated:

AT&T Wisconsin has existing underground communications facilities within the project limits.

Glendale, City of – Lighting has existing street light poles and associated underground electric lighting facilities within the project limits.

Milwaukee Metropolitan Sewerage District has existing underground sanitary sewer facilities within the project limits.

Spectrum has existing underground communications facilities within project limits.

We Energies – Gas has existing underground gas facilities within the project limits.

IH 43 (Fairy Chasm Road to Donges Bay Road)

The following utility owners have facilities within the project limits and will require adjustments prior to construction:

We Energies – Electric has existing overhead electric facilities within the project limits. Prior to construction, We Energies will remove the existing poles at 1285+55, 93'LT and 1287+55, 93'LT and construct new poles at 1285+75, 93'LT and 1287+60, 93'LT. The remainder of poles and overhead lines will remain in place without adjustment.

We Energies – Gas has existing underground gas facilities within the project limits. Prior to construction, We Energies will relocate portions of the existing gas main running along the south side of Donges Bay Road crossing IH 43. We Energies will construct new underground gas facilities beginning at Station 55+12, 38' RT running easterly, crossing IH 43 at Station 1364+18, and continuing easterly to Station 57+83, 38' RT. We Energies will discontinue the existing line between Station 55+12 and Station 57+83. The remainder of this line will remain in place without adjustment.

The following utilities will require adjustments during construction:

WisDOT has existing communications facilities throughout the project limits. Construct, reconstruct, relocate, remove, discontinue and leave in place portions of traffic communication facilities as shown in the plans and bid items.

The following utility owners have facilities within the project limits; however, no adjustments are anticipated:

AT&T Wisconsin has existing underground communications facilities within the project limits.

CenturyLink Communications has an existing underground communications facility within the project limits.

Mequon, City of – Lighting has existing street light poles and associated underground electric lighting facilities within the project limits.

Mequon, City of – Sewer has existing underground sanitary sewer facilities within the project limits.

Mequon, City of – Water has existing underground water main facilities within the project limits.

Midwest Fiber Networks has existing underground communications facilities within the project limits.

Milwaukee Metropolitan Sewerage District has existing underground sanitary sewer facilities within the project limits.

River Hills, Village of – Sanitary has existing underground sanitary sewer facilities within the project limits.

Spectrum has existing overhead communications facilities within project limits.

WisDOT has existing light poles and associated underground electric lighting facilities within the project limits.

WisDOT has existing traffic signal facilities within the project limits at the intersection of Port Washington Road and the IH 43 northbound off-ramp.

WisDOT has existing RWIS weather information facilities within the project limits at the southeast corner of the intersection of County Line Road and the IH 43 southbound on-ramp.

IH 43 (Bonniwell Road to STH 60)

The following utility owners have facilities within the project limits; however, no adjustments are anticipated:

AT&T Wisconsin has existing overhead and underground communications facilities within the project limits.

CenturyLink Communications has an existing underground communications facility within the project limits.

Grafton Water & Wastewater – Sewer has existing underground sanitary sewer facilities within the project limits.

Grafton Water & Wastewater – Water has existing underground water main facilities within the project limits.

Mequon, City of – Sewer has existing underground sanitary sewer facilities within the project limits.

Spectrum has existing overhead and underground communications facilities within project limits.

We Energies – Electric has existing overhead and underground electric facilities within the project limits.

We Energies – Gas has existing underground gas facilities within the project limits.

Windstream KDL has existing underground communications facilities within the project limits.

WisDOT has existing light poles and associated underground electric lighting facilities within the project limits.

WisDOT has existing traffic signal facilities within the project limits.

WisDOT has existing RWIS weather information facilities within the project limits.

WisDOT has existing communications facilities throughout the project limits.

8. Other Contracts.

Coordinate your work according to standard spec 105.5.

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

The following projects may be under construction concurrently with the work under this contract.

I-43 N-S Freeway Mainline Construction:

- ID 1229-04-74, West County Line Interchange, Milwaukee/Ozaukee County
- ID 1229-04-76, Highland Road to STH 60, Ozaukee County
- ID 1228-22-71, Capitol Drive to 2100 Feet N of Hampton Avenue, Milwaukee County

Coordinate activities, detours, work zone traffic control, roadway and lane closures, and other work items as required with other contracts.

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

9. Available Documents.

The department will make its information available to bidding contractors. The list of documents that are available for contractors' information includes:

- Design Study Report
- Environmental Document
- Traffic Management Plan

These documents are available from Steve Hoff at 141 NW Barstow Street, Waukesha, WI 53187; (262) 548-6718.

Reproduction costs will be applied to all copies requested.

sef-102-005 (20170310)

10. Geotechnical Investigation Information.

Replace standard spec 102.5(3) 2 with the following:

Available information relative to subsurface exploration, borings, soundings, water levels, elevations, or profiles are available for review at the department's Regions office. Contact Steve Hoff at 141 NW Barstow Street, Waukesha, WI 53187; (262) 548-6718.

Geotechnical Report for IH 43 – Silver Spring to CTH Q

Geotechnical Report for IH 43 – Milwaukee County Line to STH 60

Additional geotechnical information is available from studies and analyses that have been performed by HNTB for the department for other aspects of this project. Review the available information to determine if it is of use. The use or not of the geotechnical information does not relieve performing the work conforming to the plans and specifications.

sef-102-010 (20170310)

11. Eliminated Work.

Replace standard spec 104.2.2.5 with the following:

104.2.2.5 Change Orders for Eliminated Work

- (1) The department has the right to partially eliminate or completely eliminate work the engineer finds to be unnecessary for the project. If the department eliminates work, the engineer will send a Work Authorization Form (WAF) directing the contractor to eliminate the work. If the engineer partially eliminates or completely eliminates work, the engineer will issue a contract change order for a fair and equitable amount as specified in 109.5.
- (2) If the department executes an equalizing change order for the purpose of matching the authorized quantity to the amount of units measured and paid for any bid item, this shall not be considered eliminated work.

Replace standard spec 109.5 with the following:

109.5 Eliminated Work

- (1) If the department partially eliminates or completely eliminates work as specified in 104.2.2.5, the department will pay contractor costs incurred due to that elimination. The department will pay a fair and equitable amount covering all costs incurred as of the date the work was deleted. Immediately submit a certified statement covering all money expended for the eliminated work.
- (2) The department will execute a contract change order for the following costs related to eliminated work:
 1. Preparation expenses defined as follows:
 - If preparation for the eliminated work has no value to other contract work, the department will reimburse the contractor in full for that preparation.
 - If preparation for the eliminated work is distributed over other contract work, the department will prorate reimbursement based on the value of the eliminated work compared to the total value of associated contract work.
 2. All restocking and cancellation charges.
 3. A markup for applicable overhead and other indirect costs paid as 7 percent of the contract price of the work eliminated, except for the items in noted in 109.5(2)4. The engineer will issue a contract change order based on the net value of the eliminated work and any replacement work included in the change order.
 4. If the following bid items are not used at all for the prosecution of the work, the department will eliminate them with a WAF and a contract change modification. A markup for applicable overhead and other indirect costs will be paid as 2 percent of the contract price of the bid item for the work eliminated:
 - 416.1715 Concrete Pavement Repair SHES
 - 416.1725 Concrete Pavement Replacement SHES
 - 495.1000.S Cold Patch
 - 624.0100 Water
 - 627.0200 Mulching
 - 628.1905 Mobilization Erosion Control
 - 628.1910 Mobilization Emergency Erosion Control
 - 630.0500 Seed Water
 - SPV.0035.0001 EBS Excavation
 - SPV.0035.0002 EBS Backfill
 - SPV.0060.0120 Mobilization Emergency Pavement Repair
 - SPV.0060.0940 Emergency Response to Traffic Involving Concrete Barrier Temporary
 - SPV.0060.0945 Emergency Response to Traffic Involving Crash Cushion
 - SPV.0195.0020 HMA Longitudinal Joint Repair

(3) If the department partially eliminates or completely eliminates work, the department may pay for, and take ownership of, materials and supplies the contractor has already purchased.

12. Environmental Protection, Aquatic Invasive Species Control.

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

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

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels prior to being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection_protocols.pdf for disinfection:

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

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

13. Municipality Acceptance of Sanitary Sewer Manhole Adjustment Construction.

Both the department and the City of Glendale personnel will inspect the construction of sanitary sewer manhole adjustments under this contract. Final acceptance of the sanitary sewer manhole adjustments will be by the City of Glendale.

14. Municipality Acceptance of Water Valve Box Adjustment Construction.

Both the department and the City of Glendale personnel will inspect the construction of water valve box adjustments under this contract. Final acceptance of the water valve box adjustments will be by the City of Glendale.

15. Referenced Construction Specifications.

Construct the work enumerated below conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

Adjusting Sanitary Manhole
Adjusting Water Valve Boxes

stp-105-002 (20130615)

16. Contractor Document Submittals.

This special provision describes minimum requirements for submitting project documents to the department. This special provision does not apply to shop drawing submittals.

Provide one electronic copy of all documents requiring department review, acceptance, or approval. Attach a completed engineer-provided transmittal sheet to each email submittal. The department will reject submittals with incomplete transmittal sheets and require re-submittal.

The department will return one reviewed, accepted, or approved original to the contractor. Additional return originals can be requested. Submit an additional original for each additional return original requested.

Submit electronic copies in PDF format via email to accounts the engineer determines. If possible, create PDFs from original documents in their native format (e.g. Word, Excel, AutoCAD, etc.). Scan other documents to PDF format with a minimum resolution of 600 dpi.

All costs for contractor document submittals are incidental to the contract.

sef-105-010 (20150619)

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Steve Hoff at (262) 548-6718.

stp-107-054 (20210113)

18. 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 Steve Hoff at (262) 548-6718. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

19. Notice to Contractor – Project Storage and Staging Areas.

Supplement standard spec 106.4(2) and 107.9 with the following:

To accommodate stage construction of the department planned contracts for the IH 43 Project, the department will implement a review and approval process for use of storage and staging areas within the right-of-way and adjacent to the project.

Storage of equipment and materials within the project clear zones are not permitted. For this project, storage of equipment and materials will be allowed in the construction staging areas listed below after written permission to use the site is provided by the department. Vacate project storage and construction staging areas listed below by November 15, 2021.

- IH 43 northbound loop ramp to westbound Brown Deer Road (Northeast Quadrant)
- IH 43 southbound loop ramp to eastbound Brown Deer Road (Southwest Quadrant)

Make requests for storage and staging areas located outside of the slope intercepts or outside of the proposed roadway and structure footprints to the engineer. The request should include the anticipated date for occupying the area, the anticipated date for vacating the area, and a proposed restoration plan for the area. Review by the department does not constitute approval.

Construction staging areas must be included as a selected site in the ECIP for this contract. During construction, the contractor is responsible for installing and maintaining proper erosion control devices at the staging areas. Protect storm sewer inlets from runoff. Install tracking pads for ingress and egress.

Maintain curb cutout access for emergency response vehicle access to each staging area at all times.

There are existing overhead and/or underground utility facilities located within the staging areas. At all times, maintain access for utility maintenance vehicles to each staging area and to all existing utility facilities therein. Identify and mark the existing utility facilities. Conduct operations in such a manner as to prevent damage to existing utilities. Notify the utility owner promptly if damage occurs. Repair all damage caused to such utilities resulting from negligence or carelessness on the part of the contractor's operations at contractor expense.

Prior to final completion of work, restore staging areas to their preconstruction site grades and condition as directed by the engineer. No separate payment will be made for erosion control items, accessing, maintaining, and restoring project storage and construction areas.

20. Notice to Contractor – Milwaukee County Transit System.

The Milwaukee County Transit System (MCTS) operates the 63 bus route within the construction limits. Invite MCTS to all coordination meetings between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations.

Notify MCTS at least 10 business days prior to beginning work on Port Washington Road.

The MCTS contacts are:

Melanie Flynn
Milwaukee County Transit System – Routes
1942 N. 17th St.
Milwaukee, WI 53205
Phone: (414) 343-1764
Mflynn@MCTS.org

David Locher
Transportation Specialist
Phone: (414) 343-1727
Dlocher@MCTS.org

SER-107-004 (20180413)

21. Dust Control Implementation Plan.

A Description

This special provision describes developing, updating, and implementing a detailed Dust Control Implementation Plan (DCIP) for all land-disturbing construction activities and associated impacts both within the project site boundaries and outside the project site boundaries. Incorporate contract bid items that this article specifies into the DCIP.

B (Vacant)

C Construction

C.1 General

Control dust on the project as specified in standard spec 107.18. Minimize dust emissions resulting from land disturbing activities. Do not generate excessive air borne particulate matter (PM) or nuisance dust conditions. Control dust at all times during the contract.

Submit a DCIP to the engineer for review at least 14 calendar days before the preconstruction conference. Coordinate with the department, if requested, to resolve DCIP related issues before the preconstruction conference. The department will either approve the DCIP or request revisions. Do not initiate land-disturbing activities without the department's approval of the DCIP.

C.2 DCIP Contents

Develop a DCIP tailored to the specific needs of the project. Consider potential impacts to businesses and residences adjacent to the job site. Describe in detail all land disturbing, dust generating activities. Identify strategies to prevent, mitigate, and collect excess dust. Establish clear lines of communication with the engineer to ensure that all dust control issues can be dealt with promptly.

Include all of the following:

1. A single contact person with overall responsibility for the DCIP development as well as surveillance and remediation of job-related dust. Provide:
 - Name, firm, address, and working-hours phone number.
 - Non-working-hours phone number.
 - Email address.
2. A site map locating project features, the job site boundaries, all ingress and egress points, air intakes and other dust-sensitive areas, and all public and private paved surfaces within and adjacent to the job site. Show where specific land disturbing, dust generating activities will occur and, to the extent possible, where employing various dust control or prevention strategies.
3. A matrix, or plan, for each anticipated land disturbing, dust generating activity, showing the following:
 - Preventive measures that shall be employed.
 - The applicable contact person.
 - The contractor's timetable and surveillance measures used to determine when remediation is required.
 - The specific dust control and remediation measures that shall be employed. Identify the specific contract bid items that shall be used for payment. Indicate costs and practices that are incidental to the contract.
 - Both maintenance and cleanup schedules and procedures.
 - Excess and waste materials disposal strategy.
4. A description of monitoring and resolving off-site impacts.

C.3 Updating the DCIP

Update the DCIP during the contract or as the engineer directs. Obtain the engineer's approval for all DCIP alterations. Also obtain the engineer's approval for routine DCIP adjustments for weather, job conditions, or emergencies that will have an impact on payment under the bid items listed in the approved DCIP.

C.4 Dust Control Deficiencies

Coordinate with engineer to determine deadlines for resolving dust control deficiencies. Deficiencies include actions or lack of actions resulting in excessive dust, non-compliance with the contractor's DCIP or associated special provisions, and not properly maintaining equipment.

D Measurement

The department will measure the various bid items associated with dust control as specified in the applicable measurement subsections of either the standard specs or other contract special provisions. The department will not measure work performed under a DCIP alteration unless the engineer specifically approves that alteration.

Measurement under the DCIP includes the contract bid items listed in this special provision:

624.0100 Water
628.7560 Tracking Pads
SPV.0075.0601 Pavement Cleanup Project 1229-04-70

The department will measure work completed under other existing contract bid items if approved as a part of the DCIP. The department will consider new bid items to the contract if proposed under the DCIP. The department will not measure work required under the DCIP that is not included in contract bid items.

E Payment

All costs associated with the development and updating of the DCIP are incidental to the contract. The department will pay separately for the work required to implement the actions approved in the DCIP under the contract bid items approved as a part of the DCIP. All other costs associated with work approved under the DCIP are incidental to the contract.

sef-107-005 (20170323)

22. Project Site Air Quality.

Because fine particulate matter levels for Milwaukee, Racine and Kenosha Counties are typically close to PM_{2.5} limits and the project is in a non-attainment area for the federal 8-hour ozone standard, contributions from construction activities can have a major impact well beyond the project limits. Take practical measures to mitigate the impact of operating construction equipment on the air quality in and around the project site.

Voluntarily establishing the staging zones for trucks waiting to load and unload is encouraged by the department. Locate staging zones where idling of diesel powered equipment will have minimal impact on abutting properties and the general public. The department will make signs available to help identify these zones. Have truckers queue up in these zones whenever it is practical. The department further encourages drivers to shut down diesel trucks as soon as it appears likely that they will be queued up for more than ten minutes. Notify employees and sub-contractors about fueling and engine idling.

Portable Concrete Crusher Plants

Portable concrete crusher plants may need a NR 440 Concrete Crusher Plant Air Permit for air emissions. Please contact Wisconsin Department of Natural Resources to request additional information and permit application materials. Complete permit applications may take 3 months to process.

sef-999-039 (20160929)

23. Erosion Control.

Add the following to standard spec 107.20:

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

Additional devices may be needed based on sequence of operations and field conditions. A 'staged' ECIP may be required for this project, as new areas are disturbed. Each new 'stage' of the ECIP needs to be submitted to the project staff and the WDNR liaison for review as an amendment to the ECIP with a standard 14-day review period. Work should not commence in new areas until the project staff and WDNR has reviewed and concurred with the corresponding ECIP amendment.

Provide the ECIP 14 days before the pre-construction conference. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Kristina Betzold, (414) 263-8517, Kristina.betzold@wisconsin.gov. Do not implement the ECIP until department approval, and perform all work conforming to the approved ECIP.

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

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Install perimeter silt fence protection around stockpiles within a timeframe acceptable to the engineer. If stockpiled materials will be left for more than 14 days, install temporary seed and mulch or other temporary erosion control measures the engineer orders. Show the proposed stockpile locations in the ECIP.

Re-apply topsoil on graded areas, as designated by the engineer, within a timeframe acceptable to the engineer after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.

Do not allow excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the worksite or discharge to a stormwater conveyance system without sediment removal treatment. Before each dewatering operation, submit to the department a separate ECIP amendment describing in words and pictorial format an appropriate BMP for sediment removal, conforming to WisDNR Storm Water Construction Technical Standard, Code 1061, Dewatering. Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Do not house any dewatering technique in a wetland or floodplain.

All dewatering, including treatment to remove suspended solids, not covered underbid items is incidental to the contract.

The project team may identify 'sensitive' areas in the field that require additional temporary stabilization to protect resources from being contaminated by sediment-laden water discharging from the worksite. Any 'release' of sediment-laden water from the work site that enters a wetland or waterway should be reported to the WDNR liaison within 24 hours.

The contractor shall restrict the removal of vegetative cover and exposure of bare ground to the minimum amounts necessary to complete construction. Restoration of disturbed soils should take place as soon as conditions permit. If sufficient vegetative cover will not be achieved because of late-season construction, the site must be properly winterized. A plan for 'over-wintering' the project or a specific project area should be compiled and submitted to the project staff and WDNR for review in an amendment to the ECIP.

The DOT Select Site process must be adhered to for clean fill or any other material that leaves the worksite. The project staff and the WDNR liaison will review all proposed select sites and a site visit may be required. Filling of wetlands, waterways or floodplain is not allowed under the select site process unless the site owner has proof of required local/state/federal permits. No new impermeable surfaces can be left at a select site (including gravel roads or pads) unless the site owner attains required permits. Contaminated materials leaving the site need to adhere to the Hazardous Material Management Plan.

Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at 1 (800) 943-0003.

When performing concrete or asphalt saw cutting operations, the slurry shall be squeegeed off to the shoulder gravel or shoveled into the gravel behind curbs and not allowed into storm sewers, ditches, waterways or wetlands.

24. Material and Equipment Staging.

Submit a map showing all proposed material stockpile and equipment storage locations to the engineer 14 calendar days before either the preconstruction conference or proposed use, whichever comes first. Identify the purpose; length, width and height; and duration of material stockpile or equipment storage at each location. Obtain written permission and necessary permits from the property owner and local governments/agencies and submit two copies to the engineer. Do not stockpile material or store equipment until the engineer approves. Do not stockpile or store materials or equipment on wetlands.

SER-107-011 (20181019)

25. Hauling Restrictions.

Replace standard spec 107.2 with the following:

- (1) Present to the department, five business days before proposed hauling, a proposed haul route plan detailing haul routes that are not part of the state trunk highway system. Include the months, days of the week, time of day, number of trucks, types of trucks and maximum loads of trucks anticipated to accomplish the project work in the haul route submittal.
- (2) The department will review the submittal and either approve or provide a letter with comments and proposed revisions to the contractor within five business days of its receipt. If approved, the department will subsequently survey the existing condition of that haul route to establish a baseline for assessing damage that the contractor's hauling operations might cause.
- (3) At all times, conduct operations in a manner that will cause a minimum of disruption to traffic on existing roadways. Obtain all permits required that may be required for off peak and nighttime work, including hauling of materials. Cost of all permits are incidental to the project.

~~sef-107-015~~ (20170310)

26. Maintaining Drainage.

Maintain drainage at and through worksite during construction conforming to standard spec 107.22, 204, 205 and 520.

Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the project.

Dewatering (Mechanical Pumping) for Bypass Water (sediment-free) Operations

If dewatering bypass operations are required from one pipe structure to another downstream pipe structure or from the upstream to downstream end of a culvert and the bypass flow is not transporting sediments (sand, silt, and clay particles) from a tributary work site area, bypass pumping operations will be allowed provided that the department has been made aware of and approves operation. When pumping bypass flows, the discharge location will need to be stable and not produce erosion from the discharge velocity that would cause release of sediment downstream.

Dewatering (Mechanical Pumping) for treatment Water (sediment-laden) Operations

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Refer to article Erosion Control in these special provisions for additional requirements.

sef-107-016 (20170310)

27. Work Force Opportunities.

The Work Force Opportunities workshop will provide a venue for contractors to have meaningful dialogue with Transportation Alliance for New Solutions (TrANS) providers regarding the hiring of TrANS graduates. Reference ASP-1 for additional information regarding TrANS. The prime contractor and the three largest subcontractors according to let value of work shall provide staff with hiring authority to participate in a job-matching session during this workshop. Workshop participants will, at a minimum:

- Review contractor hiring processes for general labor positions.
- Listen to a presentation provided by TrANS providers regarding the TrANS training program, including details regarding how contractors can hire TrANS graduates.
- Review TrANS graduate availability for working on the project.
- Meet one-on-one for two minutes with each TrANS graduate in attendance at the meeting.

sef-108-036 (20180627)

28. Notice to Contractor – Personnel Identification Program.

All contractor personnel will be required to register in the program prior to performing work. Valid photo identification which includes unexpired driver's license, government issued identification cards, military identification, passport, or other identification approved by the department will be required to register. All personnel registered will be issued a hard sticker with an identification number by the department. Stickers shall be placed in a visible location on the hard hat.

Noncompliance with this contract provision may result in removal of contractor personnel from the project or suspension of work according to standard spec 108.6.

29. Notice to Contractor – Media Relations.

- a) The contractor shall not disseminate or publicize this Agreement, information relating to this Agreement, their work responsibilities, or generally comment about the entire project without prior written consent from one of the department's designated Project Communications Leaders listed under Section (d).
- b) The contractor shall refer all information requests or interview requests made by external parties, including media sources, to all of the department's designated Project Communications Leaders listed under Section (d).
- c) The contractor agrees to coordinate with the department as to the form, content and timing of any public announcement of this Agreement.
- d) The Project Communications Leaders for the department shall be:
 - i. The department's project manager
 - ii. Becky Kikkert
4802 Sheboygan Avenue
Madison, WI 53705
Phone: (608) 266-3581
Email: rebecca.kikkert@dot.wi.gov
 - iii. Michael Pyritz
141 NW Barstow Street
P.O. Box 798
Waukesha, WI 53188
Phone: (262) 521-5373
Email: michael.pyritz@dot.wi.gov
- e) Noncompliance with this contract provision may result in removal of contractor personnel from the project or suspension of work according to Wisconsin Department of Transportation standard spec 108.6 applicable under the contract.
- f) Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be interpreted to impede the contractor, or any individual, from reporting possible violations of state or federal law to any governmental agency or entity, or from making other disclosures under the whistleblower provisions of state or federal law. The contractor does not need the prior authorization of the department to make any such reports or disclosures and the contractor shall not be required to notify the department that such reports or disclosures have been made.

30. Notice to Contractor – Safety.

All workers shall wear OSHA and ANSI compliant safety head protection, safety glasses, safety-toe protective footwear, and a ANSI 107-2015 Type R, Class 2 safety vest and at all times while within the project footprint. ANSI 107-2015 Type R, Class E safety pants will be required from dusk until dawn while in the project footprint.

The contractor and respective subcontractors shall provide a copy of their current Company Safety Plans to the department at the preconstruction meeting. All workers shall comply with the Safety Plans of their employer. The department will not issue a notice to proceed until all safety plans have been submitted.

Noncompliance with this contract provision may result in removal of contractor personnel from the project or suspension of work according to standard spec 108.6 applicable under the contract.

31. Notice to Contractor – Milwaukee County Traffic Signals.

On Port Washington Road, the Milwaukee County Department of Transportation operates traffic signals at the Starbucks Driveway and Green Tree Road intersections. During nighttime hours to complete the concrete pavement repair work on Port Washington Road between Station 114+83 and Station 140+70, Milwaukee County will change these traffic signals to red-red flashing in all directions.

Provide a 5 business day advance notice to Mr. Daniel Murphy, Managing Engineer – Traffic, at (414) 257-5942; Daniel.Murphy@milwaukeecountywi.gov when traffic signal changes are required for nighttime work.

32. Notice to Contractor – Maintenance of Eruv Boundary.

An Eruv is a 'symbolic wall' for the Jewish community that is an uninterrupted boundary comprised mostly of fences and utility lines. There are three Eruv's within the project limits. They include the Glendale Eruv, the Bayside Eruv and the Mequon Eruv. The Eruv's are generally described as follows.

The Glendale Eruv boundary runs along the east side of IH 43 from Green Tree Road to Brown Deer Road on the east IH 43 access control fencing. The Eruv crosses Brown Deer Road on We Energies overhead facilities. The Eruv continues west on We Energies overhead facilities on the north side of Brown Deer Road.

Ten days prior to removal of any fences, poles, wires, etc. that comprise the Eruv boundary, contact:

Rabbi Wes Kalmar
rabbikalmar@asktshul.com
Cell: (203) 815-3045

The Bayside Eruv runs west from Port Washington Road on the north side of Green Tree Road to IH 43 using We Energies overhead facilities. The Eruv boundary then runs north to Good Hope Road along the east side of IH 43 using the access control fence, crossing Good Hope Road on We Energies facilities then back to the east side of IH 43 where the Eruv continues on the access control fence to Brown Deer Road. The Eruv continues north across Brown Deer Road on overhead We Energies facilities and continues north on the access control fence on the east side of IH 43 to We Energies facilities along the south side of W. Fairy Chasm Road.

Ten days prior to removal of any fences, poles, wires, etc. that comprise the Eruv boundary, contact:

Rabbi Cheski Edelman
rabbicheski@chabadwi.org
Cell: (414) 439-5041

The Mequon Eruv boundary extends along IH 43 from the north side of Brown Deer Road to County Line Road. The Eruv begins on the west side of IH 43 on We Energies facilities at Brown Deer Road and extends north along the west IH 43 access control fence to County Line Road. The boundary crosses County Line Road on We Energies overhead facilities and continues north on We Energies facilities along Port Washington Lane.

Ten days prior to removal of any fences, poles, wires, etc. that comprise the Eruv boundary, contact:

Rabbi Moshe Rapoport
moshe@chabadmequon.org

Continuity of the Glendale, Bayside and Mequon Eruv's must be maintained during construction and is considered incidental to the contract.

33. Traffic Control.

Supplement standard spec 643.3.1 with the following:

Provide the Wisconsin State Patrol, Milwaukee County Highway Maintenance, Ozaukee County Highway Maintenance, and the engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

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

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

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

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

Flagging operations shall follow standard spec 104.6.1.(4) and chapter 6E of the WMUTCD.

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

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

SER-643-001 (20170808)

34. Work Zone Ingress - Egress.

Any initial set-up and/or changes to the Work Zone Ingress – Egress construction detail in the plan or location(s) should be submitted a minimum of 10 working days before use and are subject to approval by the engineer and the Southeast Region Work Zone Engineer.

ser-643-005 (20180131)

35. Public Involvement Meetings.

Participate in department-sponsored public involvement meetings as the engineer requests. Ensure that representatives of subcontractors also participate in those meetings if the engineer requests.

sef-999-040 (20160915)

36. Traffic Meetings and Traffic Control Scheduling.

Every Wednesday by 9:00 AM, submit a detailed proposed 2-week look-ahead traffic closure schedule to the engineer. Type the detailed proposed 2-week look-ahead closure schedule into an excel spreadsheet provided by the engineer. Enter information such as closure dates, duration, work causing the closure and detours to be used. Also enter information such as ongoing long-term closures, emergency contacts and general 2-month look-ahead closure information into the excel spreadsheet.

Meet with the engineer between 10:00 - 11:00 AM on Wednesdays at a location TBD to discuss and answer questions on the proposed schedule. Edit, delete and add closures to the detailed proposed 2-week look-ahead schedule, as directed by the engineer, so that proposed closures meet specification requirements. Other edits, deletions or additions unrelated to meeting specification requirements may also be agreed upon with the engineer during the 10:00 AM meeting.

Every Wednesday at 2:00 PM, or as scheduled by the engineer, attend a weekly traffic meeting. The meeting will bring local agencies, project stakeholders, owner managers, owner engineers, contractors, document control and construction engineering personnel together to discuss traffic staging, closures and general impacts. Upon obtaining feedback from the meeting attendees, edit, delete and add information to the detailed 2-week look-ahead closure schedule, as needed. Submit the revised 2-week look-ahead to the engineer.

Obtain approval from the engineer for any mid-week changes to the closure schedule. Revise the 2-week look-ahead as required and obtain engineer approval.

sef-643-040 (20150319)

37. **Intelligent Transportation Systems (ITS) – Control of Materials.**

Standard spec 106.2 – Supply Source and Quality

Add the following to standard spec 106.2:

The department will furnish a portion of equipment to be installed by the contractor. This department-furnished equipment includes the following:

Department-Furnished Items
Microwave Vehicle Detectors
Ethernet Radios

Pick-up small department-furnished equipment, such as communications devices, cameras, and controllers, from the department's Statewide Traffic Operations Center (STOC), 433 W. St. Paul Ave., Milwaukee, WI 53203 at a mutually agreed upon time during normal state office hours. Contact the department's STOC at (414) 227-2166 to coordinate pick-up of equipment.

Transportation of the equipment between the electric shop and the field or interim location(s) shall be the responsibility of the contractor.

Standard spec 106.3 – Approval of Materials

Add the following to standard spec 106.3:

Design/Shop Drawings

Prior to the purchase and/or fabrication of any of the components listed herein, and for any non-catalog item shown on the Material and Equipment List specified above, and no more than 30 days after notice to proceed, submit five copies of design drawings and shop drawings, as required, to the department for review. The items and the drawings that represent them shall meet the requirements of the standard specifications.

Design drawing submissions shall consist of signed and certified designs, design drawings, calculations, and material specifications for required items.

Shop drawings will be required for, but not limited to the following:

1. Mounting assemblies for the vehicle speed and classification sensors, including their attachment to the structure.
2. Mounting LED warning signs to the sign structure.
3. Mounting detail for dynamic message signs.
4. Any contractor-designed structure or foundation.

The department will complete its review of the material within 30 days from the date of receipt of the submission, unless otherwise specified. The department will advise the contractor, in writing, as to the acceptability of the material submitted. The department may determine that if no exceptions were taken for the item, it is approved, and no further action is required by the contractor; or the item may be partially or totally rejected, in which case modify and/or amend the submittal as required by the department and resubmit the item within 14 days. At this time, the review and approval cycle described above will begin again.

stp-670-005 (20150630)

38. Intelligent Transportation Systems – General Requirements.

A Description

A.1 General

This contract includes furnishing and installing elements for an Intelligent Transportation System (ITS) in or along the existing roadway as shown on the plans.

Unusual aspects of this project include:

1. The project includes working on cables and equipment that are carrying data between roadside equipment and the department's Statewide Traffic Operations Center (STOC). Interruption of this service is not expected to perform this work. If an interruption is determined necessary, it must be done on a weekend, and must be done in a way that minimizes communication outages for the existing equipment. Notify the department's STOC at least 48 hours in advance of the planned interruption.
2. The department will furnish some of the equipment to be installed. Make a reasonable effort to discover defects in that equipment prior to installing it.

A.2 Surge Protection

Equip every ungrounded conductor wire entering or leaving any equipment cabinet with a surge protector. For purposes of this section, multiple cabinets on a single pole or foundation are considered a single cabinet.

B Materials

B.1 General

Only furnish equipment and component parts for this work that are new and have high quality workmanship. All controls, indicators, and connectors shall be clearly and permanently labeled in a manner approved by the engineer. All equipment of each type shall be identical.

All electrical equipment shall conform to the standards and requirements of the Wisconsin Electrical Code, the National Electrical Manufacturers Association (NEMA), National Electric Safety Council (NESC), Underwriter's Laboratory Inc. (UL) or the Electronic Industries Association (EIA), when applicable. All materials and workmanship shall conform to the requirements of the National Electrical Code (NEC), Rural Electrification Administration (REA), Standards of the American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), requirements of the plans these special provisions, the standard specifications, and to any other codes, standards, or ordinances that may apply. All system wiring, conduit, grounding hardware and circuit breakers shall be in conformance with the National Electrical Code. Whenever reference is made to any of the standards mentioned, the reference shall be considered to mean the code, ordinance, or standard that is in effect at the time of the bid advertisement.

B.2 Outdoor Equipment

All conductive connectors, pins (except pins connected by soldering), and socket contacts shall be gold plated. Acrylic conformal coating shall protect each circuit board side that has conductive traces. Except for integrated circuits containing custom firmware, all components shall be soldered to the printed circuit board.

To prevent galvanic corrosion, all connections between dissimilar metals shall incorporate a means of keeping moisture out of the connection. Where the connection need not conduct electricity, interpose a non-absorbing, inert material or washer between the dissimilar metals. Use nonconductive liners and washers to insulate fasteners from dissimilar metals. Where the connection must conduct electricity, use a conductive sealant between the dissimilar metals. Alternatively, use an insulating gasket and a bond wire connecting the two metal parts.

B.3 Custom Equipment

Equipment that is not part of the manufacturer's standard product line, or that is made or modified specifically for this project, shall conform to the following requirements:

Where practical, electronics shall be modular plug-in assemblies to facilitate maintenance. Such assemblies shall be keyed to prevent incorrect insertion of modules into sockets.

All components shall be available from multiple manufacturers as part of the manufacturers' standard product lines. All must be clearly labeled with the value, part number, tolerance, or other information sufficient to enable a technician to order an exact replacement part.

Lamps used for indicator purposes shall be light-emitting diodes.

The printed circuit boards shall be composed of "two-ounce" copper on 1/16-inch thick fiberglass epoxy or equivalent type construction. Holes that carry electrical connections from one side of the boards to the other shall be completely plated through. Multilayer printed circuit boards shall not be used. The name or reference number used for the board in the drawings and maintenance manuals supplied to the department shall be permanently affixed to each board.

All components shall be mounted so that the identifying markings are visible without moving or removing any part, if practical.

B.4 Environmental Conditions

Equipment shall continue to operate as specified under the following ranges of environmental conditions, except as noted in the specifications for individual pieces of equipment.

1. **Vibration and Shock:** Vehicle speed and classification sensors and any other equipment mounted atop poles or on structures shall not be impaired by the continuous vibration caused by winds (up to 90 mph with a 30 percent gust factor) and traffic.
2. Duty Cycle: Continuous
3. **Electromagnetic Radiation:** The equipment shall not be impaired by ambient electrical or magnetic fields, such as those caused by power lines, transformers, and motors. The equipment shall not radiate signals that adversely affect other equipment.
4. Electrical Power:
 - a. **Operating power:** The equipment shall operate on 120-volts, 60-Hz, single-phase unless otherwise specified. It shall conform to its specified performance requirements when the input voltage varies from 89 to 135 volts and the frequency varies +3 Hz.
 - b. **High frequency interference:** The equipment operation shall be unaffected by power supply voltage spikes of up to 150 volts in amplitude and 10 microseconds duration.
 - c. **Line voltage transients:** The equipment operation shall be unaffected by voltage transients of plus or minus 20 percent of nominal line voltage for a maximum duration of 50 milliseconds. Equipment in the field shall meet the power service transient requirements of NEMA Standard TS-2 when connected to the surge protectors in the cabinets.
5. Temperature and Humidity:
 - a. **Field equipment:** Equipment in the field shall meet the temperature and humidity requirements of NEMA Standard TS-2. Liquid crystal displays shall be undamaged by temperatures as high as 165 degrees F, and shall produce a usable display at temperatures up to 120 degrees F.
 - b. **Equipment in Controlled Environments** shall operate normally at any combination of temperatures between 50 degrees F and 100 degrees F, and humidity's between 5 percent and 90 percent, non-condensing, and with a temperature gradient of 9 degrees F per hour.

B.5 Patch Cables and Wiring

All cables and wiring between devices installed in a single cabinet, or in separate cabinets sharing a single concrete base, will be considered incidental to the installation of the devices and no separate payment will be made for them. It is anticipated that this will include fiber optic patch cables between termination panels and Ethernet switches, 10 / 100 MBPS Ethernet cables, RS-232 cables between individual devices and terminal servers, and power cables between individual devices and power sources within the cabinets.

B.6 Surge Protection

Low-voltage signal pairs, including twisted pair communication cable(s) entering each cabinet shall be protected by two-stage, plug-in surge protectors and shall be installed on both ends of camera control cables. The protectors shall meet or exceed the following minimum requirements:

1. The protectors shall suppress a peak surge current of up to 10k amps.
2. The protectors shall have a response time less than one nanosecond.
3. The protector shall clamp the voltage between the two wires at a voltage that is no more than twice the peak signal voltage and clamp the voltage between each wire and ground at 50 volts.

4. The first stage of protection shall be a three-element gas discharge tube, and the second stage shall consist of silicon clamping devices.
5. The protector shall also contain a resettable fuse (PTC) to protect against excessive current.
6. There shall be no more than two pairs per protector.
7. It shall be possible to replace the protector without using tools.

Cables carrying power to curve signs shall be protected at the cabinet by grounded metal oxide varistors of appropriate voltages. The varistors must be at least 0.8 inch in diameter.

C Construction

C.1 Thread Protection

Provide rust, corrosion, and anti-seize protection at all thread assemblies of metallic parts by coating (non-spray) the mating surfaces with an approved compound. Failure to use an approved compound will result in no payment for the items to which coating was to have been applied.

C.2 Cable Installation

When installing new cables into conduits containing existing cables, remove the existing cables and reinstall the existing cables simultaneously with the new cables. Take every precaution necessary to protect the existing cables. In the event of avoidable damage to the existing cables, replace all damaged cables, in-kind, at no additional expense to the department. When cables are pulled into conduit, use a cable pulling lubricant approved by the cable manufacturer. Submit documentation supporting manufacturer approval of the lubricant to the engineer.

C.3 Wiring

Every conductor, except a conductor contained entirely within a single piece of equipment, must terminate either in a connector or on a terminal block. Provide and install the connectors and terminal blocks where needed, without separate payment. Use approved splice kits instead of connectors and terminal blocks for underground power cable splices.

Permanently label and key connectors to preclude improper connection. Obtain prior engineer approval for the labeling method(s) prior to use.

Terminal blocks must be affixed to panels that permanently identify the block and what wire connects to each terminal. This may be accomplished by silk screening or by installing a laminated printed card under the terminal block, with the labels on portions of the card that extend beyond the block. Installation of terminal blocks by drilling holes in the exterior wall of the cabinet is not acceptable.

Use barriers to protect personnel from accidental contact with all dangerous voltages.

Do not install conductors carrying AC power in the same wiring harness as conductors carrying control or communication signals.

Arrange wiring, including fiber optic pigtails, so that any removable assembly can be removed without disturbing wiring that is not associated with the assembly being removed.

Communication and control cables may not be spliced underground, except where indicated on the plans.

Cables in the Statewide Traffic Operations Center or in communication hubs, which are not contained within a single cabinet, shall have at least 10 feet of slack.

C.4 System Operations

If the contractor's operations unexpectedly interrupt Intelligent Transportation Systems (ITS) service, notify the engineer immediately and restore service within 24 hours. Repair all damaged facilities to the condition existing before the interruption. If service is not restored within 24 hours, the department may restore service to any operating device and deduct restoration costs from payments due the contractor.

C.5 Surge Protection

Arrange the equipment and cabinet wiring to minimize the distance between each conductor's point of entry and its protector. Locate the protector as far as possible from electronic equipment. Ensure that all wiring between the surge protectors and the point of entry is free from sharp bends.

D Measurement

No separate measurement will be made for the work described in this article.

E Payment

No separate payment will be made for the work described in this article. All work described in this article shall be included under the ITS items in the contract.

stp-670-010 (20100709)

39. Pavement Breaking Equipment.

Use only hydraulic pavement breaking equipment for breaking pavement within 300 feet of any structure. Do not use guillotine, drop hammer, falling weight, gravity impact breakers or equivalent equipment. A multi-head hydraulic drop hammer is allowed unless a structure is within 50 feet of the roadway.

40. Storm Sewer.

Add the following to standard spec 204.5.1:

QMP sampling, testing and documentation if applicable is incidental to removing storm sewer bid item and no separate payment will be made.

Add the following to standard spec 608.3.1:

(1) Incorporate excavated material in the work to the extent practicable. Use materials with suitable engineering properties for embankment.

(2) Dispose of surplus or unsuitable material as specified in standard spec 205.3.12.

Replace standard spec 608.5.2 with the following:

Payment for the Storm Sewer Pipe bid items is full compensation for providing all materials, including all special Y's, mitered sections, elbows and connections required; for all submittals; for excavating and wasting excess material, except rock excavation; for providing rubber gaskets; Lubrication of rubber gaskets; mastic joint sealer; for supporting utilities in storm sewer trench; for shoring design, providing a signed and sealed copy of the design; for installation, monitoring, and removal of shoring; for forming foundation; for laying pipe; for sealing joints and making connections to new features, bedding material; for backfilling and granular backfill material; for QMP sampling, testing and documentation; for cleaning out; and absent the pertinent contract bid items, for restoring the work site.

41. Removing Advance Flasher Assemblies Type 1, Item 204.9001.S.

A Description

This special provision describes removing advance flasher assemblies from the locations the plans show. Rewire and disconnect wiring in the control cabinet as necessary and properly dispose of materials conforming to standard spec 204.3.1.3.

B Materials

Dispose of all materials resulting from removing the Advance Flasher Assemblies including but not limited to poles, break-a-way bases, signal assemblies, bulbs, and wire off the job site.

C Construction

Do not remove existing advance flasher assemblies until proper disconnects and wiring changes in the controller cabinet have been made.

Where an existing advance flasher assembly is mounted to a light pole, remove all signal hardware including wire, conduit, signal assemblies and mounts. Where existing conduit has been installed under concrete sidewalk or roadway, do not remove buried conduit unless directed otherwise by the engineer or unless it is not possible to install new wire through the existing conduit.

D Measurement

The department will measure Removing Advance Flasher Assemblies Type 1 by the unit, acceptably removed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9001.S	Removing Advance Flasher Assemblies, Type 1	EACH

Payment is full compensation for removing advanced flasher assemblies; for rewiring, as necessary; for disconnecting wiring as necessary in the controller cabinet; and for properly disposing of all materials.

Removal of concrete bases and signs associated with this item will be measured and paid for separately.

stp-204-060 (20170615)

42. Removing Apron Endwall, Item 204.9060.S.0001.

A Description

This special provision describes removing Apron Endwall according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Apron Endwall as each individual apron endwall, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.0001	Removing Apron Endwall	EACH

stp-204-025 (20150630)

43. Removing Draintile, Item 204.9090.S.0001.

A Description

This special provision describes removing draintile according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C Construction

Conform to standard spec 204.

D Measurement

The department will measure Removing Draintile by the linear feet, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.0001	Removing Draintile	LF

stp-204-025 (20150630)

44. Removing Underdrain, Item 204.9090.S.0002.

A Description

This special provision describes removing underdrain according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)**C (Vacant)****D Measurement**

The department will measure Removing Underdrain in linear feet, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.0002	Removing Underdrain	LF
stp-204-025 (20150630)		

**45. Removing Overhead Sign Structure S-40-16, Item 204.9105.S.0001;
Removing Overhead Sign Structure S-45-401, Item 204.9105.S.0002.**

A Description

This special provision describes removing Overhead Sign Structure at the location shown on the plans and according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)**C Construction**

Remove and disassemble overhead sign structure and all attached components and properly dispose of all material off the project site.

Concrete footings and reinforcement shall be removed to the depth shown on the construction details. Reinforcement shall be cut off flush. Backfill all holes as specified in standard spec 203.3.5, except that broken masonry will not be allowed, to the final grade lines or as directed by the engineer.

Restore all areas disturbed by construction activities to the final grade lines with topsoil and seed and mulch that meet the requirements of standard spec 625, 630, and 627, respectively. Restoration is incidental to this bid item.

D Measurement

The department will measure Removing Overhead Sign Structure as a lump sum, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.0001	Removing Overhead Sign Structure S-40-16	LS
204.9105.S.0002	Removing Overhead Sign Structure S-45-401	LS

Payment is full compensation for disassembling and removing the full span overhead sign structure and all attached components, removing the concrete footings below future subgrade, backfilling all holes as provided in 203.3.5, and restoring areas disturbed by construction activities.

SER-204-400 (20170405)

46. Roadway Excavation.

Add the following to standard spec 205.5.2(1):

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

Identify all excavation required for the project, all sources of roadway embankment fill including offsite material, shrinkage and swell factors, proposed stockpile material, structure excavation (if used in embankments), waste, and fills anticipated to be treated with a soil drying agent. Provide start and finish

dates for each grading area within the division. These dates should correspond to the dates shown on the project schedule.

Any deviation from the sequencing shown in the earth flow diagram will require approval from the engineer and will require an update to the earth flow diagram.

Attend biweekly earthwork meetings scheduled by the engineer to discuss earth flows, borrow sites, soil drying and strengthening, and other upcoming earthwork activities and technical issues.

Replace standard spec 205.3.13(3) with the following:

The engineer will evaluate cuts and shallow fills to determine if corrective work, EBS Excavation/EBS Backfill is required. If the engineer requests, provide loaded trucks and run the grade as the engineer directs to confirm yielding areas. Perform EBS Excavation/EBS Backfill in yielding areas as the engineer directs.

Add the following to standard spec 205.5.2(2):

The department will not pay EBS to remove frost from embankments or cut sections, unless directed by the engineer. It is the contractor's responsibility to stage construction so that exposed subgrades do not freeze or to provide adequate frost protection. Any work necessary to remove and replace frozen materials from newly constructed embankments or exposed cut sections is considered incidental to the excavation bid items.

47. Prepare Foundation for Asphaltic Shoulders.

Add the following to standard spec 211.3.1:

- ⁽⁸⁾ Excavate and remove Base Aggregate Dense 1 ¼-Inch installed in a previous sequence for nightly freeway shoulder restoration to ensure no vertical drop-offs greater than two-inches adjacent to the travel lanes and to provide shoulder cross slopes with an 8% maximum rollover with the adjacent travel lanes for Peak Hour and Off Peak Hour freeway traffic operations providing two lanes in each direction.

Add the following to standard spec 211.5.1:

- ⁽⁵⁾ Payment for the Prepare Foundation for Asphaltic Shoulders bid item is full compensation for excavating, removing, hauling, and disposing of Base Aggregate Dense 1 ¼-Inch installed in a previous sequence for nightly freeway shoulder restoration.

48. QMP Subgrade.

A Description

This special provision describes requirements for subgrade materials within the roadway foundation as defined in standard spec 101.3. Conform to standard spec 207 as modified in this special provision for all work within the roadway foundation at the following locations:

- IH 43 mainline temporary widening and shoulder repairs.

Provide and maintain a quality control program. A quality control program is defined as all activities, including process control inspection, sampling and testing, documentation, and necessary adjustments in the process that are related to the construction of subgrade which meets all the requirements of this provision.

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

<https://wisconsin.gov/Pages/doing-business/eng-consultants/cnslt-rsrcs/rdwy/default.aspx>

B Materials

B.1 Quality Control Plan

Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not perform grading work before the engineer reviews and accepts the plan. Construct the project as the plan provides.

Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:

- An organizational chart with names, telephone numbers, current certifications or titles, and roles and responsibilities of QC, QV, and IA personnel.
- The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
- An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
- Location of the QC laboratory, retained sample storage, and control charts and other documentation.
- A summary of the locations and calculated quantities to be tested under this provision.
- An explanation regarding the basis of acceptance for material that cannot be tested by nuclear methods due to a high percentage of oversized particles.

B.2 Personnel

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a grading technician certified under HTCP at level I (or ACT Grading Technician under the direction of a certified technician) present at the site during all subgrade preparation, fill placement, compaction, and nuclear testing activities. Have a nuclear density technician certified under HTCP at level I perform field density and field moisture content testing.

B.3 Laboratory

Perform quality control testing in a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:

Materials Laboratory

3502 Kinsman Boulevard

Madison, Wisconsin 53704-2583

Telephone: (608) 246-7938

<https://wisconsin.gov/Pages/doing-business/eng-consultants/cnslt-rsrcs/tools/appr-prod/qual-labs.aspx>

B.4 Equipment

Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.

Furnish nuclear gauges from the department's approved product list at:

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

Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge within 12 months before using it on the project. Retain a copy of the calibration certificate with the gauge. Nuclear density gauge calibration verification is required daily when earthwork construction operations require testing under this special provision article. This calibration verification shall be performed using the department's "Validator" apparatus which will be located at a to be determined mutual site. Contract Paul Emmons at (414) 750-1561 ten calendar days in advance to coordinate the location. Establish a standard gauge reading for the "Validator" using the ten test average method. The source emitter depth for calibration verification, in the direct transmission mode, will be determined by the engineer. This procedure will establish the "Validator" apparatus, as the contractor's project reference site.

Conform to ASTM D 2950 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Perform each test for 4 minutes of nuclear gauge count time.

B.5 Soil Source Study

Conduct and submit a soil source study before beginning of grading operations. Ensure that this study identifies each distinct soil type on the project within the top 15 feet of cut areas and all borrow material. Provide the in-bank natural moisture content for each soil. Develop moisture-density curves for each identified soil type by utilizing AASHTO T 99, with a minimum of 5 individual points, and a zero air voids curve at a specific gravity of 2.65. If a different specific gravity is used perform a specific gravity test. Determine the maximum density and corresponding optimum moisture level for each soil type. Develop a site-specific family of Proctor curves for this contract from the completed soil source study and submit to the engineer for review and acceptance.

Perform characterization tests on each of the soil types selected for the soil source study. The tests for roadway include AASHTO T 89, AASHTO T 90, AASHTO T 27, and AASHTO T 11. Classify each soil type selected according to the AASHTO soil classification system based on the characterization tests. Do not begin grading operations until the engineer accepts the soil source study.

Use the soil types identified in the soil source study with corresponding maximum densities and optimum moisture values to determine the compaction compliance on the project. Continue the soil source study in those areas of cuts greater than 15 feet that were not accessible during the initial study. Include data on additional soil types if project conditions change. Ensure that tests of additional soil types are complete, and the engineer accepts the results before incorporating the material into the roadway foundation.

Split each Proctor sample and identify so as to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department's split samples to the field office.

Retain and identify two representative samples of each Proctor. Submit one sample to the engineer. Retain one sample on site for use when performing textural identification.

B.6 Quality Control Documentation

B.6.1 Control Charts

Maintain separate control charts for the field density and field moisture content of each grading area. Designate grading areas within the project as follows:

- Subgrade cut portions of the project.
- Embankment in pipe culvert trenches.

Ensure that all tests are recorded and become part of the project records. Plot required test results on the control charts. Include random and engineer-requested testing but only include the contractor's randomly selected QC test results in the 4-point running average. The contractor may plot other contractor-performed process control or informational tests on the control charts, but do not include them in 4-point running averages.

Post control charts in an engineer-approved location and update daily. Ensure that the control charts include the project number, the test number, each test element, the applicable control limits, the contractor's individual test results, the running average of the last 4 data points, and the engineer's quality verification test data points. Use the control charts as part of a process control system for identifying potential problems and assignable causes. Format control charts according to the CMM.

Submit control charts to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

B.6.2 Records

Document all observations, inspection records, and adjustments to fill placement procedures, soil changes, and test results daily. Note the results of the observations and inspection records as they occur in a permanent field record.

Provide copies of the field density and field moisture running average calculation sheets, the one-point Proctor tests, records of procedure adjustments, and soil changes to the engineer daily.

Submit original testing records to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

B.7 Contractor Testing

B.7.1 General

Have a grading technician certified under HTCP at level I (or ACT Grading Technician under the direction of a certified technician) present during all subgrade preparation, fill placement, compaction, and testing. Have a nuclear density technician certified under HTCP at level I perform the testing for field density and field moisture content. During subgrade construction, use sampling and testing methods identified in the CMM to perform the required tests at randomly selected locations at the indicated minimum frequency for each grading area.

Determine the cubic yards for testing based on a total load count system the engineer and contractor agree to.

For each test, provide the cubic yards represented and the test location to within 2 feet horizontally and 0.5 feet vertically. Use project stationing to determine horizontal location and grade stakes to determine vertical location.

Test areas of suspect compaction or areas which appear to be nonconforming as determined by the engineer.

B.7.2 Field Density and Field Moisture

Perform the field density and field moisture tests using the nuclear density meter method according to AASHTO T 310. Ensure that each field density test material is related to one of the specific soil types identified in the soil source study in determining the percent compaction. Use textural identification as the primary method of establishing this relationship. Use the representative samples retained from the soil source study when performing the textural identification. Use a coarse particle correction according to AASHTO T 224.

If field density and field moisture tests cannot be performed by the nuclear density method due to a high percentage of oversized particles as determined according to AASHTO T 99 for highway embankments, observe the placement of the embankment and document the basis of acceptance. Document daily quantities of untested embankment and locations where untested embankment is placed and keep a cumulative quantity of untested embankment material during the project. Include the daily documentation and a summary of the cumulative quantity of untested embankment material with the project records.

B.7.3 Testing Frequency

B.7.3.1 Subgrade Cut

Perform the required tests at the following frequencies:

Test	Minimum Frequency
Field Density and Moisture (AASHTO T 310)	One test per 1,000 linear feet of cut or one test per cut area whichever yields the most tests. The testing will be completed at the finished subgrade elevation.

B.7.3.2 Subgrade Embankment in Pipe Culvert Trenches

Perform the required tests at the following minimum frequencies per trench run between structures. Test trenches individually at the frequency listed in this section. For example, lateral lines and trunk lines are to be considered individual trenches:

Test	Minimum Frequency
Field Density and Moisture (AASHTO T 310)	One test per 100 CY of backfill placed per lift or one test per day whichever yields the most tests.

B.7.4 Control Limits

B.7.4.1 Field Density

B.7.4.1.1 General Conditions

The lower control limit for field density measurements is a minimum of 95.0 percent of the maximum dry density as determined by AASHTO T 99 or T 272 for the 4-point running average and a minimum of 92.0 percent of the maximum dry density for any individual test.

B.7.4.2 Field Moisture Content

The upper control limit for the field moisture content is 105.0 percent of the optimum moisture as determined by AASHTO T 99 or T 272 for the 4-point running average.

The lower control limit for the field moisture content is 65.0 percent of the determined optimum moisture for the 4-point running average. There is no lower control limit for the field moisture of material having less than 5 percent passing the No. 200 sieve.

B.7.5 Corrective Action

Notify the engineer if an individual field density test falls below the individual test control limit. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer to improve the density of the subgrade material. After corrective action, perform a randomly located retest within the represented quantity to ensure that the material is acceptable.

Notify the engineer if the field density or field moisture running average point falls below the running average control limit for field density or outside the control limits for field moisture. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer to improve the quality of the material represented by the running average point. Retest each corrected area at a new random location within its represented quantity and determine a new 4-point running average. If the new running average is not acceptable, perform further corrective actions and retest at new random locations.

If the contractor's control data is proven incorrect resulting in a field density or field moisture point falling below the control limit for field density or outside the control limits for field moisture, the subgrade is unacceptable. Employ the methods described in this special provision for unacceptable material.

B.8 Department Testing

B.8.1 General

The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all verification and independent assurance personnel for the project.

The department will provide field density and field moisture test results to the contractor on the day of testing. Test results from Proctor split samples will be provided to the contractor within 7 business days after the sample has been received by the department.

B.8.2 Verification Testing

The department will have an HTCP technician, or ACT under the direction of a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified for contractor testing personnel for each test being verified. The department will notify the contractor before testing so the contractor can observe QV testing.

The department will test field density and field moisture randomly at locations independent of the contractor's QC work. The department will use split samples for verification of Proctor testing. In all cases, the department will conduct the verification tests in a separate laboratory and with separate equipment from the contractor's QC tests.

The department will perform verification testing as follows:

1. The department will conduct verification tests on Proctor split samples taken by the contractor. These samples may be from the Soil Source Study or sample locations chosen by the engineer from anywhere in the process. The minimum verification testing frequency is one per 90,000 cubic yards, with at least one for each soil type identified in the Soil Source Study.
2. The engineer may select any contractor-retained sample for verification testing.
3. The department will conduct at least one verification test for field density and field moisture per 20,000 cubic yards.

Plot verification tests on the contractor's quality control charts as specified in B.6.1. Do not include verification tests in the 4-point running average.

If verification tests are within specified control limits, no further action is required. If verification tests are not within specified control limits, the engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's sampling and testing procedures and equipment. Both parties will document all investigative work.

Correct all deficiencies. If the contractor does not respond to an engineer request to correct a deficiency or resolve a testing discrepancy, the engineer may suspend grading work until action is taken. Resolve disputes as specified in B.9.

B.8.3 Independent Assurance Testing

Independent assurance is unbiased testing the department performs to evaluate the department's verification and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform the independent assurance review according to the department's independent assurance program, which may include one or more of the following:

1. Split sample testing.
2. Proficiency sample testing.
3. Witnessing sampling and testing.
4. Test equipment calibration checks.
5. Reviewing required worksheets and control charts.
6. Requesting that testing personnel perform additional sampling and testing.

Plot the independent assurance tests on the contractor's quality control charts as specified in B.6.1. Do not include independent assurance tests in the 4-point running average.

If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or cooperate in resolving identified deficiencies, the engineer may suspend grading work until action is taken. Resolve disputes as specified in B.9.

B.9 Dispute Resolution

The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.

If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party tests to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

B.10 Acceptance

The department will accept the material tested under this provision based on the contractor QC tests unless it is shown through verification testing or the dispute resolution process that the contractor's test results are in error.

C (Vacant)

D (Vacant)

E Payment

Costs for all sampling, testing, and documentation required under this special provision are incidental to the work. If the contractor does not perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the Non-performance of QMP administrative item.

sef 207-005 (20171004)

49. Select Crushed Material.

Replace standard spec 312.2(6) with the following:

The department will assess Select Crushed Material acceptability based primarily on the engineer's visual inspection. The department may require the contractor to sample, test, and report gradation or the

fracture results to show conformance of the material. One test per source, production process, or change of production process may be required.

Replace standard spec 312.5(2) with the following:

Payment for Select Crushed Material is full compensation for providing and compacting Select Crushed Material and all work necessary to provide gradation or fracture test results.

SER-321-001 (20160831)

50. Concrete Pavement Partial Depth Repair Joint Repair, Item 416.0750.S.

A Description

This special provision describes removing deteriorated concrete; furnishing, placing and curing concrete to the original slope and grade; and reestablishing cracks or joints at areas the plans show and as the engineer directs.

The item Concrete Pavement Partial Depth Repair Joint Repair consists of removing deteriorated concrete at the areas designated in the plans, furnishing, placing, and curing concrete to the original slope and grade, and reestablishing joints.

A.1 General

In advance of the beginning of the rehabilitation operation, establish traffic control for rehabilitation surveys and marking of locations.

Any removal and replacement of existing asphaltic concrete pavement in conjunction with the concrete pavement operations shall be incidental work for which no direct payment will be made unless otherwise shown in the plan.

Perform the removal operation in a manner that precludes damage to the remaining pavement. Any damage to the in-place concrete pavement by the contractor's operations, shall be repaired before acceptance as the engineer directs.

Milling is generally completed with one pass of the milling machine. The nominal width of Joint Repair or Crack Repair shall not exceed 12 inches (305 mm). Any repair area required, beyond the nominal 12 inch (305 mm) width will be paid for as Surface Repair. The length of Full Depth Adjustment, along the transverse joint, from the nearest longitudinal joint, shall not be greater than 18 inches (458 mm).

If during removal operations it is determined that a full-lane width, full-depth repair is required, the contractor will receive partial payment for a measured quantity of the intended repair item, and the work shall be completed under the item of Concrete Pavement Repair, Item 416.0710. If after milling a transverse joint deteriorated concrete exists greater than 4 inches wide and 6 feet in length, the joint shall be converted to a full-depth Concrete Pavement Repair.

Do not place repair concrete when the ambient air temperature is below 50° F (10° C), except as permitted by the engineer. When the ambient air temperature is below 50° F (10° C) the engineer may require covering during the initial curing period.

Partial depth repair areas should be inspected for possible debonding, by chain dragging or other suitable procedure, before opening to public traffic. De-bonded repairs must be removed and replaced.

Opening of pavement repairs to traffic will be controlled by cylinder tests, as set forth in standard spec 415.3.15.

Replace any area of the asphaltic shoulder damaged during the pavement removal operations under this item with a commercially produced asphaltic patching material to the elevation of the adjacent shoulder.

At no expense to the department, remove and replace any areas of failure that appear within one month of the original repair, or any subsequent repair, including traffic control. Failures include but may not be limited to loss of bonding to the in-place concrete, spalling, or crack apparent in the repair other than the desired crack in the newly constructed joint or reestablished crack.

A.2 Equipment

Use only concrete milling machines that are equipped with a device for stopping at preset depths to prevent damage to dowel bars. Additionally, shroud the equipment to prevent discharge of any loosened material into adjacent work areas or live traffic lanes.

Use air chippers or breakers for chipping the old concrete surface that have a total weight not exceeding 30 lb. (13.6 kg) and are equipped with flat, chisel-type points that have cutting edges not less than .75 inch (19 mm) or greater than 3 inches (76.2 mm) wide.

Use concrete mixing equipment that provides material of uniform consistency. Do not prepare site-mixed concrete more than ½ hour before placement. Do not prepare ready-mixed concrete more than 1 hour before placement.

Use mechanical vibrators that are capable of operating at frequencies sufficient to achieve thorough and uniform consolidation, but not less than 7000 impulses per minute. Have available at least one spare vibrator, in working order and of sufficient frequency, on the work site before concrete placement is started.

B Materials

All materials used in the work shall conform to the requirements specified for the class of material named.

B.1 Concrete

The replacement concrete shall comply with the standard specifications except as modified below. It shall be furnished, placed, and cured according to the provisions in the plans, specifications, and contract.

Use the following proportions, assuming a specific gravity of 2.65, for 1 cubic yard (cubic meter) of concrete:

850 lb. (505 kg) Portland Concrete	(Type 1 or Type III)
1338 lb. (794 kg) Fine Aggregate	(Per standard specifications except max P200=2.5%)
1338 lb. (794 kg) Coarse Aggregate	(See table below for gradation)

Coarse Aggregate Gradation

SIEVE SIZE	PERCENT PASSING (by weight)
3/8 (9.5 mm)	100
#4 (4.75 mm)	55-95
#50 (300 µm)	0-5
#200 (75 µm)	0-1.0

Maximum slump shall be 1 inch (25 mm).

Air Content shall be 6% ±1.5%

ASTM C494 Type A admixture shall be used, unless Type E is used.

ASTM C494 Type E admixture may be used, according to the manufacturer's recommendations, to achieve the required opening strength in the desired time period. Dosage will vary with ambient temperature and desired opening time.

The use of more than 50% of the maximum manufacturer's recommended dosage of Type E admixture will require the concrete to be sprayed with curing compound and covered with wet burlene.

B.2 Compression Relief Material

Provide compression relief material that is made of a rigid, compressible, non-absorbent material.

B.3 Bonding Agent

Use bonding grout that consists of equal portions of Portland cement and sand, mixed with sufficient water to form a slurry having the consistency of thick cream.

B.4 Concrete Curing Agent

Provide a concrete curing agent that is a resin of 100 percent poly-alpha-methylstyrene type curing compound meeting ASTM C309, Type 2, Class B specifications and conforming to all requirements according to the following table:

Properties	Minimum	Maximum
Total Solids, % by weight of compound	42	
Reflectance in 72 hours (ASTM E1347	65	
Loss of Water, kg/m ² in 24 hours (ASTM C156)		0.15
Loss of water, kg/m ² in 72 hours (ASTM C156)		0.40
Settling Test, ml/100 ml in 72 hours ^[1]		2
V.O.C. Content, g/L		350
Infrared Spectrum, Vehicle ^[2]	100% alpha-methylstyrene	

^[1] Test Method on file at the department's Materials Testing Lab.

^[2] The infrared scan for the dried vehicle from the curing compound shall match the infrared scan on file at the department's Materials Testing Lab.

Shelf life of the product shall be six months from date of manufacture. The product may be re-tested by the department's Materials Testing Lab and re-approved, if the physical and chemical properties have not changed, for an additional six months. However, the maximum shelf life shall not exceed one year from manufacture date.

C Construction

Remove the concrete by milling to the depths and dimensions as shown on the plan or as determined by the engineer, or both.

Milling may be accomplished either longitudinally or transversely to the joint, crack, or edge. The removal process must not damage dowel bars. In the event a dowel bar exhibits excessive corrosion, cut, or burn-off the bar.

The removal of the concrete surface in the designated repair areas shall have a minimum depth of 2 inches (50.8 mm) with all deteriorated concrete removed to a maximum depth of one-half the pavement thickness, or the top of the dowel bars. Using air chippers, remove all cracked or deteriorated concrete exposed after milling to sound concrete. Chipping at the milled surface of the crack or joint shall be a minimum 2 inches wide and shall be at a 1:1 slope.

When dowel bars are present, take precaution not to disturb unsound concrete below the tops of the dowels. If some of this unsound material is accidentally blown out during the cleaning process, fill in the voids with clean, dry sand.

Use air chippers only for final preparation of the repair area.

Storage of the removed material on the roadway will only be permitted in conjunction with a continuous removal and pick-up operation. During non-working hours, clear the roadway of all materials and equipment.

The removed pavement shall become the property of the contractor and disposed of as specified in standard spec 204.3.1.3.

Install pavement ties conforming to standard spec 416.3.6.

Sandblast all exposed surfaces within 24 hours before concrete placement. If it rains before concrete placement, sandblast the repair areas again. Additionally, clean the repair areas of loose material by air blasting before applying the bonding grout.

Coat exposed surfaces of dowel bars to prevent bonding between the bar and the repair concrete. Take precaution to prevent contamination of existing concrete in the repair area.

Place compression relief material to maintain the continuity of the existing crack or to reestablish the joint in a full-depth adjustment. Install compression relief material such that it remains in position and is tight to all edges during placement of the repair concrete. During concrete placement and vibrating, keep the compression relief material in contact with the bottom of the repair area. To ensure that cracks are reestablished in their original locations, scribe their locations on the adjoining pavement outside the removal area, before removal operations.

Reestablish cracks and joints to a 1/4 inch width, or to the existing crack or joint width, whichever is greater.

Immediately before placing the concrete, coat the repair surface with bonding grout. The surface shall be completely dry for at least one-half hour before coating with bonding grout. If the surface isn't completely dry, dry the surface using heat to remove all moisture from the repair surface. Mix the grout by mechanical means and thoroughly brush it over the prepared concrete surface to ensure that all parts receive an even coating. No excess grout shall be permitted to collect in pockets. Place grout within one and a half hours of mixing. If the grout whitens, sandblast, and re-grout.

Vibrate concrete as necessary to uniformly and thoroughly consolidate the entire mass of fresh concrete without causing segregation of the aggregates or the formation of localized areas of grout.

Concrete repairs shall not protrude beyond the original cross-section of the pavement by more than 3/8 inch (9.5 mm). The edges shall be formed or sawn full-depth.

Strike-off the surface of the repaired area flush with the adjacent concrete and finish the surface to a uniform texture, true to grade and cross section and free from porous areas. As a final finishing operation, float the concrete toward the edges of the repair.

While the concrete is still plastic, the repair shall be tested for trueness with a straightedge.

Reestablish cracks using compression relief material to or beyond the surface of the repair. Initially reestablish joints in plastic concrete by using a jointing tool. Establish tooled joints to a minimum depth of 2 inches. Tooled edges shall be provided, adjacent to all compression relief material, in fresh concrete. Complete the removal of excess compression relief material above the pavement surface without damage to the repair area. The method of removal will be reviewed and approved by the engineer before any removal.

Surface texturing, if required by the engineer, shall consist of a broomed finish in the long dimension direction of the repair.

Apply curing compound to the fresh concrete as soon as possible. Apply the compound uniformly, at a minimum rate of one gallon per 100 square feet (0.41 L/m²).

Restore joints by sawing. Saw the joints in a single cut, to the width and depth the plans show, and conforming to standard spec 415.3.9.

Thoroughly clean the joint or crack after sawing to remove loose compressible material.

D Measurement

The department will measure Concrete Pavement Partial Depth Repair Joint Repair; Concrete Pavement Partial Depth Repair Crack Repair; and Concrete Pavement Partial Depth Repair Edge Repair by the linear foot, acceptably completed.

The department will measure Concrete Pavement Partial Depth Repair Surface Repair and Concrete Pavement Partial Depth Repair Full Depth Adjustment in area by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
416.0750.S	Concrete Pavement Partial Depth Repair Joint Repair	LF

If a Partial Depth Repair item is changed, by the project engineer, to a full-depth repair, the contractor shall be paid at a measured quantity of 40 percent of the intended repair plus the full cost for Full Depth Repair.

Payment for Concrete Pavement Partial Depth Repair Joint Repair; Concrete Pavement Partial Depth Repair Crack Repair, and Concrete Pavement Partial Depth Repair Edge Repair, is full compensation for removing the concrete; disposing of materials; furnishing and placing sand where required; furnishing and placing compression relief material where required; furnishing and placing preformed joint filler where required; placement and curing of the concrete; and for reestablishing cracks or joints.

Payment for Concrete Pavement Partial Depth Repair Surface Repair and Concrete Pavement Partial Depth Repair Full Depth Adjustment, is full compensation for removing the concrete; for disposing of materials; furnishing and installing pavement ties where necessary; furnishing and placing preformed joint filler where required; furnishing and placing compression relief material where required; replacing the concrete; and reestablishing joints. The item Partial Depth Repair, Full Depth Adjustment will be paid for as a separate item at locations where it is necessary to extend the repair through the full remaining concrete pavement thickness.

51. QMP HMA Pavement Nuclear Density.

A Description

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

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

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

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

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

B Materials

B.1 Personnel

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

B.2 Testing

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

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges according to CMM 8-15.2.
- (2) Furnish nuclear gauges from the department's approved product list at

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>

B.3.2 Comparison of Nuclear Gauges

B.3.2.1 Comparison of QC and QV Nuclear Gauges

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

B.3.2.2 Comparison Monitoring

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

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

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

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

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

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

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

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

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

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft³ of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

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

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

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

52. Cold Patch, Item 495.1000.S.

A Description

This special provision describes furnishing cold patch and filling potholes and other voids in existing pavement surfaces as the engineer directs.

B Materials

Furnish a mixture of course aggregate, natural sand, and MC-250 bituminous material designed to have a workability range of 15-100° F without heating. Ensure that the mixture:

- Adheres to wet surfaces.
- Resists damage from water, salt, and deicing products.
- Requires no mixing or special handling before use.
- Supports traffic immediately after placement and compaction.

Conform to the following gradation:

SIEVE SIZE	PERCENT PASSING (by weight)
1/2-inch (12.5 mm)	100
3/8-inch (9.5 mm)	90 - 100
No. 4 (4.75 mm)	90 max
No. 8 (2.38 mm)	20 - 65
No. 200 (0.074 mm)	2 - 10
Bitumen	4.8 - 5.4

The department will accept cold patch based primarily on the engineer's visual inspection. The department may also test for gradation.

C Construction

Stockpile cold patch on site on a smooth, firm, well-drained area cleared of vegetation and foreign material. Cover the stockpile and ensure that it is easily accessible. Replenish the stockpile throughout the project duration but limit the size at any given time to 10 tons on site unless the engineer approves otherwise. Dispose of unused material at project completion unless the engineer directs otherwise.

Place cold patch by hand. Remove ponded water and loose debris before placement. Compact flush with a tamper, roller, or vehicle tire after placement.

Refill patched areas as necessary to maintain a flush pavement surface until project completion.

D Measurement

The department will measure Cold Patch by the ton, acceptably stockpiled on site.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
495.1000.S	Cold Patch	TON

Payment is full compensation for providing and maintaining patches; for furnishing and replenishing stockpiled material on-site; and for disposing of excess material at project completion.

stp-495-010 (20160607)

53. Concrete Curing Materials.

Supplement standard spec 501.2.9 with the following:

The liquid curing compound shall have a color equal to or lighter than Gardner Color Standard No. 2 when tested according to ASTM C 1315 8.7.6 Yellowing Resistance.

54. Pipe Grates, Item 611.9800.S.

A Description

This special provision describes providing pipe grates on the ends of pipes.

B Materials

Furnish steel conforming to the requirements of standard spec 506.2.2.1. Furnish steel pipe conforming to the requirements of standard spec 506.2.3.6.

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

C Construction

Repair pipes, rods, angles and brackets on which the galvanized coating has been damaged according to the requirements of AASHTO M36M.

D Measurement

The department will measure Pipe Grates in units of work, where one unit is one grate, completed 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
611.9800.S	Pipe Grates	EACH

Payment is full compensation for furnishing and installing all materials; and for drilling and connecting grates to pipes.

stp-611-010 (20030820)

55. 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.

Leave Fence Safety in place at all station locations listed in the Miscellaneous Quantities table.

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, installing, and leaving in place fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion as directed by the engineer.

~~stp 616-030 (20160607)~~

56. Blue Specific Service Signs.

Add the following to standard spec 638.3.4:

Do not remove or move blue specific service signs or their associated posts. Specific service signs are signs with logos that identify commercial entities providing gas, food, lodging, camping, or attractions. A separate contractor, Interstate Logos - Wisconsin, is responsible for these signs. Contact Interstate Logos - Wisconsin at (608) 579-1570 a minimum of 14 calendar days in advance to coordinate removing, moving, or re-installation of these signs.

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

~~stp 638-010 (20150630)~~

57. Covering Signs.

Replace standard spec 643.2.3.3(2) with the following:

- (2) Ensure that covers are flat black, blank, and opaque.

Add the following to standard spec 643.3.4.1 as paragraph four:

- (4) If multiple messages on a single sign are required to be covered, minimize the number of holes created by covering the sign with a single rectangular shaped covering. Multiple coverings on a single sign is only permissible where necessary to avoid covering necessary content or as directed by the engineer. Submit sign covering plans to the engineer for single signs requiring multiple coverings 3 days before performing work. Obtain engineer approval before covering signs. Remove sign coverings before placing fixed messages signs unless otherwise directed by the engineer. Do not uncover signs that are to remain left in place and covered. No additional compensation will be made for leaving covering in place.

~~sf 643-005 (20180104)~~

58. 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)

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

A Description

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

B Materials

- (1) Furnish and maintain a TMA conforming to NCHRP Report 350 test level 3 or to MASH crashworthiness criteria. Submit written certification from the manufacturer that the host vehicle/attenuator configuration provided conforms to crashworthiness criteria. Include the federal-aid reimbursement eligibility letter with that submittal.
- (2) Provide a host vehicle and mount the attenuator conforming to the attenuator manufacturer's specifications. Provide the engineer a copy of the manufacturer's specifications and installation instructions.

C Construction

- (1) Coordinate with the engineer at least 72 hours before its intended use so the engineer can determine if the work operation requires TMA protection.
- (2) Position the attenuator at a manufacturer-recommended location in advance of a stationary work operation. Position and maintain the attenuator consistently at the manufacturer-recommended distance from a mobile work operation. Ensure that an operator stays with the host vehicle while protecting a mobile work operation.

D Measurement

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

E Payment

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

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

- (2) Payment is full compensation for providing the portable attenuator, host vehicle, and operator.

stp-643-015 (20140630)

60. Traffic Control Interim Lane Closure, Item 643.4100.S

A Description

This special provision describes closing a freeway/expressway traffic lane.

B (Vacant)

C Construction

Install and reposition traffic control devices as required to close a traffic lane. Remove and return the devices to their previous configuration when the closure is no longer required.

D Measurement

The department will measure Traffic Control Interim Lane Closure as each individual reposition/return cycle, acceptably completed. The department will not measure additional moves or configuration changes as might be required solely to accommodate the contractor's operations.

The department will measure the closures by traffic lane and roadway. The department will not measure multiple closures in the same traffic lane on a project.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
643.4100.S	Traffic Control Interim Lane Closure	EACH

Payment is full compensation for closing and re-opening the affected traffic lane.

stp-643-030 (20170615)

61. Install Conduit Into Existing Item, Item 652.0700.S.

A Description

This special provision describes installing proposed conduit into an existing manhole, pull box, junction box, communication vault, or other structure.

B Materials

Use conduit, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the standard spec.

C Construction

Expose the outside of the existing structure without disturbing existing conduits or cabling. Drill the appropriate sized hole for entering conduits at a location within the structure without disturbing the existing cabling and without hindering the installation of new cabling within the installed conduit. Fill void area between the drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure. Tamp backfill into place.

D Measurement

The department will measure Install Conduit Into Existing System by the unit, acceptably installed. Up to five conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of five, or conduits entering at significantly different entry points into the existing pull box, manhole, or junction box will constitute multiple units of payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
652.0700.S	Install Conduit Into Existing Item	EACH

Payment is full compensation for excavating, drilling holes; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections.

stp-652-070 (20100709)

62. EBS Excavation, Item SPV.0035.0001.

A Description

This special provision describes excavating and disposing of material taken below the subgrade of future pavement structures at locations determined by the engineer. The removal of excess topsoil will be paid under common excavation as shown on the plan.

B Materials

Excavate all materials below subgrade not classified as rock, stone piles and stone fences, or marsh excavation. Perform work according to standard spec 205.2.2 and as hereinafter provided.

C Construction

Perform work according to the pertinent provisions of standard spec 205.3 and as hereinafter provided.

C.1 Yielding Subgrade

After rough grading on all or a portion of the subgrade in cut areas and in areas requiring 2 feet or less embankment is complete, and the grade is ready for blue tops, point out areas of yielding subgrade to the engineer. The engineer will evaluate the subgrade to determine if EBS Excavation is required.

If the engineer requests, provide loaded trucks and run the subgrade as the engineer directs to confirm yielding areas. Perform EBS Excavation in yielding areas as directed by the engineer.

C.2 Excavation Below Subgrade

Excavate materials as directed by the engineer. Remove deposits of frost-heave material, unstable silty soils, wet and unstable soil, material salvaged from old road cores in marshes, topsoil containing considerable amounts of humus or vegetable matter, rocks, or other undesirable foundation material to the depth below finished grade as the engineer directs.

Compact, or prepare otherwise as required, the existing ground within the roadway foundation as necessary to support the roadway and attain the specified density.

Dispose of all excavated materials offsite at no expense to the department. Locate disposal sites outside the right-of-way and comply with all regulations relating to disposal of solid waste. Ensure that disposal sites are neatly constructed. In performing these operations, do not create a nuisance or cause pollution or siltation of natural watercourses, streams, lakes, wetlands, or reservoirs. Obtain written permits for disposal from the owner of the property where placing the material, unless disposing of the material at a licensed waste disposal operation. Furnish permits, or copies of permits, to the engineer before disposal. Do not deposit waste in wetlands.

C.3 Temporary Drainage

During construction, slope and drain the excavation bottoms to prevent water accumulation. If it is necessary in the prosecution of the work to interrupt existing surface drainage, sewers, or under drainage, provide temporary drainage until completing permanent drainage work.

D Measurement

The department will measure EBS Excavation by the cubic yard, acceptably completed as computed using the method of average end areas, with no correction for curvature.

The department will not measure for payment materials excavated in forming benches or steps in preparing the foundation for embankments placed on slopes.

The department will not measure for payment materials excavated to remove frost from newly constructed embankments or cut subgrades unless directed by the engineer.

If undercutting designated slopes to provide for placing topsoil, the undercut is incidental to the Topsoil bid item.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.0001	EBS Excavation	CY

Payment for EBS Excavation is full compensation for performing excavation below subgrade after receiving engineer approval; for the satisfactory disposal of all resulting material offsite; for obtaining and furnishing copies of permits; for furnishing, placing, and removing all temporary drainage installations; and for providing loaded trucks and running them on the subgrade to confirm yielding areas.

The department will only pay for engineer-approved EBS Excavation to correct problems beyond the contractor's control. Work performed under standard spec 105.3 to correct unacceptable work is the contractor's responsibility.

63. EBS Backfill, Item SPV.0035.0002.

A Description

This special provision describes backfilling EBS Excavation with select crushed material.

B Materials

Furnish all materials according to standard spec 312.2 and as hereinafter provided.

C Construction

Place select crushed material where EBS Excavation was performed or as the engineer directs. Compact select crushed material using standard compaction conforming to standard spec 301.3.

D Measurement

The department will determine weight or volume, adjust for moisture, and convert between weight and volume as specified in standard spec 301.4.

The department will measure EBS Backfill by the cubic yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.0002	EBS Backfill	CY

Payment for EBS Backfill is full compensation for providing and compacting select crushed material in areas of EBS Excavation.

The department will only pay for EBS Backfill at engineer-approved EBS Excavation locations. Work performed under standard spec 105.3 to correct unacceptable work is the contractor's responsibility.

The department will not pay for EBS Backfill to replace materials excavated to remove frost from newly constructed embankments or cut subgrades.

64. Roadway Embankment, Item SPV.0035.0003.

A Description

This special provision describes placing in embankments and in miscellaneous backfills, material obtained under the bid items in the roadway and drainage excavation or excavation for structure sections; or material obtained off site as specified under these special provisions.

B Materials

B.1 Embankment

Furnish roadway embankment conforming with standard spec 207.2 except as follows:

Add the following to standard spec 207.2(1):

If the contractor utilizes offsite material to construct embankments, the material shall conform to standard spec 208 except as follows:

Delete standard spec 208.2.2(2).

C Construction

Construct roadway embankment according to standard spec 207.3 except as follows:

Add the following to standard spec 207.3.6:

Prior to placing any material for a succeeding layer, ensure the previous layer does not have excessive rutting, displacement, or distortion under the compacting or hauling equipment. If rutting, displacement, or distortion is observed, the contractor shall inform the engineer how yielding material will be addressed prior to continuing roadway embankment construction.

If off site material is utilized, construction must conform to standard spec 208.3.

Replace standard spec 205.3.2(4) with the following:

If placing embankment on side slopes 10 feet high or higher and steeper than one vertical to 3 horizontal, provide vertically-faced, horizontal benches at least 2 feet wide into the existing embankment slope every 2-feet of vertical height.

If constructing embankment on only one side of abutments, wing walls, or piers, construct the embankment so that the area immediately adjacent to the structure is not compacted in a manner that causes overturning of or excessive pressure against the structure. If constructing embankment on both sides of a concrete wall, pipe, or box type structure, construct the embankment so that the elevation on both sides of the structure is always approximately the same.

D Measurement

The department will measure Roadway Embankment without any correction for shrinkage or expansion factors by the cubic yard acceptably completed in its final location using the method of average end areas, except as follows:

- a) The engineer and contractor mutually agree to an alternative volume calculation method.
- b) If it is not possible to compute volumes of the various classes of roadway and drainage embankment by the method of average end areas due to erratic location of isolated deposits, the department may compute the volumes by three-dimensional measurements.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.0003	Roadway Embankment	CY

Payment is full compensation for furnishing offsite and onsite sources, for forming, compacting, shaping, sloping, trimming, finishing, and maintaining the embankments. If offsite materials are utilized for roadway embankments, payment includes full compensation for all items listed in standard spec 208.5 (2), for obtaining all required permits, and all other incidental work required under this section.

65. Digital Speed Limit Sign Assembly, Item SPV.0045.1000.

A Description

This special provision describes providing, relocating, operating, maintaining, monitoring, and removing a digital speed limit (DSL) sign assembly at engineer-allowed locations, in place of covering/uncovering speed limit signs.

B Materials

Lay out signs according to the plans.

Use materials and methods specified in standard spec 637 to manufacture the sign.

Provide a digital speed display legend with a minimum of 18-inch tall numbers.

Use posts from the FHWA list of accepted breakaway sign supports.

Provide a control unit that can be accessed remotely.

Provide a battery power supply with a solar powered charging system and a backup power source.

C Construction

C.1 General

Provide, install, maintain, operate and remove DSL sign assemblies and related signage.

Mount the sign so that the bottom is a minimum 7 feet above the roadway.

Install and operate DSL sign assembly 7 days in advance of the start of temporary speed declaration start date. Perform a successful field test for each sign.

Provide in-person training to the department on the use and operation of the field hardware and the website for the DSL sign assembly.

Ensure the system operates continuously when deployed on the project.

Provide a local specialist, to respond to emergency situations within 2 hours of being notified and who is equipped with sufficient resources to correct deficiencies in the system.

C.2 Programming

Program the DSL sign assembly to ensure the following operations are performed:

- The digital display portion automatically adjusts the brightness under varying light conditions to maintain legibility.
- Speed limit values shown on the digital display legend continuously displays without animation. Brief blanking may be experienced, up to 10 seconds, only during digital display legend user input utilizing the hard-wired hand control.
- The digital display changes between the original posted speed limit and the approved temporary speed limit when directed by the engineer.
- The system autonomously restarts in case of power failure in any part of the system.

D Measurement

The department will measure DSL Speed Limit Sign Assembly by the day, 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.0045.1000	Digital Speed Limit Sign Assembly	DAY

Payment is full compensation for providing, installing, relocating, maintaining, operating and removing DSL sign assemblies, speed display legend, breakaway sign supports, and related signage; providing a control unit, battery power supply with solar powered charging system, and backup power source; for providing training; for responding to emergency situations; and for correcting deficiencies.

66. Erosion Control Filter Bags, Item SPV.0060.0005.

A Description

This special provision describes furnishing, installing, maintaining, and removing erosion control filter bags under other contract items at locations designated on the plans or as directed by the engineer, and according to plan details and as hereinafter provided.

B Materials

Bags shall be made of synthetic net with a mesh size of 1/8-inches by 1/8-inches that is of sufficient strength to hold the aggregate and to be lifted vertically.

Fill material shall be clean, sound, hard, durable coarse aggregate meeting the approval of the engineer and conforming to the size and gradation requirements for Size No. 1 coarse aggregate as specified in standard spec 501.2.5.4.5.

C Construction

Furnish bags filled with fill material as specified, secured to prevent loss of fill material during transportation, placement, maintenance and removal operations as hereinafter described. Completed erosion control filter bags shall have minimum in-place filled dimensions of 24-inches long by 12-inches wide by 6-inches high.

Install the erosion control filter bags as directed by the engineer and per plan detail. Place erosion control filter bags before starting any construction operation that may cause sedimentation or siltation at the site of the proposed filter bags.

D Measurement

The department will measure Erosion Control Filter Bags by each individual erosion control filter bag, acceptably completed.

The department will not measure individual erosion control filter bags specified to be installed as part of silt fence drainage outlet protection. In those installations erosion control filter bags are part of and, incidental to the appropriate bid items.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0005	Erosion Control Filter Bags	EACH

Payment is full compensation for furnishing all specified materials; for delivering, assembling, placing, maintaining, and removing and disposing erosion control filter bags; for removing and disposing of the accumulated sediments; and for repairing and restoring damaged areas.

67. Mobilizations Emergency Pavement Repair, Item SPV.0060.0120.

A Description

This special provision describes furnishing and mobilizing personnel, equipment, traffic control, and materials to the project site to repair the existing pavement for emergencies as the engineer directs. An emergency is a sudden occurrence of a serious and urgent nature, beyond normal maintenance of the existing pavement.

B (Vacant)

C Construction

Mobilize with sufficient personnel, equipment, traffic control, materials, and incidentals on the jobsite within 4 hours of the engineer's written order to repair the existing pavement on an emergency basis.

D Measurement

The department will measure Mobilizations Emergency Pavement Repair as each individual mobilization, acceptably completed. The department will not include delivering and installing pavement repair or maintenance materials provided for in specific contract bid items. All traffic control items used for each Mobilization will be considered incidental to the Mobilization.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0120	Mobilizations Emergency Pavement Repair	EACH

Payment is full compensation for the staged moving of personnel, moving equipment, setting up and removing traffic control, traffic control materials, and moving materials. The department will pay separately for delivery and installation of pavement repair materials under the other bid items in this contract. The department will not pay separately for traffic control items and materials even though they may be included in other bid items in this contract and will consider them incidental to each Mobilization.

sef-999-025 (20170310)

68. Crash Cushions Temporary Left In Place, Item SPV.0060.0500.

A Description

This special provision describes furnishing, installing, and maintaining temporary crash cushions to be left in place as shown on the plans.

Crash Cushions Temporary Left In Place becomes property of the department after final acceptance by the engineer.

B Materials

This work shall be according to the pertinent provisions of standard spec 614.2.7.

C Construction

This work shall be according to the pertinent provisions of standard spec 614.3.4, as shown on the plans.

D Measurement

The department will measure Crash Cushions Temporary Left In Place as each crash cushion, acceptably left in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0500	Crash Cushions Temporary Left In Place	EACH

Payment is full compensation for providing, installing, maintaining, and leaving in place the crash cushion.

69. Traffic Control Signs Left In Place, Item SPV.0060.0501.

A Description

This special provision describes furnishing, installing, and maintaining Traffic Control Signs Left In Place as shown on the plans.

Traffic Control Signs Left In Place becomes property of the department after final acceptance by the engineer.

B Materials

Use materials according to the pertinent provisions of standard spec 643.2.

C Construction

Perform work according to the pertinent provisions of standard spec 643.3, as shown on the plans.

D Measurement

The department will measure Traffic Control Signs Left In Place as each sign, acceptably left in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0501	Traffic Control Signs Left In Place	EACH

Payment is full compensation for furnishing, installing, maintaining, and leaving in place traffic control signs.

70. Traffic Control Drums Left In Place, Item SPV.0060.0502.

A Description

This special provision describes furnishing and installing Traffic Control Drums Left In Place as shown on the plans.

Traffic Control Drums Left In Place will become property of the department after final acceptance by the engineer.

B Materials

Use materials according to the pertinent provisions of standard spec 643.2.

C Construction

Perform work according to the pertinent provisions of standard spec 643.3, as shown on the plans.

D Measurement

The department will measure Traffic Control Drums Left In Place as each unit, acceptably left in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0502	Traffic Control Drums Left In Place	EACH

Payment is full compensation for furnishing, installing, maintaining and leaving in place traffic control drums.

71. Traffic Control Warning Lights Type A Left In Place, Item SPV.0060.0503.

A Description

This special provision describes furnishing and installing Traffic Control Warning Lights Type A Left In Place as shown on the plans.

Traffic Control Warning Lights Type A Left In Place will become property of the department after final acceptance by the engineer.

B Materials

Use materials according to the pertinent provisions of standard spec 643.2.

C Construction

Perform work according to the pertinent provisions of standard spec 643.3, as shown on the plans.

D Measurement

The department will measure Traffic Control Warning Lights Type A Left In Place as each unit, acceptably left in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0503	Traffic Control Warning Lights Type A Left In Place	EACH

Payment is full compensation for furnishing, installing, maintaining, and leaving in place Traffic Control Warning Lights Type A.

72. Traffic Control Barricades Type III Left In Place, Item SPV.0060.0504.

A Description

This special provision describes furnishing and installing Traffic Control Barricades Type III Left In Place as shown on the plans.

Traffic Control Barricades Type III Left In Place will become property of the department after final acceptance by the engineer.

B Materials

Use materials according to the pertinent provisions of standard spec 643.2.

C Construction

Perform work according to the pertinent provisions of standard spec 643.3, as shown on the plans.

D Measurement

The department will measure Traffic Control Barricades Type III Left In Place as each unit, acceptably left in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0504	Traffic Control Barricades Type III Left In Place	EACH

Payment is full compensation for furnishing, installing, maintaining, and leaving in place Traffic Control Barricades Type III.

**73. Baseline CPM Progress Schedule, Item SPV.0060.0601;
Monthly CPM Progress Schedule Updates, Item SPV.0060.0602.**

Replace standard spec 108.4 with the following:

108.4 Critical Path Method Progress Schedule

108.4.1 Definitions

- (1) The department defines terms used in 108.4 as follows:

Activity	An administrative or construction task performed during the course of the project with a defined duration and scheduled (or actual) start and finish dates.
Critical Path	The longest continuous chain of activities through the CPM schedule that establishes the minimum overall project duration.
Construction Activity	Construction activities are discrete work activities performed by the contractor, subcontractors, utilities, or third parties within the project limits.
CPM Progress Schedule	A Critical Path Method (CPM) Progress Schedule is a network of logically related activities. The CPM schedule calculates when activities can be performed and establishes the critical or longest continuous path or paths of activities through the project.
Float	Float, as used in this special provision, is the total float of an activity; i.e., it is the amount of time between the date when an activity can start (the early start), and the date when an activity must start (the late start). In cases where the total float of an activity has a different value when calculated based on the finish dates, the lower (more critical) value will govern.
Forecast Completion Date	The completion date predicted by the latest accepted CPM Update, which may be earlier or later than the contract completion date, depending on progress.
Fragnet	A group of logically-related activities, typically inserted into an existing CPM schedule to model a portion of the project, such as the work associated with a change order.
Initial Work Plan	The initial work plan is a time-scaled CPM schedule showing detailed activities for the first 90 calendar days of work and summary level activities for the remainder of the project.
Intermediate Milestone Date	A contractually required date for the completion of a portion of the work, so that a subsequent portion of the work or stage of traffic phasing may proceed.
Department's Project Schedule Template	The department's project schedule template for the overall IH 43 North South Freeway Program, including interim and final contract completion dates, and containing codes for use as a template for the development of the contractor's schedule.
Work Breakdown Structure (WBS)	A framework for organizing the activities that make up a project by breaking the project into successively greater detail by level. A WBS organizes the project work. It does not address the sequencing and scheduling of project activities.

108.4.2 Department's Project Schedule Template

108.4.2.1 Project Schedule

- (1) Within five business days after award, the department will provide its current Project Schedule Template, containing intermediate milestone constraints, standard activity codes, and a standard WBS for the contractor to use to develop its schedule.

108.4.2.2 Use of Project Schedule Template

- (1) The Project Schedule Template provides information to assist the contractor in preparing its schedule. The Project Schedule Template is not a contract document. The logic contained in the Project's Schedule Template is not intended to alter or supplement contract requirements for the phasing of the work, but to reflect those requirements.

108.4.3 Contractor's Scheduling Responsibilities

- (1) Prepare and submit a CPM progress schedule that accurately reflects the plan for the performance of the work, based on the physical requirements of the Work, and Traffic Phasing requirements. The CPM schedule is the contractor's committed plan to complete all work within the completion deadlines. Full responsibility is assumed for the prosecution of the work as shown. The CPM schedule is not part of the contract. Schedule the Work in the manner required to achieve the completion date and interim completion dates specified in the Prosecution and Progress Special Provision. The contractor will schedule and attend a CPM Initial Workshop. If necessary, the engineer may modify the workshop schedule to ensure attendance by the necessary department and contractor personnel; however, the CPM Initial Workshop must be completed prior to issuing the Notice to Proceed. The CPM Initial workshop will include:
 1. Department presentation of the use of CPM scheduling on the project and presentation of the department's master schedule.
 2. Contractor presentation of the conceptual work plan for the project.
 3. Department and contractor discussion of the level of detail on features in the CPM Initial Work Plan and the Baseline CPM Progress Schedule.
- (2) Use the department-provided Project Schedule Template to develop the Initial Work Plan and the Baseline CPM Progress Schedule. Use the Project's Schedule Template ID coding structure to categorize activities by Contract, Stage, Location, and Responsibility to ensure compatibility with the Project Schedule Template and with schedules prepared by other contractors. Add additional activity codes as necessary, but do not delete the coding structure provided.
- (3) To ensure compatibility with the Project Schedule Template, use the latest version of Primavera P6 Project Management, by Oracle Corporation, Redwood Shores, CA, to prepare the Initial Work Plan, Baseline CPM Progress Schedule, and Monthly CPM Updates.
- (4) Designate a Project Scheduler who will be responsible for scheduling the Work and submit a professional resume describing a minimum of three years of scheduling experience on urban, interstate-highway reconstruction work of similar size and complexity, including recent experience with P6. Obtain approval of the submitted resume before scheduling the work.

108.4.4 Submittals

108.4.4.1 Initial Work Plan

- (1) Within ten business days after the CPM Initial Work Plan Workshop, submit an Initial Work Plan as follows:
 1. Develop the Initial Work Plan using the Project Schedule Template. Identify the contemplated start and completion dates for each activity.
 2. Provide a detailed plan of activities to be performed within the first 90 calendar days of the contract. Provide construction activities with durations not greater than 28 calendar days (20 business days), unless the engineer accepts requested exceptions.
 3. Provide activities as necessary to depict administrative work, including submittals, reviews, and procurements that will occur within the first 90 calendar days of the contract. Show additional activities that require department review or approval. Activities other than construction activities may have durations greater than 28 calendar days (20 business days). Allow 21 calendar days (15 business days) for department review of submittals.
 4. Provide summary activities for the balance of the project. Summary activities may have durations greater than 28 calendar days (20 business days).
 5. Submit electronic copies of the Initial Work Plan and the corresponding Oracle Primavera P6 schedule (XER) in a format acceptable to the engineer.
 6. The engineer will accept the contractor's Initial Work Plan or provide comments within five business days after receipt of the Initial Work Plan. Address comments and resubmit the Initial Work Plan as necessary. Do not begin work until the engineer accepts the Initial Work Plan. The department will use the initial work plan to monitor the progress of the work until the Baseline CPM Progress Schedule is accepted.
 7. Submit an updated version of the Initial Work Plan monthly until the engineer accepts the Baseline CPM Progress Schedule. With each update, include actual start dates, completion percentages, and remaining durations for activities started but not completed. Include actual finish dates for completed activities.
 8. Ensure the Initial Work Plan shows completing the work within the interim completion dates and specified completion date.
 9. Include activities that describe essential features of the work and activities that might potentially delay contract completion. Identify activities that are controlling items of work.

108.4.4.2 Baseline CPM Progress Schedule

- (1) Within 15 business days after the CPM Initial Workshop, submit a Baseline CPM Progress Schedule and written narrative. The department will use the schedule to monitor the progress of the work.
 1. Develop the Baseline CPM using the Project Schedule Template. The Baseline CPM is the contractor's committed plan to complete the Work within the time frames required to achieve the contract completion date and intermediate milestone dates.
 - 1.1. Provide a detailed plan of activities to be performed during the entire contract duration, including all administrative and construction activities required to complete the work as described in the contract documents. Provide construction activities with durations not greater than 28 calendar days (20 business days), unless the engineer accepts requested exceptions.
 - 1.2. Provide activities as necessary to depict administrative work, including submittals, reviews, procurements, inspections, and all else necessary to complete the work as described in the contract documents. Activities other than construction activities may have durations greater than 28 calendar days (20 business days). Allow 21 calendar days (15 business days) for department review of submittals.
 - 1.3. Submit a temporary drainage plan showing the interface between various stages of a project as well as the interface with adjacent projects.
 - 1.4. Include activities that describe essential features of the work and activities that might potentially delay contract completion. Identify activities that are controlling items of work.
 - 1.5. Show completing the work within interim completion dates and the specified completion date.
 - 1.6. Provide summary activities for the balance of the project. Summary activities may have durations greater than 28 calendar days (20 business days).
 - 1.7. Provide activities as necessary to depict third party work related to the contract.
 - 1.8. Make allowance for specified work restrictions, non-working days, time constraints, calendars, and weather; and reflect involvement and reviews by the department, and coordination with adjacent contractors, utility owners, and other third parties.
 - 1.9. With the exception of the Project Start Milestone and Project Completion Milestone, all activities must have predecessors and successors. The start of an activity shall have a Start-to-Start or Finish-to-Start relationship with preceding activities. The completion of an activity shall have a Finish-to-Start or Finish-to-Finish relationship with succeeding activities. Do not use Start-to-Finish relationships. Do not use Finish-to-Start relationships with a lag unless the engineer accepts requested exceptions.
 - 1.10. Schedule all intermediate milestones in the proper sequence and input as either a "Start-no-Earlier-Than" or "Finish-no-Later-Than" date. Provide predecessors and successors for each intermediate milestone as necessary to model each Stage of the Work. Unless the engineer accepts a requested exception, the schedule should encompass all the time in the contract period between the starting date and the specified completion date.
 - 1.11. Using the bid quantities and unit prices, develop an anticipated cash-flow curve for the project, based on the Baseline CPM.
 2. Provide three hard copies of a hand-drawn or electronically drafted logic diagram depicting the CPM network. Organize the logic diagram by grouping related activities, based on the activity codes in the CPM.
 3. Provide a written narrative with the baseline CPM explaining the planned sequence of work, as-planned critical path, critical activities for achieving intermediate milestone dates, traffic phasing, and planned labor and equipment resources. Use the narrative to further explain:
 - 3.1. The basis for activity durations in terms of production rates for each major type of work (number of shifts per day and number of hours per shift), and equipment usage and limitations.
 - 3.2. Use of constraints.
 - 3.3. Use of calendars.
 - 3.4. Estimated number of adverse weather days on a monthly-basis.
 - 3.5. Scheduling of permit and environmental constraints, and coordination of the schedule with other contractors, utilities, and public entities.
- (2) Submit electronic copies of the Baseline CPM and the corresponding Oracle Primavera P6 schedule file (XER) in a format acceptable to the engineer.
- (3) Within 10 business days of receiving the Baseline CPM, the engineer will provide comments and schedule a meeting for the contractor to present its Baseline CPM and answer questions raised in the engineer's review.
- (4) At the meeting scheduled by the engineer, provide a presentation of the Baseline CPM. In the presentation, include a discussion of the staging and sequencing of the work, understanding of traffic phasing, and application of labor and equipment resources to the Work. Address comments raised in the engineer's review.

- (5) Within five business days after the meeting, the engineer will accept the contractor's Baseline CPM schedule or provide comments. Address the engineer's comments and resubmit a revised Baseline CPM within ten business days after the engineer's request. If the engineer requests justification for activity durations, provide information that may include estimated labor, equipment, unit quantities, and production rates used to determine the activity duration.
- (6) The department will only make progress payments for the value of materials, as specified in 109.6.3.2, until the contractor has submitted the Baseline CPM Schedule. The department will retain 10 percent of each estimate until the department accepts the Baseline CPM Schedule.
- (7) The engineer will accept the Baseline CPM based solely on whether the schedule is complete as specified in this section. The engineer's acceptance of the schedule does not modify the contract or validate the schedule.
- (8) The department will not consider requests for contract time extensions as specified in 108.10 or additional compensation for delay specified in 109.4.7 until the department accepts the Baseline CPM schedule.

108.4.4.3 Monthly CPM Updates

- (1) Submit CPM Updates on a monthly basis after acceptance of the Baseline CPM as follows:
 - 1. Include actual start dates, completion percentages, and remaining durations for activities started but not completed, and actual finish dates for completed activities, through the final acceptance of the project.
 - 2. Include additional activities as necessary to depict additions to the contract by changes and logic revisions as necessary to reflect changes in the contractor's plan for prosecuting the work.
 - 3. Include a narrative report that includes a brief description of monthly progress, changes to the critical path from the previous update, sources of delay, potential problems, work planned for the next 30 calendar days, and changes to the CPM schedule. Changes to the logic of the CPM schedule include the addition or deletion of activities and changes to activity descriptions, original durations, relationships, constraints, calendars, or previously recorded actual dates. Justify changes to the CPM schedule in the narrative by describing associated changes in the planned methods or manner of performing the work or changes in the work itself.
 - 4. Submit electronic copies of each CPM Update and the corresponding Oracle Primavera P6 schedule file (XER) in a format acceptable to the engineer.
 - 5. If additions or changes were made to the CPM schedule since the previous update, submit an updated hard copy of the revised logic diagram.
- (2) Within 5 business days of receiving each CPM Update, the engineer will provide comments and schedule a meeting as necessary to address comments raised in the engineer's review. Address the engineer's comments and resubmit a revised CPM Update within 5 business days after the engineer's request.

108.4.4.4 Three-Week Look-Ahead Schedules

- (1) Submit Three-Week Look-Ahead Schedules on a weekly basis after the notice to proceed (NTP). The schedule can be hand drawn or generated by computer. With each Three-Week Look-Ahead include:
 - 1. Activities underway and as-built dates for the past week.
 - 2. Actual as-built dates for completed activities through final acceptance of the project.
 - 3. Planned work for the upcoming two-week period.
 - 4. The activities underway and critical RFIs and submittals, based on the CPM schedule.
 - 5. Details on other activities not individually represented in the CPM schedule.
- (2) On a weekly basis, the department and the contractor shall agree on the as-built dates depicted in the Three-Week Look-Ahead schedule or document all disagreements. Use the as-built dates from the Three-Week Look-Ahead schedules for the month when updating the CPM schedule.

108.4.4.5 Weekly Production Data

- (1) Provide estimated and actual weekly production rates for items of work on a weekly basis as follows:
 - 1. Data on the following items by area or station:
 - 1.1. Roadway Excavation—CY per week
 - 1.2. Roadway Structural Section
 - 1.2.1. Grading/Subgrade Preparation—SY
 - 1.2.2. Base Material Placement—Ton
 - 1.2.3. Base Material Subgrade Preparation—SY
 - 1.2.4. Asphalt Pavement—Ton
 - 1.2.5. Concrete Pavement – SY

2. The actual daily production for the past week and the anticipated weekly production for the next week.
- (2) Submit the data in an electronic spreadsheet format at the same time the Three-Week Look-Ahead is submitted. On a weekly basis, the department and the contractor shall agree on the production data or document all disagreements.

108.4.5 Progress Review Meetings

108.4.5.1 Weekly Progress Review Meetings

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

108.4.5.2 Monthly Update Review Meetings

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

108.4.6 CPM Progress Schedule Revisions

- (1) Revision by the contractor if necessary due to changes in the Work or project conditions and authorized by the engineer, a CPM Progress Schedule Revision may be submitted, although the next Monthly CPM Update is not yet due. Prepare the CPM Revision in the same format as required for Monthly CPM Updates, including justification for changes to the schedule. The process for comment and acceptance of a CPM Revision will be the same as for Monthly CPM Updates. If the CPM Revision is accepted, prepare the next monthly update based on the revised CPM. If the CPM Revision is rejected, prepare the next monthly update based on the previous month's update.
- (2) Engineer's Right to Request Revisions—The engineer will monitor the progress of the work and may request revisions to the CPM schedule. Revise the schedule as requested by the engineer and submit a CPM Progress Schedule Revision within ten business days of the request. The process for comment and acceptance of a CPM Revision will be the same as for Monthly CPM Updates. The engineer may request that the contractor revise the CPM schedule for one or more of the following reasons:
 1. The forecast completion date is scheduled to occur more than 14 calendar days after the contract completion date.
 2. An intermediate milestone is scheduled to occur more than 14 calendar days after the date required by the contract.
 3. The engineer determines that the progress of the work differs significantly from the current schedule.
 4. A contract change order requires the addition, deletion, or revision of activities that causes a change in the contractor's work sequence or the method and manner of performing the work.

108.4.7 Documentation Required for Time Extension Requests

- (1) To request a time extension to an intermediate milestone date or the contract completion date associated with changes to the work, provide a narrative detailing the work added or deleted and the other activities affected, based on the latest accepted CPM Update. For added work, submit a proposed fragnet of activities to be added or revised in the CPM schedule, indicating how the fragnet is to be tied to the CPM schedule.
- (2) To request a time extension to an intermediate milestone date or the contract completion date associated with delays to the work, provide a narrative detailing the affected activities and the cause of the delay, based on the latest accepted CPM Update. Requests for time extensions due to delays should meet the following criteria:
 1. For requests to extend the contract completion date, include a description of how the delay affected the project's critical path, based on the latest accepted CPM Update.
 2. For requests to extend an intermediate milestone date, include a description of how the delay affected the controlling (longest) path to the milestone, based on the latest accepted CPM Update.
 3. The department and the contractor agree that the float is not for the exclusive use or financial benefit of either party. Either party has the full use of the float on a first come basis until it is depleted.

108.4.8 Payment for CPM Progress Schedule

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0601	Baseline CPM Progress Schedule	EACH
SPV.0060.0602	Monthly CPM Progress Schedule Updates	EACH

- (2) The department will only make progress payments for the value of materials, as specified in 109.6.3.2.1, until the Baseline CPM schedule has been submitted. The department will retain ten percent of each estimate until the department accepts the Baseline CPM schedule.
- (3) The department will only make progress payments for the value of materials, as specified in 109.6.3.2.1, until the Monthly CPM schedule updates have been submitted. The department will retain ten percent of each estimate until the department accepts the Monthly CPM schedule update.
- (4) Payment is full compensation for all work required under these bid items. The department will pay the contract unit price for the Baseline CPM schedule after the department accepts the schedule. Then, the department will pay the contract unit price for each Monthly CPM Update acceptably completed.

sef-108-005 (20180404)

74. Traffic Control Close-Open Freeway Entrance Ramp, Item SPV.0060.0910.

A Description

This special provision describes closing and re-opening a freeway entrance ramp and exit ramp.

B (Vacant)

C Construction

Install or reposition traffic control devices required for closing a freeway entrance ramp and exit ramp. Remove or return traffic control devices to their previous configuration when the closure is no longer required.

D Measurement

The department will measure Traffic Control Close-Open Freeway Entrance Ramp by each individual ramp closure, 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.0060.0910	Traffic Control Close-Open Freeway Entrance Ramp	EACH

Payment is full compensation for daily surveillance; preparing and submitting the daily surveillance report with hourly metered tickets; mobilization; sweeping; and disposing of materials. Traffic Control devices will be paid separately.

~~sef-643-001 (20180627)~~

75. Traffic Control Local Road Lane Closures, Item SPV.0060.0916.

A Description

This special provision describes closing and reopening a local road lane or lanes, including full closure conforming to standard spec 643, the plans, and as directed by the engineer.

B (Vacant)

C Construction

Install or reposition traffic control devices required for closing a local road or lanes of a local road. Remove or return traffic control devices to their previous configuration when the closure is no longer required.

D Measurement

The department will measure Traffic Control Local Road Lane Closures by each individual closure, acceptably completed. The department will not measure the closure of a local road not deemed necessary by the engineer.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0916	Traffic Control Local Road Lane Closures	EACH

Payment is full compensation for closing and re-opening a local road lane or lanes.

sef-643-035 (20171004)

76. Traffic Control Full Freeway Closure, Item SPV.0060.0918.

A Description

This special provision describes closing and re-opening a freeway or expressway.

B (Vacant)

C Construction

Install or reposition traffic control devices required for a full freeway closure. Remove or return traffic control devices to their previous configuration when the full closure is no longer required.

D Measurement

The department will measure Traffic Control Full Freeway Closure by each individual freeway closure that is set up and later removed in each traffic direction, 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.0060.0918	Traffic Control Full Freeway Closure	EACH

Payment is full compensation for closing and re-opening the freeway. Traffic Control devices will be paid separately.

sef-643-003 (20180627)

77. Emergency Response to Traffic Involving Concrete Barrier Temporary, Item SPV.0060.0940.

A Description

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

B (Vacant)

C Construction

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

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

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

For contractor owned temporary barrier, repair work shall be completed according to standard spec 603 and 643, and as directed by the engineer. For temporary barrier left in place from a previous project, repair work is covered under article Maintain and Remove Concrete Barrier Temporary Precast of these special provisions.

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0940	Emergency Response to Traffic Involving Concrete Barrier Temporary	EACH

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

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

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

78. Emergency Response to Traffic Involving Crash Cushion, Item SPV.0060.0945.

A Description

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

B (Vacant)

C Construction

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

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

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

Repair work shall be completed according to standard spec 614, and as directed by the engineer. Once repair work has been started, work shall continue until completion. Repair work shall be completed off the traveled way to the maximum extent allowable.

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0945	Emergency Response to Traffic Involving Crash Cushion	EACH

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

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

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

79. Removing Electrical Service Meter Breaker Pedestal, Item SPV.0060.2000.

A Description

This special provision describes removing an existing electrical service meter breaker pedestal, disconnecting all connected power wires, and disposing of the equipment appropriately.

B Materials

Existing electrical service meter breaker pedestal.

C Construction

Coordinate for removal of the existing electrical service meter breaker pedestal with We Energies.

Disconnect all connected power wires, remove the pedestal and dispose of all materials properly away from the project area.

D Measurement

The department will measure Removing Electrical Service Meter Breaker Pedestal by the unit removed, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.2000	Removing Electrical Service Meter Breaker Pedestal	EACH

Payment is full compensation for coordination with We Energies; for disconnection of wires; for removal and disposal of the pedestal.

80. Removing Controller Cabinet, Item SPV.0060.2001.

A Description

This special provision describes removing an existing controller cabinet.

B (Vacant)

C Construction

Remove controller cabinets at the locations shown on the plans, or as directed by the engineer. Salvage and store the cabinets and all contents for pick up by the department.

Do not remove the existing ITS control cabinets, or any other associated equipment until necessary, or as directed by the engineer. Carefully remove the existing cabinets from the concrete bases, together with all components in such a manner as to safeguard all parts and wiring from damage or loss. Salvage and store the cabinet and contents for pick up by the department.

Prior to removing the existing ITS control cabinets, remove all cables being terminated in the cabinet. Cut existing cables flush with cabinet base and cap existing conduits. Dispose of the cables properly away from the project area.

D Measurement

The department will measure Removing Controller Cabinet by the 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.0060.2001	Removing Controller Cabinet	EACH

Payment is full compensation for removal and storage of the controller cabinet; disconnecting all associated wires and cables; and for capping existing conduits

81. Removing Controller Cabinet Base, Item SPV.0060.2002.

A Description

This special provision describes removing an existing controller cabinet concrete base.

B Materials

Existing controller cabinet base, including concrete masonry, ground rods, masonry anchors, and restoration materials such as topsoil, seeding, mulch, and fertilizer according to the pertinent provisions of standard spec 201, 625, 627, 629, 630, 636, and 640.

C Construction

Remove and dispose of the concrete foundation and all other pertinent materials and restore the disturbed area by placing 4-inches of topsoil, and fertilize, seed, and mulch all disturbed areas according to the pertinent requirements of the standard specifications.

D Measurement

The department will measure Removing Controller Cabinet Base by the unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.2002	Removing Controller Cabinet Base	EACH

Payment is full compensation for removing and disposing of a concrete controller cabinet base, including masonry anchors, ground rods, and concrete masonry; for topsoil, fertilizer, seed and mulch.

82. Removing Ramp Control Signal Assembly Sidemount, Item SPV.0060.2004.

A Description

This special provision describes removing an existing sidemount ramp control signal assembly.

B Materials

Materials included in sidemount ramp control signal assemblies are:

1. Traffic signal standards.
2. Pedestal bases for traffic signal use.
3. Vehicular traffic signal heads.
4. Signal mounting brackets.
5. Sign mounting brackets.
6. Enforcement signal displays.

C Construction

Remove sidemount ramp control signal assemblies at the locations shown in the plans, or as directed by the engineer. Salvage the signal assemblies for the department to pick up or dispose of them properly as directed by the engineer.

All work shall be according to the applicable requirements of standard spec 655, 656, 657, and 658, the Wisconsin Electrical Code, these special provisions, and the details shown in the plans.

Salvage and store all removed materials for pickup by the department. Coordinate with the engineer on a schedule to have the removed items picked up. Maintain all materials in a condition suitable for reutilization. Replace all items damaged during construction operations.

Electrical work under this item shall be completed by a journeyman electrician or be completed under the supervision of a journeyman electrician. Legal status or standing as a journeyman electrician shall be certified or otherwise documented to the engineer before any electrical work may begin.

D Measurement

The department will measure Removing Ramp Control Signal Assembly Sidemount by the 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.0060.2004	Removing Ramp Control Signal Assembly Sidemount	EACH

Payment is full compensation for removal and storage of the ramp control signal assembly; disconnecting all wiring connections; removing all conduit connections; for any necessary restoration, including backfill, topsoil, and seeding.

83. Removing Overhead Freeway DMS, Item SPV.0060.2007.

A Description

This special provision describes removing an existing full-matrix overhead freeway dynamic message sign, controller, and cables; removing the sign and controller; storing them for removal of desired parts by the department and disposing of remaining undesired parts.

B Materials

Existing sign, controller, control cables, and power wires.

Existing sign assembly consists of dynamic message sign, hardware for mounting sign on sign structure, and sign controller. Cabling for the dynamic message sign and controller is contained in rigid conduit. The above components are mounted to an overhead freeway DMS structure.

Removed dynamic message sign will be a Mark IV Industries LTD. 18-Inch Light Emitting Diode (LED), Full Matrix, Type 1 sign. The nominal dimensions of the sign are 310-Inches long, 106-Inches high, 36-Inches wide at the bottom and 42-Inches wide at the top.

C Construction

Carefully remove the dynamic message sign and controller for storage, parts removal, and later disposal. Prior to removing the sign and controller, the contractor may request that it be inspected to determine condition. Once removal has started, the contractor shall be responsible for any damage to the sign or controller. It will be the choice of the contractor on how best to remove the sign from the overhead structure. Replace or repair any damaged components at no additional expense to the department.

Store the dynamic message sign and controller in a secure and safe location until such time as the department can have a representative remove desired parts from the sign. The department will complete the parts removal process within 10 non-holiday business days of the sign being removed from the overhead structure and access being granted to the department representative. Contact Dean Beekman at (414) 227-2154 for coordination of parts removal by the department 30 days prior to the sign being made available for parts removal. After the department has obtained all desired parts from the sign, the contractor shall properly dispose of all remaining undesired parts off of the project area. Remaining undesired parts will include the DMS enclosure.

D Measurement

The department will measure Removing Overhead Freeway DMS by the 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.0060.2007	Removing Overhead Freeway DMS	EACH

Payment is full compensation for removing the DMS, sign controller and cables, including any necessary wiring disconnections; for storing the sign for spare parts removal; any necessary restoration; for disposing of the sign enclosure and remaining components after spare parts removal.

84. Remove Pole, Item SPV.0060.2008.

A Description

This special provision describes removing an existing Type 2, 3, 4, 5, 6, or 7 pole.

B Materials

Existing poles, including antennae, conduit and cabling, and any other equipment mounted to the poles.

C Construction

Disconnect all cables and wiring that are mounted on or in the poles, and carefully remove the pole from the concrete footing. Salvage and store all hardware for pick up by the department. Dispose of the pole and any conduit and cabling appropriately away from the project area.

D Measurement

The department will measure Remove Pole as a unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.2008	Remove Pole	EACH

Payment is full compensation for disconnecting any necessary wiring; removing the poles and equipment mounted on the poles; and storing the poles and any equipment attached to them.

85. Ground Rod, Item SPV.0060.2013.

A Description

This special provision describes installing a ground rod and ground wire.

B Materials

Ground rod shall be copper clad steel with cladding 13 mils thick. The minimum diameter is 5/8-inch and the minimum length is eight feet. Ground wire shall be AWG # 6 bare, solid copper.

C Construction

Use exothermic welding to connect the ground wire to the rod. Install the rod vertically, or as close to vertical as conditions permit. Select locations with moist soil, if available. Place the rod at least six feet from all other ground rods.

D Measurement

The department will measure Ground Rod by the unit installed, 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.0060.2013	Ground Rod	EACH

Payment is full compensation for installation of the ground rod and ground wire; and welding and connections at both ends of the ground wire

86. Refocus Vehicle Detector Assembly, Item SPV.0060.2015.**A Description**

This special provision describes refocusing an existing microwave detector, or detectors, on a pole or other structure, for operation with a new lane configuration.

B Materials

Materials include Electronic Integrated Systems, Inc. (EIS) Remote Traffic Microwave Sensors (RTMS) and the respective poles they have been mounted on.

C Construction

Coordinate all planned down-time of vehicle detector assemblies with the STOC at (414) 227-2166. Notify the STOC an amount of time ahead of planned down-time equal to the planned down-time. Examples would be that a 4-hour temporary down-time of the system would require notification 4-hours ahead of time while an 8-hour planned down-time would require 8-hours of advance notification.

Refocus and recalibrate the detector each time the adjacent traffic pattern is changed due to a change in traffic control or construction staging.

Verify to the satisfaction of the engineer that the existing detector assembly is working properly. Inspect the vehicle detector assembly for damage.

D Measurement

The department will measure Refocus Vehicle Detector Assembly by the 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.0060.2015	Refocus Vehicle Detector Assembly	EACH

Payment is full compensation for making the detector fully operational with a new lane configuration.

87. Install Ethernet Radio, Item SPV.0060.2016.**A Description**

This special provision describes installing a state-furnished, or salvaged, 5.8 GHz Ethernet bridge access point or subscriber unit at a new or existing cabinet or new or existing pole.

B Materials

Materials will include state-furnished materials and contractor furnished materials.

State-furnished or salvaged, materials include the following:

- One 5.8 GHz Ethernet bridge with integral antenna.
- One 5.8 GHz Ethernet bridge power converter.
- One 5.8 GHz Ethernet bridge mounting bracket.

Contractor-furnished materials include the following:

- Mounting hardware.
- Outdoor rated Category 6 communications cable.
- Inline network cable surge suppressor.

C Construction

Bond the surge suppressor to the cabinet grounding system.

Install the 5.8 GHz Ethernet Bridge in a point-to-point or point-to-multipoint configuration as shown on the plans and as directed by the engineer.

Use the manufacturer's set-up software to configure the Ethernet radio for its intended use. Use the signal strength indicator on the radio to find the optimum position. Also perform a frequency analysis to determine the optimal hop pattern of the radios and test the continuity of the link by polling the radios using the software provided. The position of the radio and the hop pattern shall be adjusted until the polls show at least 200 consecutive polling intervals have been successfully transmitted and received. Demonstrate to the engineer that the hop pattern selected corresponds to the optimal noise free frequencies identified in the frequency analysis. Deliver 3 copies of the final test results for signal strength, frequency analysis, and test polling.

D Measurement

The department will measure Install Ethernet Radio as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.2016	Install Ethernet Radio	EACH

Payment is full compensation for installing, setting up, configuring, and testing the 5.8 GHz Ethernet bridge radio, surge suppressor, cables, and connections; and required transportation.

88. Adjusting Sanitary Manhole, Item SPV.0060.5104.

A Description

This work includes adjusting sanitary manholes to an elevation as determined by the engineer as well as installing frame and lid, internal frame/chimney seal, according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW) and as hereinafter provided.

Add or remove masonry adjusting rings as needed. This item applies to structures to be lowered less than 6 inches or raised less than 12 inches.

B Materials

B.1 Adjusting Rings

Adjustment rings shall be concrete with steel reinforcement in conformance with ASTM C-478. Precast concrete rings shall have an inside diameter to match the manhole opening, be not less than 2 inches nor more than 6 inches high and have a wall thickness of 6 inches unless otherwise specified. The rings shall contain a minimum of one No. 2 reinforcing rod centered within the ring. Do not use any cracked or broken rings. The top of precast manhole cones shall be set a maximum of 18 inches lower than established grade in unimproved areas, with the top of the manhole cover being ringed up flush with the

existing ground. The minimum number of adjusting rings shall be one 2-inch ring. The maximum height of adjusting rings shall be 8 inches in paved areas. All joints between the adjusting rings shall be filled with grout or mortar, including between the cone and the adjusting ring and the adjusting ring and the frame. Rings shall be grooved to receive a step.

B.2 Manhole Seal

Furnish new Cretex, NPC Flexrib, or approved equal internal or external frame/chimney seal, as shown in the plans. The seal shall meet the material requirements of section 8.42.3 and the performance requirements of section 8.42.4 of the SSSW.

B.3 Backfill Slurry

Backfill slurry shall meet the material and construction requirements of section 8.43.8 of the SSSW.

C Construction

C.1 General

The location of existing sanitary manholes to be adjusted is indicated on the plans. Adjust these items as shown in the plans. Adjust manholes as necessary so that the frames and lid when placed will be at the established required grade. Install seals according to the manufacturer's recommended installation procedures. Furnish and use backfill slurry in the manhole excavation area to existing surface or to appropriate depth for pavement restoration. Salvage and reinstall existing frames and lids.

C.2 Surface Preparation

Remove manhole cover and power wire brush the lower 3 inches of the manhole frame to remove any loose rust or scale and repair any imperfections by either grinding smooth or filling with mortar. A smooth, clean sealing surface is required. Realign the casting if it is offset more than approximately 2 inches from the chimney. Remove all loose and protruding mortar and brick from the upper 7-Inch chimney and clean surface by power wire brushing. Provide a 4-Inch wide sealing surface starting 2 inches down from the bottom of the frame.

All sealing surfaces must be circular, reasonably smooth, clean and free of any loose material or excessive voids. If such a surface does not exist for the bottom of the sleeve to seal against, use one-component, quick-set, high strength, non-shrink, polymer modified patching mortar which has been formulated for vertical or overhead use. If the bottom of the sleeve is to seal against the top of an eccentric (straight side) cone and an inadequately high vertical surface does not exist, contact the manufacturer to obtain details to build the required vertical surface.

Use caulk to fill minor irregularities in the bottom sealing surface. The caulk shall be a butyl rubber caulk conforming to AASHTO M-198, Type B. Apply a single bead of the caulk to the center portion of the lower sealing surface of the sleeve.

Any flaws in the manhole frame, such as minor cracks, pits or protrusions, shall be repaired by either filling with mortar or grinding smooth.

C.3 Manhole Seal

Seals shall cover from the frame across all rings and onto the cone.

D Measurement

The department will measure Adjusting Sanitary Manhole as a unit at each location, 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.0060.5104	Adjusting Sanitary Manhole	EACH

Payment is full compensation for providing and installing all required materials including adjusting rings, internal frame/chimney seals, and masonry and fittings; for salvaging and reinstalling existing or new covers, including frames and lids; for excavating, backfilling, and compacting; for furnishing and placing backfill slurry; for disposing of surplus materials; and for cleaning out and restoring the structure.

89. Adjusting Water Valve Boxes, Item SPV.0060.5200.

A Description

This special provision describes the adjustment of existing water valve boxes to match the proposed finish grade as shown in the plans and as hereinafter provided.

B (Vacant)

C Construction

C.1 Water Valve Boxes

Adjust water valve boxes vertically as required by contractor operations. Set the finish service of valve box in a plumb, vertical position flush with the pavement or terrace. Protect the top section of the box. Provide a new top section if broken.

Correct the condition of the valve if Glendale Water Utility determines the valve is inoperable even after pavement is installed at the contractor's expense. Make corrections within five days of notification by the city.

D Measurement

The department will measure Adjusting Water Valve Boxes as each individual unit, acceptably completed, regardless of the number of adjustments made to the valve box.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.5200	Adjusting Water Valve Boxes	EACH

Payment is full compensation for providing all required materials; for removing, reinstalling and adjusting the valves. The contractor shall replace valves rendered unusable by the contractor's operations or rendered inoperable by Glendale Water Utility at no expense to the department.

90. Pipe Connection to Existing Structure, Item SPV.0060.8015.

A Description

This special provision describes connecting new storm sewer pipe to existing structure.

B Materials

Conform to standard spec 608.2 and standard spec 611.2

C Construction

Conform to standard spec 608.3 and standard spec 611.3

D Measurement

The department will measure Pipe Connection to Existing Structure by each pipe connected, 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.0060.8015	Pipe Connection to Existing Structure	EACH

Payment is full compensation for performing all work; excavation, backfilling, furnishing, masonry and fittings; disposing of surplus material, coring holes in existing structure to connect new pipe; and installing all materials, couplings, concrete collars, and pipe.

91. Remove and Cap Existing Drainage Structure, Item SPV.0060.8061.

A Description

This item describes remove and cap existing drainage Storm Sewer Structure with concrete and necessary reinforcement, including required excavating and backfilling according to construction details shown on plan, the standard specifications, and as hereinafter provided.

B Materials

Furnish materials conforming to standard spec 501 for concrete, standard spec 505 for reinforcement, and standard spec 506 for structural steel and miscellaneous metals.

Furnish grade A concrete with Type II cement conforming to standard spec 501.2. Furnish ASTM 617 Grade 60 reinforcing steel.

Furnish plastic waterstop conforming to standard spec 502.3.6.4 or butyl rubber seal per sealant manufacturer's recommendations conforming to recommendation ASTM C 990.

Furnish support assemblies conforming to standard spec 611.2.2.

C Construction

Excavate and backfill as specified for excavation for Storm Sewer Structures in standard spec 206, except do not backfill concrete brick until at least 3 days after completing the unit. Use granular backfill material for backfilling.

Construct concrete as specified in standard spec 501, and as specified for culverts and retaining walls in standard spec 504.

Construct concrete brick as specified in standard spec 519.

Construct structural steel and miscellaneous metals as specified for steel bridges in standard spec 506.

Cure the concrete by one of the methods specified in standard spec 502.3.8 for curing concrete in sub Storm Sewer Structure units.

Construct the masonry and install waterstop material to provide a watertight joint between new masonry cap and existing manhole.

Clean and remove all materials and debris deposited or lodged in the manhole due to the contractor's operations during construction.

D Measurement

The department will measure Remove and Cap Existing Drainage Structure as each individual unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.8061	Remove and Cap Existing Drainage Structure	EACH

Payment for the Remove and Cap Existing Drainage Structure is full compensation for providing all materials, including all masonry; for furnishing all excavating; for sheeting and shoring; for backfilling; for providing granular backfill material; for control of water; for temporary support and protection of existing utilities to construction; for removing sheeting and shoring; disposing of surplus material, for providing waterstop or butyl rubber seal; and for cleaning out and restoring the work site. Granular backfill material required for backfilling is incidental to the work.

92. Pavement Cleanup Project 1229-04-70, Item SPV.0075.0601.

A Description

This special provision describes cleanup of dust and debris from pavements within and adjacent to the job site. Pavement Cleanup includes surveillance and reporting of all active haul routes.

B Materials

B.1 Pavement Cleanup

Furnish a vacuum-type street sweeper equipped with a power broom, water spray system, and a vacuum collection system.

Use vacuum equipment with a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere.

Use a vacuum-type sweeper as the primary sweeper, except as specified in this special provision or approved by the engineer.

C Construction

C.1 Surveillance

Provide daily surveillance of active haul routes to identify if material is being tracked from the jobsite. Document the condition of the roads and all sweeping recommendations in a daily report. Submit reports to the engineer daily, including hourly metered tickets for that day's sweeping activities.

C.2 Pavement Cleanup

Keep all pavements, sidewalks, driveways, curb lanes and gutters within the project boundaries, free of dust and debris generated from all activity under the contract. Keep all pavements, sidewalks, driveways, curb lanes, and gutters adjacent to the project free of dust and debris that are caused by land disturbing, dust generating activities, as defined in the contractor's Dust Control Implementation Plan (DCIP).

Provide routine sweeping of all pavements, sidewalks, driveways, curb lanes and gutters on local-street active haul routes as defined in the DCIP or as directed by the engineer. Include the following roadways for routine sweeping:

- IH 43 (NB and SB)
- Port Washington Road
- County Line Road
- And all other roadways approved by the department

In addition to routine sweeping, conduct sweepings as the engineer directs or approves, to eliminate dust problems that might arise during off-work hours or emergencies. Provide the engineer with a contact person available at all times to respond to requests for emergency sweeping. Coordinate with engineer to determine deadlines for responding to emergency sweeping requests and cleaning up spillage and material tracked to/from the project.

Skid steers with mechanical power brooms may only be used on sidewalks and driveways whose pavements will not support the weight of a street sweeper, unless otherwise approved by the engineer. Do not dry sweep. Ensure all broomed equipment used for sweeping has a functioning water bar.

D Measurement

The department will measure Pavement Cleanup (Project 1229-04-70) by the hour, acceptably completed.

Tickets shall include:

- Date
- Company
- Operator name
- Equipment make/model
- Routes swept
- Total hours.

Total hours shall be to the nearest 0.25 hour that work under this item was performed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0075.0601	Pavement Cleanup Project 1229-04-70	HR

Payment is full compensation for daily surveillance; preparing and submitting the daily surveillance report with hourly metered tickets; mobilization; sweeping; and disposing of materials.

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93. Heavy Duty Silt Fence, Item SPV.0090.0301.

A Description

This special provision describes the delivery, installation, maintenance and removal of Heavy Duty Silt Fence. Install fence as directed by the engineer. Do not remove fence until directed by the engineer. If so directed by the engineer, remove silt at no additional costs. Silt shall be removed before the removal of the fence.

B Materials

Provide Heavy Duty Silt Fence consisting of a composite of woven wire fence, posts, geotextile fabric, sand bags, rock bags and fasteners to be assembled by the contractor. Woven wire fence shall be a standard field fence type, with a maximum mesh spacing of 6-inches and minimum 12 gauge wire.

Provide "studded tee" or "U" type metal posts with a minimum length of 8 feet –3 inches and a minimum weight of 1.3 lb/ft.

Provide geotextile fabric meeting the following requirements

Property	Unit	Test Method	Minimum Average Roll Value
Grab Tensile Strength	LB.	ASTM D4632	380
Grab Tensile Elongation	%	ASTM D4632	50
Puncture Strength	LB.	ASTM D4833	240
Trapezoid Tear Strength	LB.	ASTM D4533	145
Apparent Opening Size	U.S. Standard Sieve	ASTM D4751	170 (0.09 mm)
Permittivity	sec ⁻¹	ASTM D4491	0.7
Water Flow Rate	Gal/min/ft ²	ASTM D4491	50
UV Resistance after 500 hours	% strength retained	ASTM D4355	70

Furnish a manufacturer's Certified Report of Test or Analysis that the geotextile fabric delivered for use in the work meets the above requirements to the engineer at least 15 days prior to use in the work. Provide geotextile fabric bearing markings to clearly identify it with the applicable test report furnished to the engineer.

Supply material in 15'9" wide rolls and cut in half.

C Construction

Install the Heavy Duty Silt Fence as directed by the engineer. Space ties and anchors to adequately resist wave action.

D Measurement

The department will measure Heavy Duty Silt Fence by the linear foot along the fence.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.0301	Heavy Duty Silt Fence	LF

Payment is full compensation for all furnishing, assembling, erecting, maintaining, and removing the silt fence.

94. Concrete Barrier Temporary Precast Left In Place, Item SPV.0090.0500.

A Description

This special provision describes leaving in place temporary precast reinforced concrete barrier conforming to the shape, dimensions, and details the plans show and conforming to the appropriate provisions of standard spec 603 and as modified in this special provision.

Concrete Barrier Temporary Precast Left In Place becomes property of the department after final acceptance by the engineer.

B (Vacant)

C Construction

C.1 Delivery, On-The-Project Trucking, and Removal

Replace standard spec 603.3.2.2 (1) with the following:

Under the Concrete Barrier Temporary Precast Left In Place bid item, furnish and deliver temporary barrier to worksites within the project and leave it in place upon project completion.

D Measurement

The department will measure the Concrete Barrier Temporary Precast Left In Place by the linear foot, acceptably completed, measured as the linear feet of installed length left in place once for each contract-identified worksite within the project and other moves the engineer directs. The department will only measure moves requiring a truck haul. The department will not measure moves made solely to accommodate the contractor's means and methods.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.0500	Concrete Barrier Temporary Precast Left In Place	LF

Replace standard spec 603.5.3 (1) with the following:

Payment for Concrete Barrier Temporary Precast Left In Place is full compensation for providing barrier, initial delivery, trucking between worksites and leaving barrier, steel rail connections and steel cap rail in place after contract completion.

~~see 603-010 (20171004)~~

95. Concrete Curb and Gutter 31-Inch SHES, Item SPV.0090.1000.

A Description

Perform this work according to the pertinent requirements of standard spec 601.

B Materials

Use materials according to the pertinent provisions of standard spec 416.2.5.

C Construction

Perform work according to standard spec 601.3.

D Measurement

The department will measure Concrete Curb and Gutter 31-Inch SHES by the linear foot, acceptably completed, measured along the flow line of the gutter.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.1000	Concrete Curb and Gutter 31-Inch SHES	LF

Payment is full compensation for preparing the foundation; all special construction required at driveway entrances or curb ramps; for providing all materials, including SHES concrete, expansion joints, and tie bars in unhardened concrete; and for placing, finishing, protecting, and curing concrete; for sawing joints.

96. Outdoor Rated Network Cable, Item SPV.0090.2001.

A Description

This special provision describes furnishing and installing outdoor rated network cable in new or existing conduit or as directed by the engineer. It also includes installing state-furnished network communications extenders as required.

B Materials

Furnish outdoor rated Category 5e, or better, UTP cable with water-blocking flooded core and UV-resistant polyethylene jacket. Cable shall consist of 4-pairs of 24 AWG solid copper conductors and shall meet the requirements of ANSI/TIA/EIA 5 68A Category 5e, CENELEC EN50173, ICEA S-90-661, and ISO/IEC 11801.

Furnish an RJ45 connector for each end of the cable.

State-furnished network communications extenders.

C Construction

Install the cable following the manufacturer's installation guidelines.

Install the RJ45 connectors (if not done prior to installation) according to manufacturer's installation guidelines.

Install a network communications extender as shown on the plans when cable length exceeds 100 meters.

Use a purpose built "Pass-Fail" network cable tester to test the network cable installation for Category 5, Class E compliance. Repair any connections or cable as needed for the test to register a "Pass".

Connect the cable to the devices on each end as shown on the plans or as directed by the engineer.

D Measurement

The department will measure Outdoor Rated Network Cable 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.0090.2001	Outdoor Rated Network Cable	LF

Payment is full compensation for furnishing, installing, and testing the outdoor rated network cable; for installing network communications extenders where required; for connecting the cable to the devices at each end of the cable; and for all labor, transportation, and incidentals necessary to complete the work.

97. Field Office Fixed, Item SPV.0105.0100.

A Description

This special provision describes furnishing, equipping, and maintaining field office facilities.

B Materials

Replace standard spec 642 with the following:

Obtain engineer approval before providing an existing office building, or an existing building converted to office-type use. Ensure that this permanent/fixed facility meets all applicable health, fire, and building codes and standards and is less than one mile from the project limits.

Provide; maintain in clean good working condition; and stock lavatory with sanitary supplies, including a sufficient supply of soap; hand sanitizer; toilet paper; and paper towels. The on-site sanitary facilities must meet Federal, State, and local health department requirements at all times.

Equip these facilities with suitable natural and artificial lighting. Also provide adequate heating and air conditioning equipment and fuel necessary to maintain a temperature range from 68 F to 80 F during the hours occupied.

Equip:

- Doors and windows with locks.
- Exterior doors with dead bolt locks or other secondary locking device.
- Windows with exterior screens to allow adequate ventilation.

Supply a first aid kit in each field office provided under the contract. Ensure the kits are readily accessible to project personnel. Check and replenish the contents of each kit at least once a week. Ensure that each kit contains, at a minimum, a supply of nitrile examination gloves, CPR masks, adhesive tape, pressure and cling bandages, antiseptic wipes, bite/sting swabs, cold packs, and safety goggles.

Equip with a 6-pound or larger fire extinguisher conforming to class A, B, and C of the NFPA Code.

Minimum interior useable floor space shall be 2000 square feet, including shared spaces, such as plan review areas, conference rooms, meeting areas, hallways, and restrooms.

Obtain engineer's approval of a suitably sized, open meeting area, including tables and folding chairs to accommodate regularly scheduled meetings of 30 people.

Provide 8 workstations, including a lockable desk, shelf, and fireproof 4-drawer file cabinet. Provide 3 private rooms, equipped, in addition to the above, with a four-shelf bookcase, a large lockable metal storage cabinet, and a 48" x 36" whiteboard with dry-erase markers. These rooms shall have an interior door with a lockset.

Provide one ergonomically correct office chair in working condition, with, at a minimum, the following features, for each workstation:

- Five-legged base with casters.
- High backrest.
- Seat adjustable from 15 inches to 22 inches from the floor with a seamless waterfall, rounded front edge.

Provide the field office with high speed broad band internet service for a minimum of 10 high speed internet connections at speeds of 20-50 Mbps upload and download speeds. Provide a high speed internet connection using a minimum of "small office or home networking" package that includes high speed wireless internet. The package shall include a Dynamic IP Address (DHCP), a wireless router, a Digital Subscriber Loop (DSL) or Cable Modem Router. The package shall accommodate IPSec based VPN products.

Provide and install into the field office 2 two-line programmable touch-tone telephones and telephone exchanges with local and long distance service. At least one will be a cordless type operating at least 2.4 GHz. The voice exchanges are to be configured so that the incoming calls for any voice exchange utilize an open exchange. Furnish a voice mail answering service. The telephones and the communication services are for the sole use of the department staff.

Provide one new, high-capacity color printer/photocopier/scanner capable of printing and copying up to 11" x 17" paper, with the ability to perform duplexing, sorting, stapling, and multiple sheet auto feeding, with a built-in scanner with the capability to scan black and white and color up to 11" x 17" at a minimum of 600 dpi, and with a network connection, as approved by the engineer.

Provide and maintain an adequate supply of bottled drinking water. Provide one 18 cubic foot minimum size refrigerator with freezer and microwave. Provide a microwave oven with a minimum 1.1 cu foot capacity, a minimum of 1000 watts and a removable glass turntable.

Maintain the field office equipment and provide supplies for the photocopiers as requested by the engineer.

Provide for the professional cleaning of the field office during regular business hours twice monthly.

Provide clearly marked recycling and waste receptacles within the field office, and separate recycling and waste dumpsters near the field office. Cover outdoor containers to keep out rain, snow, and wind-driven debris. Provide regularly scheduled recycling and waste pick-up.

Include an adjacent, no-fee, lighted parking lot large enough to accommodate the needs of the field offices at peak usage, as approved by the engineer. Maintain the parking lot and egress, including snow removal.

C Construction

Do not combine field offices, or combine them with, or attach them to, any buildings used by the contractor, unless the engineer allows in writing. The contractor may furnish, if the contract allows, the field offices jointly in cooperation with other contractors on designated projects.

Do not begin construction operations requiring the use of the field offices by the department until the required field offices are approved by the engineer, furnished, fully equipped, and made ready for use as the engineer directs.

The field office shall remain available for department until the engineer approves its closure. These field facilities are for the sole use of the department and upon contract completion remain the contractor's property.

D Measurement

The department will measure Field Office Fixed bid item as a single unit for the entire field office(s), complete.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.0100	Field Office Fixed	LS

Payment is full compensation for providing, equipping, securing, cleaning and maintaining the facility and associated parking lot; for telecommunications equipment, installation, and service fees; and for providing all incidentals, including bottled water, refrigerator/freezers, microwaves, utilities, fuel, safety, ventilation, toilet facilities, and office supplies as required, either independently or jointly, for the time specified in Section C.

~~ref 642-005 (20180627)~~

98. Survey Project 1229-04-70, Item SPV.0105.0604.

A Description

This special provision describes modifying standard spec 105.6 and 650 to define the requirements for construction staking for this contract. Conform to standard spec 105.6 and 650 and as follows.

The department will not perform any construction staking for this contract. Obtain engineer's approval before performing all survey required to lay out and construct the work under this contract.

Replace standard spec 650.1 with the following:

This section describes the contractor-performed construction staking required under individual contract bid items to establish the horizontal and vertical position for all aspects of construction including:

- storm sewer
- subgrade
- base
- curb
- gutter
- curb and gutter
- pipe culverts

- drainage structures
- pavement
- pavement markings (temporary and permanent)
- barriers (temporary and permanent)
- overhead signs
- overhead sign structure removals and abandoned foundations
- electrical installations
- supplemental control
- slope stakes
- ITS
- FTMS
- utilities
- conduit
- traffic control items
- fencing

B (Vacant)

C Construction

Add the following to standard spec 650.3.1 (5):

Confirm with engineer before using global positioning methods to establish the following:

1. Structure layout horizontal or vertical locations.
2. Concrete pavement vertical locations.
3. Curb, gutter, and curb & gutter vertical locations.
4. Concrete barrier vertical locations.
5. Storm Sewer layout horizontal or vertical locations, including structure centers, offsets, access openings, rim and invert elevations.

Replace standard spec 650.3.1.1(2) with the following:

- (6) Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. This includes:

- Raw data files
- Digital stakeout reports
- Control check reports
- Supplemental control files (along with method used to establish coordinates and elevation)
- Calibration report

Replace standard spec 650.3.3.1 with the following:

Under the Survey Project bid item, global positioning system (GPS) machine guidance for conventional subgrade staking on all or part of the work may be substituted. The engineer may require reverting to conventional subgrade staking methods for all or part of the work at any point during construction if the GPS machine guidance is producing unacceptable results.

Replace standard spec 650.3.3.4.1 with the following:

The department will provide the contractor staking packet as described in the Construction and Materials Manual (CMM) 7.10. At any time after the contract is awarded, the available survey and design information may be requested. The department will provide that information within 5 business days of receiving the contractor's request. The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

Add the following to standard spec 650.3.3.6.2 as paragraph four:

Record all subgrade elevation checks and submit a hard copy to the engineer within 24 hours or as requested by the engineer.

D Measurement

Replace standard spec 650.4 with the following:

- (1) The department will measure Survey Project 1229-04-70 as a separate single lump sum unit, acceptably completed.

E Payment

Replace standard spec 650.5 with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.0604	Survey Project 1229-04-70	LS

Payment is full compensation for performing all survey work required to lay out and construct all work under this contract and for adjusting stakes to ensure compatibility with existing field conditions. The department will not make final payment for this item until the contractor submits all survey notes and computations used to establish the required lines and grades to the engineer within 24 hours of completing this work. Re-staking due to construction disturbance and knock-outs will be performed at no additional cost to the department.

sef-650-005 (20181219)

99. Covering Traffic Signal Equipment IH 43 NB Off Ramp & CTH W, Item SPV.0105.3000.

A Description

This special provision describes covering existing permanent traffic signal equipment during construction and opening the folded stop sign(s) for the NB left turn from the ramp to CTH W.

B Materials

Hood materials shall be burlap, canvas, nylon or other materials approved by the engineer and black in color. Plastic trash bags or similar materials are not acceptable. The hood shall cover the entire face of the traffic signal head to the rim of the backplate, if present, and completely cover the pedestrian push button and pedestrian push button sticker and/or sign. The hoods must not damage the existing traffic signal equipment.

The hoods must be securely fastened to the existing traffic signal equipment with nylon rope, straps or other materials approved by the engineer. Tape or similar materials are not acceptable. The straps must not damage the existing traffic signal equipment.

C Construction

Notify the department's Electrical Field Unit at (414) 266-1170 at least 5 working days prior to the required deactivation of the permanent traffic signal equipment.

Hood the permanent traffic signal heads immediately upon the deactivation of the equipment. Cover the entire face of the signal head to the rim of the backplate and cover the pedestrian push button and pedestrian push button sticker and/or sign with the approved cover materials. Securely fasten the hood to the existing traffic signal equipment with the approved materials. Ensure that the traffic signal indications are not visible.

The hoods must be maintained until project completion. Upon project completion, the traffic signal hoods will remain in place and become property of the department.

Open the folded stop sign(s) for the IH 43 NB Off Ramp left-turn to CTH W immediately upon the deactivation of the equipment.

D Measurement

The department will measure Covering Traffic Signal Equipment (Location) as a single unit of work per 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.0105.3000	Covering Traffic Signal Equipment IH 43 NB Off Ramp & CTH W	LS

Payment is full compensation for furnishing and installing hoods; furnishing and installing attachment hardware; opening the folded stop sign(s) for the IH 43 NB Off Ramp; and cleaning up and disposing of waste.

100. Traffic Control Signs Fixed Message Left In Place, Item SPV.0165.0500.

A Description

This special provision describes furnishing, installing, and maintaining Traffic Control Signs Fixed Message Left In Place as shown on the plans.

Traffic Control Signs Fixed Message Left In Place becomes property of the department after final acceptance by the engineer.

B Materials

Use materials according to the pertinent provisions of standard spec 643.2 and as hereinafter provided.

C Construction

Perform work according to the pertinent provisions of standard spec 643.3, as shown on the plans, and as hereinafter provided.

D Measurement

The department will measure Traffic Control Signs Fixed Message Left In Place by square foot area of the sign face, acceptably completed..

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.0500	Traffic Control Signs Fixed Message Left In Place	SF

Payment is full compensation for providing all materials; for the manufacture and assembly of the sign; including all messages; and for hauling, handling, installing, and maintaining the signs, including posts, fasteners and necessary hardware and vertical supports.

101. HMA Longitudinal Joint Repair, Item SPV.0195.0020.

A Description

This special provision describes providing longitudinal joint repairs in HMA pavements. Conform to standard spec 204, 315, 455, and 460, and as follows.

B Materials

Furnish asphaltic mixture as specified for type 3 HT 58-28 H under standard spec 460.2.

Provide tack coat conforming to standard spec 455.2.5.

C Construction

C.1 General

Remove an area 1.5 to 3 feet wide and at least to the full depth of asphaltic pavement; the engineer will determine the repair length. Remove damaged concrete pavement discovered below the asphalt during this removal, and replace with asphalt mixture.

Clean the existing exposed concrete pavement surface before placing tack coat.

Apply asphaltic materials the same day the joint is removed to prevent the entrance of water. Do not apply if weather or surface conditions are unfavorable or before impending rains.

Conform to standard spec 315.3.1 for placement of the HMA pavement.

Dispose of removed pavement and other waste materials outside of the project limits unless the engineer allows otherwise.

C.2 Maintenance

Maintain repaired joints during the contract. Remove and replace additional tack coat and HMA pavement if the engineer directs.

D Measurement

The department will measure HMA Longitudinal Joint Repair by the ton, 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.0195.0020	HMA Longitudinal Joint Repair	TON

Payment for the HMA Longitudinal Joint Repair item is full compensation for providing the joint repair including removing the existing asphaltic surface and damaged concrete; for tack coat and asphaltic pavement mixture; and for maintaining the repair during the contract.

sef-455-005 (20180104)

**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

TrANS is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 6 (*number*) TrANS Graduate(s) be utilized on this contract.

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 5 (number) TrANS Apprentice(s) be utilized on this contract.

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

II. RATIONALE AND SPECIAL NOTE

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

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

III. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

- (1) At time of bid, ALL prime contractors must submit DBE Commitments on projects with DBE goals. The submittal of the DBE Commitments includes the DT1506 (Commitment to Subcontract to DBE), which can be attached as a PDF or entered digitally into the bid submittal and Attachments A OR quotes from all DBEs included on the Commitment. The prime contractor must submit a signed Attachment A via eSubmit (preferred) or the DBE Alert email box within 24-hours of the bid closing for all quotes submitted at the time of bid. If the assigned DBE contract goal is not met, Form DT1202 (Documentation of Good Faith Effort) and all supplemental DT1202 documentation is due within 24-hours of bid closing. Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment (Section 9).
- (2) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid shopping is prohibited.
- (3) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment that is not performed or supplied by the listed DBE without WisDOT's written consent.

Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's *Standard Specifications for Highway and Structure Construction* and *Construction and Materials Manual*. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

- (1) WisDOT 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 contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.
- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
 - § Produce accurate and complete quotes
 - § Understand highway plans applicable to their work
 - § Understand specifications and contract requirements applicable to their work
 - § Understand contracting reporting requirements
- (3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

1. Definitions

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

- a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise – A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and

appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.

- g. **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.
- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.
- i. **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.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

2. WisDOT DBE Program Compliance

a. Documentation Submittal

The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A OR quotes from all DBEs included in the Commitment will be submitted at bid by ALL prime contractors. If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) must be submitted within 24-hours of bid closing. Supplemental DT1202 documentation and signed Attachments A from DBEs included in the DBE Commitment are also due within 24-hours of bid closing. Form DT1202, supporting GFE documentation, and signed Attachments A, not submitted at the time of bid, must be submitted through eSubmit (preferred) or to the DBE Alert email box.

****Bidders have the option of submitting the DBE Commitment at the time of bid via direct entry through Bid Express OR with attachment of Form DT1506 (Commitment to Subcontract to DBE). The DBE Commitment entered with bid is the digital form of the DT1506. Separate submission of Form DT1506 is not required if the DBE Commitment is entered in Bid Express. Form DT1202, if applicable, is no longer required to be submitted at time of bid; submit DT1202 within the 24-hour supplemental time frame following bid closing.**

Naming conventions: Follow eSubmit [instructions](#), OR when emailing files, use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, GFE" and "Project #, Proposal #, Let date, Business Name, Attachment A" Email: DBE_Alert@dot.wi.gov

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the DBE Commitment (digitally entered into the bid OR Form DT1506 as an attachment), Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

(1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the Department will evaluate the DBE Commitment submitted with bid OR Form DT1506, and Attachments A to verify the actual DBE

percentage calculation. If the DBE Commitment is verified, the contract is eligible for award with respect to the DBE Commitment.

(2) DBE Goal Not Met

- a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
 1. *Approve* the request (adequate documentation of GFE has been submitted)- no conditions placed on the contract with respect to the DBE Commitment;
 2. *Deny* the request (inadequate documentation of GFE has been submitted)- the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.
- c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted through eSubmit (preferred) OR to the DBE Office by email at: DBE_Alert@dot.wi.gov. Email naming convention: "Project #, Proposal #, Let date, Business Name, GFE"

3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.**

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

- (1) Documents that it has obtained enough DBE participation to meet the goal; OR
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

Appendix A of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The Department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

The Department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort activity. 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.

a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, 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. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE_Alert@dot.wi.gov
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, 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 B.* 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 firms 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 quotes are being sought to DBE_Alert@dot.wi.gov
 - ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): <https://www.bidx.com/wi/main>, postal mail, email, fax, and phone.
 - a. Contractors must ask DBE firms for a response in their solicitations. *See Sample Contractor Solicitation Letter, Appendix B.* This letter may be included as an attachment to the sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date 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. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the 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 record of subcontractor outreach effort

b. Guidance for Evaluating DBE quotes

- (1) Quote evaluation practices required to evaluate DBE quotes:
 - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and

non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).

- (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
 - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, **a discussion** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is 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 indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
 - a In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
 - b Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear 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.

See Appendix D – *Good Faith Effort Evaluation Measures* and Appendix E - *Good Faith Effort Best Practices*.

- c. **Requesting Good Faith Effort Evaluation** At the time of bid- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:
 - (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
 - (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
 - (3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
 - (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
 - (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
 - (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
 - (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and

providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Naming conventions: eSubmit (preferred) follow instructions OR when emailing files, use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, GFE" Email: DBE_Alert@dot.wi.gov

If the Good Faith Effort documentation is deemed adequate, the request will be approved and the DBE office will promptly notify the Prime Contractor and Bureau of Project Development.

If the DBE Office denies the request, the Prime Contractor will receive written correspondence outlining the reasons. The Department encourages the Prime Contractor to communicate with DBE staff to clarify any questions related to meeting goals and/or contractor demonstration of good faith efforts.

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved DBE Commitment. No contractor, prime or subsequent tier, shall be paid for completing work assigned to a DBE subcontractor on an approved DBE Commitment unless WisDOT has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on any tier uses its own forces to perform work assigned to a DBE on an approved DBE Commitment, **they will not be paid for the work**. Any changes to DBE Commitment after the approval of the DBE Commitment must be reviewed and approved by the DBE Office prior to the change (see Section 9).

4. Bidder's Documentation of Good Faith Effort Evaluation Request Appeal Process

A bidder can appeal the Department's decision to deny the bidder's demonstration of Good Faith Effort through Administrative Reconsideration. The bidder must provide a written justification refuting the specific reasons for denial as stated in the Department's denial notice. The bidder may meet in person with the Department if so requested. Failure to appeal within 5 business days after receiving the Department's written notice denying the request constitutes a forfeiture of the bidder's right of appeal. Receipt of appeal is confirmed by email date stamp or certified mail signed by WisDOT staff. A contract will not be executed without documentation that the DBE provisions have been fulfilled.

The Department will appoint a representative who did not participate in the original good faith effort determination, to assess the bidder's appeal. The Department will issue a written decision within 5 business days after the bidder presents all written and oral information. In that written decision, the Department will explain the basis for finding that the bidder did or did not demonstrate an adequate good faith effort to meet the contract DBE goal. The Department's decision is final.

5. Determining DBE Eligibility

Directory of DBE firms

- a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at: <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.

- c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

6. Counting DBE Participation

Assessing DBE Work

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 UCP agencies. 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:

- a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The Department counts fees and commissions the DBE subcontractor charges for providing 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 program engineer deems reasonable based on experience or prevailing market rates.
- c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- d. The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE 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.
- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it 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.
- g. The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- h. See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

Naming conventions: When emailing files, please use the following language to identify your submission-
"Project #, Proposal #, Let date, Business Name, Attachment A" Email: DBE_Alert@dot.wi.gov

*Note: A sublet request is required for DBE work, regardless of subcontract tier, and also for reporting materials or supplies furnished by a DBE.

- Sublet Requests via form DT1925 or WS1925 are required for 1st Tier DBEs
- For all 2nd Tier and below notification of DBE sublet is indicated by the contractor entering them in CRCS

7. Credit Evaluation for Trucking

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

The prime contractor is responsible for ensuring that all subcontractors including trucking firms, receive Form FHWA 1273: <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

See Section 8 for Broker credit.

8. 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 firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 or DBE Commitment submitted with the bid.

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, **100%** percent of the cost of the materials or supplies counts toward DBE goals.

b. Regular Dealers of Material and/or Supplies

- (1) Supplies purchased in bulk from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
- (2) 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.
- (3) 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.
- (4) 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.

- (5) When DBE suppliers are contracted, additional documentation must accompany the DBE Commitment and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with 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 per b.(1) above.
 - i. The bidder should respond to the following questions and include with submission of form DT1506 or the DBE Commitment entered with bid:
 - a. What is the product or material?
 - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
 - c. Which contract line items were referenced to develop this quote?
 - d. What is the amount of material or product used on the project?

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 are 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, fees, or transportation charges for the delivery of materials or supplies required on a job site.
- (4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")

a. Issuing a Contract Change Order

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DBE Commitment *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE Commitment do not require advance notification of the DBE office. (see below e. DBE Utilization beyond the approved DBE Commitment)

b. Contractor Considerations

- (1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment 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.
- (2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
- (3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.

- (4) 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 must undertake efforts to maintain its commitment to the assigned DBE goal.
- (5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.
 - i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:
 - a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.
 - b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
 - c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
 - d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, 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 engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
 - e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

c. Request to Modify DBE Subcontracting Commitment

The written request referenced above may be delivered by email or fax. The request must contain the following:

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

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: DBE_Alert@dot.wi.gov + Project Engineer

WisDOT will review the request and any supporting documentation submitted to evaluate if the circumstance and the reasons constitute good cause for replacing or terminating the approved DBE subcontractor.

Good Causes to Replace a DBE subcontractor 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
- The prime has determined that the listed DBE subcontractor is not a responsible contractor
- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal
- The listed DBE subcontractor is ineligible to receive DBE credit for the type of work required
- A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract

d. Evaluation and Response to the Request

WisDOT's timely response to the Prime Contractor's request for modification of the approved DBE Commitment will be provided to the prime and the WisDOT project engineer via email.

If WisDOT determines that the Prime Contractor's basis for reduction in participation, replacement, or termination of the DBE subcontractor is not consistent with the good cause guidelines, the DBE office will provide a response via email within 48-hours of receipt of request from the Prime Contractor as indicated by email time stamp. The communication will include: the requirement to utilize the committed DBE, actions to support the completion of the contractual commitment, a list of available WisDOT support services, and administrative remedies, including withholding payment to the prime, that may be invoked for failure to comply with federal DBE guidelines for DBE replacement.

The WisDOT contact for all actions related to modification of the approved DBE Commitment is the DBE Program Engineer who can be reached at DBE_Alert@dot.wi.gov or (414) 335-0413.

e. DBE Utilization beyond the approved DBE Commitment

When the prime or a subcontractor increases the scope of work for an approved DBE subcontractor or adds a DBE subcontractor who was not on the approved form DT1506 or DBE Commitment submitted with bid at any time after contract execution, this is referred to as voluntary DBE contract goal achievement. The contractor must follow these steps to ensure that the participation is accurately credited toward the DBE goal:

- (1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.
- (2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox
- (3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"
 Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, New Attachment A" Email: DBE_Alert@dot.wi.gov

Special note on trucking

- DBE truckers added to the sublets in CRCS *will* be approved without DBE credit (You will see a “N” in CRCS instead of “Y”)
- Prime Contractors may enter a “place holder” e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting

10. Commercially Useful Function

- a. Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.
- b. The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if 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 firm 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 work and 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 DBE Primes

WisDOT calculates DBE credit based on the amount and type of work performed by DBE certified firms for work submitted with required documentation. If the prime contractor is a DBE certified firm, the Department will only count the work that the DBE prime performs with its own forces for DBE neutral credit. The Department will also calculate DBE credit for work performed by any other DBE certified subcontractor, DBE certified supplier, and DBE certified manufacturer on the contract in each firm’s approved NAICS code/work areas that are submitted with required documentation. Crediting for manufacturers and suppliers is calculated consistent with Section 8 of this document and 49 CFR Part 26.

12. Joint Venture

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

13. Mentor-Protégé

- a. If a DBE performs as a participant in a mentor-protégé agreement, the Department will credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit is 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 allowed on WisDOT projects.

14. 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 subcontractor, a prime contractor, and the regular dealer or 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 firm in cases where the DBE subcontractor and materials have been approved 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 firm is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE firm 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 Contractor 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 or the 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 approved supplies.
- b. The DBE subcontractor is responsible for furnishing and/or installing the material/work item and is not an 'extra participant' in the transaction. The DBE firm'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 Contractor 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 contractor's negotiated unit price.

15. Payment

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

Appendix A

Substantive Conversation Guidelines

The substantive conversation is critical to all bidders' demonstration of good faith effort to meet the DBE goal prior to bid opening. Relationship building between primes and subcontractors is crucial to DBE goal attainment. Responsible bidders seek to build rapport with potential DBE subcontractors to understand capacity, areas of expertise, and assess contracting feasibility. Bidders who compete for WisDOT contracts are specialty contractors responding to a growing and changing contract environment. Just as these specialists are responsible for care of the roads, they are likewise responsible for contributing to the health of the industry. The substantive conversation drives collaboration that will build industry health and capacity. The following is intended to provide guidance for such discussions but is not an exhaustive list. Contractors are encouraged to incorporate their existing strategies for cultivating business relationships as well.

Prior to Bid Opening- this discussion should happen as early as possible (WisDOT advertisements are released 5 weeks prior to each Let)

- Determine DBE subcontractor's interest in quoting
- If response indicates inexperience with quoting- offer support/assistance to the DBE in understanding the industry including fundamentals a subcontractor needs to know, required reading and/or resources.
- Assess their interest and experience in the road construction industry by asking questions such as:
 1. Have you competed for other WisDOT contracts? Ratio of competed/to wins
 2. Have you performed on any transportation industry contracts (locally or with other states)?
 3. What the largest contract you've completed?
 4. Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
 5. Does this project fit into your schedule? Are you working on any contracts now?
 6. Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
 7. What region do you work in? Home base?
 8. Which line items are you considering?
 9. Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
 10. Do you understand where your work fits in the project schedule, project phases?

Following Bid Opening- this discussion can happen at any time

1. After reviewing their quote, note the following in your discussion:
 - Does the quote look complete? Irregular?
 - Are there errors in the quote? Are items very high or very low?
 - In general, does the quote look competitive?
2. Questions and Advice for the bidder to share with the potential DBE subcontractor:
 - What line items would typically be in a competitive quote for a subcontractor of their specialty?
 - How many employees and what is their role/experience/expertise in your firm?
 - Do you have resources for labor (union member, family-based, community-resourced) and capital (banking relationship, bond agent, CPA)?
 - Where have you worked: cities, states, government, commercial, residential/private sector, etc. Explain similarities or differences.
 - Refer them to reliable, trusted, industry resources that can educate or connect them to relevant resources, education/certification resources, more appropriate contract opportunities.
 - Discussion about prime contract and subcontract liability, critical path items, contract quantities, schedule risks, and potential profit/loss (for upcoming known projects or in general).
 - Discussion of bonding, insurance, and overall business risk considerations.

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

GFESAMPLE 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 <http://roadwaystandards.dot.wi.gov/hcci/>

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 <http://roadwaystandards.dot.wi.gov/hcci/>
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 QUOTE

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: _____

Phone: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

Clearing and Grubbing	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 C

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 later completion.
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. **DBE firms can:**

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 414-438-458

APPENDIX D

Good Faith Effort Evaluation Measures *by categories referenced in DBE regulations*

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (*points added for each day prior to letting*)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements

GFE EVALUATION RUBRIC – PHASE 1

	Active & Aggressive Category	Quality Category	Quantity Category	Scope & Intensity Category	Timing Category	Business Develop't Efforts	Total=
Solicitation Documentation							
Selected Work Items Documentation							
Documentation of Project Information provided to Interested DBEs							
Documentation of Negotiation with Interested DBEs							
Documentation of Sound Reason for Rejecting DBEs							
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials							
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support							
Documentation of other GFE activities							
Overall Total=							

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

SCOPE & INTENSITY: Demonstrated through a rigorous approach to an appropriate and purposeful range of activities

TIMING: Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

BUSINESS DEVELOPMENT INITIATIVES: Demonstrated by efforts to support business growth and health of DBEs

Rating Scale

- Each qualifying activity is worth 5 points per Category
 - **Pro Forma efforts= 0-50 points**
Perfunctory effort characterized by routine or superficial activities
 - **Bona Fide= 55+ points**
Genuine effort characterized by sincere and earnest activities

GFE EVALUATION – PHASE 2 – Team Review

DBE Office completes:

- Review of quote comparisons submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 by apparent low bidder

Excerpt from Appendix A to 49 CFR Part 26:

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. 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 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. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

APPENDIX E

Good Faith Effort Best Practices

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 be thorough 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 F

Good Faith Effort Evaluation Guidance

Appendix A of 49 CFR Part 26

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient 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, you have the responsibility 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, based on the regulations and the guidance in this Appendix.

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. Determinations should not be made using quantitative formulas.

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. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should 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 (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

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 with their offer for the subcontract.

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. (1) 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 status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

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, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. 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 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. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

APPENDIX G
(SAMPLE) Forms DT1506 and DT1202

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above. FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.	Participating DBE Firm Representative's Signature & Date
	Participating DBE Firm Representative's Name (Print Name)
	Participating DBE Firm (Print Company Name)
	DBE Firm's Address:

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

**DOCUMENTATION OF GOOD FAITH EFFORT**Wisconsin Department of Transportation
DT1202.....3/2020

Project ID *****	Proposal No. *****	Letting *****
Prime Contractor *****		County *****
Person Submitting Document *****		Telephone Number *****
Address *****		Email Address *****

All bidders must undertake necessary and reasonable steps to achieve the assigned DBE contract goal per federal regulatory guidance at 49 CFR Part 26. Bidders use this form to document all efforts employed to meet the assigned goal as a record of contractor good faith efforts (GFE). Refer to ASP3 or 49 CFR Part 26 for guidance on actions that demonstrate good faith effort.

It is critical to list all efforts, attach documentation, and follow the instructions to complete this submission. Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit good faith effort documentation per ASP-3 guidelines.

Instructions: Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items, organized in the order listed below.

1.→ Solicitation Documentation:

- a.→ Purpose:** To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.
- b.→ Action:** Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid meetings; networking events; market research; advertising.

2.→ Selected Work Items Documentation:

- a.→ Purpose:** To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.
- b.→ Action:** Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

3.→ Documentation of Project Information provided to Interested DBEs:

- a.→ Purpose:** To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.
- b.→ Action:** Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

4.→ Documentation of Negotiation with Interested DBEs:

a.→ Purpose: To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

b.→ Action: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts. A bidder using good business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken 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 failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

5.→ Documentation of Sound Reason for Rejecting DBEs:

a.→ Purpose: To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

b.→ Action: Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

6.→ Documentation of Assistance to Interested DBEs--Bonding, Credit, Insurance, Equipment, Supplies/Materials:

a.→ Purpose: To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

b.→ Action: Assist interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

7.→ Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:

a.→ Purpose: To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

b.→ Action: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to:
 Wisconsin Department of Transportation
 DBE Program Office
 PO Box 7965
 Madison, WI 53707-7965
 DBE_Alert@dot.wi.gov

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)

		(Print Name)

		(Title)

Good-Faith-Effort--Sample-Documentation-Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote

SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email; left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC Sawing	Jackie Swiggle	Informed DBE on how to obtain bonding
4/17/2020	Supreme Construction	Winston Walters	Provided contact for wholesale supply purchase

OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization Contacted	Contact Person	Assistance Requested
4/1/2020	Women in Construction	LaTonya Klein	Contact information for woman-owned suppliers
4/28/2020	WBIC	Sam Smith	Asked for information to provide to DBE regarding financing programs through WBIC

Official Form DT1202 can be found here: www.wisconsindot.gov/DBEcontracting

ADDITIONAL SPECIAL PROVISION 4

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.

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 is not allowed to withhold 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.

Additional Special Provision 6**ASP 6 - Modifications to the standard specifications**

Make the following revisions to the standard specifications:

102.1 Prequalifying Bidders

Replace paragraph two with the following effective with the October 2020 letting:

- (2) Furnish a dated prequalification statement on the department's form at least 10 business days before the time set for the letting to close.

102.6 Preparing the Proposal

Replace the entire text with the following effective with the October 2020 letting:

102.6.1 General

- (1) Submit completed proposals on the department's bidding proposal described in 102.2. Submit legible information only. Write everything in ink, by typewriter, or by computer-controlled printer. Provide all dollar amounts in dollars and cents, in numerals. Attach all addenda to the submitted proposal.
- (2) Properly execute the proposal. Place the required signatures, in ink, in the space provided on the bidding proposal as indicated below:

ENTITY SUBMITTING PROPOSALREQUIRED SIGNATURE

Individual The individual or a duly authorized agent.

Partnership A partner or a duly authorized agent.

Joint venture A member or a duly authorized agent of at least one of the joint venture firms.

Corporation An authorized officer or duly authorized agent of the corporation. Also show the name of the state chartering that corporation and affix the corporate seal.

Limited liability company A manager, a member, or a duly authorized agent.

- (3) Instead of using the schedule of items provided on the department's bidding proposal, the bidder may submit a substitute schedule with the proposal. Use a format for the substitute schedule conforming to the department's guidelines for approval of a bidder-generated schedule of items. Obtain the department's written approval before using a substitute schedule.
- (4) Provide a unit price for each bid item listed in the schedule of items. Calculate and show, in the bid amount column, the products of the respective unit prices and quantities. For a lump sum bid item, show the same price in the unit price column and in the bid amount column pertaining to that bid item. Show the total bid obtained by adding the values entered in the bid amount column for the listed bid items.
- (5) If a unit price or lump sum bid already entered in the proposal needs to be altered, cross out the entered unit price or lump sum bid with ink or typewriter and enter the new price above or below and initial it in ink.
- (6) A change that the bidder makes in the proposal is not an alteration if the bidder makes that change as directed in a specific instruction contained in an addendum.

102.6.2 Disadvantaged Business Enterprise (DBE) Commitment

- (1) Before the letting is closed, submit the following documentation for proposals with a DBE goal:
1. Commitment to subcontract to DBE on department form DT1506.
 2. Attachment A for each subcontractor listed on the DT1506.
 3. If the DBE goal is not attained, certificate of good faith efforts on department form DT1202.
- (2) Within 24 hours after the letting is closed, email all supplemental documentation for the DT1202 verifying efforts made to attain the DBE goal to DBE_Alert@dot.wi.gov.

102.7.3 Department Will Reject

Replace paragraph one with the following effective with the January 2021 letting:

- (1) Proposals are irregular and the department will reject and will not post them if the bidder:
 1. Does not furnish the required proposal guaranty in the proper form and amount as specified in 102.8.
 2. Does not submit a unit price for each bid item listed, except for lump sum bid items where the bidder may show the price in the bid amount column for that bid item.
 3. Includes conditions or qualifications not provided for in the department-supplied bidding proposal.
 4. Submits a bid on a bidding proposal issued to a different bidder without obtaining departmental authorization to do so.
 5. Submits a bid that contains unauthorized revisions in the name of the party to whom the bidding proposal was issued.
 6. Submits a schedule of items with illegibly printed bid item numbers, descriptions, or unit prices.
 7. Submits a schedule of items for the wrong contract.
 8. Submits a bidder-generated schedule of items with an incorrect bid item number and incorrect description for a single bid item.
 9. Omits a bid item or bid items on a bidder-generated schedule of items.
 10. Submits a materially unbalanced bid.
 11. Does not sign the proposal.
 12. Does not submit the DBE forms and required supplemental documentation of the good faith efforts as specified in 102.6.2.

102.12 Public Opening of Proposals

Replace paragraph one with the following effective with the October 2020 letting:

- (1) The letting will close at the time and place indicated in the notice to contractors. The department will publicly open and post the total bid for each proposal on the Bid Express web site beginning at noon on the day after the letting is closed except as specified in 102.7.3 and 102.8. If a proposal has no total bid shown, the department will not post the bid. After verification for accuracy under 103.1, the department will post bid totals on the HCCI web site.

<https://wisconsin.gov/Pages/doing-business/contractors/hcci/bid-let.aspx>

103.1 Consideration of Proposals

Replace paragraph one with the following effective with the October 2020 letting:

- (1) Following the public opening of the proposals received, the department will compare them based on the summation of the products of the quantities of work listed and the contract unit prices offered. In case of discrepancies, errors, or omissions, the department will make corrections as specified in 102.7.1. In awarding contracts, the department, in addition to considering the amounts stated in the proposals, may consider one or more of the following:
 1. The responsibility of the various bidders as determined from a study of the data required under 102.1.
 2. The responsiveness of the bid as determined under 102.6.
 3. Information from other investigations that the department may make.

107.17.1 General

Replace paragraph four with the following effective with the November 2020 letting:

- (4) Comply with the railroad's rules and regulations regarding operations on or near the railroad right-of-way as follows:
 - When working on the railroad right-of-way.
 - When working within 25 feet of the track centerline or adjacent facilities, including equipment or extensions of equipment that can fall within 25 feet of the track centerline or adjacent facilities.

If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and pay the railroad directly. Notify the railroad's representative, specified in the project special provisions, in writing at least 40 business days before starting work near a track. Provide the specific time planned to start the operations.

109.6.3.3 Retainage

Delete paragraph two effective with the December 2020 letting:

450.2.1 Acronyms and Definitions

Add the following definitions to 450.2.1(2) effective with the November 2020 letting:

Butt Joint	A transverse joint between existing and newly paved surfaces, formed by milling or sawing a vertical notch into the existing surface and then paving against the notch.
Echelon Paving	Paving two or more adjacent lanes with adjacent pavers offset from each other by 200 feet or less.
Notched Wedge Joint	A longitudinal joint consisting of a wedge placed at the edge of the initially paved lane with an overlapping wedge placed on the subsequent lane.
Tandem Paving	Paving two or more adjacent lanes with adjacent pavers offset from each other by more than 200 feet.
Vertical Joint	A longitudinal joint between 2 paved lanes with a vertical or nearly vertical interface between the adjacent mats.

450.3.2.8 Jointing

Replace paragraph two with the following with the November 2020 letting:

- (2) Where placing against existing HMA pavement, saw or mill the existing mat to form a full-depth joint.

Replace paragraphs five and six with the following effective with the November 2020 letting:

- (5) At the prepave meeting, submit documentation to the engineer that includes the brand name and model of each extruding and compacting device proposed for notched wedge joint construction. Alternatively, submit pictures of fabricated wedging and compacting devices. Do not use devices before engineer approval.
- (6) For notched wedge joints, construct and shape the wedge for each layer using the engineer-approved extruding device and compacting device that will provide a uniform slope and will not restrict the main screed. Compact the wedge with a weighted roller wheel or vibratory plate compactor the same width as the wedge. Clean and apply tack coat to the wedge surface and both notches before placing the adjacent lane.
- (7) For butt and vertical joints, clean and apply tack coat to promote bonding and seal the joint.
- (8) If paving in echelon, the contractor may use a vertical or notched wedge joint. Joints paved in echelon need not be tack coated.

460.2.2.3 Aggregate Gradation Master Range

Replace table 460-1 with the following effective with the November 2020 letting:

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.

522.2 Materials

Replace paragraph three with the following effective with the January 2021 letting:

- (3) Manufacture precast reinforced concrete pipe, cattle pass, and apron endwalls in a plant listed under precast concrete fabricators on the APL. Conform to the specified AASHTO standard materials requirements except as follows:
- The contractor may use cement conforming to 501.2.1 or may substitute for portland cement at the time of batching conforming to 501.2.6 for fly ash, 501.2.7 for slag, or 501.2.8 for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30 percent of the total cementitious content by weight.

532.2.1 General

Replace paragraph one with the following effective with the November 2020 letting:

- (1) Furnish structural steel conforming to ASTM as follows:

<= 1/2 inch thick structural tube and pipe ASTM A500 grade C
 > 1/2 inch thick structural tube and pipe API 5L PSL 2 grade 46 or ASTM 1085
 Tapered vertical supports ASTM A595 grade A or ASTM A572 grade 55
 Multi-sided or greater than 26-inch diameter round tapered poles ASTM A572 grade 65
 Structural angles and plates ASTM A709 grade 36

532.3.8 Acceptance and Inspection

Add the following new subsection effective with the November 2020 letting:

532.3.8 Acceptance and Inspection

- (1) Demonstrate to the engineer that electrical and mechanical systems for each high mast tower installation are fully operational. The department will not accept an installation until the engineer is satisfied that it functions properly.
- (2) Inspect completed "S" or "L" designated structures before opening to public traffic conforming to the BOS structure inspection manual part 4 for sign, signal, and high mast towers available at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/strct/inspection-manual.aspx>

Ensure that a department-certified active team leader for sign/signal inspections, listed on the department's highway structures information system (HSIS) website, performs inspections. Conform to the following:

- Notify the engineer at least 5 business days before inspection.
- Ensure that the team leader performing inspections submits the signed inspection reports and provides punch list items as maintenance items in the inspection report to the engineer within one business day after completing each inspection. Submit that signed final inspection report to the engineer and HSIS at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/strct/hsi.aspx>

- Notify the engineer and region ancillary structure project manager upon completion of the punch list items.

550.2.1 Steel Piles and Pile Shells

Replace paragraph three with the following effective with the November 2020 letting:

- (3) For steel pipe sections and steel pile shells for cast-in-place concrete piles, use ASTM A252 grade 3 steel.

608.2.1 Pipe

Replace paragraph three with the following effective with the January 2021 letting:

- (3) Manufacture precast reinforced concrete pipe for storm sewer in a plant listed under precast concrete fabricators on the APL. Conform to the specified AASHTO materials requirements for the class of precast concrete pipe specified except as follows:
 - The contractor may use cement conforming to 501.2.1 or may substitute for portland cement at the time of batching conforming to 501.2.6 for fly ash, 501.2.7 for slag, or 501.2.8 for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30 percent of the total cementitious content by weight.

611.2 Materials

Replace paragraph three with the following effective with the January 2021 letting:

- (3) For precast structures conform to AASHTO M199 for circular structures and ASTM C913 for square and rectangular structures. Manufacture in a plant listed under precast concrete fabricators on the APL. Conform to the specified AASHTO materials requirements for the structure specified except as follows:
 - Use concrete with 4700 pounds or more cementitious material per cubic yard.
 - The contractor may use cement conforming to 501.2.1 or may substitute for portland cement at the time of batching conforming to 501.2.6 for fly ash, 501.2.7 for slag, or 501.2.8 for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30 percent of the total cementitious content by weight.
 - For wet cast use air-entrained concrete with 7.0 percent +/- 1.5 percent air content.

614.3.2.1 Installing Posts

Replace paragraphs four and five with the following effective with the December 2020 letting:

- (4) For bid items 614.0220, 0230, and 2500; do not trim posts before installation and mark one face of each post as follows:

- Draw an embedment depth line.
- Above the embedment line, write the post length.
- Posts 3 through 8 of bid item 614.0220 do not require marking.

Install posts with the markings on the roadway side. Ensure the markings remain on the posts until guardrail final acceptance.

- (5) Ensure that posts are at least the minimum length and minimum embedment the plans show before cutting post tops to the finished elevation. After installation, the engineer may direct the contractor to remove and re-install up to 5% of the posts to verify they were placed to the required plan depth. If a post is embedded less than the required plan depth, the engineer may direct additional sampling. Re-install sampled posts at the locations and to the depths the plans show. Replace posts and other components that are damaged during sampling.
- (6) Provide offset block-mounted reflectors as the plans show.

650.3.7 Structure Layout Staking

Replace the entire text with the following effective with the January 2021 letting:

- (1) Set construction stakes or marks on a line offset from the structure centerline or on a reference line, whichever is appropriate, for both roadway and substructure units. Establish the plan horizontal and vertical positions to the required accuracy. Also, set and maintain stakes and marks as necessary to support the method of operations. Locate stakes and marks to within 0.02 feet of the true horizontal position, and establish the grade elevation to within 0.01 feet of true vertical position.
- (2) For girder bridges, the department will compute deck grades with contractor-supplied girder elevation data.
- (3) For slab span bridges, the department will compute slab grades using contractor-supplied falsework settlement and deflection data at tenth points along slab edges, the crown, and reference line locations. Before releasing falsework, survey top-of-slab elevations at the centerline of the abutments and at the 5/10th point along slab edges, the crown, and reference line locations to verify the camber.

710.2 Small Quantities

Replace paragraph one with the following effective with the November 2020 letting:

- (1) For contracts with only small quantities of material subject to testing, as defined under specific contract QMP provisions, modify the requirements of 710 as follows:
1. The contractor may submit an abbreviated quality control plan as allowed in 701.1.2.3.
 2. The engineer may accept aggregate based on documented previous testing and non-random start-up gradation testing as allowed in 710.5.6.1.

710.4 Concrete Mixes

Replace paragraph two with the following effective with the January 2021 letting:

- (2) At least 3 business days before producing concrete, document that materials conform to 501 unless the engineer allows or individual QMP specifications provide otherwise. Include the following:
1. For mixes: quantities per cubic yard expressed as SSD weights and net water, water to cementitious material ratio, and air content.
 2. For cementitious materials and admixtures: type, brand, and source.
 3. For aggregates: absorption, SSD bulk specific gravity, wear, soundness, freeze thaw test results if required, and air correction factor. Also include proposed combined gradation limits and target individual gradations, including P200 limits..

710.5.6 Aggregate Testing

Replace the entire text with the following effective with the January 2021 letting:

710.5.6.1 General

- (1) Test aggregate gradations during concrete production. The department will accept non-random start-up testing during concrete production for the following:
 - Small quantities, as defined in 715.1.1.2, of class I concrete placed under 715.
 - Less than 400 cubic yards of class II ancillary concrete placed under the contract.

710.5.6.2 Gradation Testing During Concrete Production

- (1) Test aggregate gradation during concrete production batching either at a central mix batch plant or at a ready mix plant. The contractor's concrete production QC tests can be used for the same mix design on multiple contracts.
- (2) Conform to combined gradation limits either calculated using department form WS3012 or custom limits approved as a part of the contractor's quality control plan. For class II concrete, also conform to the additional combined gradation requirements specified for class I concrete in 715.2.2.
- (3) Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.
- (4) Contractor QC testing frequency is based on the cumulative plant production for each mix design across multiple WisDOT contracts.

TABLE 710-1 PLANT PRODUCTION QC GRADATION TESTING FREQUENCY

Daily Plant Production Rate for WisDOT Work	Minimum QC Frequency per Stockpile
250 cubic yards or less	one test per cumulative total of 250 cubic yards
more than 250 through 1000 cubic yards	one test per day
more than 1000 cubic yards	two tests per day

- (5) Department QV testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract.

TABLE 710-2 CONTRACT PLACEMENT QV GRADATION TESTING FREQUENCY

Anticipated Daily Placement Rate Each WisDOT Contract	Minimum QV Frequency per Stockpile
less than or equal to 1000 cubic yards	one test per 5 days of placement
more than 1000 cubic yards	two tests per 5 days of placement

715.2.2 Combined Aggregate Gradation

Replace the entire text with the following effective with the January 2021 letting:

- (1) Ensure that the combined aggregate gradation conforms to the following, expressed as weight percentages of the total aggregate:
 1. One hundred percent passes the 2-inch sieve.
 2. For mixes containing size No. 2 stone, the percent passing the 1-inch sieve is less than or equal to 89. The engineer may waive this requirement if the clear spacing between reinforcing bars is less than 2 inches.
 3. The percent passing the No. 4 sieve is less than or equal to 42, except if the coarse aggregate is completely composed of crushed stone, up to 47 percent may pass the No. 4 sieve. For pavement, coarse aggregate may be completely composed of crushed concrete, in which case up to 47 percent may pass the No. 4 sieve.
 4. The percent passing the No. 200 sieve is less than or equal to 2.3 percent.

716.2.1 Class II Concrete

Replace paragraphs four through six with the following effective with the November 2020 letting:

- (4) Provide concrete with a 28-day compressive strength that equals or exceeds the following:
 - If the contract specifies f'_c , then f'_c .
 - If the contract does not specify f'_c , then 3000 psi.

ERRATA

101.3 Definitions

Adopt AASHTO change order definition.

Change order A written order to the contractor detailing changes to the specified work quantities or modifications within the scope of the original contract..

Delete existing contract change order, contract modification, and contract revision definitions.

460.2.7(1) HMA Mixture Design

Correct table 460-2 errata by eliminating plasticity index requirements for LT, MT, and HT mixes.

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 860.2.7) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821 as modified in CMM 860.7.2) (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
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.

513.2.1(2) General

Correct errata by changing the CMM reference from 875.2 to 875.4.

- (2) Conform to the department's certification method of acceptance, as defined in CMM 875.4, for railing and railing components. Furnish a certificate of compliance for miscellaneous hardware.
-

531.1(1) Description

Correct errata by adding structural steel sign supports constructed under 635.

- (1) This section describes constructing drilled shaft foundations for the following:
- Overhead sign structures constructed under 532.
 - High mast light towers constructed under 532.
 - Structural steel sign supports constructed under 635.
 - Camera poles constructed under 677.
-

635.3.1(1) Structural Steel Sign Supports

Correct errata by adding "type NS" concrete footings.

- (1) Locate and erect the supports as specified for placement and orientation in 637.3.3.2. Construct Type NS concrete footings conforming to 531.
-

654.5(2) Payment

Correct errata by changing excavating to drilling.

- (2) Payment for the Bases bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor templates, rods, nuts, and washers; for bar steel reinforcement; and for drilling and backfilling.
-

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 November 2020 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 DT4567, 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 DT4567 is available at:

<https://wisconsindot.gov/Documents/formdocs/dt4567.docx>

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: WI20210010 05/14/2021

Superseded General Decision Number: WI20200010

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 \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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	01/01/2021
1	03/12/2021
2	03/19/2021
3	04/09/2021
4	05/14/2021

BRWI0001-002 06/01/2020

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND

VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.31	24.7 7

BRWI0002-002 06/01/2020		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.77	23.47

BRWI0002-005 06/01/2020		

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...	\$ 36.68	23.40

BRWI0003-002 06/01/2020		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0004-002 06/01/2020		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.90	25.53

BRWI0006-002 06/01/2020		

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

	Rates	Fringes
BRICKLAYER.....	\$ 36.60	23.48

BRWI0007-002 06/01/2020		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.07	24.72

BRWI0008-002 06/01/2020		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.75	24.32

BRWI0011-002 06/01/2020		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.68	24.40

BRWI0019-002 06/01/2020		

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

	Rates	Fringes
BRICKLAYER.....	\$ 34.86	25.22

BRWI0034-002 06/01/2020		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	24.43

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

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
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 06/14/2020

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:.....	\$ 35.98	20.98

ELEC0014-007 07/05/2020

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 27.75	15.14

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 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.62	30%+12.70

ELEC0158-002 06/01/2020

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
ELECTRICIAN.....	\$ 34.77	29.75%+10.26

ELEC0159-003 08/02/2020

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
ELECTRICIAN.....	\$ 41.86	22.67

ELEC0219-004 06/01/2019

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

	Rates	Fringes
Electricians:		

Electrical contracts over		
\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73

ELEC0242-005 05/31/2020

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 39.77	28.11

ELEC0388-002 06/01/2020

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:.....	\$ 34.85	26%+11.20

ELEC0430-002 02/02/2021

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 41.859	22.871

ELEC0494-005 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.84	25.54

ELEC0494-006 06/01/2020

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

	Rates	Fringes
Electricians:.....	\$ 36.32	22.51

 ELEC0494-013 06/07/2020

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.....	\$ 21.46	18.52
Technician.....	\$ 31.34	20.00

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 06/01/2020

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:.....	\$ 34.23	29.50%+10.00

ELEC0890-003 06/01/2020

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

	Rates	Fringes
Electricians:.....	\$ 37.41	25.95%+11.11

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 06/01/2020

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.62	23.80
Group 2.....	\$ 41.12	23.80
Group 3.....	\$ 40.62	23.80
Group 4.....	\$ 40.36	23.80
Group 5.....	\$ 40.07	23.80
Group 6.....	\$ 34.17	23.80

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, day light machine

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2020

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO
COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 37.31	27.62

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2020

KENOSHA, MILWAUKEE, OZAUCKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.11	27.87

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2020

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.....	\$ 37.10	27.06

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
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IRONWORKER.....	\$ 40.25	40.53
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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 05/03/2021

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

	Rates	Fringes
IRONWORKER.....	\$ 35.09	31.80

LAB00113-002 06/01/2020

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.05	22.26
Group 2.....	\$ 30.20	22.26
Group 3.....	\$ 30.40	22.26
Group 4.....	\$ 30.55	22.26
Group 5.....	\$ 30.70	22.26
Group 6.....	\$ 26.54	22.26

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 06/01/2020

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.30	22.26
Group 2.....	\$ 29.40	22.26
Group 3.....	\$ 29.45	22.26
Group 4.....	\$ 29.65	22.26
Group 5.....	\$ 29.50	22.26
Group 6.....	\$ 26.39	22.26

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 06/01/2020

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.11	22.26
Group 2.....	\$ 29.26	22.26
Group 3.....	\$ 29.46	22.26
Group 4.....	\$ 29.43	22.26
Group 5.....	\$ 29.76	22.26
Group 6.....	\$ 26.25	22.26

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 06/01/2020

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.....	\$ 33.72	17.95
Group 2.....	\$ 33.82	17.95
Group 3.....	\$ 33.87	17.95
Group 4.....	\$ 34.07	17.95
Group 5.....	\$ 33.92	17.95
Group 6.....	\$ 30.35	17.95

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 06/01/2020

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.00	17.95
Group 2.....	\$ 34.10	17.95
Group 3.....	\$ 34.15	17.95
Group 4.....	\$ 34.35	17.95

Group 5.....	\$ 34.20	17.95
Group 6.....	\$ 30.35	17.95

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
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PAIN0259-002 05/01/2008

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

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

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 06/01/2020

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 31.07	22.94
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	\$ 31.22	22.94

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

August 2018

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



Proposal Schedule of Items

Page 1 of 12

Proposal ID: 20210713001 Project(s): 1229-04-70

Federal ID(s): WISC 2021385

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	64.000 STA	_____.	_____.
0004	201.0120 Clearing	124.000 ID	_____.	_____.
0006	201.0205 Grubbing	64.000 STA	_____.	_____.
0008	201.0220 Grubbing	124.000 ID	_____.	_____.
0010	204.0100 Removing Concrete Pavement	2,643.000 SY	_____.	_____.
0012	204.0150 Removing Curb & Gutter	2,804.000 LF	_____.	_____.
0014	204.0165 Removing Guardrail	4,185.000 LF	_____.	_____.
0016	204.0170 Removing Fence	1,280.000 LF	_____.	_____.
0018	204.0180 Removing Delineators and Markers	300.000 EACH	_____.	_____.
0020	204.0195 Removing Concrete Bases	4.000 EACH	_____.	_____.
0022	204.0210 Removing Manholes	3.000 EACH	_____.	_____.
0024	204.0245 Removing Storm Sewer (size) 0001. 12-Inch	3.000 LF	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 0002. 15-Inch	3.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 0003. 24-Inch	8.000 LF	_____.	_____.
0030	204.9001.S Removing Advance Flasher Assemblies Type 1	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 2 of 12

Proposal ID: 20210713001 Project(s): 1229-04-70

Federal ID(s): WISC 2021385

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.9060.S Removing (item description) 0001. Removing Apron Endwall	4.000 EACH	_____.	_____.
0034	204.9090.S Removing (item description) 0001. Removing Drain tile	100.000 LF	_____.	_____.
0036	204.9090.S Removing (item description) 0002. Removing Underdrain	31,485.000 LF	_____.	_____.
0038	204.9105.S Removing (item description) 0001. Removing Overhead Sign Structure S-40-16	LS	LUMP SUM	_____.
0040	204.9105.S Removing (item description) 0002. Removing Overhead Sign Structure S-45-401	LS	LUMP SUM	_____.
0042	205.0100 Excavation Common	46,119.000 CY	_____.	_____.
0044	211.0400 Prepare Foundation for Asphaltic Shoulders	360.000 STA	_____.	_____.
0046	213.0100 Finishing Roadway (project) 0001. 1229-04-70	1.000 EACH	_____.	_____.
0048	305.0120 Base Aggregate Dense 1 1/4-Inch	35,526.000 TON	_____.	_____.
0050	312.0110 Select Crushed Material	41,448.000 TON	_____.	_____.
0052	416.0610 Drilled Tie Bars	1,047.000 EACH	_____.	_____.
0054	416.0620 Drilled Dowel Bars	2,548.000 EACH	_____.	_____.
0056	416.0750.S Concrete Pavement Partial Depth Repair Joint Repair	500.000 LF	_____.	_____.
0058	416.1715 Concrete Pavement Repair SHES	817.000 SY	_____.	_____.



Proposal Schedule of Items

Page 3 of 12

Proposal ID: 20210713001 Project(s): 1229-04-70

Federal ID(s): WISC 2021385

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	416.1725 Concrete Pavement Replacement SHES	2,147.000 SY	_____.	_____.
0062	455.0605 Tack Coat	9,051.000 GAL	_____.	_____.
0064	460.2000 Incentive Density HMA Pavement	18,320.000 DOL	1.00000	18,320.00
0066	460.6223 HMA Pavement 3 MT 58-28 S	20,982.000 TON	_____.	_____.
0068	460.6224 HMA Pavement 4 MT 58-28 S	7,629.000 TON	_____.	_____.
0070	495.1000.S Cold patch	1,000.000 TON	_____.	_____.
0072	511.2300 Temp Shoring Left in Place (location) 0001. Sta 1316+60 to Sta 1323+50	2,531.000 SF	_____.	_____.
0074	520.8000 Concrete Collars for Pipe	10.000 EACH	_____.	_____.
0076	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1.000 EACH	_____.	_____.
0078	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	1.000 EACH	_____.	_____.
0080	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	1.000 EACH	_____.	_____.
0082	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	3.000 EACH	_____.	_____.
0084	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	2.000 EACH	_____.	_____.
0086	603.8000 Concrete Barrier Temporary Precast Delivered	19,293.000 LF	_____.	_____.



Proposal Schedule of Items

Page 4 of 12

Proposal ID: 20210713001 Project(s): 1229-04-70

Federal ID(s): WISC 2021385

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0088	603.8125 Concrete Barrier Temporary Precast Installed	36,651.000 LF	_____.	_____.
0090	603.8500 Anchoring Concrete Barrier Temporary Precast	1,150.000 LF	_____.	_____.
0092	606.0200 Riprap Medium	11.000 CY	_____.	_____.
0094	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	437.000 LF	_____.	_____.
0096	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	5.000 LF	_____.	_____.
0098	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	94.000 LF	_____.	_____.
0100	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	57.000 LF	_____.	_____.
0102	608.2319 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 19x30-Inch	26.000 LF	_____.	_____.
0104	611.0420 Reconstructing Manholes	1.000 EACH	_____.	_____.
0106	611.0535 Manhole Covers Type J-Special	7.000 EACH	_____.	_____.
0108	611.0642 Inlet Covers Type MS	16.000 EACH	_____.	_____.
0110	611.2004 Manholes 4-FT Diameter	6.000 EACH	_____.	_____.
0112	611.2005 Manholes 5-FT Diameter	1.000 EACH	_____.	_____.
0114	611.3901 Inlets Median 1 Grate	16.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 5 of 12

Proposal ID: 20210713001 Project(s): 1229-04-70

Federal ID(s): WISC 2021385

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0116	611.8110 Adjusting Manhole Covers	3.000 EACH	_____.	_____.
0118	611.8115 Adjusting Inlet Covers	2.000 EACH	_____.	_____.
0120	611.9800.S Pipe Grates	5.000 EACH	_____.	_____.
0122	612.0406 Pipe Underdrain Wrapped 6-Inch	15,282.000 LF	_____.	_____.
0124	612.0700 Drain Tile Exploration	500.000 LF	_____.	_____.
0126	612.0806 Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	6.000 EACH	_____.	_____.
0128	614.0905 Crash Cushions Temporary	2.000 EACH	_____.	_____.
0130	616.0700.S Fence Safety	1,280.000 LF	_____.	_____.
0132	619.1000 Mobilization	1.000 EACH	_____.	_____.
0134	624.0100 Water	220.000 MGAL	_____.	_____.
0136	625.0100 Topsoil	35,860.000 SY	_____.	_____.
0138	627.0200 Mulching	2,500.000 SY	_____.	_____.
0140	628.1104 Erosion Bales	130.000 EACH	_____.	_____.
0142	628.1504 Silt Fence	24,970.000 LF	_____.	_____.
0144	628.1520 Silt Fence Maintenance	24,970.000 LF	_____.	_____.
0146	628.1905 Mobilizations Erosion Control	4.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 6 of 12

Proposal ID: 20210713001 Project(s): 1229-04-70

Federal ID(s): WISC 2021385

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0148	628.1910 Mobilizations Emergency Erosion Control	4.000 EACH	_____.	_____.
0150	628.2004 Erosion Mat Class I Type B	35,860.000 SY	_____.	_____.
0152	628.7005 Inlet Protection Type A	26.000 EACH	_____.	_____.
0154	628.7010 Inlet Protection Type B	22.000 EACH	_____.	_____.
0156	628.7015 Inlet Protection Type C	59.000 EACH	_____.	_____.
0158	628.7020 Inlet Protection Type D	16.000 EACH	_____.	_____.
0160	628.7504 Temporary Ditch Checks	690.000 LF	_____.	_____.
0162	628.7555 Culvert Pipe Checks	14.000 EACH	_____.	_____.
0164	628.7560 Tracking Pads	4.000 EACH	_____.	_____.
0166	628.7570 Rock Bags	240.000 EACH	_____.	_____.
0168	629.0210 Fertilizer Type B	22.800 CWT	_____.	_____.
0170	630.0120 Seeding Mixture No. 20	645.000 LB	_____.	_____.
0172	630.0200 Seeding Temporary	323.000 LB	_____.	_____.
0174	630.0500 Seed Water	250.000 MGAL	_____.	_____.
0176	633.5200 Markers Culvert End	8.000 EACH	_____.	_____.
0178	634.0618 Posts Wood 4x6-Inch X 18-FT	17.000 EACH	_____.	_____.
0180	634.0622 Posts Wood 4x6-Inch X 22-FT	17.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 7 of 12

Proposal ID: 20210713001 Project(s): 1229-04-70

Federal ID(s): WISC 2021385

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0182	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	4.000 EACH	_____.	_____.
0184	637.1220 Signs Type I Reflective SH	200.000 SF	_____.	_____.
0186	637.2210 Signs Type II Reflective H	52.250 SF	_____.	_____.
0188	637.2230 Signs Type II Reflective F	56.500 SF	_____.	_____.
0190	638.2101 Moving Signs Type I	3.000 EACH	_____.	_____.
0192	638.2102 Moving Signs Type II	24.000 EACH	_____.	_____.
0194	638.2601 Removing Signs Type I	7.000 EACH	_____.	_____.
0196	638.2602 Removing Signs Type II	25.000 EACH	_____.	_____.
0198	638.3000 Removing Small Sign Supports	49.000 EACH	_____.	_____.
0200	638.3100 Removing Structural Steel Sign Supports	12.000 EACH	_____.	_____.
0202	643.0300 Traffic Control Drums	55,178.000 DAY	_____.	_____.
0204	643.0420 Traffic Control Barricades Type III	3,359.000 DAY	_____.	_____.
0206	643.0705 Traffic Control Warning Lights Type A	6,718.000 DAY	_____.	_____.
0208	643.0715 Traffic Control Warning Lights Type C	8,359.000 DAY	_____.	_____.
0210	643.0800 Traffic Control Arrow Boards	508.000 DAY	_____.	_____.
0212	643.0900 Traffic Control Signs	8,107.000 DAY	_____.	_____.
0214	643.0910 Traffic Control Covering Signs Type I	8.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 8 of 12

Proposal ID: 20210713001 Project(s): 1229-04-70

Federal ID(s): WISC 2021385

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0216	643.0920 Traffic Control Covering Signs Type II	803.000 EACH	_____.	_____.
0218	643.1050 Traffic Control Signs PCMS	245.000 DAY	_____.	_____.
0220	643.1055.S Truck or Trailer Mounted Attenuator	176.000 DAY	_____.	_____.
0222	643.4100.S Traffic Control Interim Lane Closure	170.000 EACH	_____.	_____.
0224	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0226	645.0120 Geotextile Type HR	245.000 SY	_____.	_____.
0228	645.0220 Geogrid Type SR	69,076.000 SY	_____.	_____.
0230	646.1020 Marking Line Epoxy 4-Inch	36,799.000 LF	_____.	_____.
0232	646.3020 Marking Line Epoxy 8-Inch	660.000 LF	_____.	_____.
0234	646.5020 Marking Arrow Epoxy	1.000 EACH	_____.	_____.
0236	646.6120 Marking Stop Line Epoxy 18-Inch	50.000 LF	_____.	_____.
0238	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	350.000 LF	_____.	_____.
0240	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	360.000 LF	_____.	_____.
0242	652.0700.S Install Conduit into Existing Item	2.000 EACH	_____.	_____.
0244	653.0140 Pull Boxes Steel 24x42-Inch	1.000 EACH	_____.	_____.
0246	653.0905 Removing Pull Boxes	18.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 9 of 12

Proposal ID: 20210713001 Project(s): 1229-04-70

Federal ID(s): WISC 2021385

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0248	654.0106 Concrete Bases Type 6	2.000 EACH	_____.	_____.
0250	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	2.000 EACH	_____.	_____.
0252	657.0327 Poles Type 6-Aluminum	2.000 EACH	_____.	_____.
0254	670.0100 Field System Integrator	LS	LUMP SUM	_____.
0256	670.0200 ITS Documentation	LS	LUMP SUM	_____.
0258	674.0300 Remove Cable	11,915.000 LF	_____.	_____.
0260	675.0300 Install Mounted Controller Microwave Detector Assembly	4.000 EACH	_____.	_____.
0262	678.0300 Fiber Optic Splice	4.000 EACH	_____.	_____.
0264	678.0500 Communication System Testing	LS	LUMP SUM	_____.
0266	690.0150 Sawing Asphalt	1,199.000 LF	_____.	_____.
0268	690.0250 Sawing Concrete	44,511.000 LF	_____.	_____.
0270	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,500.000 HRS	5.00000	7,500.00
0272	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	1,800.000 HRS	5.00000	9,000.00
0274	SPV.0035 Special 0001. EBS Excavation	2,320.000 CY	_____.	_____.
0276	SPV.0035 Special 0002. EBS Backfill	2,320.000 CY	_____.	_____.
0278	SPV.0035 Special 0003. Roadway Embankment	2,679.000 CY	_____.	_____.



Proposal Schedule of Items

Page 10 of 12

Proposal ID: 20210713001 Project(s): 1229-04-70

Federal ID(s): WISC 2021385

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0280	SPV.0045 Special 1000. Digital Speed Limit Sign Assembly	816.000 DAY	_____.	_____.
0282	SPV.0060 Special 0005. Erosion Control Filter Bags	2.000 EACH	_____.	_____.
0284	SPV.0060 Special 0120. Mobilizations Emergency Pavement Repair	5.000 EACH	_____.	_____.
0286	SPV.0060 Special 0500. Crash Cushions Temporary Left In Place	6.000 EACH	_____.	_____.
0288	SPV.0060 Special 0501. Traffic Control Signs Left In Place	648.000 EACH	_____.	_____.
0290	SPV.0060 Special 0502. Traffic Control Drums Left In Place	163.000 EACH	_____.	_____.
0292	SPV.0060 Special 0503. Traffic Control Warning Lights Type A Left In Place	22.000 EACH	_____.	_____.
0294	SPV.0060 Special 0504. Traffic Control Barricades Type III Left In Place	11.000 EACH	_____.	_____.
0296	SPV.0060 Special 0601. Baseline CPM Progress Schedule	1.000 EACH	_____.	_____.
0298	SPV.0060 Special 0602. Monthly CPM Progress Schedule Updates	3.000 EACH	_____.	_____.
0300	SPV.0060 Special 0910. Traffic Control Close-Open Freeway Entrance Ramp	2.000 EACH	_____.	_____.
0302	SPV.0060 Special 0916. Traffic Control Local Road Lane Closures	58.000 EACH	_____.	_____.
0304	SPV.0060 Special 0918. Traffic Control Full Freeway Closure	1.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20210713001 Project(s): 1229-04-70

Federal ID(s): WISC 2021385

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0306	SPV.0060 Special 0940. Emergency Response to Traffic Involving Concrete Barrier Temporary	4.000 EACH	_____.	_____.
0308	SPV.0060 Special 0945. Emergency Response to Traffic Involving Crash Cushion	2.000 EACH	_____.	_____.
0310	SPV.0060 Special 2000. Removing Electric Service Meter Breaker Pedestal	1.000 EACH	_____.	_____.
0312	SPV.0060 Special 2001. Removing Controller Cabinet	1.000 EACH	_____.	_____.
0314	SPV.0060 Special 2002. Removing Controller Cabinet Base	1.000 EACH	_____.	_____.
0316	SPV.0060 Special 2004. Removing Ramp Control Signal Assembly Sidemount	2.000 EACH	_____.	_____.
0318	SPV.0060 Special 2007. Removing Overhead Freeway DMS	1.000 EACH	_____.	_____.
0320	SPV.0060 Special 2008. Remove Pole	1.000 EACH	_____.	_____.
0322	SPV.0060 Special 2013. Ground Rod	2.000 EACH	_____.	_____.
0324	SPV.0060 Special 2015. Refocus Vehicle Detector Assembly	6.000 EACH	_____.	_____.
0326	SPV.0060 Special 2016. Install Ethernet Radio	4.000 EACH	_____.	_____.
0328	SPV.0060 Special 5104. Adjusting Sanitary Manhole	2.000 EACH	_____.	_____.
0330	SPV.0060 Special 5200. Adjusting Water Valve Boxes	9.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 12 of 12

Proposal ID: 20210713001 Project(s): 1229-04-70

Federal ID(s): WISC 2021385

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0332	SPV.0060 Special 8015. Pipe Connection to Existing Structure	15.000 EACH	_____.	_____.
0334	SPV.0060 Special 8061. Remove and Cap Existing Drainage Structure	18.000 EACH	_____.	_____.
0336	SPV.0075 Special 0601. Pavement Cleanup Project 1229-04-70	250.000 HRS	_____.	_____.
0338	SPV.0090 Special 0301. Heavy Duty Silt Fence	1,456.000 LF	_____.	_____.
0340	SPV.0090 Special 0500. Concrete Barrier Temporary Precast Left In Place	17,358.000 LF	_____.	_____.
0342	SPV.0090 Special 1000. Concrete Curb and Gutter 31-Inch SHES	363.000 LF	_____.	_____.
0344	SPV.0090 Special 2001. Outdoor Rated Network Cable	1,385.000 LF	_____.	_____.
0346	SPV.0105 Special 0100. Field Office Fixed	LS	LUMP SUM	_____.
0348	SPV.0105 Special 0604. Survey Project 1229-04-70	LS	LUMP SUM	_____.
0350	SPV.0105 Special 3000. Covering Traffic Signal Equipment IH 43 NB Off Ramp & CTH W	LS	LUMP SUM	_____.
0352	SPV.0165 Special 0500. Traffic Control Signs Fixed Message Left In Place	1,016.000 SF	_____.	_____.
0354	SPV.0195 Special 0020. HMA Longitudinal Joint Repair	1,000.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

July 6, 2021

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 #1: 1229-04-70, WISC 2021385
I-43 North South Freeway
Silver Spring Dr to STH 60
IH 43
Milwaukee and Ozaukee County

Letting of July 13, 2021

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

Special Provisions:

Revised Special Provisions	
Article No.	Description
6	Holiday and Special Event Work Restrictions

Added Special Provisions	
Article No.	Description
102	Field Office Fixed, Item SPV.0035.0100

Deleted Special Provisions	
Article No.	Description
97	Field Office Fixed, Item SPV.0105.0100

Schedule of Items:

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
SPV.0135.0100	Field Office Fixed	MON	0	6	6

Deleted Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
SPV.0105.0100	Field Office Fixed	LS	1	-1	0

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
326	Miscellaneous Quantities (updated 'Field Office Fixed' table)

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

1229-04-70

July 6, 2021

Special Provisions

6. Holiday and Special Event Work Restrictions.

Remove the following restriction:

- During Summerfest, scheduled for September 2, 2021 through September 4, 2021 and for September 9, 2021 through September 11, 2021 and for September 16, 2021 through September 18, 2021, lane closures cannot begin until one hour after the event closes each night;

97. DELETED

102. Field Office Fixed, Item SPV.0135.0100.

A Description

This special provision describes furnishing, equipping, and maintaining field office facilities.

B Materials

Replace standard spec 642 with the following:

Obtain engineer approval before providing an existing office building, or an existing building converted to office-type use. Ensure that this permanent/fixed facility meets all applicable health, fire, and building codes and standards and is less than one mile from the project limits.

Provide; maintain in clean good working condition; and stock lavatory with sanitary supplies, including a sufficient supply of soap; hand sanitizer; toilet paper; and paper towels. The on-site sanitary facilities must meet Federal, State, and local health department requirements at all times.

Equip these facilities with suitable natural and artificial lighting. Also provide adequate heating and air conditioning equipment and fuel necessary to maintain a temperature range from 68 F to 80 F during the hours occupied.

Equip:

- Doors and windows with locks.
- Exterior doors with dead bolt locks or other secondary locking device.
- Windows with exterior screens to allow adequate ventilation.

Supply a first aid kit in each field office provided under the contract. Ensure the kits are readily accessible to project personnel. Check and replenish the contents of each kit at least once a week. Ensure that each kit contains, at a minimum, a supply of nitrile examination gloves, CPR masks, adhesive tape, pressure and cling bandages, antiseptic wipes, bite/sting swabs, cold packs, and safety goggles.

Equip with a 6-pound or larger fire extinguisher conforming to class A, B, and C of the NFPA Code.

Minimum interior useable floor space shall be 2000 square feet, including shared spaces, such as plan review areas, conference rooms, meeting areas, hallways, and restrooms.

Obtain engineer's approval of a suitably sized, open meeting area, including tables and folding chairs to accommodate regularly scheduled meetings of 30 people.

Provide 8 workstations, including a lockable desk, shelf, and fireproof 4-drawer file cabinet. Provide 3 private rooms, equipped, in addition to the above, with a four-shelf bookcase, a large lockable metal storage cabinet, and a 48" x 36" whiteboard with dry-erase markers. These rooms shall have an interior door with a lockset.

Provide one ergonomically correct office chair in working condition, with, at a minimum, the following features, for each workstation:

- Five-legged base with casters.
- High backrest.
- Seat adjustable from 15 inches to 22 inches from the floor with a seamless waterfall, rounded front edge.

Provide the field office with high speed broad band internet service for a minimum of 10 high speed internet connections at speeds of 20-50 Mbps upload and download speeds. Provide a high speed internet connection using a minimum of "small office or home networking" package that includes high speed wireless internet. The package shall include a Dynamic IP Address (DHCP), a wireless router, a Digital Subscriber Loop (DSL) or Cable Modem Router. The package shall accommodate IPsec based VPN products.

Provide and install into the field office 2 two-line programmable touch-tone telephones and telephone exchanges with local and long distance service. At least one will be a cordless type operating at least 2.4 GHz. The voice exchanges are to be configured so that the incoming calls for any voice exchange utilize an open exchange. Furnish a voice mail answering service. The telephones and the communication services are for the sole use of the department staff.

Provide one new, high-capacity color printer/photocopier/scanner capable of printing and copying up to 11" x 17" paper, with the ability to perform duplexing, sorting, stapling, and multiple sheet auto feeding, with a built-in scanner with the capability to scan black and white and color up to 11" x 17" at a minimum of 600 dpi, and with a network connection, as approved by the engineer.

Provide and maintain an adequate supply of bottled drinking water. Provide one 18 cubic foot minimum size refrigerator with freezer and microwave. Provide a microwave oven with a minimum 1.1 cu foot capacity, a minimum of 1000 watts and a removable glass turntable.

Maintain the field office equipment and provide supplies for the photocopiers as requested by the engineer.

Provide for the professional cleaning of the field office during regular business hours twice monthly.

Provide clearly marked recycling and waste receptacles within the field office, and separate recycling and waste dumpsters near the field office. Cover outdoor containers to keep out rain, snow, and wind-driven debris. Provide regularly scheduled recycling and waste pick-up.

Include an adjacent, no-fee, lighted parking lot large enough to accommodate the needs of the field offices at peak usage, as approved by the engineer. Maintain the parking lot and egress, including snow removal.

C Construction

Do not combine field offices, or combine them with, or attach them to, any buildings used by the contractor, unless the engineer allows in writing. The contractor may furnish, if the contract allows, the field offices jointly in cooperation with other contractors on designated projects.

Do not begin construction operations requiring the use of the field offices by the department until the required field offices are approved by the engineer, furnished, fully equipped, and made ready for use as the engineer directs.

The field office shall remain available for department until the engineer approves its closure. These field facilities are for the sole use of the department and upon contract completion remain the contractor's property.

D Measurement

The department will measure Field Office Fixed bid item by the month, or partial month where applicable, 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.0135.0100	Field Office Fixed	MON

Payment is full compensation for providing, equipping, securing, cleaning and maintaining the facility and associated parking lot; for telecommunications equipment, installation, and service fees; and for providing all incidentals, including bottled water, refrigerator/freezers, microwaves, utilities, fuel, safety, ventilation, toilet facilities, and office supplies as required, either independently or jointly, for the time specified in Section C.

Schedule of Items

Attached, dated July 6, 2021, are the revised Schedule of Items Page 12.

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:
Revised: 326.

END OF ADDENDUM

Addendum No. 1
ID 1229-04-70
Revised Sheet 326
July 6, 2021



Proposal Schedule of Items

Page 12 of 12

Proposal ID: 20210713001 Project(s): 1229-04-70

Federal ID(s): WISC 2021385

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0332	SPV.0060 Special 8015. Pipe Connection to Existing Structure	15.000 EACH	_____.	_____.
0334	SPV.0060 Special 8061. Remove and Cap Existing Drainage Structure	18.000 EACH	_____.	_____.
0336	SPV.0075 Special 0601. Pavement Cleanup Project 1229-04-70	250.000 HRS	_____.	_____.
0338	SPV.0090 Special 0301. Heavy Duty Silt Fence	1,456.000 LF	_____.	_____.
0340	SPV.0090 Special 0500. Concrete Barrier Temporary Precast Left In Place	17,358.000 LF	_____.	_____.
0342	SPV.0090 Special 1000. Concrete Curb and Gutter 31-Inch SHES	363.000 LF	_____.	_____.
0344	SPV.0090 Special 2001. Outdoor Rated Network Cable	1,385.000 LF	_____.	_____.
0348	SPV.0105 Special 0604. Survey Project 1229-04-70	LS	LUMP SUM	_____.
0350	SPV.0105 Special 3000. Covering Traffic Signal Equipment IH 43 NB Off Ramp & CTH W	LS	LUMP SUM	_____.
0352	SPV.0165 Special 0500. Traffic Control Signs Fixed Message Left In Place	1,016.000 SF	_____.	_____.
0354	SPV.0195 Special 0020. HMA Longitudinal Joint Repair	1,000.000 TON	_____.	_____.
0356	SPV.0135 Special 0100. Field Office Fixed	6.000 MON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.



July 8, 2021

Wisconsin Department of Transportation

Division of Transportation Systems Development

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #01: 1229-04-70, WISC 2021385
I-43 North South Freeway
Silver Spring Dr to STH 60
IH 43
Milwaukee and Ozaukee County

Letting of July 13, 2021

This is Addendum No. 02, which provides for the following:

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
305.0120	Base Aggregate Dense 1 ¼ Inch	TON	35,526	5,329	40,855
312.0110	Select Crushed Material	TON	41,448	6,217	47,665
495.1000.S	Cold Patch	TON	1,000	-900	100

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
311	Miscellaneous Quantities (updated 'Aggregate Items' table)
326	Miscellaneous Quantities (updated 'Pavement Repair Items' table)

Schedule of Items

Attached, dated July 8, 2021, are the revised Schedule of Items Pages 2 and 3.

Plan Sheets

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

Revised: 311, 326.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

END OF ADDENDUM

FINISHING ROADWAY

213.0100	
FINISHING ROADWAY	
1229-04-70	
LOCATION	EACH
PROJECT 1229-04-70	1
PROJECT 1229-04-70 TOTAL	1

AGGREGATE ITEMS

211.0400
PREPARE FOUNDATION BASE AGGREGATE
FOR ASPHALTIC
SHOULDER
305.0120
DENSE
1 1/4 INCH
TON

312.0110
SELECT
MATERIAL
TON

645.0220
GEOGRID
TYPE SR
SY

STATION	TO STATION	OFFSET	LOCATION	STA	TON	TON	SY
STAGE 1							
1271+08	-	1310+00	LT	39	2,917	2,610	4,349
1275+88	-	1278+54	RT	--	181	162	269
1278+54	-	1310+00	RT	35	2,331	2,086	3,476
1312+00	-	1329+25	LT	18	1,289	1,154	1,922
1312+00	-	1327+75	RT	16	1,168	1,044	1,741
1330+75	-	1367+93	RT	38	2,988	2,671	4,453
1332+25	-	1366+76	LT	35	2,560	2,291	3,818
1578+00	-	1619+94	RT	42	3,761	3,364	5,606
1624+91	-	1641+03	RT	17	1,413	1,264	2,107
1651+17	-	1685+97	RT	26	2,923	2,614	4,357
1687+30	-	1764+74	RT	78	6,911	6,181	10,302
1771+47	-	1787+00	RT	16	1,319	1,179	1,965
STAGE 1 SUBTOTAL					29,761	26,620	44,365
STAGE 2							
1272+83	-	1310+00	LT	--	1,514	3,895	6,491
1278+54	-	1310+00	RT	--	924	2,376	3,959
1312+00	-	1329+04	LT	--	748	1,924	3,206
1312+00	-	1327+75	RT	--	575	1,480	2,467
1330+75	-	1364+43	RT	--	1,025	2,635	4,392
1332+25	-	1363+81	LT	--	979	2,518	4,196
STAGE 2 SUBTOTAL					5,765	14,828	24,711
UNDISTRIBUTED					--	6,217	--
PROJECT 1229-04-70 TOTAL					360	40,855	69,076

NOTE:
BASE AGGREGATE DENSE = 2 TON/CY
SELECT CRUSHED = 1.8 TON/CY

Addendum No. 02
ID 1229-04-70
Revised Sheet 311
July 8, 2021

REMOVING OVERHEAD SIGNS

204.9105.S.0001
REMOVING OVERHEAD
SIGN STRUCTURE
S-40-16
LS

204.9105.S.0002
REMOVING OVERHEAD
SIGN STRUCTURE
S-45-401
LS

STATION	OFFSET	LOCATION	LS	1
1280+28	78' RT	IH 43 NB	1	-
1337+16	85' LT	IH 43 SB	-	1
PROJECT 1229-04-70 TOTAL			1	1

ALL ITEMS CATEGORY 1000 UNLESS OTHERWISE NOTED

Addendum No. 02
ID 1229-04-70
Revised Sheet 326
July 8, 2021



Proposal Schedule of Items

Page 2 of 12

Proposal ID: 20210713001 Project(s): 1229-04-70

Federal ID(s): WISC 2021385

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.9060.S Removing (item description) 0001. Removing Apron Endwall	4.000 EACH	_____.	_____.
0034	204.9090.S Removing (item description) 0001. Removing Drain tile	100.000 LF	_____.	_____.
0036	204.9090.S Removing (item description) 0002. Removing Underdrain	31,485.000 LF	_____.	_____.
0038	204.9105.S Removing (item description) 0001. Removing Overhead Sign Structure S-40-16	LS	LUMP SUM	_____.
0040	204.9105.S Removing (item description) 0002. Removing Overhead Sign Structure S-45-401	LS	LUMP SUM	_____.
0042	205.0100 Excavation Common	46,119.000 CY	_____.	_____.
0044	211.0400 Prepare Foundation for Asphaltic Shoulders	360.000 STA	_____.	_____.
0046	213.0100 Finishing Roadway (project) 0001. 1229-04-70	1.000 EACH	_____.	_____.
0048	305.0120 Base Aggregate Dense 1 1/4-Inch	40,855.000 TON	_____.	_____.
0050	312.0110 Select Crushed Material	47,665.000 TON	_____.	_____.
0052	416.0610 Drilled Tie Bars	1,047.000 EACH	_____.	_____.
0054	416.0620 Drilled Dowel Bars	2,548.000 EACH	_____.	_____.
0056	416.0750.S Concrete Pavement Partial Depth Repair Joint Repair	500.000 LF	_____.	_____.
0058	416.1715 Concrete Pavement Repair SHES	817.000 SY	_____.	_____.



Proposal Schedule of Items

Page 3 of 12

Proposal ID: 20210713001 Project(s): 1229-04-70

Federal ID(s): WISC 2021385

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	416.1725 Concrete Pavement Replacement SHES	2,147.000 SY	_____.	_____.
0062	455.0605 Tack Coat	9,051.000 GAL	_____.	_____.
0064	460.2000 Incentive Density HMA Pavement	18,320.000 DOL	1.00000	18,320.00
0066	460.6223 HMA Pavement 3 MT 58-28 S	20,982.000 TON	_____.	_____.
0068	460.6224 HMA Pavement 4 MT 58-28 S	7,629.000 TON	_____.	_____.
0070	495.1000.S Cold patch	100.000 TON	_____.	_____.
0072	511.2300 Temp Shoring Left in Place (location) 0001. Sta 1316+60 to Sta 1323+50	2,531.000 SF	_____.	_____.
0074	520.8000 Concrete Collars for Pipe	10.000 EACH	_____.	_____.
0076	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1.000 EACH	_____.	_____.
0078	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	1.000 EACH	_____.	_____.
0080	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	1.000 EACH	_____.	_____.
0082	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	3.000 EACH	_____.	_____.
0084	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	2.000 EACH	_____.	_____.
0086	603.8000 Concrete Barrier Temporary Precast Delivered	19,293.000 LF	_____.	_____.

